

RFP26-11

City of Concord, New Hampshire

Purchasing Division

**OPERATION OF FOOD CONCESSION AT
MEMORIAL FIELD ATHLETIC COMPLEX**

Prepared for, and in coordination with the

RECREATION DEPARTMENT

Contract Documents
Proposal Documents
Specifications

Firm: _____

PROPOSAL DUE DATE/TIME: APRIL 7, 2011 NOT LATER THAN 2:00 PM



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified firm to provide food and beverage concession services at the Memorial Field Athletic Complex. The firm must be lawfully engaged in providing food and beverage concession services in the State of New Hampshire.

An overview and detailed specifications are provided later in the Request for Proposal (RFP).

Proposals must be received **not later than 2:00 PM on April 7, 2011** from interested firms, to be eligible for consideration by the City. Each statement shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP 26-11

OPERATION OF FOOD CONCESSION AT MEMORIAL FIELD ATHLETIC COMPLEX"

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager, or his designee.

Copies of RFP 26-11 are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530) or on-line at www.concordnh.gov/Purchasing.

The successful Concessionaire shall submit to the City of Concord, the sum of Five Hundred Dollars (\$500.00) as security for any damage which may be sustained by acts attributable and/or the responsibility of the concessionaire. At the termination of the contract, the funds remaining in this account shall be returned to the Concessionaire after due inspection has been made of the premises by the Recreation Director and/or his designee. This security shall be held by the City of Concord (in a non-interest bearing account).

All proposals received will be considered confidential and not available for public review until after a vendor has been selected.

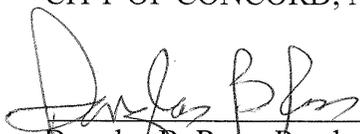
The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

Failure to submit all information as detailed on the Proposal Submission Checklist on Page 24 and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City's discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street, Manchester NH 03102	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NEW HAMPSHIRE



 Douglas B. Ross, Purchasing Manager
 Date: 3/14/11

Proposal Due Date/Time: April 7, 2011 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager (dross@concordnh.gov or (603) 230-3656-Fax) no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not

affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment

compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of the Memorial Field food concession contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under the Memorial Field food concession contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code:

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

SPECIFICATIONS AND GENERAL INFORMATION

GENERAL INFORMATION:

1. For large-scale annual events, such as the 4th of July, where crowd size points to the need for an expanded concession stand operation, the City reserves the right to open up for competitive proposing the involvement of other vendors to supplement the concession operation, or to allow additional vendors to provide food or nonfood items on a first come, first-served basis. If the City chooses to exercise this right, it will give the Concessionaire a minimum of fourteen (14) days' written notice prior to such events.
2. For large-scale special events, such as the Babe Ruth World Series or those conducted by other charitable or community-based groups which rely on concession revenue to help offset event costs or enhance their charitable proceeds, the City retains the right to allow such groups to provide for their own concession services exclusively on a case-by-case basis. The City shall always urge such groups to approach the Concessionaire to discuss the potential for partnership on concession services should the group desire to utilize the Stand.
3. The City shall notify user groups through the permit system of the Concessionaire hours of operations. The user groups will be responsible for contacting the Concessionaire directly to schedule additional concession hours if desired.
4. The City shall not be responsible for any user groups canceling an event, rescheduling due to weather or other conditions, or for overestimating or underestimating of crowd size.
5. The Concord National Little League has been granted the right to operate a concession stand located near the Little League Baseball field. The operation of this stand is limited to days and times when Little League games/practices are scheduled.
6. The City may enter into a product exclusivity agreement with one or more suppliers during the contract period. In such case, the Concessionaire will be required to use the products of these suppliers.

SPECIFICATIONS:

For the City, the purpose of providing adequate concession service to the public at the Memorial Field Athletic Complex is of paramount importance. This Request for Proposals is made for known Memorial Field Events as listed below:

- A. All High School Games
- B. All NHIAA Tournaments
- C. Various Youth and Adult Athletic Events
- D. Special Events such as July 4th Fireworks, community walks/runs, etc.

