



CITY OF PORTLAND, MAINE

REQUEST FOR PROPOSALS

PROVIDE FOOD CONCESSION OPERATIONS at DEERING OAKS CASTLE-IN-THE-PARK RFP #8315

The purpose of this Request is to solicit proposals from which the City of Portland, Maine can select an experienced and qualified food service Vendor to lease and operate the café concession at the historic Castle-in-the-Park in Deering Oaks. It is the intent of the City to have the selected Vendor offer to the public a variety of food products and beverages at a reasonable cost. The City makes no guarantee as to the number of patrons who will utilize these services.

MANDATORY PRE-PROPOSAL MEETING

There will be a **MANDATORY PRE-PROPOSAL CONFERENCE** held at the site on Thursday, April 23, 2015 at 10:00 a.m. The purpose of this meeting is to review the specifications and other requirements of the Request and allow potential proposers an opportunity to examine the site. **Only those Proposers present at this meeting will be allowed to submit proposals.**

Sealed Proposals will be received at City Hall, 389 Congress Street, Purchasing Office, Room 103, Portland, Maine 04101, until 3:00 p.m., Tuesday, May 12, 2015 at which time they will be publicly opened. It is the Proposer's sole responsibility to ensure that their proposal is physically deposited at the Purchasing Office prior to the date and time specified. Late proposals shall not be accepted.

Proposals from vendors not registered with the Purchasing Office may be rejected; receipt of this document directly from the City of Portland indicates registration. Should a vendor receive this Invitation from a source other than the City, please contact 207-874-8654 to ensure that your firm is listed as a vendor for this project.

Proposals shall be submitted in sealed envelopes plainly marked on the outside with this Request's number and title. **Six (6) complete copies/sets** of the PROPOSAL AND ALL REQUESTED MATERIAL shall be submitted. The original copy, so marked, shall be signed with the firm's name and bear the handwritten signature of an officer or an authorized employee having the authority to bind the company to a contract by his/her signature.

QUESTIONS

NOTE WELL: All questions must be submitted in writing to the Purchasing Office and be received no later than five working days prior to the scheduled opening date – these may be mailed, hand delivered; faxed to 207.874.8652, or e-mailed to mff@portlandmaine.gov . The Purchasing Office will be the only office issuing any changes to this Request. All changes (addenda) will be in writing and will be sent only to those individuals/firms on file in Purchasing. The City shall not be responsible for any oral interpretation given by other City personnel or others. Proposers are cautioned not to contact City employees or Committee members concerning this procurement during the competitive procurement process or the evaluation process.

EQUAL EMPLOYMENT OPPORTUNITIES

Vendor shall comply fully with the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998, as amended (WIA, 29 CFR part 37); the Nontraditional Employment for Women Act of 1991; title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR part 37 and all other applicable laws, including the Maine Human Rights Act, ordinances and regulations regarding equal opportunity and equal treatment.

PURPOSE:

The City wishes to have an experienced and qualified food service vendor provide Deering Oaks patrons and others with high- quality, healthy choices and, to the maximum extent feasible, locally-sourced and reasonably-priced food and beverage services at the historic Castle-in-the-Park in Deering Oaks.

Park hours are from 7:00 a.m. to 10:00 p.m. The City estimates annual attendance figures in Deering Oaks in excess of 100,000. Visitors to the park come to enjoy and participate in a variety of special events, park amenities and sports, including farmers market, baseball games, concerts, children’s shows, Ravine Pool, children’s playground, outdoor tennis, basketball and volleyball courts. Walking throughout the park, quiet reflection and passive recreational uses are also popular with visitors. Park attendance increases significantly during the summer months when schools are out. Ice skating is a popular activity in the winter.

Food service has not been available in the park for at least fifteen years and is often requested.

CONTRACT TERM:

The City anticipates that the initial contract award period will be two years from its execution with the City and the successful Proposer retaining the option to negotiate one (1) additional three (3) year period, on mutually agreeable terms. In the event the Proposer wishes to negotiate renewal option, the successful Proposer shall contact City officials prior to March 1, 2017.

RESPONSIBILITIES OF PROPOSER

HOURS OF OPERATION

It is the City's desire that the café concession operations shall be kept open daily from May 15 and remain open until October 15. Also, during these months, that the restaurant be open seven days a week, specifically from 11:00 a.m. through dusk, weather permitting. Please note your intended hours of operation in the Business Plan section of your proposal.

