



**CITY OF EAST PROVIDENCE
DEPARTMENT OF PLANNING & ECONOMIC DEVELOPMENT
REQUEST FOR PROPOSALS
RFP EP23/24-27
OPERATION OF THE LOOFF CAROUSEL CONCESSION STAND
BID OPENING MONDAY, MAY 20, 2024 AT 11:00AM**

SPECIFICATIONS

OPERATION OF THE LOOFF CAROUSEL CONCESSION STAND

OVERVIEW

The City of East Providence is seeking the services of a Concessionaire to operate the Concession stand located at Crescent Park adjacent to the Historic Loeff Carousel. The Concessionaire will prepare, serve, and sell the public food and beverage items in accordance with the terms and conditions set forth in this Request for Proposals.

The City desires to sell in the Concession, traditional Clam Shack fare such as, but not limited to, clam cakes, clam chowder, and fried fish, of the best quality approved for sale by the Carousel Commission Director or their designees. Additional consideration will be given to applicants that source local Rhode Island caught seafood.

The Carousel Commission Director or their designee may require samples of all food, beverage, and miscellaneous items for approval prior to sale in the Facilities.

The Concession Stand is provided to the Concessionaire in an “as is” condition. Any required repairs, modifications, changes, equipment, additions, etc., to comply with applicable local, state and federal laws, codes, regulations and ordinances will be provided by the vendor prior to the term of this agreement. Upon initiation of this agreement, it is the responsibility of the Concessionaire at all times to maintain the facility in accordance with said laws, codes, ordinances, and regulations.

Adequate inventory levels of all approved food, beverage, and miscellaneous items must be kept by the Concessionaire to meet patron demand. If the Concessionaire fails to meet demand due to low inventory levels, the Carousel Commission Director or their designee, will set required inventory levels.

The Concessionaire will enter into a percentile lease with the City of East Providence with a base rent of \$1000 and a percentile rent of 10% of gross sales from the Concession Stand paid per

month and shall be due and payable to the City of East Providence, Carousel Commission, 145 Taunton Avenue, East Providence, RI on or before the tenth day of the calendar month succeeding the month for which such payment is applicable. Base rent, breakpoint, and percentile will be negotiated in greater detail upon award.

The Concessionaire shall obtain, at their own expense, all permits and licenses which may be required by any governmental agency and shall adhere to all applicable laws and ordinances of the City, State of Rhode Island, and Federal Government.

GENERAL TERMS AND CONDITIONS

The period of this Agreement shall be for 2 seasons, beginning on Memorial Day weekend 2024 and ending on October 31st 2025. Hours of operation will be 12:00pm – 8:00pm daily during the operating season. Any changes or adjustment to hours of operations must be approved by the Carousel Commission Director or their designee.

At the end of the season, the Concessionaire will be responsible for a complete and thorough cleanup; repair of all items damaged by the vendor beyond normal wear and tear such as, but not limited to, counters, service windows, shelves, fixtures, walls, ceilings and floors or flooring.

The Concessionaire is to staff the Concession at all times to handle patron demand efficiently as determined by the Carousel Commission Director or their designees.

Concessionaire agrees that in its use of the Facilities the Concessionaire will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Rhode Island, County of Providence, City of East Providence and agencies thereof relating to the occupancy or use of the premises (including, but not limited to, health and sanitary conditions and safety and fire prevention) and that it will not use the Facilities or allow it to be used for any illegal, unsafe, or immoral purposes.

Conditional Right of First Refusal

If, at the conclusion of the second season of this contract, the vendor remains in good standing with the City of East Providence and the Carousel Commission they may be offered the Conditional Right of First Refusal to occupy the new Concession building currently planned for Crescent Park.

The vendor must show capability to furnish kitchen workspace, obtain additional licenses, or any other requirement for operations of the new structure and must be ready to operate for the season when the new structure is open. The City of East Providence reserves the right to rescind the Conditional Right of First Refusal if the vendor impedes or limits operations in the new structure.