UTILITIES:

The City will furnish electricity and water where it has previously existed. In case any interruption should occur in such services, the City will not be responsible, but will make every effort to restore service as soon as possible. Telephone, propane gas and any other utility services will be the responsibility of the Concessionaire.

FOOD DISPENSING:

All food and beverages served by the Concessionaire must be served in paper products.

BEVERAGE DISPENSING:

During the term of agreement all soft drink vending will be on a self-service basis. The Concessionaire shall exclusively purchase all soft drink products (both fountain and vending) from the local beverage distributor currently under contract with the City. This City's current beverage agreement expires March 31, 2011 and is in the process of being renegotiated.

Pricing for these products will be in conformance with the City's exclusive beverage contract and will remain competitive throughout the term of the contract.

EQUIPMENT AND SERVICE:

During the term of the agreement, except as otherwise set forth herein, the beverage distributor currently under agreement with the City shall provide the necessary equipment and services to maintain and repair their fountain dispensing and vending equipment without charge. The current beverage distributor shall provide the necessary services to maintain, repair and fill its fountain dispensing and vending equipment (**minimum** of four vendors and two coolers).

Fountain after hour emergency repair service is available seven days a week between the hours of 8:00AM and 10:00 PM except for the following three holidays: Thanksgiving, Christmas, and New Year's Day.

The number of machines and the location of the equipment shall be mutually agreed to by the concessionaire, the City and the current beverage distributor. All equipment will be new or like new and in good working order. Postmix units for the concession area can be equipment to dispense ice if so desired. Fountain equipment will be equipped with six to eight valves.

The Concessionaire and its respective employees shall exercise prudent care in the handling and operation of the equipment. The Concessionaire agrees to keep the location(s) where the equipment is placed reasonably clean and free of any obstructions that will prevent its use.

Title to this equipment shall remain with the current beverage distributor and this distributor shall have the right to remove this equipment within thirty (30) days of expiration or termination of this agreement or the distributor's agreement with the City.

PERFORMANCE REQUIREMENTS:

This agreement, including all of the current beverage distributor's support to the Concessionaire as described above, is contingent upon the Concessionaire complying with the following performance criteria throughout the term of the Agreement:

1. When the opportunity arises for the placement of fountain equipment, at a minimum, the following fountain products shall be served: Pepsi, Diet Pepsi, Pepsi One, Mountain Dew, Lipton Ice Tea, Slice and Mug Root Beer or, should the City change its exclusive beverage provider, the equivalent products from another distributor;
2. There shall be brand identification for each soft drink product served on all menus and Postmix dispensing valves and vending machines (where applicable) at the Concessionaire's outlets through the term.
3. The Concessionaire shall use Postmix products only to prepare the fountain products for immediate or imminent consumption and shall not resell the Postmix products either to non-affiliated outlets, or to consumers in any form other than the soft drink products.
4. The Concessionaire agrees that (except to the extent that the current beverage distributor is unable to supply the Concessionaire with the corresponding bottle, can and fountain products) the following soft drink products shall be served exclusively throughout the term of this agreement in each of the Concessionaire's outlets (whether the outlet is now existing or is hereafter opened or acquired at any time during the term): Pepsi-Cola, Diet Pepsi-Cola, Pepsi One, Mountain Dew, Lipton Ice Tea, Slice, Mug Root Beer, Hawaiian Punch, Schweppes Ginger Ale, Ocean Spray Juice, Citrus Hill, non-frozen juice drinks, Aquafina water, and All Sport flavors or, should the City change its exclusive beverage provider, the equivalent products from another distributor. These beverages shall be served when bottle/can and fountain products are required for any reason, and shall be the exclusive bottle/can and fountain products sold during the term of this agreement.
5. The Concessionaire shall provide the current beverage distributor, upon the execution of the Agreement, a list of all concessions operating within the Memorial Field Athletic Complex. The Concessionaire shall promptly notify the current beverage distributor, in writing, of each concession that is opened or closed.

