

**City of Ellsworth  
Request for Proposals  
Food Concession Services at the City of Ellsworth Harbor Park**

The City of Ellsworth is seeking proposals for Food Concession Services at the Ellsworth Harbor. This area is City owned and provides for various recreational activities. It is the intent of the City to have vendors offer to the public a variety of food products. The City makes no guarantee as to the number of patrons who will utilize these services.

Sealed proposals will be received at City of Ellsworth, One City Hall Plaza, Ellsworth, ME 04605 until 10:00 am on Friday, January 13, 2023 at which time they will be publicly opened. Proposals that are late, submitted without the required surety, submitted without original signature(s), and/or submitted via facsimile shall not be accepted. Any other comments, information, etc., about their organization, which a bidder wishes to provide, should be attached on a separate sheet of paper and enclosed in the same envelope containing the City provided form. NOTE: All potential proposers are reminded that information contained in the submitted material will be public record.

The City may hold the proposals for a period not to exceed sixty (60) days from the date of the proposal opening to review the proposals and investigate the proposer's qualifications prior to awarding the contract.

Request for additional proposal information, proposal documents, and questions may be directed to Lisa Sekulich, Public Works Director at (207) 669-6626.

Proposals shall be submitted in sealed envelopes plainly marked on the outside with "Harbor Vendor Proposal". Ten (10) complete copies of the proposal and all requested material shall be submitted. The original copy, so marked, shall be signed with the firm's name, its corporate seal (if applicable) and bear the handwritten signature of an officer or an authorized employee having the authority to bind the company to a contract by his/her signature.

The awarded Proposer(s) shall have the right to sell food products, ice cream, candy, and non-alcoholic beverages from a removable shed type structure, mobile type cart or vehicle. **No permanent structures may be erected.** Equipment must be moved from City property at the end of the season. Vendors shall operate for 5 months from May 15, 2023 until October 15, 2023. The proposer will state what their daily intended hours of operation are for the season in their proposal.

The sale of items shall be made only at designated sites within the park. Signs and where and how they are displayed must receive prior City approval.

The awarded Proposer(s) agrees to obtain all licenses/permits, provide all equipment, observe and comply with all applicable Federal, State, and/or City rules and regulations, including those adopted by the City with respect to selling foods.

The awarded Proposer(s) shall pay all charges for utilities furnished to the Premises, including but not limited to gas, steam, water, electricity, sewer, and telephone service. The awardee(s) shall be required to establish and maintain a connection between its mobile food service trailer

and meters placed for monitoring electric and water use and consumption. The Landlord shall in no event be liable for any interruption or failure of utilities or other services on the Premise.

The awarded Proposer(s) will be required: to display menu boards on concession units and to provide prompt, efficient and courteous service. The public's right of use and enjoyment of the park shall not be infringed upon by any activity of the awarded Proposer(s). Their activities shall be conducted so as to render the best possible service to the public in a dignified manner and no pressure, coercion, persuasion or other forms of intimidation shall be used in an attempt to influence the public to use their services or buy their products. Operation must be conducted so as not to interfere, through excessive noise or odor, with the public's enjoyment of the park. Hours of operation shall not exceed 9 pm, unless prior permission is granted by the City for special events.

Any contract awarded may be cancelled, without cause, by the City giving thirty (30) days prior notice in writing to the awarded Proposer. The City may also cancel any contract immediately for cause due to non-payment of proposed fees or due to failure by a vendor's non-performance. Non-performance will include, but not limited to, the failure of the awarded Proposer(s) to regularly provide the services identified herein without specific reason as to its cause and/or without the approval of the City Council, or designee.

Payment due to the City under any contract awarded shall be paid either in full for the entire season on contract signing or in equal monthly payments to the CITY OF ELLSWORTH, MAINE. Timely payment is required.

The successful proposer shall agree to save the City harmless from all losses, costs, or damages caused by his/her acts or those of his/her agents, and before signing the contract, will produce evidence satisfactory to the City of Ellsworth that he/she has secured combined automotive and public liability coverage in an amount no less than One Million (\$1,000,000.00) combined single limit for bodily injury and property damage per occurrence, and may be reasonably increased by the Landlord, as necessary to protect the Landlord's interests. The City disclaims any and all responsibility for injury to the contractors, their agents or others at any time. The awarded Proposer shall be an independent contractor and shall not represent themselves as employees or agents of the City.