Utility Service

The Concessionaire holds the responsibility to pay water, electric, and gas utilities used by the Concessionaire as determined by the Carousel Commission Director or their designee, in conjunction with activities required under this Agreement involving this Concession.

Trash Removal

It is the responsibility of the Concessionaire to place all trash in the appropriate receptacles provided by the City. It is the sole responsibility of the Concessionaire to dispose of all used cooking oils and grease in accordance with applicable ordinances and regulations.

Restrooms

The Concessionaire will have the use of two restrooms. The Concessionaire will be responsible for cleaning of these facilities.

Equipment

The Concessionaire will be responsible to provide cooking and refrigeration equipment required to provide service. This equipment will remain the property of the Concessionaire.

Inquiries

Direct questions related to this RFP to Tracy Johnson, Chair, Crescent Park Carousel Commission such questions in writing when time permits. E-mail is preferred. Include the RFP number, page, and paragraph number for each question. If possible, please send all questions by e-mail to tjohnson@eastprovidenceri.gov. Offerors must clearly understand that the only official answer or position of the government will be the one stated in writing.

Method of Source Selection

The Carousel Commission is using the Competitive Sealed Proposals method of source selection, as authorized by Section 2-243 of the Revised Ordinances of the City of East Providence, for this procurement.

An award, if made, will be made to the responsible offer whose proposal most closely aligns with the qualifications in this RFP, taking into consideration income to the Commission, vendor experience, locality of business, locality of product, standing with the Rhode Island Department of Health, and overall concept of the applicant. The Commission will not use any other factors or criteria in the evaluation of the proposals received.

The Commission may, as it deems necessary, conduct discussions with responsible Offerors determined to reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

Minimum Criteria Used to Determine the “Responsibility” of Each Offeror

A responsible Offeror is one that has the capability in all respects to perform the contract and the integrity and reliability that will assure good faith performance.

The Commission's general criteria for responsibility in this RFP include:

- Does the Offeror possess the ability, equipment, capacity, and skill to provide the service?
- Can the Offeror take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Offeror have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Offeror performed satisfactorily in previous contracts of similar size and scope; or, if the contractor has not performed a contract of similar size and scope, has it otherwise demonstrated its capability to perform the contract the Commission seeks to establish through this RFP?

Commission's specific criteria for responsibility in this RFP include:

To be considered for award, an operator that submits a Proposal must have not less than three (3) years of experience in successfully operating at least 1 seafood service venue of at least the same size and scope of the Crescent Park Concession Stand within the past 3 years.

Projected Timetable

RFP Issued: Monday, May 6th, 2024

Pre-Proposal Site Tour 10AM – 12PM Monday May 13th, 2024

Proposals Due: Monday May 20th, 2024

Complete Evaluation of Proposals: Wednesday May 22nd, 2024

Complete Contract Negotiations/Execute Contract: Tuesday May 28th (or sooner)

General Description of Required Performance Outcomes

The Contractor, as a minimum, must achieve and maintain the performance outcomes listed below or performance standards otherwise agreed to by the Commission through a contract resulting from this RFP. Offerors also may propose to achieve additional performance outcomes (beyond those minimally required).

Minimum required outcomes include:

- The concessionaire shall have appropriate personnel available for the operation of the Concession in order to provide reasonable and adequate service at all times called for by the schedule of hours.
- A smooth transition for a start date no later than June 15th