The selected Proposer, may, at its option, operate its business during other months of the year, including the winter months, when the City will maintain the pond ice for public skating. The City may also groom trails for cross country skiing. The provision of a variety of hot and cold beverages, hot soups, chili, sandwiches and other food items is desired by the City as a convenience to those skating or skiing.

LICENSES

The selected Proposer agrees to obtain at its own expense all licenses including but not limited to food and liquor licenses; pay for all building permits, and any other permits necessary for the operation of said concessions; pay all fees, taxes and charges assessed under applicable local, state or federal laws; provide all equipment; and, observe and comply with all applicable Federal, state and/or City rules and regulations, including those adopted by the City with respect to selling of foods (specifically reference the following sections of Portland City Code 18-25 and 25-27).

MENU AND PRICING

The awarded Proposer will be required: to display menu boards with pricing at the café concession and to provide prompt, efficient and courteous service.

The public's right of use and enjoyment of Deering Oaks shall not be infringed upon by any activity of the selected Proposer. Their activities shall be conducted so as to render the best possible service to the public. Operations must be conducted so as not to interfere, through excessive noise or odor, with the public's enjoyment of Deering Oaks. The proposed name of the establishment is subject to City approval.

The City makes clear its position that the quality, healthiness, affordability and, to the extent feasible, locally-sourced nature of food and beverage sold is a matter of highest priority and shall be a major consideration in the award of this contract. The awarded Proposer represents and warrants by submission of this proposal that all food and beverage sold shall be of the highest possible quality and that the prices charged will appeal to the broad public.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

FIXTURES AND EQUIPMENT

The selected Proposer shall at its sole cost and expense provide, install and maintain all fixtures, equipment, and supplies necessary to operate said concession for the purposes set forth in this request, including, without limitations, café tables and chairs, cooking equipment, refrigeration, etc.. Because of the historic nature of the Castle building, any work proposed for either the interior or exterior must be reviewed and approved by the City's Historic Preservation Program Officer.

The selected Proposer agrees that all equipment purchased shall be their property and shall be removed by them at the conclusion of the contract provided that, in removing such property, it must repair and restore all property of the City damaged by such removal to the satisfaction of the Director.

UTILITIES

The selected Proposer shall assume the cost of all utilities, including heat, necessary or used in the operation of the business, including startup costs and expenses.

SITE CONDITIONS

In addition, the selected Proposer:

- shall keep clean and maintain the restaurant, - kitchen area, and restroom in good condition and repair;
- shall be responsible for keeping grounds adjacent to the café concession area free of litter and rubbish; and
- shall be responsible for the proper disposal and removal of all litter, rubbish, trash or other similar material they or their customers generate. The location and appearance of any dumpster is subject to City approval.

Signs, including where and how they are displayed must receive prior City approval.

RESPONSIBILITIES OF THE CITY:

The City shall:

- maintain the exterior of the building, including its structural and mechanical elements, except previously noted;
- the City shall provide a fire alarm system

TERMINATION

The City may cancel any contract immediately for cause due to non-payment of proposed fees or due to a vendor's failing to perform. Non-performance shall also include, but is not limited to, the failure of the awarded Proposer to regularly provide the services identified herein for a period

of more than forty-eight (48) hours at any one time without specific reason as to its cause and/or without the approval of the Department's Director, or designee. Further any contract awarded may be canceled for convenience, by the City giving 60 days prior written notice to the awarded Proposer.

PAYMENT

Payment due the City under any contract awarded shall be paid either in full for the entire year on contract signing or in five (5) equal monthly installments beginning on May 1 of each year. Payments shall be to the CITY of PORTLAND, MAINE, delivered in care of the Principle Finance Officer, Department of Public Works, 55 Portland Street. Monthly rental payments shall be due and payable in advance on the first day of each month. Payment not paid by the due date shall bear interest at the rate of one and one-half percent (1.5 %) per month from the date due until paid Also, upon contract signing; a security deposit equal to the highest proposed monthly rent will be required.

RECORD-KEEPING

The selected vendor agrees to keep accurate records, books and accounts covering the operation of the concession building and other concessions to be provided and the City shall have the right to examine and audit said records, books and accounts at any reasonable time.

INSURANCE

The successful proposer shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City's Corporation Counsel of insurance coverage, including, without limitation, General Public Liability, Automobile Liability, and, if alcohol is to be served, Liquor Liability insurance in amounts not less than \$1,000,000 per occurrence, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

LIENS

The successful proposer shall not suffer or permit any mechanic's lien or other lien to be filed against the City or the premises, or any part thereof, by reason of labor, work, services or materials supplied or claimed to have been supplied to the successful proposer and said vendor shall defend, indemnify and hold the City harmless from and against all claims, costs or liabilities, including any attorney's fees expended thereon.

