



Request for Proposals for
Food, Beverage and Retail Vendor in
Monroe Park, City of Richmond, Virginia

ISSUED BY:

**MONROE PARK
CONSERVANCY**

POSTING DATE: May 2, 2018

DUE DATE: June 4, 2018 Time: 10:00 A.M.

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1. INTRODUCTION

Overview /Objectives

The Monroe Park Conservancy, (“Conservancy”) is seeking Proposals from interested vendors (“Vendors”) that are capable and experienced in providing, operating, and managing concession operations including food, beverage and retail at the location identified within this Request for Proposal (“RFP”), hereinafter referred to as the Checkers House. Situated in the heart of Monroe Park (“Park”), the City of Richmond’s most historic park, the Checkers House is currently being renovated, with an estimated completion date in August 2018. Additionally, the Park is currently closed for renovation including roughly \$6 million in overall improvements. The Conservancy anticipates the Park will reopen to the public by the end of summer of 2018. A primary objective is to have the Vendor in place and fully operational when the Park reopens to the public.

The Checkers House is a two-story structure. The Vendor will be located on the ground floor and the VCU Police Department will operate a substation on the upper level. See Checkers House floorplan attached at Exhibit A to this RFP.

The overall goal of the Conservancy with respect to this RFP is to identify a long-term partner to offer goods and services to the public in an enjoyable and cost effective manner. The Conservancy believes the Vendor will play a key role in the successful reopening of the Park, and serve as an anchor to promote energy and activity in the Park. The Vendor should provide Park visitors a varied selection of product offerings, including healthy food items, gluten free items, along with outstanding customer service. In addition, there will be the opportunity for the Vendor to provide, for rental or purchase, sports and other recreational equipment for use by visitors throughout the Park.

Please visit www.monroepark.com for more information about the Park.

2. CONSERVANCY BACKGROUND

The Monroe Park Conservancy is a 501(c)(3) non-profit organization created to facilitate the renovation of the Park through a public-private partnership. The Mayor of the City of Richmond, the President of VCU, and members of the Board from the public at large nominate its directors.

Our Mission is to administer the restoration, enhancement and operation of Richmond’s Monroe Park — an historic landmark with cultural, environmental and recreational significance to the City of Richmond, Virginia Commonwealth University, area residents and businesses.

Monroe Park originally was designed in the nineteenth century to be a safe, accessible, inviting, and engaging green space, and the Conservancy is working to ensure that it will be again. The eight-acre Park will be fully sustainable, with a goal of mitigating water runoff, efficient LED lighting, and native plants that enhance the Park as breathing space. The Conservancy’s plans have been honored for their commitment to sustainability.

History of Monroe Park

Established in 1851, Monroe Park is Richmond’s oldest park and one of the capital city’s most culturally and environmentally significant open spaces. Once a state fairground and later a military encampment, the registered historic Park now provides passage and respite to VCU students, as well as residents of Carver, Oregon Hill, and the Fan.

Forming the western edge of the City’s downtown grid, Monroe Park is bounded by Belvidere Street to the east, Main Street to the south, and Laurel and Franklin Streets to the west and north. It is often considered the front yard of Grace and Holy Trinity Episcopal Church, the Cathedral of the Sacred Heart, and the newly-renovated Altria Theater. VCU’s expansion of the Business and Engineering Schools and nearby dormitories has significantly altered the context and use of the Park. Such a shift offers an unprecedented opportunity to transform the Park into a vibrant, urban oasis.

3. SCHEDULE

The Conservancy anticipates the following Schedule:

| ACTION | DATE |
|-----------------------------------|---------------|
| Vendor Inquiry Deadline | May 18, 2018 |
| Letter of Intent to Propose Due | May 18, 2018 |
| Response to Vendor Inquiries | May 25, 2018 |
| Proposal Due | June 4, 2018 |
| Evaluation of Proposals Completed | June 30, 2018 |
| Anticipated Contract Award Date | July 15, 2018 |
| Anticipated Park Reopening Date | August 2018 |

Any revisions to the dates set forth above will be communicated by the Conservancy to all Vendors who have timely submitted a written Letter of Intent to Propose.