- The sale of counterfeit merchandise is prohibited
- Contractor must follow schedules and instructions provided by the Carousel Commission or their designee
- Contractor must provide service within the specified times for any work contained in this RFP
- The Contractor shall maintain the hours of operation as required by the Commission. Unless agreed to otherwise, the hours of operation for the concession stand shall begin at 12:00 noon and end no earlier than 8:00 PM each evening. Hours may change upon mutual agreement in writing. Later hours of operation at night are encouraged if there are still sufficient customers.
- The Contractor must have a representative in charge at all hours of operation.
- The Contractor must operate only during the hours specified by the Commission.
- The Contractor agrees to refrain from selling alcoholic beverages without City of East Providence approval and licensing.
- Unless approved by the Carousel Commission, equipment and other items owned by or under the control of the Contractor must be removed at the close of the season. If approved, such storage shall at all times be in places approved by the Carousel Commission and in compliance with any and all applicable laws and regulations of the City of East Providence and the State of Rhode Island.
- The Contractor shall fully comply with all laws, rules, and regulations of the State of Rhode Island applicable to food service establishments. The Contractor shall cooperate fully with any inspection required by law. Any failure to pass inspection by representatives of the Rhode Island Department of Health, Office of Food Protection shall be cause for termination of that particular vendor; vendor shall have the right to re-inspection within 24 hours of closure. Further, representatives of the Carousel Commission shall be entitled to inspect all areas where concessions are prepared and sold and all storage areas without prior notice during business hours.
- Contractor shall not dispense brochures, pamphlets, or leaflets or like items whether for profit or on a promotional basis, without advanced written approval of the Carousel Commission.
- Contractor shall request and receive approval from the Carousel Commission and the City of East Providence prior to erecting any sign, banner, or poster whether permanent or temporary. Such signs, banners, or posters must be approved as to wording and location.
- Contractor must comply with ALL APPLICABLE laws, rules, regulations, procedures, and other legal requirements, including those related to safety, health, sanitation, fire, and local codes.

Contractor's Personnel Requirements

These include:

- Contractor shall require its employees and agents to wear nametags or dress in identifiable uniform while on duty. Any employee or agent of the contractor shall be required to wear a uniform shirt, blouse, or other type of upper body covering at all time while on duty. The wearing of uniform hats or caps is encouraged, but not required.

- The operations of the Contractor, its employees, invitees, suppliers, agents, and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others and shall not create a disturbance or distraction. All employees and representatives of the contractor must conduct themselves at all times in a courteous manner toward the public.

Contractor Responsibilities

These include:

- Contractor shall maintain at all times the Concession stand area in a clean and safe condition. This must be done at the Contractor's expense, and to the satisfaction of the Carousel Commission.
- Contractor must comply with ALL APPLICABLE laws, rules, regulations, procedures and other legal requirements, including those related to health, safety, zoning, permitting, registration and licensing, whether local, state, or federal.
- The Contractor must acquire all necessary permits including the Department of Health license to manage concessions before services are implemented. Fees for such permits are the responsibility of the Contractor.
- Contractor must meet all safety regulations as set forth by the United States of America, State of Rhode Island, and City of East Providence.
- Products and services which are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Proposer, shall be included in the proposal.
- The Contractor shall serve only high-quality foods with adequate portions. All items purchased for the Contractor's operation must come from reliable sources. All foods and other items used in the contractor's operation shall be of the highest quality, wholesome and pure, and shall conform in all respects to federal, state and local food and other laws, orders, and regulations.
- Failure on the part of the Contractor to correct, modify, or rectify deficiencies promptly upon written notice from the Carousel Commission shall be cause for cancellation of the contract.
- The Contractor shall furnish all material, labor, permits, and insurance as required to clean, paint, and in general make all its concession stands fully comply with all laws, rules, regulations of the State of Rhode Island applicable to food service establishments and retail food establishments.
- Contractor shall maintain all equipment in a clean, safe, and workable condition. It shall be the responsibility of the contractor to repair any damage deemed caused by its operation or negligence, including any plumbing or sewer line damaged up to the City's sewer line due to cooking waste or other materials used by the contractor. Time is of the essence in having any repair done, and the repair must be performed to the satisfaction of the Carousel Commission. Trash and grease shall be disposed of only in authorized areas and containers, and absolutely may not be simply dumped on the ground.
- City of East Providence shall have the right but not the responsibility to inspect and approve any equipment used by the Contractor to perform services under this

contract. City of East Providence, by this right to inspect, does not assume any responsibility for the operation of the equipment.