SUBMISSION INFORMATION

Proposers shall include the following information and submittal:

- a) **Letter of Transmittal** - this letter will summarize in a brief and concise manner, the Proposer’s understanding of the Scope of the Project and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representation for the proposer, including the titles and addresses and day time telephone numbers of such persons;
- b) **Identify the type of business entity involved** (e.g.: sole proprietorship, partnership, corporation, limited liability company, etc.);
- c) **Qualifications and experience of the firm/individual(s) who will provide the services.** Provide a summary of the offeror’s experience in café concession operations, including firm’s history, references (attaching letters of reference if available), etc.;
- d) **Provide a proposed business plan and sample menu** that explains and/or illustrates the type of café concession services you intend to provide, the methods and equipment to be used, innovative ideas/approaches as well as your intended hours of operation. The plan may be accompanied by pictures, layouts and other appropriate information that will convey to the City exactly what you are proposing. Include proposed menu with item pricing;
- e) **Provide a sample menu** with item pricing for café concessions services during the winter period when skating on the pond and cross country skiing is popular, if interested.
- f) **Provide a summary of litigation** filed by or against you, the proposer in the past five years which is related to the services that you provide in the regular course of business;
- g) **State your price proposal.** The City allows each Offeror to submit their own proposal regarding the amount he/she is willing to pay for café concession rights. Each Proposer is given the opportunity to specify a fixed yearly amount for this location.

SELECTION PROCESS/EVALUATION CATEGORIES

It is the intent of City to select that proposer who demonstrates the food service experience and the ability to provide the highest quality food service service to the public. In evaluating the proposals, the City will consider the following factors, none of which, standing alone, will become conclusive:

QUALIFICATIONS	50%
(PAST FOOD SERVICE EXPERIENCE OF INDIVIDUALS AND FIRM, REFERENCES, AWARDS, PREVIOUS CITY AND/OR GOVERNMENT LICENSING EXPERIENCE)	
PLAN OF OPERATION	40%
(SAMPLE MENU, HRS. OF OPERATION, PLANS FOR PROMOTION, ETC.)	

PRICE PROPOSAL**10%**

(AMOUNT TO BE PAID TO CITY FOR LEASE OF SPACES)

Interviews may be conducted with any Proposer to clarify submitted material. The City further reserves the right to negotiate with the selected Proposer as to the terms of the contract, including but not limited to price, plan of operation, etc. Once the selection committee recommends a proposal for contract award, it would then go before to the Parks Commission, the City's Transportation & Sustainability Committee and the full Council for acceptance and approval. All negotiations are intended to lead to a binding contract.

The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City, as follows:

Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and sewer user fees. Bidders who are delinquent in their financial obligations to the City must do one of the following: bring the obligation current or negotiate a payment plan with the City's Treasury Office.

April 14, 2015

Matthew F. Fitzgerald
Purchasing Manager

**PROPOSAL FORM
PROVIDE FOOD CONCESSION OPERATIONS
AT DEERING OAKS CASTLE-IN-THE-PARK**

RFP # 8315

**** THIS SHEET MUST BE INCLUDED IN YOUR PROPOSAL ****

The undersigned hereby declares that he/she or they are the only person(s), firm or corporation interested in this proposal as principal, that it is made without any connection with any other person(s), firm or corporation submitting a proposal for the same, and that no person acting for or employed by the City of Portland is directly or indirectly interested in this proposal or in any anticipated profits which may be derived there from.

The undersigned hereby declares that they have read and understand all conditions as outlined in this Request for Proposals, and that the proposal is made in accordance with the same.

The bidder acknowledges the receipt of Addenda numbered: _____

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME & TITLE: _____

ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

TYPE OF ORGANIZATION - PARTNERSHIP, CORPORATION, INDIVIDUAL, OTHER:

STATE OF INCORPORATION, IF APPLICABLE: _____

FEDERAL TAX IDENTIFICATION NUMBER (Required): _____

AUTHORIZED SIGNATURE: _____

DATE: _____

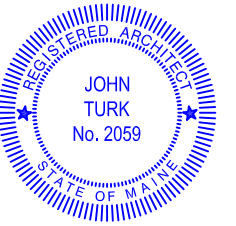
NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

ATTACH THIS SHEET TO THE ORIGINAL COPY OF YOUR PROPOSAL

PROPOSAL (cont.)

