



**August 31, 2012**

**Glencoe Park District  
Request for Proposals  
Watts Ice Center  
Food Concession License**

This Request for Proposal (RFP) is for the purpose of selecting a Licensee to provide a quality food concession service in conjunction with the existing operation at Watts Ice Center.

- General Requirements:** Proposers are to submit two copies of their written proposals per this request. Mark one (1) copy as your original and sign where appropriate. Proposals will be **opened and evaluated in on or shortly after the due date.**
- Submission Location:** Glencoe Park District  
999 Green Bay Road  
Glencoe, IL 60022  
ATTN: Nancy Symonds, Executive Assistant
- Submission Date:** Tuesday, September 18, 2012, 2 p.m.  
Proposals received after the time specified will not be considered.
- Contact:** David Johnson, Facility Manager  
847-835-7544

**General Information**

**Introduction**

Watts Ice Center, located at 305 Randolph Street, Glencoe, Illinois, is a facility of the Glencoe Park District ("District") and the location of the District's outdoor ice skating rinks. The concession stand is located in the lobby of the facility. Watts Ice Center is a fourteen week operation with the concession stand operating from November 23, 2012 through March 4, 2013.

*Celebrating 100 Years of FUN!*

### **Intention**

The District is soliciting proposals from qualified, experienced food service providers interested in operating the concession service at Watts Ice Center.

### **Service to be Provided**

The Watts Ice Center concession stand is an integral part of the facility's operation. The intended licensee shall be an experienced food service provider. The District requires a high quality food and non-alcoholic beverage service operation providing a wide range of menu items to the patrons at Watts on a daily basis throughout the season.

### **Examination of the Site**

Each proposer is encouraged to visit the site to become fully acquainted with the available space and facility, and all other conditions affecting the provision of the services. No additional compensation or relief from any obligations of the license will be granted because of a lack of knowledge of the site or the conditions under which the services will be provided.

### **Interpretation or Correction of Request for Proposals**

Proposers shall promptly notify the District of any ambiguity, inconsistency or error which they may discover upon examination of the Request for Proposal. Interpretations, corrections and changes to the Request for Proposal will be made by written addendum and sent to all prospective proposers who have notified the District in writing of their intent to submit a proposal. It is the responsibility of prospective proposers to so notify the District if they want to be included in the list of prospective proposers who are to receive addenda. Interpretation, corrections or changes made in any other manner will not be binding.

### **Discussion of Proposals**

The District may conduct discussions with any proposer who submits a proposal. During the course of such discussions, the District shall not disclose any information derived from one proposal to any other proposer.

### **Negotiations**

The District reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this Request for Proposal.

After a review of the proposals, and possible oral presentations, the District intends to enter into license agreement negotiations with the selected proposer. These negotiations could include all aspects of services and fees. If a license agreement is not finalized in a reasonable amount of time, the District will open negotiations with the next ranked firm.



### **Reserved Rights**

The District reserves the right at any time and for any reason to cancel this Request for Proposal or any portion thereof, to reject any or all proposals, or to accept an alternate proposal. The District reserves the right to waive any immaterial defect in any proposal. The District may seek clarification from a proposer with respect to its proposal at any time and failure to respond promptly is cause for rejection.

### **Incurred Costs**

The District will not be liable, under any circumstance, for any costs incurred by respondents in replying to this Request for Proposal.

### **Award**

It is the intent of the District to negotiate a license agreement with the proposer that the District determines to be the best qualified based on the submittal and, if determined necessary by the District, the interview and otherwise to be in the best interests of the District. The determination of the District shall be based on considerations including but not limited to: (a) adherence to all conditions and requirements of the Request for Proposal, (b) license fee proposed, (c) menu and menu pricing proposed and (d) qualifications of the proposer, including past performance, financial responsibility, general reputation, experience, service capabilities, staff and facilities.

A proposer to whom an offer is made shall be required to enter into a written license agreement with the District in a form approved by legal counsel for the District. This Request for Proposal may be incorporated into and made part of the final license agreement. The District reserves the right to negotiate the terms and conditions of the license agreement with the selected proposer. The District reserves the right to interview proposers during the evaluation process. Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times. The District will not be responsible for any cost of the proposer's presentation.

### **Compliance with Applicable Laws and Criminal Background Checks**

The licensee shall be required to certify compliance with applicable federal, state and local laws including but not limited to those pertaining to equal employment opportunity and unlawful discrimination.