4. SCOPE OF SERVICES

The following presents the minimum scope of services (“Services”) to be provided in connection with the awarding of any services agreement (“Contract”). In addition, the Conservancy would like to restate that professional concession operations, innovation, creativity, affordability, unique culinary items, along with outstanding customer service are key, as the Conservancy looks to create a unique one of a kind experience for Park visitors through a Vendor at the Checkers House.

A. General.

- (i) The Vendor shall charge fair and reasonable prices for all food and retail goods sold and for all services provided at the Checkers House. Such prices shall not exceed those agreed to between the Vendor and the Conservancy. Prices to be charged by the Vendor shall be set forth in the Proposal submitted by each Vendor.
- (ii) Proposals must outline the food and any retail products that will be provided and each Vendor must include a sample menu with prices along with the number of anticipated employees.
- (iii) If a Vendor desires to make capital improvements to the Checkers House as part of its Proposal, alternative Proposals should be presented to the Conservancy. The Vendor should submit one Proposal without such improvements and an alternate Proposal indicating the desired improvements.
- (iv) The only equipment that the Conservancy is providing at the Checkers House for the Vendor’s use is 220/110 power supply, water line, sewer line, commercial-grade grease trap, and HVAC.
- (v) Vendor agrees to furnish all other equipment, utensils, supplies, etc., necessary to operate the Checkers House.

B. Food and Retail Concession Sales.

- (i) There should be a duly certified food service manager on duty at all times. Evidence of this certification should be included as part of the Proposal and will be required to be on display throughout the duration of any signed Contract. All servers should be trained in the safe handling of food as prescribed by all applicable requirements.
- (ii) Vendor must provide healthy, allergy friendly, or gluten free items.
- (iii) Styrofoam cups and gum products are prohibited at the Checkers House.
- (iv) Vendor should have quality name brand products as part of its menu offerings. In addition, the selected Vendor must offer a “healthy foods” component which should account for no less than 25% of their total menu offerings. Healthy food choices should include but are not limited to salads (e.g., fresh greens, spinach, pasta, tuna, chicken, etc), and fruit (fresh, packaged, canned and juices, etc).

- (v) Vendor must clearly display prices for all merchandise, food, beverages and services with professional signage. No cardboard or handwritten signs will be allowed.
- (vi) Vendor may not operate vending machines unless specifically approved in writing by the Conservancy, which approval may be withheld for any reason, including the Conservancy's election to install and operate vending machines.
- (vii) Vendor must maintain enough stock to serve the visitor need.
- (viii) The Conservancy envisions the Checkers House as a “grab and go”, where Park visitors can grab beverages, healthy snacks, pre-packaged foods, and related convenience items.
- (ix) Vendor shall provide an inventory of sports equipment for rent or purchase for use by Park visitors in designated areas of the Park (e.g., ping pong equipment, frisbees, board games, etc.).

C. Compliance.

- (i) Vendor shall perform the Services in accordance with Federal, State and City laws including, without limitation, all City codes, ordinances, standards and policies, as now existing or hereafter adopted or amended, including but not limited to the following:
 - a. Federal, State, and local health, safety and licensing laws relating to the sale of concession goods
 - b. City code provisions requiring any person or entity doing business in the city to obtain a business license
 - c. Conservancy rules, regulations and ordinances
- (ii) Vendor shall maintain and pay for all required permits, applicable licenses, certifications and insurance required by the Conservancy, other municipalities, other agencies and the Commonwealth of Virginia and any United State codes and regulations for this type of operation.
- (iii) The Vendor shall operate, at its own expense, the Checkers House and equipment in a clean and sanitary manner.
- (iv) All employees, officers, agents, and subcontractors of the Vendor shall be neatly attired in uniforms that properly identify them as official Vendor personnel. The design of such uniforms shall be subject to the prior approval of the Conservancy. All uniforms worn shall be maintained in a neat and clean manner.
- (v) Vendor shall clean all floors and other surfaces as needed on a regular basis. Vendor shall cleanse, disinfect and deodorize the Checkers House and shall promptly deposit all refuse in covered receptacles for all waste and garbage which may accumulate in the Checkers House.

