

REQUEST FOR PROPOSALS (“RFP”) FOR THE OPERATION OF A FOOD TRUCK VENDOR(S) AT CONCORD REGIONAL AIRPORT

March 20th 2014

I. INTRODUCTION

The City of Concord Aviation Department is seeking proposals for the operation of a food catering truck at the Airline Passenger Processing Building (“Hangar A”) at the Concord Regional Airport during times of airline flight operations. Hangar A is located at 9201 Aviation Blvd, Concord, NC 28027. This RFP would be for a temporary 60 day period beginning March 31st 2014.

II. BACKGROUND

In December 2013, Allegiant Air started scheduled airline service at Concord Regional Airport with twice a week flights to Orlando Sanford International Airport. Allegiant Air serves the airport with either 166 passenger MD-80 or 177 passenger A-320 aircraft. Currently, those flights operate on Mondays and Fridays scheduled for a 7:15 PM and arrival and a 7:56 PM departure. Passengers for the departing flight can arrive up to two hours early to check in and processing to the gate waiting area.

The City of Concord Regional Airport converted an existing aircraft storage hangar (Hangar ”A”) into an airline passenger processing building with areas for baggage claim, ticket counter, security processing, and secure gate holding areas. This is a limited amenity building and the only food service and drinks currently available is from two vending machines.

Passengers have requested additional on-site food, specifically hot food, options at the airport.

The market for this service would not only be outbound airline passengers (up to 177 passengers) but also employees working the airline flights, friends and relatives awaiting the inbound flight, and potentially inbound flight passengers as well.

Food Truck service would be expected to available from 5 PM until 7:30 PM, and possibly later if the flight is experiencing a delay.

III. DESCRIPTION OF THE CONCESSION LOCATION

The location of the food truck area would be on the street side of the Hangar “A” building on a flat compact gravel surface. Electrical power and utility connections would not be available at this location. Restroom facilities would be located across the parking lot in the general aviation terminal building at the airport. The City of Concord Aviation department will provide a limited number of inside table / chairs for customers to eat. Passengers may take their food through security screening (but not drinks) and eat on plane or in gate area.

IV. SCOPE OF THE PROPOSAL

Form of Request for Proposal

Responses shall be submitted via e-mail (preferred), else postal mail or hand delivered upon request. Response shall be brief and summarize qualifications in a few paragraphs. Include name of business, name of primary contact, along with e-mail and phone number.

City Fees, Taxes, Licenses and Policies

Concessionaire shall agree abide by all City of Concord Regulations and Policies governing operations in the City. The Concessionaire shall pay all taxes and license fees applicable in the City of Concord.

Concessionaire also agrees to pay City of Concord Aviation Department concession fee of 10% for privilege of operating on City Airport premises.

Concessionaire must meet any relevant health and safety regulations of the City of Concord and State of North Carolina.

Food Options

Preference will be given to proposals that include or highlight a diverse range of food options, including but not limited to healthy, local, and affordable food options of variable price ranges.

Payment Options

Concessionaire must accept cash payments minimally, and have the option of accepting payment via other formats.

Insurance

The City of Concord requires the following minimum limits of insurance coverage:

General Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence

Workers Compensation \$100,000 each accident
 \$100,000 bodily injury by disease each employee
 \$500,000 bodily injury by disease policy limit

NC Workers Compensation insurance limits are mandatory, per statute, and must be met by employers with three or more employees.

Setup, Teardown, and Cleaning of Carts & Grounds

Concessionaire space will be available for setup beginning at 4:00pm. Concessionaire must be prepared to begin serving by 5:00pm. The City of Concord Aviation department will provide a trash can at Concessionaire space and additional trash containers inside Hangar A.

The Concessionaire shall maintain a clean space surrounding their food truck and will be expected to assist with area clean up (pick up of paper, cups, plates, napkins left by customers) before leaving its space.

Employees

The Concessionaire is responsible for their own staffing needs to support sales and distribution.

V. CONTENTS OF RFP RESPONSE

A. Respondents shall submit in the proposal a description of their company and overall experience in performing this type of work.