The Concessionaire shall purchase all post-mix and bottle and can/bottle products from the current beverage distributor servicing the geographical area in which the outlet is located. No product shall be purchased by the Concessionaire and delivered to one outlet and then shipped to another location or purchased from a third party. Should the Concessionaire lease the concession space, the current beverage distributor will allow the tenant to sell within their leased space, any of its beverage products that are not conflicting with the product categories mentioned in this agreement including milk, flavored milk, non-alcoholic beer, tap water, brewed hot coffee or brewed hot tea. Should the tenant elect to sell products distributed and protected by this agreement, those products must be purchased from the local, current beverage distributor.

CURRENT PER CASE PRICING (effective through March 31, 2011):

20 oz. Carbonated Soft Drinks:	\$15.00
20 oz. Sport Drinks:	\$16.75
20 oz. Water	\$10.30
20 oz. Juice Drinks:	\$15.25
20 oz. Tea:	\$14.00
Fountain Post-Mix 5 Gallon Bag 'n Box:	\$48.50 for carbonated soft drinks; \$53.50 for non-carbonated soft drinks

JANITORIAL SERVICES:

The Concessionaire shall be responsible for the daily cleaning, picking-up, stocking of supplies, disinfecting, and exterminating services in all areas under the Concessionaire's control. This will include the concession stand and immediate surrounding areas. Supplies, such as, but not limited to, paper towels, soap, and deodorizers will be provided by the Concessionaire. Trash and garbage pick-up and disposal will be provided

by the City. Concessionaire must keep all areas under the Concessionaire's control, including trash and garbage storage areas, in a condition of cleanliness suitable to the requirements of the State of New Hampshire Health Department and the City of Concord Health Department.

EQUIPMENT:

The Concessionaire must provide all the equipment necessary to operate the concession stand. This may include, but is not limited to, freezers, friolators, ice machines, etc. All the current equipment in the concession stand is the property of the City of Concord.

OTHER EQUIPMENT:

Concessionaire may install, at the Concessionaire's own expense, any other equipment which is necessary or desirable for the efficient operation of this concession. All such equipment shall be considered personal property of the Concessionaire, and may be removed at the termination of the concession service by the City or the Concessionaire, unless amounts are due the City. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building or surrounding property.

BUILDING:

Capital improvements to the building will be the responsibility of the City but shall only be done at its discretion and express direction. Repair and maintenance to the premises under the exclusive control of the Concessionaire shall be the responsibility of the Concessionaire. The Concessionaire shall be responsible for building security in all areas the Concessionaire's control. This shall include, but not be limited to, closing and locking at the conclusion of each business day.

QUALITY OF PRODUCTS AND PRICES:

All food items served must be nutritious, wholesome, palatable, and of good quality. In order to ensure this type of food, the quality of same will be subject to the review of the City Health Department, its agents, assigns and consultants. The price of all products sold on the premises shall be competitive with prices for similar products sold by similar concessions within the City of Concord and the immediate surrounding area. **It is, and shall continue to be, a primary objective of the City to ensure the public of satisfactory service, quality products, and reasonable prices.**

A sample menu detailing all products, services and prices **MUST** be submitted as part of each proposal submitted to the City. **ANY** changes to this menu must be approved, in advance, by the Recreation Director.

PRICES TO BE POSTED:

All food prices shall be openly and legibly posted on a bulletin board furnished by the Concessionaire.

INSURANCE:

The successful Concessionaire shall furnish to the City of Concord, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability, and worker's compensation, in accordance with the attached Insurance Requirements for All Concessionaires.

ADVERTISING:

No signs or other advertising matter may be placed on the premises without the written consent of the City. The Concessionaire may advertise the establishment in any of the media or by mailings and other communications with the written approval of the Recreation Director. The Concessionaire may not use his/her connection with the Memorial Field Concession operation in any advertisement for any other business in which the Concessionaire is involved.

PERSONNEL:

Concessionaire will, at all times, maintain an adequate staff of employees for the efficient operation of the business. All employees of the Concessionaire shall be dressed in neat and clean attire. The Concessionaire shall employ only competent and satisfactory workers and whenever the City shall notify the Concessionaire in writing that any person employed on the premises, is, in its opinion, incompetent, disorderly, unsanitary, unsafe, or otherwise unsatisfactory, such a person shall be discharged and shall not again be employed at a City facility without consent of the City.