The licensee will be required to perform criminal background checks on all employees working at the Watts Ice Center and will be required to certify that no employee has been convicted of a crime that would make him/her ineligible under applicable state statutes if employed by the District. The criminal background checks will be paid for by the licensee and are not reimbursable by the District.



### **Additional Information**

Should the proposer require additional information about this proposal, please e-mail to [djohnson@glencoeParkDistrict.com](mailto:djohnson@glencoeParkDistrict.com) no less than seven (7) days prior to the proposal opening date. ANY and ALL changes to this Request for Proposal are valid only if they are included by written Addendum to all prospective proposers who have notified the District of intent to submit a proposal as provided above. No interpretation of the provisions of this Request for Proposal or license documents will be made orally. Failure of any proposer to receive any such addendum or interpretation shall not relieve the proposer from obligation under its proposal as submitted. All addenda so issued shall become part of the proposal documents. Failure to request an interpretation in writing constitutes a waiver to later claim that ambiguities or misunderstandings caused a proposer to improperly submit a proposal.

### **Proposer Qualifications**

Proposers must possess all required state and local licenses and certifications. The proposer's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. The District reserves the right to check references to ensure that competent persons will be utilized in the performance of the services.

### **Items to be Submitted**

Along with the proposal, proposers shall submit:

- A Completed Price Sheet Identifying license agreement Cost
- General Information and References Sheets
- Licensee Qualifications (copies of food service licenses)
- Please submit a proposed menu items and prices that will be charged for same

Proposals lacking these completed forms may not be considered for award.

The District encourages proposers to include additional documentation supporting proposer's performance record, financial resources, experience, and reliability to execute this license as described herein. Any and all exceptions to the Request for Proposal terms and specifications must be clearly documented on company letterhead.

### **Evaluation Criteria**

The District staff will initially review all responses to the Request for Proposal. Then, recommendations will be presented to a Committee of the Board of Park Commissioners for review and a recommendation will then be presented to the Board of Park Commissioners for its approval. This review process could take up to forty-five (45) days.



### **Responsibility and Default**

The licensee shall be required to assume responsibility for fulfillment of all items listed in this Request for Proposals. The successful proposer shall be considered the sole point of contact for purposes of this license agreement.

### **Change in Status**

The proposer shall notify the District immediately of any change in its status resulting from any of the following:

- Proposer is acquired by another party
- Proposer becomes insolvent
- Proposer, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act
- Proposer ceases to conduct its operations in normal course of business

Additional financial details may be required from the selected licensee to ensure financial stability of the selected licensee.

The District shall have the option to terminate its license agreement with the proposer immediately on written notice based on any such change in status.

### **Hold Harmless Clause**

The proposer agrees to indemnify, save harmless and defend the District, its park commissioners, officers, employees and agents, and each of them against and hold it and them harmless from any and all damages, lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and reasonable attorney's and paralegal fees for or on account of any injury to or death of any person, or any damage to property, to the extent arising out of, or resulting from, or in connection with the license agreement, or licensee's provision of the concession services under the license agreement.

### **Insurance (Subject to Change)**

All insurance policies shall be issued from insurance companies holding at least an "A: VIII" or better rating as rated by A.M. Best Company.

- A. Worker's Compensation and Employer's Liability with limits not less than:
- 1) Worker's Compensation: Statutory
  - 2) Employer's Liability:
    - a. \$1,000,000 injury – per occurrence
    - b. \$ 500,000 disease – per employee



- c. \$ 500,000 disease – policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

- B. Comprehensive General Liability in a broad form, to include coverage for the following where exposure exists:

- 1) General Aggregate: \$2,000,000
- 2) Bodily Injury:
  - a. \$2,000,000 per person
  - b. \$2,000,000 per occurrence is preferred but \$1,000,000 is acceptable
- 3) Property Damage:
  - a. \$2,000,000 per occurrence is preferred but \$1,000,000 is acceptable
  - b. \$2,000,000 aggregate
- 4) Product Liability

- C. Business Auto Insurance with limits not less than:

- 1) \$1,000,000 – each accident
- 2) \$ 500,000 – medical

Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

The District, its elected and appointed officials, employees and agents shall be named additional insured by proper endorsement.

### **Law Governing**

This proposal and any license resulting therefrom shall be governed by and construed according to the laws of the State of Illinois.

### **Signature and Legibility**

The proposer shall clearly print or type its legal name and address, and the signature of the person with authority to bind the proposer shall be clearly and legibly written in the space provided with the title of the signatory clearly printed or typed.

