



## Request for Proposals

### 2024 Food and Beverage Concessions Erie Zoo and Flo Fabrizio Ice Center

#### Opportunity

Erie Zoological Association ("Erie Zoo") invites interested parties to submit proposals to provide Food and Beverage Concessions for the zoo located at 423 West 38<sup>th</sup> Street Erie, PA 16508 as well as the Flo Fabrizio Ice Center located at 527 West 38<sup>th</sup> Street Erie, PA 16509. Erie Zoo is seeking a Concessionaire that best demonstrates the ability to provide innovative, affordable, safe, and reliable services to park patrons while paying reasonable concession fees to Erie Zoo. Applicants are encouraged to offer services and/or products that would be complementary to the existing use of the zoo and ice rinks facilities, and events.

#### Overview

Erie Zoo wishes to establish a one (1) year agreement with a qualified Concessionaire to provide, operate, and manage Food, Beverage and Concessions. By submitting this RFP, applicant agrees in advance that if it is the selected Concessionaire, it agrees to enter into an agreement with terms defined in the Erie Zoo's Request for Proposals 2024 Food and Beverage Concessions Agreement, and will operate the awarded facility according to the terms and conditions outlined in the agreement.

#### Service Locations

All applicants are encouraged to visit the site prior to submitting a proposal. Please email Mackenzie McCarthy at [mmccarthy@eriezoo.org](mailto:mmccarthy@eriezoo.org) to schedule your visit. The service locations available for proposals are listed below, with detailed minimum operational hours required. Additional hours can be added as long as they are mutually agreed upon by both parties. Hours for all stands may vary based on weather and other factors, adjustments are be mutually agreed upon by both parties.

##### Location 1: Yak Bar

- Minimum required hours of operation: May – Labor Day, Daily from 10 am – 4:30 pm; September (after Labor Day), weekends only 10:30 am – 3:30 pm

##### Location 2: Snack Shack

- Minimum required hours of operation: May 1<sup>st</sup> – Labor Day, Daily from 10 am – 4:30 pm; September (after Labor Day), weekends only 10:30 am – 3:30 pm

##### Location 3: Main Stand

- Minimum required hours of operation: May 1<sup>st</sup> – Labor Day, Daily from 10 am – 4:30 pm; September (after Labor Day), weekends only 10:30 am – 3:30 pm; October, during all ZooBoo event hours

##### Location 4: Flo Fabrizio Ice Center Snack Stand

- Minimum required hours of operation: Mid-September through Mid-March, during all public skating sessions (Fridays 8-10 pm, Saturdays 12-2 & 8-10 pm, Sundays 12-2 pm). Plus during various tournament dates TBD.

#### Addressing and Labeling of Proposal

All Proposals shall be sealed in envelopes labeled "Erie Zoo Concessionaire Proposal 2024" and shall be delivered to the Administrative Offices of the Erie Zoo at 423 West 38<sup>th</sup> Street, Erie, PA 16508 no later than 10am. EST on Friday, April 26<sup>th</sup>, 2024.



## **Proposals**

All proposals should be prepared simply and provide straightforward concise descriptions of the applicant's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

### **1. Details of Submission Requirements**

All responses must be consistent with the guidelines; please note the insurance requirements.

#### **A. FORMS and SUBMITTALS**

Required for all submissions: Respondents must complete the four attached forms and additional submissions using the directions listed above in the section titled: Addressing and Labeling of Proposal

1. Form 1 - Summary Sheet;
2. Form 2 - Payment Schedule;
3. Form 3 - Preliminary Menu/ Product Sheet or copy of Menu;
4. Form 4 - Notarized Non-Collusion Affidavit;
5. Submittal 1 - Copy of Food Service License or Licenses, if any;
6. Submittal 2 - Operations Plan;
7. Submittal 3 - Copy of Bureau of Worker's Compensation Certificate;
8. Submittal 4 - Copy of Federal W9 Form;
9. Submittal 5 - Health department record for past two years (copies of inspection reports, if any)
10. Submittal 6 – Staffing Contingency Plan

#### **B. OPERATIONS PLAN**

Erie Zoo seeks vendors that recognize that they are a critical contributor to the image of Erie Zoo. Erie Zoo will enforce high standards for appearance and service level, but more importantly, Erie Zoo seeks vendors who will be partners in maintaining these high standards of operation. Prospective Concessionaires will be permitted to use the existing food and beverage concession equipment located at the zoo and ice center. Equipment may not be removed from those locations and shall be the responsibility of the concessionaire to maintain and return the equipment in working order at the end of the contract period. Concessionaire shall also submit an equipment list denoting type, age, and condition of each piece of their own equipment which will be used to carry out the work herein specified. In awarding the agreement for this work, the type, age, and condition of the Concessionaire's equipment will be carefully considered. All responses should be described on two (2) or less 8 ½" x 11" pages of the operational plan.

