



## REQUEST FOR PROPOSALS

**To: Open Invitation**  
**From: Burlington Department of Parks, Recreation & Waterfront**  
**Date:**  
**Re: PAQUETTE ARENA AT LEDDY PARK FOOD AND BEVERAGE CONCESSION**

### **1. Introduction**

The City of Burlington Department of Parks, Recreation & Waterfront (“City”) is hereby requesting proposals for providing food and beverage concessions at the Paquette Arena at Leddy Park. The selected responder to this request for proposals (“RFP”) will be issued a 2 year service contract for this location, pursuant to the terms of this RFP and a mutually agreed upon Concession Agreement to be executed after the selection process is complete.

### **2. Scope of Work**

Paquette Arena at Leddy Park Concession is the specific area to be served. Other areas for vending within Leddy Park may be determined and designated after the selection process is completed. Responders should assume that hardscape areas within the park will be required and that vending on turf will not be allowed without additional approval.

### **3. Concession Operation Information**

Paquette Arena at Leddy Park- Paquette Arena is an indoor public ice skating facility that hosts a large number of public events ranging from high school hockey games and tournaments to figure skating competitions and ice shows. It is located on beautiful Lake Champlain in the north end of Burlington, and the concession attracts customers from the ice skating facility as well as the park and beach. The facility is handicapped accessible.

The building has one primary concession location which includes standard commercial grill equipment including the following: a gas-operated grill with hood, 2 fryolators, a wash sink with hot and cold running water, a three bay sink, a stainless prep table, plumbed coffee and hot cocoa equipment, a chest freezer, and a refrigerator.

Please note: Any desired temporary or permanent improvement(s) made to the facility by the proposer shall meet Department and/or City requirements, and shall be at the proposer’s expense. All permanent improvement(s) will become the property of the Department.

Paquette Arena operates 47 weeks per year, seven days a week for up to 18 hours a day. The arena closes from mid-May to late June. Peak period of operation is November-March with less frequent demand July-October and April-May. It is understood that the operation of the Paquette Arena



concession will operate with a minimum requirement according to the Arena's scheduled ice times. During peak period of operation the concession shall be open minimally during weekend public skating sessions, youth hockey games, high school hockey games, junior hockey games, school field trips and special events. Generally during peak operation the concession would be open Wednesday, Friday & Saturday nights and Saturday & Sunday days. During non-peak periods of operation the concession would be open for weekend public skating and special events (tournaments, ice shows, and skating competitions). In addition to numerous private rental groups and arena skating classes and events, Paquette Arena at Leddy Park is also host to:

- Figure skating events including Champlain Valley Open, Winter Champlain Valley Open, Theatre on Ice Festival, several test sessions, Holiday skating show, end of year ice show and various seminars and classes for judges, coaches and skaters.
- Daily public skating opportunities along with special skate events hosted by outside organizations.
- "Home ice" for Burlington and Colchester boys and girls high school hockey teams, BAHA youth hockey, Lumberjacks Junior Hockey and the Champlain Valley Skating Club. Other user groups included the UVM Men's Club Hockey team, UVM Figure Skating team, Essex Youth Hockey, Milton Youth Hockey, Full Stride hockey leagues, and numerous private adult groups.
- Hockey tournaments including the Burchard and Beech high school tournaments, Full Stride Shoot Out women's tournament, BAHA Blizzard Blowout youth tournament, BAHA Mite Jamboree, NAHA Labor Day Tournament and 2016 Tier II Girls National Tournament.

Proposals for service(s) rendered shall meet all city, state and federal regulations, licensing and insurance requirements, and be of a type expected and accepted by visitors to Paquette Arena and Burlington in general.

The chosen concessionaire shall not sell any glass bottled items or alcoholic beverages. The chosen concessionaire shall not use Styrofoam, which is prohibited. Glass containers may be used only by special waiver. Vending for special events or promotions may be permitted outside the concession area subject to approval. The chosen concessionaire will be required to sell only beverages approved by the City. The chosen concessionaire shall pay for electricity costs within the concession area. Water/wastewater and gas utilities are provided by the City.

The City intends to guarantee one concession business for the next two (2) seasons at Leddy Arena. Arena staff will dictate during which types of activities the concession should be open for business. All additional equipment necessary shall be the responsibility of the concessionaire to provide. The concessionaire will be permitted to access and utilize the kitchen and associated equipment for other their existing food business as long as this use does not interfere with the operation of the concession. Use of the kitchen for this purpose would be limited to the concessionaire's food business only.

