

The City of Albany, New York

REQUEST FOR PROPOSALS FOR THE PROVISION OF CONCESSION STAND SERVICES

Proposal Number 2009-11

June 30, 2009

SECTION 1: PURPOSE

- 1.1 The City of Albany, New York (hereinafter “City”) and the Albany Water Board (hereinafter “Board”) hereby request proposals from qualified and experienced businesses or individuals to provide mobile self-contained concession stand services for the 2009 summer season stationed at a location to be determined by the Board within the Rensselaer Lake property in the City of Albany, commonly known as Six Mile Waterworks. Minority Business Enterprises and Women’s Business Enterprises are encouraged to submit proposals.

SECTION 2: RECEIPT OF PROPOSALS:

- 2.1 Three (3) copies of the proposal must be received no later than Monday, July 20, 2009 at 1:00 p.m. at the following address:

Michelina Capozzolo, Esq.
Assistant Corporation Counsel
City Hall, Room 106
24 Eagle Street
Albany, New York 12207

The three copies of the proposal must be submitted in a sealed envelope, the outside of which must be marked as follows:

“Proposal Enclosed - Concession Stand Services - Six Mile Waterworks”

- 2.2 The proposal submitted is the document upon which the City of Albany will make its initial judgment regarding each proposer’s qualifications and wherewithal to complete the required services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no express or implied obligation by the City to reimburse any business or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City, or participating in selection interviews, if any.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Albany reserves the right to accept or reject any and all proposals in whole or in

part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional proposals.

- 2.6 The City of Albany reserves the right to award the concession stand services contract, in whole or in part, to one or more businesses and/or individuals.
- 2.7 Any award of the concession stand services work shall be conditioned on the later execution of a formal written agreement. The City of Albany reserves the right to revoke or rescind any award at any time prior to the full execution of said agreement. A sample of said agreement, which sets forth the terms and conditions of the work, is available for review upon request from the person described in Section 2.1 of this Request for Proposals.

SECTION 3: QUALIFICATIONS OF PROPOSER:

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including education, training, certification, licensure, general experience with operating concession stands or providing similar services to the public, and any specific experience in providing concession stand services to a municipality.
- 3.2 In the case of a proposal from a business, provide a brief history and description of the business submitting the proposal. Identify the business's professional staff member(s) who will be assigned to this engagement if the business's proposal is selected. Provide a statement of qualifications of each of the business's professional staff members who will be assigned to this engagement including education, training, certification, licensure, general experience, and specific experience in providing concession stand services or similar services to the public, and any specific experience in providing concession stand services to a municipality. Provide a signed cover letter from a person within the business who is authorized to make representations on behalf of the business and to bind the business.
- 3.3 Each proposer must provide the names, titles, addresses, and phone numbers of at least three (3) references.
- 3.4 Each proposer may provide any additional information which would serve to distinguish its, his, or her proposal from other proposals.
- 3.5 The City of Albany may make such inquiries it deems necessary to determine the ability of each proposer to perform the services contemplated by this Request for Proposals. Proposers shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Albany or the Albany Water Board.

SECTION 4: SCOPE OF SERVICES:

- 4.1 The selected proposer will be required to operate a concession stand at the Rensselaer Lake property in the City of Albany, which is commonly known as the Six Mile Waterworks during the 2009 summer season at his or her own cost, risk, profit, and expense. For purposes of this engagement, the summer season is defined as June 1st through October 15th.

- 4.2 The selected proposer must supply his/her own mobile self-contained concession stand, and should provide a detailed physical description of the unit including dimensions, utilities if any, and any other features of the unit that would serve to demonstrate the proposer's overall plan for providing concession services to the public. Proposer is encouraged to attach a photograph of the unit for reference.
- 4.3 The proposal should outline the type of food, drinks, and other types of refreshments which will be provided and prices for these items.
- 4.4 The concession stand shall be open to the public seven days a week, including holidays, from dawn until dusk during the 2009 summer season as defined in Section 4.1 above.

