



## Town of Milford

# Request for Proposal Keyes Memorial Park Concessions

### I Purpose of Request

The Town of Milford (Town) requests proposals to provide food concessions (Concessionaire) at Keyes Memorial Park for the 2017 season. Upon selection, the Town and Concessionaire shall enter into a Concession Services Agreement (Agreement) expiring September 29, 2017. The Town may extend the Agreement on a year-to-year basis for a total of not more than five years as specified in the Agreement. The Town's requirements for consideration are outlined in this Request for Proposal (RFP).

### II Time Schedule

The Town will adhere to the following timetable:

Issue RFP	March 24, 2017
Tour of Concession Stand	By appointment
Deadline for Submittal of Proposal	May 1, 2017; 12:00 PM
Selection of Concessionaire	May 3, 2017; 7:00 PM
	*At Recreation Commission Mtg.
Intended Notification Date	May 15, 2017

### III RFP Submittal

- A. All proposals shall be delivered to:  
Arene Berry, Director  
Town of Milford Recreation Department  
One Union Square  
Milford, NH 03055  
(603) 249-0625
- B. All proposals must be in a **sealed envelope** and clearly marked in the lower left-hand corner: "RFP-Keyes Memorial Park Concessions." No faxed or telephone proposals will be accepted. All proposals must be received by:  
**Noon on Monday, May 1, 2017.**
- C. Proposals should be prepared in a simple straightforward manner with concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.
- D. Proposer submissions shall be provided exclusively in the form of a completed "Attachment A", Proposal Form, and all accompanying documentation. Use additional sheets as necessary.

#### **IV Selection Criteria**

The ultimate objective of this RFP is to provide consistent and dependable services with a reasonable lease fee paid to the Town of Milford Recreation Revolving Fund.

Accordingly, proposals will be evaluated on the basis of the following RFP elements:

A. Menu (Products & Pricing)	15%
B. Customer Service	15%
C. Operating Schedule	20%
D. Food Safety	15%
E. Experience/References	15%
F. Overall ability to meet the requirements of the request	20%

#### **V. Terms and Conditions**

- A. The Town reserves the right to reject any and all proposals with or without cause.
- B. The Town reserves the right to request clarification of information submitted and to request additional information regarding any or all proposals.
- C. The Town reserves the right to select the next most qualified proposer if the first selected proposer does not execute the Concession Services Agreement within ten (10) days after the award of the proposal.
- D. All proposals shall remain in effect for 30 days from the time of opening. Proposals may be withdrawn, up until the date and time set for opening. Proposals not timely withdrawn shall constitute an irrevocable offer for a period of thirty (30) days.
- E. The Concession Services Agreement shall be in a form supplied or approved by the Town. A copy of the Concession Services Agreement is available for review.
- F. The Town shall not be responsible for any costs incurred by the applicant in preparing, submitting or presenting its response to the RFP.

#### **VI Scope of Services**

The Concessionaire shall provide services of the highest quality and dependability at the pool house concession stand located at Keyes Memorial Park, Elm St., Milford, NH 03055, as set forth below:

- A. **Supplies.** Concessionaire shall supply any and all equipment and supplies necessary for safe and acceptable food transportation and service including, but not limited to food inventory, disposable utensils, paper products, disposable gloves, thermometers, alcohol wipes, etc. (for Town provisions see “Concession Equipment Inventory”).
- B. **Food Safety.** Concessionaire shall be responsible for compliance with all federal, state and local health or safety laws and regulation with respect to the services contracted.
- C. **Customer Service.** Concessionaire and all of its employees, agents, or representatives shall provide the highest quality of customer service and shall treat all customers with courtesy and respect. **Days and Hours of Operation.** Operating season shall be between June 17 to September 29 of each season as identified in the Agreement.

- D. Dates and hours of operation are negotiable with the understanding that the Town desires maximum availability of concessions.
- E. Products. All food, beverage or other products offered for sale by Concessionaire to the public shall be approved by Town prior to distribution/sale of any such products.
- F. Pricing. All pricing of any food, beverage or other product will be determined by the Concessionaire. A copy of all prices and rates must be submitted annually to the Town for approval prior to opening of concession stand for the season.
- G. Maintenance. Concessionaire shall, at its sole cost and expense, maintain the Concession Stand and Concession Equipment and the surrounding real property in good condition and repair, including, but not limited to, maintaining the Concession Stand in a neat, clean and sanitary condition and removing all garbage, trash or other debris on a regular basis pursuant to the Town's instructions.

## **VII Lease and Compensation Requirements**

- A. Lease –Concessionaire shall pay the Town a \$100.00 per week facility and equipment lease fee payable in one payment of \$1,000.00 due to the Recreation Commission on 9/6/17. In the event your proposal is for specific dates rather than the whole season, a percentage of the profits is to be included in your proposal. Failure to do so will result in termination of contract and/or other damages as allowed by the Agreement.
- B. Damage and Performance Deposit – The Town requires a deposit of \$500 be posted with commencement of the Concession Services Agreement. All or a portion of the deposit shall be refunded at the expiration of the season per the terms of the Agreement.
- C. Insurance – The Town requires the Concessionaire to obtain General Liability Insurance of \$2 million with the Town named as “additionally insured.”
- D. Accounting Report -- The town requires a semi-monthly accounting report of gross and net sales submitted no later than the 15<sup>th</sup> day of the following month.
- E. Criminal Background Checks – The Town requires criminal background checks as part of a service safety policy. Proposers will be required to do the same of all employees at the Keyes Memorial Park Facility.
- F. Dates of Operation – The following dates of operation are available for limited concession sales by Concessionaire:
  - July 15 – 16, 2017 Rotary Swim Meet
- G. Utilities and Expenses - The concessionaire shall pay all costs and expenses associated with the operation of the Concession Stand other than utility expenses for local phone connection, water and power, which will be paid by the Town.

## **VIII Other Requirements**

- A. Employee Appearance. All of Concessionaire's employees, agents, representatives or licensees shall have a neat, clean and sanitary personal appearance.

- B. Staffing. The Concession stand shall be sufficiently staffed in order to prevent undue delay to the public.
- C. Service. Concessionaire agrees to maintain a professional staff of employees at the facilities covered by this Agreement, and to deliver and serve the food/beverages; document food temperatures and sanitation practices; clean and service the area; and properly dispose of leftovers.
- D. Equal Opportunity Employment & Criminal Background Checks. Concessionaire shall be an Equal Opportunity Employer and shall conform to all applicable laws and regulations; accordingly, concessionaire shall not discriminate nor permit discrimination in its operations in any manner prohibited by law. Criminal background checks are required on all paid employees operating on site at Concession Stand.
- E. Concessionaire shall be limited to placing a sign on the concession stand only. Concessionaire shall not place any sign, notice or advertising matter in or about the Town's real property, without the Town's prior written consent, which consent may be withheld for any reason. If required by Town code, Concessionaire shall obtain all necessary permits in connection with any such signs.
- F. Licensing. Concessionaire shall be responsible for obtaining all operating licensing from the State of New Hampshire. The Concession Stand and Concession Equipment are not designed for preparing cooked foods in their current state. To obtain licensing for cooked food items, modifications are necessary to the facility and will be at the discretion of the Town and sole cost and expense of the Concessionaire.