MINIMUM HOURS OF OPERATION:

The Concessionaire staff shall be on duty one-half hour prior to scheduled events. The hours set forth are minimum standards and the Concessionaire may not vary from these minimum standards without the express approval of the Recreation Director. Despite the annual inclusive dates of this agreement, the Concessionaire may open for business at any time that the field is open to the public.

STATUTES, ORDINANCES AND REGULATIONS:

Concessionaire will comply with all applicable federal, state, county and City of Concord statutes, ordinances, and regulations, and shall procure all necessary licenses and permits required in connection with the operations described herein. Any alterations to the building, as required by any agency, will be the responsibility of the Concessionaire. All alterations must have City approval before implementation.

FINAL AUTHORITY:

In order to guarantee the high quality of services and merchandise being provided to the public, all questions relating to policies, prices, quality, cleanliness, and services must be settled to the satisfaction of the City.

SURVEY BY POTENTIAL CONCESSIONAIRES:

Potential concessionaires are urged to visit the premises to view in detail the premises offered by the City. Arrangements to view the premises can be made by contacting David Gill, Recreation Director, Concord Recreation Department, 1 White Street, Concord, NH 03301, (603)225-8690, dgill@concordnh.gov. Questions on policy or questions regarding the proposal, prospectus, or contract may be sent in writing to Doug Ross, Purchasing Manager, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301; (603) 230-3656-Fax; dross@concordnh.gov.

ACCOUNTING METHODS AND PAYMENTS:

1. Audits: For a period of at least three (3) years after completion of the Memorial Field food concession contract, it is the responsibility of the concessionaire to make available, upon demand, at her/his place of business, all price lists, documents and other records pertaining to purchases and payments (labor, equipment and materials) made with respect to the operation of the Memorial Field food concession.
2. Annual Profit and Loss Statement: Within thirty (30) calendar days following the anniversary date of each contract year, the Concessionaire shall provide the City with a profit and loss statement for the Memorial Field food concession operation. At the City's option it may request that any profit and loss statement be audited by a Certified Public Accountant.
3. Payments Under the Contract: Payments shall be made to the Treasurer, City of Concord, New Hampshire, in three equal payments to be made prior to **July 1st, September 1st, and December 1st of each year. The City shall invoice the concessionaire in advance of each payment.**

MEETINGS:

Meetings shall be held, at the request of the City or the Concessionaire, at a place and time mutually agreed upon by the City and Concessionaire. These meetings shall be for the purpose of, but not limited to:

1. Discussing current operational issues.
2. Presenting official requests for changes in schedules, prices, portions, products, or policies; and
3. Other pertinent issues which may arise.

DEMISED PREMISES:

The Concessionaire shall have control of the concession stand located at the Memorial Field Athletic Complex. The City reserves the right to increase or decrease the size of the area when it determines it is in the best interests of the public to do so. The Concessionaire shall make no alterations or repairs to the premises without first obtaining the written approval of the Recreation Director.

SECURITY:

The Concessionaire shall deposit with the City of Concord, the sum of Five Hundred Dollars (\$500.00), to be held by the City of Concord (in a non-interest bearing account) as security for any damage which may be sustained by acts attributable to the responsibility of the concessionaire. At the termination of this contract, the funds remaining in this account shall be returned to the Concessionaire after due inspection has been made of the premises by the Recreation Director and/or her designee.

INSPECTION BY THE CITY:

The Concessionaire shall allow the City access to the premises at all reasonable hours for the purpose of examining said premises and making necessary building repairs, or for any other purpose not unduly affecting the operation of the Concessionaire's business.

TERM OF AGREEMENT:

The Concessionaire shall operate the Concession for a period of three (3) years. This agreement may be renewed, by mutual consent of the City and Concessionaire for one (1) two (2) year period. Each year, the concession shall open for business on or about April 1 (subject to field conditions) and close on December 1 or within five (5) business days after the last scheduled event in the calendar year.