(vi) Vendor shall comply with the following requirements set forth in Section 5(d) of the Conservancy's lease for the Park from the City of Richmond:

- a. Comply with the use policies established by the Board of Directors of the Conservancy ("Use Policies");
- b. Provide evidence of any required permits and licensing agreements, if any;
- c. Indemnify, defend and hold harmless the Conservancy and the City of Richmond and their respective officers and employees from and against any and all claims, costs, demands, expenses, judgments, losses, suits and other liabilities of any type (including but not limited to those relating to death or injury, property damage or environmental liability and those related to intellectual property for the performance or playing of intellectual property not owned or otherwise authorized by the Vendor), and any claim including attorneys' fees and other costs of litigation, caused by, arising from or relating to the acts or omissions of such Vendor, and its respective officers, employees, agents, servants, volunteers, contractors, or guests and from any breach by such Vendor of the terms of its license or sublease with the Conservancy;
- d. Maintain and provide a certificate of insurance indicating that it maintains commercial general liability insurance coverage at levels acceptable to the Conservancy and consistent with the Use Policies;
- e. If applicable, warrant that Vendor will not infringe, or cause or permit others to infringe, on any intellectual property right; and
- f. Where applicable, provide evidence that it possesses all necessary licensing agreements with all applicable performing rights organizations, including but not limited to ASCAP, BMI, MPLC and SESAC authorizing any performance by or on behalf of Vendor.

D. Reports.

(i) The Vendor shall provide to the Conservancy the following documentation on an annual basis:

- a. Annual Operating Budget
- b. Customer Service Plan
- c. Annual Marketing Plan
- d. Cash Handling Policies and Procedures
- e. Sales Volume & Expenses (Profit and Loss)
- f. Customer Service Reports (Visitor Feedback)
- g. Recommendations for upcoming year

(ii) The Vendor shall to provide to the Conservancy monthly electronic reports to include the following documentation by the 15th day of the following month:

- a. Revenue Report
- b. Expense Report
- c. Profit and Loss Report
- d. Sales Report
- e. Usage Report
- f. Customer Satisfaction (surveys, complaints, and safety issues)

E. Term .

Vendor will initially be provided a one (1) year Contract with two (2), one (1) year extension options.

F. Security.

- (i) The Conservancy assumes no responsibility to Vendor and Vendor hereby releases the Conservancy, its employees, agents and representatives, from any liability with respect to the loss, disappearance or theft of, or damage or casualty to, any property (including money) of Vendor or its employees or agents located in or being brought into or out of the Checkers House. The Conservancy is not providing any security system or device other than door locks. Copies of keys to all doors to and within the Vendor's space in the Checkers House shall be provided by the Conservancy to the Vendor.
- (ii) The Vendor shall report to the Conservancy within twenty-four (24) hours any vandalism or damage that occurs at the Checkers House or surrounding area.

G. Hours of Operation.

- (i) The Vendor shall operate the Checkers House on a year round basis. The Vendor must also operate during the hours the Park is open to the public. The Vendor must specify any proposed days of closure in their RFP Proposal. Any proposed change to the Vendor's operating hours shall be subject to prior written approval of the Conservancy.
- (ii) The Conservancy reserves the right to shut down Vendor's operations the Checkers House due to Vendor's failure to comply with stated terms and conditions.

H. Utilities.

Vendor will be responsible for the cost all utilities that arise from the operation of the Checkers House.

I. Marketing.

- (i) Vendor shall advise, assist, and work with the Conservancy in developing and implementing marketing activities, plans, and strategies for the Checkers House which will include but are not

limited to an internet and social media plan. Any cross-marketing material produced by the Vendor must be approved in advance by the Conservancy prior to distribution.