SECTION 5: CONTRACT:

- 5.1 The selected proposer or proposers will be required to execute a license agreement with the City of Albany and the Albany Water Board. A sample of the agreement, which sets forth the terms and conditions of the engagement, is available for review upon request. The contract period for the services contemplated by this RFP will commence on or about August 1, 2009 and terminate on October 15, 2009. The City of Albany and the Albany Water Board will, however, have the right to terminate the agreement, with or without cause, upon fifteen (15) days written notice. The City shall have the option to renew this agreement for the 2010 and 2011 summer seasons (June 1st through October 15th). The selected vendor will be notified in writing by the City on or before the first of May each year if this renewal option is being exercised.

6: COST PROPOSAL:

- 6.1 Proposals shall indicate the proposed license fee to be paid to the City of Albany for use of a portion of Rensselaer Lake property in the City of Albany, which is commonly known as the Six Mile Waterworks for the operation of a concession stand. For purposes of proposals, the proposer should assume an entire summer season (as defined in Section 4.1 above). The accepted bid shall be pro-rated from the time of actual licensure until October 15.

SECTION 7: PROPOSAL EVALUATION:

- 7.1 Proposals shall remain valid until the execution of a written license agreement by the City of Albany.
- 7.2 Proposals will be examined and evaluated to determine whether each proposal meets the requirements of this Request for Proposals. A contract/license agreement will be awarded to a proposer or proposers based on the following criteria:
 - a. The proposer's demonstrated capabilities and professional qualifications;
 - b. The wherewithal of the proposer to render the requested services to the City;
 - c. The total license fee to be paid to the City, and;
 - d. The completeness of the proposal.

- 7.3 The selection of a proposal will not be based solely on a monetary evaluation. Considerable weight will be given to the proposer's experience in the areas required, demonstrated expertise and capabilities.

SECTION 8: ALTERNATIVES:

- 8.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 9: INDEMNIFICATION:

- 9.1 The selected proposer or proposers will be required to defend, indemnify, and hold harmless the City of Albany and the Albany Water Board, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected proposer, its employees or agents, to the extent of his/her or their responsibility for such claims, damages, losses, and expenses.

SECTION 10: SPECIFICATION CLARIFICATION:

- 10.1 All inquiries with respect to this Request for Proposals shall be directed to the following individual: Michelina Capozzolo, Esq., Assistant Corporation Counsel, City Hall - Room 106, 24 Eagle Street, Albany, NY 12207.
- 10.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced above in Section 10.1. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than three (3) calendar days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 11: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

- 11.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.
- 11.2 If within twenty-four (24) hours after the proposals are opened, any proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that proposer may withdraw its proposal. Thereafter, that proposer will be disqualified from further proposal on the work.

SECTION 12: INSURANCE AND SECURITY REQUIREMENTS:

- 12.1 The selected proposer or proposer will be required to procure and maintain at his or her or their own expense the following insurance coverage, which must be issued by an insurer licensed to do business in the State of New York with an A.M. Best rating of not less than "A":
- (a) Workers' Compensation and Employer's Liability Insurance: A policy or policies providing protection for any employees of the proposer in the event of job-related injuries.
 - (b) General Liability Insurance: A policy or policies of general liability insurance with limits of not less than \$1,000,000 for each occurrence.
- 12.2 Each policy of insurance required shall be in form and content satisfactory to the Corporation Counsel, and shall provide that:
- (a) The City of Albany and the Albany Water Board are named as additional insureds.
 - (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the City of Albany Corporation Counsel's Office. In addition, said policies shall be automatically renewed upon expiration and continued in force unless the City of Albany Corporation Counsel's Office is given thirty (30) days written notice to the contrary.
- 12.3 No contract will be signed and no services shall be commenced pursuant to this Request for Proposals until the selected proposer has delivered to the Corporation Counsel or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time any of said policies shall be or become unsatisfactory to the City, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued, or terminated. Failure of the selected proposer to procure and maintain any required insurance, shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 13: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

- 13.1 Each proposer shall complete and submit with its, his, or her proposal the "Non-Collusive Proposal Certificate" and the "Acknowledgment" found on the two (2) pages which follow this page.

**NON-COLLUSIVE PROPOSAL CERTIFICATE
PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Signature)

(Print Name and Title)

(Name of Partnership or Corporation)

(Date)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they severally executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, _____, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she resides at (give address) _____; that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, _____, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____