## **SUBMISSION INFORMATION**

Proposers shall include the following information and submittals:

- a) **Letter of Transmittal-** This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to timely performance of work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- b) Identify the type of business entity involved (e.g. sole proprietorship, partnership, corporation, etc.)

- c) **Qualifications and experience** of the firm/individual(s) who will provide the services. Provide a summary of the proposer’s experience in concession operations, including a firm’s history, references (attaching letters if available), etc.
- d) Provide a **proposed plan** that explains and/or illustrates the type of concession services you intend to provide, the methods and equipment to be used, innovative ideas/approaches. The plan may be accompanied by pictures, layouts and other appropriate information that will convey to the City exactly what you are proposing. Include proposed menu with pricing.
- e) Provide a **summary of any litigation** filed by or against the proposer in the past five (5) years which is related to the services that the proposer provides in the regular course of business.
- f) State your **price proposal**. The City allows each proposer to submit their own proposal regarding the amount he/she is willing to pay for concession rights. Each proposer is given the opportunity to specify a fixed yearly amount for this location.

**SELECTION PROCESS/EVALUATION CATEGORIES**

It is the intent of the city to select those proposers who demonstrate the ability to provide the highest quality service to the public and who will provide the highest revenue to the City. In evaluating the proposals, the City will consider the following factors, none of which, standing alone, will become conclusive:

<b>ITEM</b>	<b>CRITERIA</b>	<b>WEIGHT</b>
<b>I.</b>	<b>PRICE PROPOSAL- amount and type</b>	<b>50%</b>
<b>II.</b>	<b>QUALIFICATIONS- variety, volume and quality of equipment owned; past experience of individuals and/or firms previous contracting experience with the City and/or other government entities; responsiveness of proposal regarding format.</b>	<b>25%</b>
<b>III.</b>	<b>PLAN OF OPERATION- operational plan, understanding of City’s needs, technical soundness of proposal, reasonableness of proposed menu list.</b>	<b>25%</b>

Interviews may be conducted with any proposer to clarify submitted material. The City further reserves the right to negotiate with the selected vendor(s) as to the terms of the contract, including but not limited to price, plan of operation, etc. All negotiations are intended to lead to a binding contract(s) with all contracts requiring City Council approval.

The City of Ellsworth reserves the right to waive any informalities in Proposals, to accept any Proposal or portions thereof and to reject any and all Proposals should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate proposer’s qualifications, capability to perform, availability, past performance record and to verify that proposers are current in their obligations to the City.

**\*\*\*THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL\*\*\***

The **UNDERSIGNED** hereby declares that he, she or they are the only person(s), firm or corporation interested in this proposal as principal; that it is made without any connection with any other persons(s), firm or corporation submitting a bid for the same.

The **UNDERSIGNED** hereby declares that they have read and understand all conditions as outlined herein, and that the proposal is made in accordance with same.

The **UNDERSIGNED** hereby declares that any person(s) employed by the City of Ellsworth, Maine, who has direct or indirect personal or financial interest in this proposal, or in any profits which may be derived there from has been identified and the interest disclosed by separate attachment. Please include in your disclosure any interest which you know of. An example of a direct interest would be a city employee who would be paid to perform services under this proposal. An example of indirect interest would be a City employee who is related to any officers, employees, principals or shareholders of your firm or you. If in doubt of status or interest, please disclose to the extent known.

**COMPANY NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**DAYTIME PHONE NUMBER:** \_\_\_\_\_

**TYPE OF ORGANIZATION-** Individual\_\_\_ Partnership\_\_\_ Other\_\_\_ Corporation\_\_\_

**STATE OF INCORPORATION, if applicable:** \_\_\_\_\_

**FEDERAL TAX IDENTIFICATION/SOCIAL SECURITY NUMBER:** \_\_\_\_\_

NOTE: Proposals must bear the handwritten signature of a duly authorized member or employee of the organization submitting a proposal.

**The above signed agrees to pay the City of Ellsworth, Maine for the privilege, as described herein, for a period beginning May 15, 2023 through October 15, 2023, to provide FOOD CONCESSION SERVICES at City of Ellsworth Harbor:**

\_\_\_\_\_ **PER MONTH**