- (ii) Vendor shall maintain a business email address, phone number, and website to address customer inquiries.
- (iii) All signage and marketing materials must be approved by the Conservancy prior to any installation on Conservancy property. All marketing materials must clearly define the Conservancy as landlord/partner.

J. Conditions.

- (i) The Conservancy will provide the Checkers House facility, moveable tables and chairs for the plaza area surrounding the Checker's House, connections for utilities (electricity, water and sewer), and trash and recycling receptacles.
- (ii) Vendor will provide and pay all staff directly, including any applicable taxes.
- (iii) Vendor will agree to cooperate with the Conservancy in conjunction with any necessary liquor license or permit on Monroe Park property.
- (iv) Vendor will agree to cooperate with the Conservancy in conjunction with any necessary catering license or permit for special events on Monroe Park property.
- (v) Vendor shall provide any desired improvements to the Checkers House. Any modifications or improvements requested by the Vendor shall be installed at the sole expense of the Vendor and requires the advance written consent of the Conservancy. Upon installation, any such improvements shall become the property of the City of Richmond, as the owner of Monroe Park.

K. Proposal Amounts.

This is a sample worksheet where the Vendor should indicate its Proposal amounts assuming a one (1) year initial contract period and two (2) options to renew for an additional year. Please note that if the Contract does not start on the anticipated start date, the Conservancy shall prorate the Proposal amounts depending on when the Vendor starts operating the Checkers House.

TERM: _____, 2018 through _____, 2019 ANNUAL MINIMUM AMOUNT: \$ _____, plus (i) proposed percentage of gross food receipts to be paid to the Conservancy: __%, and (ii) if applicable, proposed percentage of gross alcoholic beverage receipts to be paid to the Conservancy: __%.

YEAR 1 _____

YEAR 2 _____ Optional year

YEAR 3 _____ Optional year



5. REQUIRED INFORMATION

Proposals must include the following required minimum information:

- 1) Cover Page (see sample cover page attached as Exhibit B to this RFP).
- 2) Proposal Letter on Vendor letterhead signed by an authorized representative of the Vendor that includes the following information:
 - a) An executive summary of the proposal.
 - b) A brief description of the Vendor, including when established, location of offices and how many employees.
 - c) A brief description of any partners or sub-Vendors and their role.
 - d) Vendor/Team Experience and qualifications to perform the requested services:
 - i. Select up to a maximum of five projects of comparable complexity that illustrate a comparable role for each Vendor undertaken during the past ten years, including samples of creative work and results.
 - ii. Key personnel who will perform the work. Names, titles and brief bios.
 - e) Capacity to perform the work. Describe other major pending work commitments and capacity to perform the requested services.
 - f) A detailed proposal in response to the scope of work outlined in Section 4 of the RFP.
 - g) Contact information for a person who can respond to questions about the proposal.
- 3) Summary of Experience. The purpose of this component is to demonstrate the Vendor's qualifications to provide top quality management of the Checkers House. The Conservancy's goal is to provide a high level of visitor service. The plan of operations should demonstrate how the Vendor proposes to meet that goal.

Please provide the following requested information.

- a) Time frame of experience of Vendor Company.
- b) Vendor Company proposed role in operation.
- c) Description of services provided.
- d) Manager. Identify the individual who will serve as the manager, preferably an owner-operator who is available at the site to discuss the operation of the Checkers House. This manager must have the responsibility and the authority to make or take any action

necessary to ensure a smooth and safe operation of the Checkers House and to see that the goals of the Conservancy are attained and the needs of the visitor are met.

- i. Name:
 - ii. Position with Vendor Company:
 - iii. Years with Vendor Company:
 - iv. Experience:
 - v. Any licenses:
- e) Other Staff:
- i. Name:
 - ii. Position with Vendor Company:
 - iii. Years with Vendor Company:
 - iv. Experience:
 - v. Any licenses:
- f) Describe fully the items or services proposed to be provided, including sample list of food and beverage items with proposed pricing.
- g) Attach a sample of your operating budget for the first year of any Contract.
- h) Describe return policies and rain check policies, if applicable.
- i) Describe systems for inventory and stocking, as applicable.
- j) Type of liquor license currently held by Vendor, if applicable.
- k) Copy of sales tax license.
- l) Copy of proof of insurance.
- m) Add any other relevant aspects of plan of operations.