Amount offered as annual rent for this lease arrangement:

Year	Annual Rent
2015-2016	_____
2016-2017	_____



tll- architects LLC

30 Danforth Street, Suite 213
Portland, Maine 04101
207.761.9662
www.ttl-architects.com

Castle in-the Park

Existing Conditions

Prepared for:

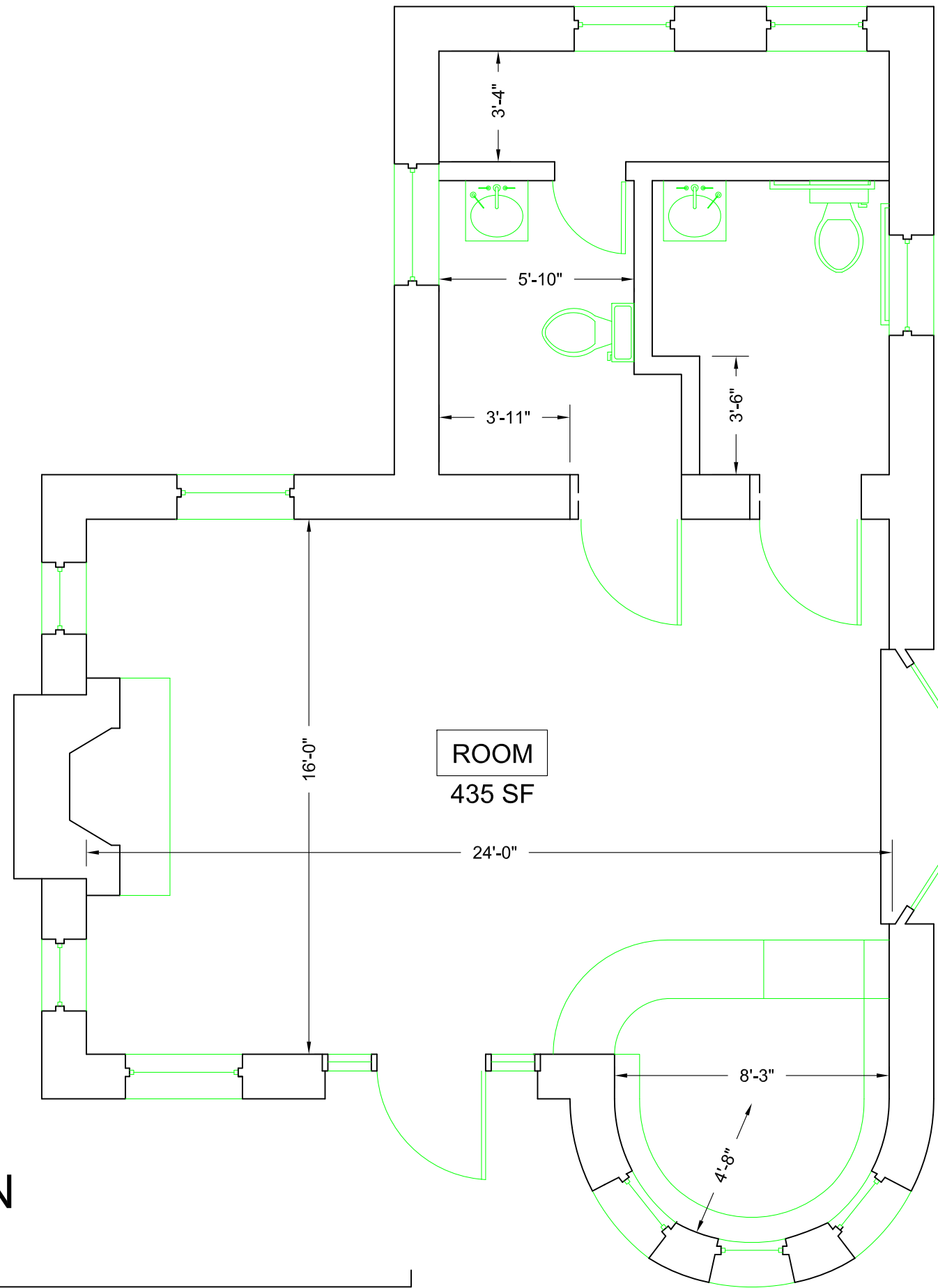
Friends of
Deering Oaks

Portland, Maine

DATE:
16 February 2015

PROJECT NO.:
1501

A1



FIRST FLOOR PLAN

1/4" = 1'-0"

