

**INVITATION
FOR
PROPOSAL**

Sealed proposals will be received by the City Purchasing Agent in his office at City Hall, Room 14-B, 745 Main Street, Niagara Falls, New York, 14302 no later than December 17, 2012 at 4:00 P.M. for a license to operate the snack stand at City Hall, 745 Main Street, Niagara Falls, NY.

The attached terms and conditions are the framework by which all proposals must be based.

For questions regarding this concession or to arrange for an inspection of the snack stand, please contact Dean W. Spring at (716) 286-4371.

**Terms and Conditions for a License to Operate
the
Snack Stand at City Hall
745 Main Street
Niagara Falls, New York**

A. LICENSE

1. This is a license to operate the snack stand during the period January 1 thru December 31 of each year this license is in effect.

B. OPERATION OF THE SNACK STAND

1. The licensee must keep the premises open as a minimum between the hours of 8:00 A.M. and 1:00 P.M. but may stay open as late as 5:00 P.M., Monday thru Friday every day of the year except when City Hall is closed.
2. The City shall be responsible for maintenance and upkeep of the stand, plumbing and electric systems.
3. The licensee shall be responsible for janitorial service for the area surrounding the stand.
4. Any damage to City property caused by the licensee shall be repaired at the licensee's expense.
5. Any alterations the licensee may wish to make to the stand must be approved by the City. Permanent improvements and fixtures added to the stand shall become the property of the City upon termination of the license agreement.
6. The licensee may install a new lock on the door but City personnel must have a key to the stand in case of an emergency. City personnel may inspect the premises at any time upon prior verbal notice.
7. Upon termination of the license agreement, the premises, are to be returned to the City in the same or better condition as is presently, reasonable wear and tear expected.
8. The City shall provide water and electricity for the stand.
9. It is expected that the licensee shall offer both hot and cold food such as pizza, salads, sandwiches, pastries, chips, popcorn, candy, etc. No alcoholic beverages may be served.

10. The City has an agreement with a company for operation of vending machines which sell soda pop, fruit drinks, water, etc. Therefore, those types of products may not be sold at the snack stand. However, coffee, tea and dairy products such as milk may be sold.
11. Personnel who work at the snack stand are expected to be appropriately dressed and clean in appearance. They should also acquaint themselves with the locations of the various offices in the building as they are oftentimes asked by the public where certain offices are located.
12. The snack stand was previously operated by Carolyn's House. The City encourages prospective licensees to consider hiring those individuals who had been employed at the snack stand. They are already familiar with the office locations in the building and have developed a good rapport with the employees in the building. For information regarding these individuals please contact the Carolyn's House.

C. EXISTING CONDITIONS

1. The snack stand is located on the ground floor of City Hall. It is an enclosed structure approximately 14' x 6'. There is shelving, a glass display case/counter and a working sink. There is also lighting and electrical outlets. There is no gas service.
2. The snack stand serves approximately 100 employees in the building as well as visitors to City Hall.
3. Revenue for the past five (5) years has been the following:

2011	\$15,500 (approx.)
2010	32,299
2009	34,071
2008	33,696
2007	35,663
2006	36,954

D. TERMS OF AGREEMENT

1. Proposals must be based on a term of five (5) years, January 1 thru December 31 commencing on January 1, 2013 and terminating on December 31, 2018.
2. The contract may be extended annually for up to five (5) additional years, thru December 31, 2023, if mutually agreeable.

E. BASIS OF AWARD

1. Award of the license will be based on the total of the payments for the first five (5) years of the agreement as well as any other offers submitted in the proposals which may be deemed advantageous to the City. Experience in operations of a food and beverage business shall also be a major factor in determining the best proposal.
2. To be considered for award, a proposal must comply with all the terms and conditions as set forth in this request for proposals.

F. PAYMENT

1. Proposals must be based on a fixed monthly payment payable in twelve (12) equal monthly installments due January 1 thru December 31, each contract year.
2. Payments are due the first of each month. A late fee of 1 ½ % per month shall be assessed on all past due amounts.
3. Any proposals which do not include a fixed monthly payment or include a fixed monthly payment plus a percentage of sales or profit will not be considered for award unless the fixed monthly payment is higher than the fixed monthly payment proposed by anyone else. The amount payable to the City may be different each year of the agreement, however, the amount to be paid each year must be clearly stated in the proposal.
4. If you wish to consider extending the agreement beyond the initial five (5) year period the annual payment amounts for those years must be included in your proposal.