TYPE OF OPERATION:

The Concessionaire shall provide food and hot and cold beverages/drinks of a type and in a manner consistent with the operation of a public athletic facility complex, however, keeping in mind the peculiarities of the Memorial Field Complex. The prime purpose of this Concession is to broaden the services available to the public while raising revenue for the City.

EVALUATION OF PROPOSALS:

Weighted evaluation criteria are detailed at the end of the Request for Proposals.

TERMINATION:

The Concession may be cancelled by the City in the event of the Concessionaire's failure to perform or to keep and observe any of the conditions set forth. Any material misrepresentations contained in the proposal or in the proposer's qualifications may constitute the basis for a termination.

QUALITY OF SERVICE:

In order to guarantee the high quality of services and merchandise provided to the public any questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of the City. If the City determines that the Concessionaire is failing to perform under the terms as set forth in the proposal and specifications, or if the Concessionaire is failing to supply adequate service to the users of the facilities, the City may notify the Concessionaire, in writing, of the default. This notice will describe the default or failure and provide a remedy with a reasonable time stated for implementing the remedy. If the Concessionaire fails to remedy the situation to the satisfaction of the City, the City shall have the right to take immediate possession of the premises from the Concessionaire and the Concessionaire will promptly, and in good condition (ordinary wear-and-tear excepted), surrender the premises and property to the City.

PERSONAL PROPERTY:

All equipment and personal property, bought, installed or placed by the Concessionaire on the premises under this agreement shall be deemed personal and shall remain the property of the Concessionaire. The Concessionaire shall have the right to remove the same at the end of the contract term provided that he is not in default on rental payments to the City or repairs to the premises for which he is responsible.

RIGHTS:

The Concessionaire shall waive his/her rights to question the reasonableness of the City's termination of this agreement, except in an action involving monetary damages.

MODIFICATIONS OR EXTENSIONS:

The Request for Proposals and all addenda, the Concessionaire's Proposal and the Agreement signed by the parties, shall be considered to contain all understandings, covenants and agreements between the parties and the provisions contained therein. It shall not be modified or amended except by written agreement, duly executed by both parties. No waiver of default by the City of any of the terms, covenants hereof to be performed, kept and observed by the Concessionaire shall be construed as acting of a waiver of any subsequent default, and the acceptance of rent during, or after, a default shall not be deemed as a waiver of any right on the part of the City.

NOTICES:

Notice to the City shall be sufficient if addressed to:

David Gill, Recreation Director
Recreation Department
1 White Street
Concord, New Hampshire 03301

and sent by certified mail, postage prepaid. The Concessionaire shall supply in writing the name and address to which the City may send notices by certified mail. The concessionaire shall within ten (10) days of Notice of Award of the proposal, execute an Agreement incorporating the terms of this proposal.

PROPOSAL SUBMISSION CHECKLIST

In order to be considered responsive, each prospective Concessionaire must submit the following documents, in **one (1) original and one (1) identical copy** as part of his/her proposal:

1. Proposal Sheet
2. Specifications Exception Form
3. Alternate Form W-9
4. City of Concord Indemnification Agreement
5. Qualifications of Proposer and Questionnaire
6. Sample Menu

The successful Concessionaire must submit, prior to contract signing:

1. **Their firm's insurance certificate (naming the City of Concord as an Additional Insured) that meets the minimum required levels of coverage as detailed by this Request for Proposals; and**
2. **\$500 Security**

CITY OF CONCORD, NEW HAMPSHIRE

PROPOSAL SHEET

**RFP 26-11, OPERATION OF FOOD CONCESSION
AT
MEMORIAL FIELD ATHLETIC COMPLEX**

Pursuant to and in compliance with the terms, conditions and specifications of RFP34-06, the undersigned proposes to operate the concession located at the Memorial Field Athletic Complex and to pay the City the following annual amounts:

Dollar Amount for Contract Year Receipts up to **\$ 38,000.00:**

Figures: _____

Written: _____

Percentage of Annual Gross Receipts if Greater than **\$38,000.00:**

Figures: _____ Percentage (%)

Written: _____ Percentage (%)

CONTRACT PERIOD FOR EACH YEAR IS FROM APRIL 1 (SUBJECT TO FIELD CONDITIONS) THROUGH DECEMBER 1 OR WITHIN FIVE (5) BUSINESS DAYS AFTER THE LAST SCHEDULED EVENT IN THE CALENDAR YEAR.