### **Use of Park District Equipment**

In its conduct of the food service operations, the licensee shall be permitted to use the furniture and equipment owned by the District as indicated below:



4 burner stove and oven  
Coffee Maker  
Hot Chocolate Machine  
Microwave  
Refrigerator  
Industrial Freezer  
Pop Corn Machine  
Pretzel and Pizza warmer

### **Schedule**

Except for periods when the facility is closed by the District, and except as otherwise provided in this paragraph, during the license term, the licensee will operate concessions three days (Fridays, Saturdays, and Sundays) beginning November 23, 2012 and ending March 4, 2013 and other days as listed below:

November 23, 2012 – March 4, 2013

Friday	3 pm – 8 pm
Saturday	10 am - 5 pm
Sunday	10 am - 5 pm

Holiday Hours – December 24, 2012 – January 6, 2013  
10 a.m. – 5 p.m.

Christmas - Facility Closed

South School Skate -(Hours will be available 14 days in advance)  
approximately 9 a.m. to 3 p.m.  
Mondays through Fridays

School Off dates that are needed: December 21, January 21,  
February 14 and February 18

The licensee will not revise, alter, or modify the hours of operation without prior written approval of the District or its authorized representative. However, the provider may close the concession stand during those times when the Watts Ice Center is closed due to weather/facility related issues, with the verbal approval of the facility supervisor. The provider may extend the concession stand hours of operation for such reasonable periods of time as its business needs require.

The District may require the provider to operate a grill and be open for modified hours for special events at Watts Ice Center such as hockey tournaments,

A yellow banner with a ribbon-like border containing the text "Celebrating 100 Years of FUN!" in blue and red.

figure skating exhibitions, high school hockey games and public skating events. Notification of such hours will be made 14 days in advance.

**Menu**

The provider will be required to offer a wide range of menu items including but not limited to healthier options such as sandwiches, salads and healthy snack items.





### Watts Ice Center Concessions

The license term will run from November 23, 2012 through March 4, 2013.

Proposer: \_\_\_\_\_  
(Print Name of Proposer)

Signed: \_\_\_\_\_  
(Signature of Authorized Officer)

As Its: \_\_\_\_\_  
(Title of Signatory)

Dated: \_\_\_\_\_, 2012

Seasonal License \$ \_\_\_\_\_

#### Authorized Negotiators:

Name \_\_\_\_\_ Phone # \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

**Receipt of Addenda:** The receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_



In submitting this proposal, it is understood that the District reserves the right to reject any or all proposals, to accept an alternate proposal, and to waive any informalities in any proposal.

### References

Please provide at least five (5) business references:

Name: \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail \_\_\_\_\_

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-Mail \_\_\_\_\_



### **Licensee Qualifications**

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Contact Person \_\_\_\_\_  
Telephone Number \_\_\_\_\_ Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_

# of Years in Business \_\_\_\_\_ # of Employees \_\_\_\_\_

Annual Sales # \_\_\_\_\_ # of Business Locations  
& Addresses \_\_\_\_\_

1. Within the past ten (10) years, has your firm, any officer or other individual employed by your firm, been the subject of any administrative or judicial proceeding for alleged violations of any law, or any rule or regulation of any governmental body. If yes, please provide a detailed explanation of the proceeding, including the nature of the charge or claim, the disposition of the matter and the specific individuals/entities involved.
2. Within the past ten (10) years, has your firm been the subject of any other type of claim, including by way of example and not limitation, for breach of contract? If yes, please provide a detailed explanation of the proceeding, including the caption, claimant, court or other dispute forum, nature and disposition of the claim.
3. Has your firm ever been terminated prior to completion of its services from any project? If yes, please provide a detailed explanation, including the identities of all entities and individuals involved, the nature of the services which your firm was to provide, the individuals who were assigned to provide the services and the reason given for the termination



**Licensee Profile**

- A. How long have you been in the food service industry? \_\_\_\_\_  
\_\_\_\_\_
- B. What is your business philosophy? \_\_\_\_\_  
\_\_\_\_\_
- C. What type of food service business do you currently operate? How many customers do you serve per week? \_\_\_\_\_  
\_\_\_\_\_
- D. What is your current staff and organization structure? \_\_\_\_\_  
\_\_\_\_\_
- E. What distinguishes your firm from your peers in the industry? \_\_\_\_\_  
\_\_\_\_\_
- F. Please provide a sample proposed menu for Watts Ice Center. \_\_\_\_\_  
\_\_\_\_\_
- G. Please list your other concession operations. \_\_\_\_\_  
\_\_\_\_\_