B. Respondent shall submit a list of food and beverage items to be offered and estimates of their prices. Selected Respondents will be required to post all prices for the foods and beverages offered in an area easily viewed by customers.

C. Respondents shall acknowledge the insurance requirements of the City of Concord and pledge to meet or exceed those requirements. If respondent has less than three employees, respondent shall acknowledge they are not required to meet worker compensation insurance requirements.

D. Respondent shall acknowledge the profit-sharing requirements set forth by the City of Concord Aviation Department, and agree to enter into an agreement with the City. A sample agreement is provided as RFP Attachment A.

E. Respondent shall describe the planned physical footprint (measured dimensions) of their food truck and space needed for operations (service window, ordering que, doorway access, menu board, etc). Photos of the food truck at an event would be helpful.

F. Respondent shall provide copies of their Sales and Use Permit.

G. Respondent shall provide copy of its latest Department of Health Inspection and score.

VII. EVALUATION OF PROPOSALS

Proposals will be evaluated upon the following criteria:

A. Acceptance of City of Concord terms and conditions, insurance, and permitting;

B. Demonstration that Concessionaire is capable of and has experience serving food at similar events.

C. Concessionaire customer service experience and marketing and promotion experience.

D. Offering of diverse food options, in terms of cost, sourcing, and dietary variety.

E. Preference will be given to proposals that include a procurement method that provides preference to locally grown and/or produced products when feasible.

G. Ability of the proposer to provide food truck services for special events, at other times at the Airport, and for a period that extends beyond the initial 60 day period.

VIII. OTHER INFORMATION

Proposal Deadline

Proposals must be received by the City of Concord Aviation Department by ***Thursday, March 27th, 2014 at 5 pm.***

Proposals shall be directed to:

Rob Walter, Aviation Development Manager,

City of Concord Aviation Department

9000 Aviation Blvd, Concord NC 28027

Email: walterr@concordnc.gov

Additional Information

Additional information about the Concord Regional Airport or this RFP can be directed to walterr@concordnc.gov or phone 704-920-5900. Additionally, postal mailed or hand-delivered responses can be requested for submission via phone or e-mail.

Proposals Acceptances

The City of Concord reserves the right to accept a proposal in whole or in part, to accept more than one proposal, or to reject any and all proposals, and to negotiate separately, as necessary, to serve the best interests of the customers using the passenger terminal facilities at the airport.

It is anticipated that selected and non-selected vendors will be notified by March 28, 2014.

If more than one vendor is selected, dates during the initial 60 Day trial will be rotated between the vendors and a determination will be made if more than one vendor can be accommodated at the same time.

If trial period is successful, than a longer lease period will be negotiated with selected vendor(s) for times covering scheduled airline service at the airport. Flight schedules are determined by the airline providing service and do change from time to time.

FOOD TRUCK RFP – ATTACHMENT “A”

STANDARD FORM CONTRACT

This contract is made and entered into as of the ___ day of _____, 20____, by the City of CONCORD (“City”) and _____ (“Contractor”), (x) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide _____ at the charges set forth either in this paragraph or in Exhibit “A”. In this contract, “services” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit “A”. Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on _____2___ and end at _____ 2___. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation policy	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input type="checkbox"/> \$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

All those doing business with the City must have a current **Privilege License** issued by the City of Concord if a privilege license is authorized by law.

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

_____ Albert Benshoff, Esq.

City of Concord

P.O. Box 308

Concord, NC 28026

Fax Number: (704)

To the Contractor:

City Attorney

PO Box 308

Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against

all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows: (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions. (2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____

By: _____

City Manager
President/Manager/Partner

Signature of President/Vice

Printed Name: _____

Date: _____

Title: _____

Date:

ATTEST BY:

officer

City Clerk

ATTEST:

BY: _____
Signature of Vice President, Secretary, or other

Printed Name: _____

Title _____

SEAL

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____ dated _____ 2_____.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for _____ staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: _____, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)

a. YES _____, or b. NO _____.
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.

5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This ____ day of _____, 20__.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the ____

day of _____, 20__.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

EXHIBIT "C"

TAX FORM(S)

EXHIBIT "D"

CERTIFICATE OF INSURANCE