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS PROPOSAL
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS PROPOSAL HAS NEVER DEFAULTED ON ANY MUNICIPAL, COUNTY, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
603-230-3664

Due Date/Time: April 7, 2011 Not Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials which you intend to furnish.

If your proposal does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Alternate Form
W-9 (rev 01/08)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company -- Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number --	Employer identification number --
---------------------------	-----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
------------------	---------------------------------	--------------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

CITY OF CONCORD, NEW HAMPSHIRE
RFP 26-11, OPERATION OF FOOD CONCESSION AT MEMORIAL FIELD ATHLETIC COMPLEX
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT

The successful Concessionaire agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all concessionaires, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Concessionaire in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE

1. NAME OF ORGANIZATION (Specify type – whether an individual, partnership, corporation or other legal entity) _____

2. BUSINESS ADDRESS _____

3. IF A CORPORATION – Give names and addresses of corporate officers and amount of stock owned by each, either legally or equitably, and the name and address of each stockholder. Also indicate when and where incorporated and if qualified to do business in the State of New Hampshire. Give names and addresses of the Board of Directors. List names and addresses of all persons having financial interest, direct, or indirect in the corporation.

4. IF A PARTNERSHIP OR OTHER NON-CORPORATE ENTITY – Give names and addresses of all partners or all persons having any financial interest, direct or indirect, in the organization, and specify the nature of such interest.

5. State the number of years that the organization, under its present name, has been in the food and beverage concession business _____

QUALIFICATIONS OF PROPOSER AND EXPERIENCE – (cont.)

6. State the experience, qualifications and background of all persons having management control of the organization in the food and beverage concession business.

7. List chronologically the concession operation or similar business presently or heretofore operated by the organization, or by persons having management control of the organization.

8. List all pertinent information indicating the ability of the organization and its management personnel to operate a successful concession on the premises giving full and adequate service to the users of the Memorial Field Complex.

9. References: A. Bank _____

- B. Suppliers _____

QUALIFICATIONS OF PROPOSER AND EXPERIENCE – (cont.)

10. Do you intend to expand on the minimum hours of operation?

Yes _____ No _____ If answer is yes, please list below hours and dates you propose.

11. List your staffing of concession indicating number of people, classification and hours and days for each.

Example Only: Monday through Friday, May 1st to Labor Day, two (2) employees from 6:00 PM – 11:00 PM. During all High School games and NHIAA Tournaments a minimum of four (4) employees, etc...

SIGNATURE: _____

COMPANY: _____

PLEASE COMPLETE AND SIGN AND RETURN WITH YOUR PROPOSAL.

City of Concord, New Hampshire
RFP 26-11, Operation of Food Concession at Memorial Field Athletic Complex
Insurance Requirements for all Concessionaires

Additional Coverage is Required if Checked

Minimum Limits Required

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000
<input type="checkbox"/> Occurrence	
<input type="checkbox"/> Claims Made	

Additional Coverage to Include

<input type="checkbox"/> Owners & Contractors' Protective – Limit	NA
<input type="checkbox"/> Underground/Explosion and Collapse	

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
<input type="checkbox"/> Any Auto, Symbol 1	
<input type="checkbox"/> Include Employees as Insured	

Additional Coverage to include:

<input type="checkbox"/> Garage Liability	NA
<input type="checkbox"/> Garage Keepers Legal Liability	NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	NA
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