- Contractor must, at its own expense, identify, provide, and maintain in force any and all federal, state, and local licenses and permits for the legal operation of all aspects of the concession stand.
- Pest Control for the concession stand area will be the responsibility of the Contractor.
- The operations of Contractor, its employees, invitees, suppliers, and contractors shall be conducted in an orderly and proper manner so as not to annoy, disturb, or be offensive to others and shall not create a disturbance or distraction. All employees and representatives of the Contractor must conduct themselves at all times in a courteous manner toward the public.
- The contractor shall post at all concession sales locations a sign with the following information:

Concessions operated by:

Contractor name

Contractor phone number

Contractor address

Such signs shall not be less than 12 inches x 24 inches with letters and numbers of not less than one inch. The signs shall be placed near the front of the concession stand in a conspicuous place so as to be easily read by customers.

- Contractor shall provide a performance bond each year of the contract in at least the amount of any guarantee(s) to the Commission. If approved by the Chairman of the Carousel Commission, in place of a performance bond, contractor may give to the Commission its check for the entire annual guarantee, to be held by the Commission and returned to the contractor when the Contractor pays at least the annual guarantee. Any annual guarantee by the Contractor to the Commission shall be absolute and unconditional.

MISCELLANEOUS TERMS AND CONDITIONS

Not Joint Venture

It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Concessionaire as the agent or representative of the City for any purpose or in any manner whatsoever. Concessionaire is in all respects an independent contractor.

Courtesy to the Public

In all circumstances the Concessionaire shall exercise, and shall require its employees and agents to exercise, courtesy and consideration in their relations with the public.

No liability of City to Concessionaire in Operations

The City shall not be liable to the Concessionaire or to its agents, representatives or employees for any injury to, or death of any of them or of any other person or for any damage to any of the Concessionaire's property or loss of revenue, caused by any third persons in the maintenance, construction or operation of said Facilities, its appurtenances, facilities and equipment, or caused by any third persons using the said Facilities or its appurtenances, facilities or equipment, whether such injury, death or damage is due to negligence or otherwise.

Pricing

The pricing of each food, beverage or miscellaneous item will be determined by the Concessionaire; however, pricing must be a "fair market price" for each item and within an acceptable price range for similar items sold at similar types of stands at fairs, carnivals or other area amusement facilities.

Signage

The Concessionaire is to present a sign on the exterior of the concession stand in the form of the menu including pricing, in plain view of all patrons who are standing waiting for service. The sign must clearly indicate the name of the Concessionaire as the operator of the concessions stand.

Restrooms

The Concessionaire will be required to clean the adjacent Mens and Ladies Restrooms after the facilities close sometime after 7:00 p.m. and before they reopen and 12:00 p.m. seven days per week, Monday through Sunday. Actual cleaning times are to be coordinated with the Carousel Commission Director and committed to writing within the first week of the contract.

Storage

The City will provide approximately One Hundred (100) square feet of storage in a storage building adjacent to the concession stand for storage of non-perishable goods such as canned goods, soda, unopened non-perishable boxed goods etc...

Books and Records

Concessionaire shall maintain, at his principal place of business, for a period of no less than three (3) years, cash register tapes or other supporting documentation showing individual sales transactions. The Carousel Commission Director shall have the authority to audit and make transcripts of all sales records.

Reports

Monthly

On or before the tenth (10th) day of each calendar month during the term of this Agreement, Concessionaire shall deliver to the Carousel Commission Director or his designees, respectively, a report certified in writing by an officer of the Concessionaire for correctness, which shows gross receipts from sales applicable to the Concessions on a daily basis.

The report shall include beginning inventories with additions and subtractions thereto, ending inventories, units sold, and dollar price per unit, total dollar amount and volume sold per item.

Yearly

Within ninety (90) days from the end of the Concessionaire's season during the term of this Agreement, the Concessionaire shall deliver annually to the Carousel Commission Director or their designees, respectively, a certified statement prepared by a Certified Public Accountant acceptable to the City, which shows gross receipts from sales applicable to the Concession for the preceding Concessionaire's fiscal year.

Finality of Reports

Unless intent to audit shall be served by the City on the Concessionaire within three (3) years after the receipt of any statement submitted by the Concessionaire as herein provided, such statement shall be deemed final and binding upon the parties.