6. EVALUATION AND SELECTION PROCESS

A. Responsiveness Review.

An internal Conservancy evaluation committee will review all Proposals to ascertain if they are responsive to all submission requirements.

B. Acceptance of Proposals.

The Conservancy reserves the right to reject any or all Proposals or any part thereof, to waive formalities, and to accept the Proposals deemed most favorable to Conservancy, in its sole and absolute discretion. This is a request for proposal and not a bid process. The Conservancy has the discretion to evaluate the qualitative as well as the financial aspects of each proposal and make its selection based on what it considers to be in the best interests of the Conservancy and the Park. The Conservancy reserves the right to accept or reject any and all proposals.

C. Evaluation Process.

The evaluation committee, at its discretion, may request that all Vendors provide a presentation, submit testimonials from current or past customers, submit clarifications, schedule a site visit of the Vendor's premises (as appropriate), provide a best and final offer, provide additional references, respond to questions, or consider alternative approaches.

D. Vendor Presentations.

The Conservancy reserves the right to, but is not obligated to, require that each Vendor provide a formal presentation at a date and time to be determined. If required by the Conservancy, it is anticipated that such presentation will not exceed one hour allowing a half hour for questions.

7. KEY RFP INFORMATION

A. Deadline for Submittals.

Proposals are due June 4, 2018 at 10:00 A.M. Eastern Time. No proposal will be accepted after the deadline. Submit Proposals solely to:

The Monroe Park Conservancy - Food Vendor RFP
P. O. Box 25926
Richmond, VA 23260
Email: RFP@monroepark.com

B. Number of Copies and Format of Proposal.

Mail or deliver one (1) printed original with signatures and one (1) electronic copy in pdf format to RFP@monroepark.com. All submittals must be formatted to print on 8.5 x 11" letter size paper and include, at a minimum, all information requested in Parts 4 (Scope of Services) and 5 (Required Information) of the RFP. Proposal documents that do not include all required information in the required format may be deemed non-responsive and rejected by the Conservancy from further consideration.

C. Deadline for Letter of Intent to Propose.

Each Vendor intending to submit a proposal shall notify the Conservancy in writing, on or before May 18, 2018 at 5:00 P.M. Eastern Time, and provide the following information:

Name of Vendor
Name of Primary Vendor Contact
Mailing Address
Email address
Telephone number

D. Deadline for Vendor Inquiries.

VENDOR QUESTIONS MUST BE SUBMITTED BY 5:00 P.M. EASTERN TIME on May 18, 2018, by email to RFP@monroepark.com. Questions submitted after this date may not be answered. Any correction, revision, answer or clarification of the RFP documents will be made only by a written addendum (if something in the RFP is changed) or a Clarifications/Answers document (if nothing in the RFP is changed) and provided to those Vendors who timely submitted a Letter of Intent to Propose. Any Addenda will be duly posted on the Conservancy's website (www.monroepark.com).

E. Notice of Decision.

Vendors who timely submit a proposal will be notified in writing of selection or rejection of the proposal on or around July 15, 2018. A Professional Services Agreement will be executed and delivered to the selected Vendor shortly after notification and approval by the Conservancy's Board and City of Richmond, if required.



8. EXHIBIT A (SUMMARY OF FACILITIES AND CHECKERS HOUSE FLOORPLAN)

The following is a summary of the Checkers House:



The Following is a summary of the Park Layout:



CHECKERS HOUSE FLOORPLAN

[See attached.]

9. EXHIBIT B (SAMPLE PROPOSAL COVER PAGE).

PROPOSAL

PREPARED FOR

Monroe Park Conservancy
Professional Services Contract for
Food, Beverage and Retail Vendor

VENDOR NAME:

