

CITY OF ST. LOUIS PORT AUTHORITY

INFORMATION FOR BIDDERS

CONCESSIONAIRES ON PUBLIC WHARF
2015

1. PROPOSALS:

Sealed proposals for the privilege of operating concessions, selling prepared foods, beverages and related items or merchandise souvenirs not at more than two (2) locations and areas on the public wharf as herein designated, subject to construction limitations. Contract to terminate December 31, 2015. Bids will be received at the City of St. Louis Port Authority, 1520 Market St., Suite 2000, St. Louis, MO 63103, until 10:00 a.m., St. Louis time, **May 20, 2015**, at which hour they will publicly be opened and read.

11. DOCUMENTS:

Information for Bidders, Bidding Requirements, Rules and Regulations Governing the Operation of the Concession and Form of Contract may be examined at the City of St. Louis Port Authority, City of St. Louis, MO 63103. Copies of the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract may be obtained by giving two days notice at a purchase price of five dollars (\$5.00) which is non-refundable.

III. INVESTIGATION OF CONDITIONS:

Bidders are directed to inspect the site(s) and investigate all conditions involved in the services to be performed, to carefully read the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract and to inform themselves fully of the conditions stipulated therein. The contractor will not be allowed compensation for any conditions on which he has failed to inform himself prior to the letting.

The submission of a bid will be construed by the City of St. Louis Port Authority to mean that the bidder has made such examination and investigations, and agrees to fulfill the requirements of the contract in full accordance with the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract, and that he is entirely familiar with and thoroughly understands all such requirements.

IV. ADDENDA:

No oral interpretation will be made to any Bidder as to the meaning of any part of the Information for Bidders, Bidding Requirements, Rules and Regulations and Form of Contract, or other proposed contract documents. Every request for such an interpretation shall be made in writing to the City of St. Louis Port Authority.

Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the appropriate document, and when issued, will be on file in the office of the Port Authority, at least five days before bids are opened.

In addition, all Addenda will be mailed to each person holding Documents, but it shall be the Bidder's responsibility to ascertain whether Addenda has been issued.

V. BIDDING REQUIREMENTS:

Proposals not conforming strictly to the following requirements will be rejected:

1. Bids must be made on blank forms to be furnished by the City of St. Louis Port Authority, and must be submitted to the City of St. Louis Port Authority, 1520 Market St., Suite 2000, St. Louis, MO 63103 after **May 13, 2015**, and until 10:00 a.m. on **May 20, 2015**.
2. Bidding blanks must be so filled out as to make the bids complete and free from ambiguity as to their intended meaning. Bidders Experience Form: include color photos of the proposed operation if the same or similar operation has previously existed at another location.
3. Bids must be free from alterations or erasures.
4. Bids must be properly signed by bidders or by an authorized officer or agent when made by a corporation.
5. When a bid is made by a firm or partnership, it must be signed by one of the partners or by an authorized signator. There shall be attached to the bid a resolution evidencing authority to sign a bid.
6. Each bid must be accompanied by a Cashier's Check or Treasurer's Check of a Bank or Trust Company in the City of St. Louis, made payable to the City of St. Louis Port Authority, for the amount of \$100.00 which sum is to be forfeited to the City of St. Louis Port Authority if the party or parties making the proposal fail to enter into contract, with approved securities, within ten days after the contract is awarded to said party, or parties, unless an extension of time is granted by the City of St. Louis Port Authority.
7. If bids are made on more than one location, bidder will prioritise their bids in order of preference.
8. All locations are available. (see EXHIBIT A)

9. Bid Documents including the Bid, the \$100.00 Check and Bidder's Experience, shall be enclosed in sealed envelope and clearly labeled with the words "PUBLIC WHARF CONCESSION--BID DOCUMENTS", NAME OF BIDDER, and Date and Time of Bid Opening. Bid opening will take place on **May 20, 2015**, at 10:00 a.m. at St. Louis Development Corporation.

VI. EXPERIENCE:

Each bid must be accompanied by a statement in triplicate, on the form furnished for that purpose, of the bidder's ability to properly finance and execute the project.

The bidder is further required to submit a complete schedule of the various types of equipment and mobile units which he/she proposes to use, as well as a list of the various types of food and beverages and related items or merchandise/souvenirs he/she proposes selling together with any other descriptive data that may be required.

Bidder must have proof of experience in the food and beverage business, if applicable.

Bidder must show proof of having obtained the necessary business license and health inspection certificate as required prior to Contract award.

VII. REJECTION:

The right of the City of St. Louis Port Authority to reject any or all bids is expressly reserved.

VIII. CONTRACT:

The successful bidder for each location will be required to sign a contract in triplicate upon approval by the City's Board of Estimate and Apportionment. He/She shall also file certificates with the City of St. Louis Port Authority showing that he/she has obtained, and will continue to carry, Workmen's Compensation Insurance (if Contractor is required to do so by State law) for the life of the contract within ten calendar days after notification of award of contract. Similar certificates shall be filed showing coverage for Public Liability and Property Damage Insurance in the amount of \$100,000.00 for injury to one person, \$300,000.00 for injury to two or more persons, and property damage in the amount of \$50,000.00 with the City of St. Louis, City of St. Louis Port Authority and St. Louis Development Corporation as named insured.

The minimum amounts of coverage required for Public Liability Insurance as set out herein shall not be construed to limit the liability of the contractor.

It will be necessary for the bidder to furnish as a part of their insurance coverage, PRODUCTS LIABILITY.

IX. LOCATION OF CONCESSION AREA:

The Concession areas are those locations on the promenade described as follows (see Exhibit A):

LOCATION AREA

- A Approximately North of South Leg of Arch
- B Approximately North of South Leg of Arch
- C Approximately South of South Leg of Arch
- D Approximately South of South Leg of Arch

X. RIGHTS:

The concessionaire's vending rights to service various organized events may be waived when deemed necessary by the Executive Director of the Port Authority.

XI. VENDOR STANDARDS AND EQUIPMENT:

Concessionaire shall furnish equipment which, in the judgement of the Executive Director of the Port Authority, complies with the following standards:

Merchandise

Merchandise categories are food (including: sandwiches and desserts), souvenirs and miscellaneous products. No merchandise shall be displayed outside the equipment/mobil unit. All merchandise shall be approved in detail by the Executive Director of the Port Authority for its compatibility with the family entertainment nature of the Riverfront and the general theme of the area. A container for merchandise storage will require approval of location and size by the Port Authority.

Number and Location of Vendors

The number of locations allowed on the Riverfront shall be limited to a maximum of two per vendor.

Self Containment

Equipment/Mobile are to be self-contained, i.e., no plumbing or waste connections. Limited electrical service may be provided at the vendor location. No portable, engine operated, electrical generators allowed. Any other type electrical generator must be contained within the Equipment/Mobile Unit and noiseless. Trash container (five cubic feet) must be available on Equipment/Mobile Unit. Lighting may be used to continuously illuminate the Equipment/Mobile Unit canopy and provide task lighting for night use of the vending Equipment/Mobile Unit.

Vendor Attendance

Vendors shall be required to be in operation for at least seven (7) hours per day Tuesday through Sunday during the months of May through September, weather permitting. During the remainder of the year, the vendor should operate for at least six (6) hours per day on weekends and legal holidays if the atmospheric temperature is 55 degrees fahrenheit or higher.

Exception: Those dates/events excluded by Section XV.

XII. PROPOSED MENU, PRICE LIST AND LIST OF POINTS OF OPERATION:

Bidders shall submit with their bids a list of food, beverages and related items to be served, and prices to be charged.

The proposed menu, price list will be binding upon the successful bidder until written authorization is given by the Executive Director of the Port Authority to change said items and rates.

XIII. TERMINATION AND FORFEITURE:

A high priority will be given to ensure quick termination and forfeiture of vendor contract if an excessive number of documented contract violations occur.

When a contract violation is observed, the concessionaire will be notified in writing for immediate corrective action and reply. Any documented contract violation without immediate corrective action and reply from the vendor will result in termination of the vendor contract. Five documented contract violations with corrective actions will warrant a contract termination warning by the Executive Director of the Port Authority. If a license is revoked, the concessionaire will not be allowed to bid for one year. If the license is revoked, that year's annual rental fee payment is forfeited.

The Port Authority has the right to modify, amend, or cancel this license upon thirty (30) days written notice to Contractor in the event that any portion of the

location be needed for any municipal purpose, sewer, right-of-way or riverfront reconstruction.

XI. AWARD:

A contract shall be awarded to the most responsible bidder offering the highest annual rental to the City (with a minimum guarantee of \$1,000.00 per year), whose bid is in conformity with the requirements stipulated in the Form of Contract.

In determining "most responsive bidder", the following will be taken into consideration: Ability, capacity or skill of the bidder to perform the contract or provide the service required; whether the bidder can perform the contract or provide their service promptly; the character, integrity, reputation, judgement, experience and efficiency of the bidder; the quality of performance of previous contracts or service; the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the services; the quality, availability and adaptability of the supplies and equipment necessary to perform the contract.

XV. LIMITATIONS:

All vending activities provided for under the contract will be suspended during the period of the annual St. Louis Fair, and at those other times and locations determined by the Executive Director of the Port Authority, with approval of the Port Commission, to be in the interest of public welfare. At the time of the following pre-established special riverfront events, the sponsor or affiliates of the event have a right to sell their products on the promenade or riverfront of the City of St. Louis:

MEMORIAL DAY ACTIVITIES, Last weekend and Monday in May

LABOR DAY ACTIVITIES, First weekend and Monday in September

XVI. EQUAL EMPLOYMENT:

The successful bidder must comply with Fair Employment Practices to insure non-discrimination.

The Concessionaire agrees that in performing under this contract neither he nor anyone under his control will permit discrimination against any employee, worker, or applicant for employment because of race, creed, color, religion, national origin, age, or sex, nor give the appearance that such has recently occurred or is now occurring, and shall take affirmative action in the employment of lower income residents of the City. The Concessionaire agrees that maximum utilization of minority and women-owned business enterprises (M/WBE) will be sought consistent with the City's goals of 25% minority business participation and 5% women business participation in contracting for goods and services and the

Concessionaire shall maintain records to demonstrate maximum utilization of bonafide minority and women-owned business enterprises.

XVII. TERM OF CONTRACT:

Contract to terminate December 31, 2015, unless the concessionaire shall be required to forfeit his privileges and the termination of this contract be brought about under Termination and Forfeiture of the contract or Limitations due to riverfront construction.