G. QUALIFICATIONS

1. The individual or business entity which is submitting the proposal for operation of the concession must have at least three (3) years experience in identical or acceptably similar food service operation. Such experience must fall within the definition of operational and personnel management.
2. Documentation must be provided with your proposal which includes the names and locations of current and/or previous business you or your company have operated and when they were under your supervision.

H. INSURANCE

1. The licensee must provide prior to being allowed on the premises a certificate of insurance which meets all the requirements as set forth in the attached "Instructions for City of Niagara falls Standard Insurance Certificate". Failure to provide the certificate on a timely basis will constitute a failure to perform under the terms of the contract and the contract will be terminated. In lieu of the requirement for general liability coverage of \$1,500,000.00 per occurrence and \$3,000,000.00 annual aggregate, the City will accept \$1,000,000.00 per occurrence and annual aggregate.

I. ASSIGNMENT

1. This licensee may not be assigned or sublet without first receiving written approval of the City.

J. TERMINATION

1. This is a license and is terminable by the City at will. In addition, if the licensee is not performing satisfactorily under the terms of the agreement, or if the City determines not to operate a snack stand at City Hall, the City reserves the right to terminate the agreement on thirty (30) days written notice.

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INSTRUCTIONS FOR
CITY OF NIAGARA FALLS STANDARD INSURANCE CERTIFICATE

Standard Insurance Requirements apply to the following classifications:

Construction and Maintenance
Purchase of, or lease of merchandise or equipment
Professional Services
Property Leased to others or Use of Facilities or grounds
Concessionaire Services
Livery Services
All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least B+ and shall provide a Certificate of Insurance as evidence of such coverage to the City of Niagara Falls before commencement of work and/or lease or delivery of merchandise or equipment.

Certificate should be made to the City of Niagara Falls, N.Y., Room 242, 745 Main Street, PO Box 69, Niagara Falls, N.Y. 14302-0069 and should reference the operation.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder.

All Certificates of Insurance shall be approved by the Risk Management Department prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000.00 per occurrence and 3,000,000.00 annual aggregate. The coverage shall include:

- * Premises and Operations
- * Products and Completed Operations
- * No exclusion for X C U coverage (explosion, collapse and underground)
- * Independent Contractors
- * Broad Form Property Damage
- * Contractual Liability
- * Fire Legal Liability (Covered by a standalone limit of \$1,000,000)
- * Personal Injury Liability (Cov. A, B and C)
- * Liquor Liability (if alcoholic beverages are to be dispensed under NYS License.)
- * If the work to be performed is undertaken pursuant to a home improvement contract and a City right-of-way permit is required only by reason of the installation, repair or replacement of a driveway, apron, or sidewalk within the City right-of-way, then the limits of liability for comprehensive general liability set forth in this section shall be \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

The City of Niagara Falls shall be named as an Additional Insured on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the City of Niagara Falls for payment of any premiums or for assessments under any form of policy.
2. The insurance shall apply separately to each insured (except with respect to the limit of liability).
- B. **Auto Liability:** (if licensed vehicles are to be used in the operation) With a combined single limit for Bodily Injury and Property Damage of \$1,000,000.00 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designated for Liability Coverage on Business Auto Policy).
- C. **Excess Umbrella Liability:** If General Liability and/or auto limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.
- D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000). With a minimum limit of \$1,500,000.00 each occurrence and 3,000,000.00 aggregate. Named insured shall be the City of Niagara Falls, New York.
- E. **Professional Liability:** If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000.00).
- F. **Property Insurance:** (if applicable) Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.
- G. **Statutory Workers' Compensation and Employers Liability:** All contractors doing business with or vendors entering upon City of Niagara Falls property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.
- H. **Performance and Payment Bond: (if specified in bid request)** A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the City of Niagara Falls in the amount of not less than _____ percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.

NOTE: IF THE CONTRACT IS FOR PROFESSIONAL SERVICES ONLY, (ENGINEERS, ARCHITECTS, ETC.), PARAGRAPHS D, F AND H WILL NOT APPLY.

Revised 05-03-2012