<input type="checkbox"/> 1. Professional/Errors & Omissions	NA
<input type="checkbox"/> 2. Builders Risk – Renovation Form	
All Risk completed value form including Collapse	NA
Sublimit for Soft Cost Coverage	NA
<input type="checkbox"/> 3. Installation Floater (Equipment)	NA
<input type="checkbox"/> 4. Riggers Liability	NA
<input type="checkbox"/> 5. Environmental – Pollution Liability	NA
<input type="checkbox"/> 6. Aviation Liability	NA
<input type="checkbox"/> 7. Watercraft – Protection & Indemnity	NA

(X) **The City of Concord must be named as Additional Insured**

NOTICE OF AWARD

Date: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: RFP 26-11

PROJECT: Operation of Food Concession at Memorial Field Athletic Complex

CITY'S CONTRACT NO.: RFP 26-11

CONTRACT FOR: Operation of Food Concession at Memorial Field Athletic Complex

You are notified that your proposal dated _____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract to provide the food concession services at Memorial Field in accordance with the terms, conditions, specifications and prices of the **CITY'S** Request for Proposals (RFP 26-11 and all addenda) and the **CONCESSIONAIRE'S** proposal response opened on April 7, 2011.

The Contract Price of the **CONCESSIONAIRE'S** contract shall be in conformance with the RFP terms, conditions and specifications and the fee schedule submitted with the **CONCESSIONAIRE'S** proposal response.

One (1) original of the Agreement accompanies this Notice of Award. Please sign and return the Agreement for countersignature by the **CITY**. One countersigned copy of the Agreement will be returned for the **CONCESSIONAIRE'S** records.

The **CONCESSIONAIRE** must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2011. The **CONCESSIONAIRE** must deliver to the **CITY**:

1. One (1) fully executed counterpart of the Agreement;
2. The Contract Security (\$500.00) as specified by RFP 26-11; and
3. The **CONCESSIONAIRE'S** insurance certificate, naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage as detailed by the Insurance Requirements for All Concessionaires.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider the **CONCESSIONAIRE'S** proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after the **CONCESSIONAIRE** complies with these conditions, the **CITY** will return to the **CONCESSIONAIRE** one fully signed counterpart of the Agreement and a Notice to Proceed.

DOUGLAS B. ROSS

(CITY)

BY

(AUTHORIZED SIGNATURE)

PURCHASING MANAGER

(TITLE)

Copy to RECREATION DEPARTMENT

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by
and between The City of Concord, New Hampshire, hereinafter called "**CITY**" and the
_____ doing business as a (sole
proprietorship) (partnership) (corporation) (limited liability company) (non-profit entity) hereinafter
called "**CONCESSIONAIRE**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned:

1. The **CONCESSIONAIRE** will commence and provide the food concession services at the Memorial Field Athletic Complex as detailed by RFP 26-11 and all addenda and the **CONCESSIONAIRE'S** proposal response to include the fee proposal opened on April 7, 2011.
2. The **CONCESSIONAIRE** will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the complete operation of the food concession services at the Memorial Field Athletic Complex as described herein.
3. The **CONCESSIONAIRE** will commence the work required by the **CONTRACT DOCUMENTS** upon receipt of the **NOTICE TO PROCEED**. The **CONCESSIONAIRE** shall operate the Concession for a period of three (3) years. Each year, the concession shall open for business on or about April 1 (subject to field conditions) and close on December 1 or within five (5) business days after the last scheduled event in the calendar year. This **CONTRACT** may be renewed, by mutual consent of the **CITY** and **CONCESSIONAIRE**, for one (1) two (2) year period.
4. The **CONCESSIONAIRE** agrees to provide all of the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the fee schedule (see attached) submitted by the **CONCESSIONAIRE** and accepted by the **CITY**.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) REQUEST FOR PROPOSALS: RFP 26-11
 - (B) RFP 26-11 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT

4. INSURANCE CERTIFICATE IN CONFORMANCE WITH RFP
REQUIREMENTS

(D) LETTER OF AWARD

(E) NOTICE OF AWARD

(F) AGREEMENT

(G) NOTICE TO PROCEED

(H) ADDENDA NO. _____ DATED _____

6. The **CONCESSIONAIRE** will pay the **CITY** in conformance with the terms and conditions of RFP 26-11.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:
Douglas B. Ross _____