The City encourages proposals that offer physical improvement to the facility. The City also encourages proposals with flexible operations, including those that would provide food truck service to the arena and park during the arena's non-peak season.



#### **4. General Contact Information**

The issuing office for this RFP is the City of Burlington, Department of Parks, Recreation & Waterfront. All questions concerning this RFP should be made in writing and directed to:

Melissa Cate  
Vendor RFP  
Department of Parks, Recreation & Waterfront  
216 Leddy Park Road  
Burlington, VT 05408  
(802) 865-7558  
mcate@burlingtonvt.gov

All questions concerning this RFP should be directed to the contact above, and will be collected, answered, and then sent to all parties who have responded to this RFP. The deadline for all questions and requests for facility site visits is September 10, 2015. Answers to all questions will be sent to all interested parties by September 18, 2015. **Final submissions to the RFP are due on or before September 25, 2015.**

#### **Proposal Evaluation**

A selection committee will evaluate each proposal. Evaluation criteria will include but will not be limited to:

- The responder's experience in the food and beverage concession business
- The responder's ability to provide services within Arena scheduled times
- The responder's offer to compensate the City.
- The responder's possible multi-season appeal
- The responder's ability to provide quality, healthy, and local food options.
- The responder's offer to compensate the City for use of the kitchen for other food business during the off-season

All proposals will be evaluated and final selection will be made by Department representatives and subject to approval by the Parks Commission and the Board of Finance. The proposer may be asked to make one or more presentations as part of the evaluation process.

Deadline for receipt of proposals is **2:00 PM, September 25, 2015** at the Paquette Arena at Leddy Park offices, 216 Leddy Park Road, Burlington, VT 05408. Proposals must be sealed and clearly marked "Vendor Management Proposal". No late proposals will be accepted. Four sets of proposals must be submitted.

If it becomes necessary to revise any part of the RFP, an addendum will be sent to all proposers who received the original document.



The City of Burlington assumes no responsibility for costs incurred by Proposers in responding to the RFP, or in responding to any further request for interviews, additional data, etc., prior to the issuance of a purchase order or execution of an Agreement.

The City of Burlington reserves the right to reject any or all proposals, or to award a purchase order in the City's best interest.

## **5. Proposal Format and Requirements**

Proposers shall provide the following information:

- Business name and business address, including telephone number and email contact.
- Year established. Include former business names and year established, if applicable.
- Identify the state in which the business was organized or incorporated.
- Type of ownership, and name and location of parent company and subsidiaries, if any.
- A paragraph outlining the description of the specific skills and services the responder is offering, and a description of general qualifications including past or similar experience providing food and beverage concessions.
- A detailed operational plan for the concession outlining a menu and pricing.
- A list of any improvements planned to the concession facilities.
- Proposed terms, including dates of operation and compensation to the City in the form of gross receipts and/or rent.

## **6. Terms and Conditions**

All facts and opinions stated within this RFP and in all supporting documents and data are based on available information from a variety of sources. Additional information may be made available via written addenda throughout the process. No representation or warranty is made with respect thereto.

In addition, respondents to this RFP shall be responsible for the accuracy of the information they provide to the City. The City reserves the right to reject any and all submittals, to waive minor irregularities in any submittal, to issue additional RFP's, and to either substantially modify or terminate the project at any time prior to final execution of a concession agreement.

The City shall not be responsible for any costs incurred by the respondent(s) in preparing, submitting, or presenting its response to the RFP or to the interview process. Nothing contained herein



shall require the City to enter into exclusive negotiations and the City reserves the right to amend, alter and revise its own criteria in the selection of a respondent without notice.

The City reserves the right to request clarification of information submitted and to request additional information from any respondent. The City may not accept any submittal after the time and date specified on the RFP. In the interest of a fair and equitable process, the City retains the sole responsibility to determine the timing, arrangement and method of proposal presentations throughout the selection process.

If negotiations are not completed with the top ranked respondent, negotiations may proceed with the next most qualified. Upon selection of a qualified respondent through the RFP process, the City shall enter into a contract for services (based on an approved scope of services and budget) with the selected respondent on terms and conditions acceptable to the City. Until execution of a contract, the City reserves the right to cease negotiations and to start the RFP process again.

All submittals will become the property of the City and will become public documents subject to public disclosure with limited exceptions. Qualifications submitted under the RFP process shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public.

The City of Burlington encourages submittals from firms that demonstrate a commitment to equal employment opportunity. Minority and women owned businesses are encouraged to apply.

#### **7. Term of Agreement**

Subject to earlier termination as provided hereinafter, the contract shall be for two years beginning September 30, 2015 and ending September 30, 2017.

All supporting records, documents, books and accounts shall be kept and retained by the chosen concessionaire for a period of one year following the close of the season and shall be open to inspection at reasonable times by authorized representatives of the City. Gross receipts shall be defined herein as the total receipts of all sales of merchandise and services all other gross income from the operation of the concession herein granted, whether for cash or on credit, collected or uncollected; any gross payment received from vendors as a result of sales by vending machines.

#### **8. Right of Inspection**

The Director of Parks, Recreation & Waterfront and his/her duly authorized representatives shall have at any and all reasonable times the full and unrestricted right to enter the premises for the purpose of inspecting or protecting such premises, and of doing any and all things with reference thereto which the City is obligated to do as set forth herein or which may be deemed necessary for the proper general conduct and operation of Leddy Concession in the exercise of the City's police power.



## 9. Insurance

Respondents are responsible to verify and confirm in writing to the CITY that:

### General Liability & Property Damage:

- (a) With respect to all operations performed by the respondent, agents or workers, it is the respondent's responsibility to insure that general liability insurance coverage provides all major divisions of coverage including, but not limited to:
1. Premises Operations
  2. Independent Contractors' Protective
  3. Products and Completed Operations
  4. Personal Injury Liability
  5. Contractual Liability
  6. Broad Form Property Damage
  7. Medical Expenses
  8. Collapse, Underground and Explosion Hazards
- (b) The policy shall be on an occurrence form with limits not less than:
- |   |             |
|---|-------------|
| 1. General Aggregate:                       | \$2,000,000 |
| 2. Products-Completed/Operations Aggregate: | \$2,000,000 |
| 3. Personal & Advertising Injury:           | \$1,000,000 |
| 4. Each:                                    | \$1,000,000 |
| 5. Fire Damage (any one fire):              | \$ 250,000  |
| 6. Med. Expense (any one person):           | \$5,000     |

### Workers Compensation

With respect to all operations performed, the Consultant shall carry workers compensation insurance in accordance with the laws of the State of Vermont and ensure that all subcontractors and sub-consultants carry the same workers' compensation insurance for all work performed by them under this contract. Minimum limits for Employer's Liability:

- |                               |   |
|-------------------------------|---|
| 1. Bodily Injury by Accident: | \$500,000 each accident                         |
| 2. Bodily Injury by Disease:  | \$500,000 policy limit, \$500,000 each employee |

## 11. Appeal of an Aggrieved Respondent

If a respondent is aggrieved by the award of the contract, the respondent may appeal in writing to Jesse Bridges, Director, Department of Parks, Recreation & Waterfront at 645 Pine Street, Burlington, VT 05401. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice to award the contract. After the decision of the Director, if the respondent is unsatisfied they can appeal to the City's Board of Finance. The appeal must be postmarked within fourteen (14) calendar days following the date of the written notice of the Director's decision. The Board of Finance decision is final.



## **12. Statutory & Other Requirements**

This project will require compliance with all federal, state and local rules and regulations including:

### **Civil Rights & Equal Employment Opportunity**

Respondents shall not discriminate on the basis of race, color, national origin, sex, physical disability, sexual orientation, or veteran status in the award and performance of assisted contracts.

Respondents are advised that contracts **in excess of \$15,000 only** are subject to the Disadvantaged Business Enterprises Procurement requirements, and the Livable Wage Ordinance. Contracts in excess of \$50,000.00 are, in addition, subject to the requirements of the Women in Trades Program Compliance guidelines.

## **13. Public Records Policy**

Due regard will be given for the protection of proprietary information contained in all proposals received; however, respondents should be aware that all materials associated with this RFP are subject to the terms of the Vermont Access to Public Records Act (1.V.S.A. Ch. 5, Subchapter 3) and all rules, regulations and interpretations resulting there from.

**Deadline for receipt of responses to this RFP is September 25, 2015.**

Proposals can be sent to Parks, Recreation & Waterfront via [mcate@burlingtonvt.gov](mailto:mcate@burlingtonvt.gov) or delivered or mailed to 216 Leddy Park Road, Burlington, VT 05408.