BY _____

Title Purchasing Manager _____

(SEAL)

ATTEST:

Name _____

Title _____

CONCESSIONAIRE:

By _____

Name _____
(Please Type)

Address _____

(SEAL)

ATTEST:

Name _____
(Please Type)

NOTICE TO PROCEED

Date: _____

TO: _____

ADDRESS: _____

CITY'S PROJECT NO.: RFP 26-11

PROJECT: Operation of Food Concession at Memorial Field Athletic Complex

CITY'S CONTRACT NO.: RFP 26-11

CONTRACT FOR: Operation of Food Concession at Memorial Field Athletic Complex

(Concessionaire)

The **CONCESSIONAIRE** is notified that the Contract Time under the above contract will commence to run on the date of this Notice to Proceed. By that date, the **CONCESSIONAIRE** is to start performing her/his obligations under the Contract Documents. In accordance with the Agreement for Concession Services, the contract period is three (3) years ending on or about December 1, 2014. This contract may be renewed, upon mutual agreement of both the City and Concessionaire, for one (1) two (2) year period.

Also before you may start any Work at the site, you must deliver to the City:

1. One (1) fully executed counterpart of the Agreement;
2. Contract Security (\$500.00) as specified by RFP 26-11; and
3. An insurance certificate, meeting the minimum required types and levels of coverage, which names the City of Concord as an additional insured

DOUGLAS B. ROSS
(CITY)

By _____
(AUTHORIZED REPRESENTATIVE)

PURCHASING MANAGER
(TITLE)

Copy to RECREATION DEPARTMENT

City of Concord,
New Hampshire



Finance Department

Purchasing Division

CITY HALL 41 GREEN STREET

Concord, NH 03301

(603)225-8530 FAX(603)230-3656

Reference: RFP 26-11

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * * No Proposal Questionnaire * * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals (RFP 26-11, Operation of Food Concession at Memorial Field Athletic Complex) for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.):

- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A

Comparative Evaluation Criteria

In addition to meeting the requirements of RFP 26-11, vendors will be rated according to the following merit system.

1. The City wishes to insure that it awards the contract to a vendor that can provide the City with high quality service through outstanding staffing efforts.

Highly Advantageous (10 Points)	The vendor currently has its own paid staff
Advantageous (5 Points)	The vendor currently has a combination paid/volunteer staff that can provide the services requested
Acceptable (2 Points)	The vendor will rely solely on a volunteer staff

Please describe your organization:

2. The City wishes to award the contract to a vendor that has provided similar systems to other organizations.

Highly Advantageous (10 Points)	The vendor has supplied at least 3 similar systems in the past 3 years
Advantageous (5 Points)	The vendor has supplied at least 2 similar systems in the past 3 years
Acceptable (2 Points)	The vendor has supplied at least 1 similar system in the past 3 years

Comparative Evaluation Criteria
Page 2

Please list the names of the organizations and a contact person and reference where similar systems are operational:

3. The City wishes to award the contract to a vendor with the capability of generating additional new services for the public. This may include items such as scoreboards, signage, special event incentives.

Highly Advantageous (10 Points)

The vendor has internal capabilities to perform the above services

Advantageous (5 Points)

The vendor can supply services through a third party

Unacceptable (0 Points)

The vendor cannot supply services

Please discuss capabilities in this area:

Comparative Evaluation Criteria
Page 3

4. The City wishes to award the contract to a vendor who provides the greatest value to the City in the most responsive manner

a. Ranked least cost to most cost

Highly Advantageous (10 Points)	Highest revenue
Advantageous (5 Points)	2 nd Highest revenue
Acceptable (2 Points)	3 rd Highest revenue
Unacceptable (0 Points)	Lowest revenue

b. Ranked most responsive to least responsive regarding hours of operation, variety of products and cost of products.

Highly Advantageous (10 Points)	Most responsive
Advantageous (5 Points)	2 nd Most responsive
Acceptable (2 Points)	3 rd Most responsive
Unacceptable (0 Points)	Least responsive