#### **C. REFERENCES**

Prospective contractors shall submit a list of three (3) references detailing past work experiences and jobs they have had similar in nature to that covered by this agreement. Such list of references shall include the name, address, and telephone number of a contact person at each place of previous work experience or job and a brief description of each said experience or job listed. The Concessionaire shall also include a signed statement giving Erie Zoo permission to contact each listed reference.

#### **D. FINANCIAL OFFER/ PAYMENTS**

Payments shall be postmarked to Erie Zoo by the thirtieth (30) of the following month in which received. Concessionaire shall maintain detailed daily revenue records indicating the amount of gross revenue (including all tender types) for Concession sales. A detailed daily revenue report, as approved by Erie



Zoo, shall be submitted with each payment. Erie Zoo shall have access to the Concessionaire's general ledger, and other accounting records it deems necessary, to determine the amount due. With respect to all matters covered by this RFP, concessionaire's records and documents shall be subject at all times to inspection review or audit by the Erie Zoo. Concessionaire will supply Erie Zoo any documentation upon request. Payments shall be mailed to the address listed in this policy:

Erie Zoological Society  
P.O. Box 3268  
Erie, PA 16508

## **2. Additional Information on Concessionaire Selection**

Erie Zoo reserves the right to reject any or all responses if it determines that such action is in the best interest of Erie Zoo. Erie Zoo reserves the right to modify, suspend or cancel the process at any time at its sole discretion. Responses which do not meet basic requirements or those which fail to meet minimum standards on any single evaluation criteria may be disqualified. Examples of basic requirements that the respondent must meet:

- A. Submission of all information, materials and documents required by this procedure;
- B. Demonstration of qualification and certification requirements outlined in this procedure and absence of financial problems;
- C. Sufficient staff and/or Concessionaire, and equipment.

In addition, Erie Zoo may reject any response that contains contingencies, additions not called for, omissions, errors, or irregularities of any kind; provided, however, that Erie Zoo reserves the right to waive any and all informalities or minor irregularities, including without limitation receipt of any omitted materials or information subsequent to submission.

Erie Zoo will have no obligation to treat any information submitted to it in response as proprietary or confidential. Erie Zoo obligation with respect to protection and disclosure of such information will at all times be subject to any applicable laws. Erie Zoo will have the right to use all or portions of the Concessionaire's submittal and accompanying information as it considers necessary or desirable. By the submission of the required information and materials, the respondent grants to Erie Zoo an unrestricted license to use such information and materials.

Erie Zoo will not be responsible under any circumstances for any costs incurred by any respondents to this procedure.

Erie Zoo may supplement, amend, or otherwise modify any section of the RFP at any time prior to the submittal deadline by issuing an addendum at any time prior to the selection of a Respondent as Concessionaire.

Erie Zoo is responsible for all vending on-site, and is able to add additional vending at any time if deemed necessary; taking into consideration not to compete with the menu items available in other concession stands, but being able to offer visitors a more diverse selection of offerings

Erie Zoo has prior commitments and relationships with food trucks, vendors, etc. For after-hours and various during-hours special events, the Erie Zoo may contract additional food and beverage services that are particular for that event, if deemed appropriate and necessary when there will be times of increased visitor attendance. Erie Zoo will keep open communication with concessionaire regarding any of these situations and will avoid menu items that are in direct competition.



### 3. Concessionaire Guidelines

The following information is provided for guidance for respondents composing their responses.

#### A. OPERATION REQUIREMENTS FOR ALL SERVICE LOCATIONS:

1. All equipment and supplies must be hand-rolled/carried to the concessions location, or as specifically authorized by the Erie Zoo in writing. Drop-off or pick-up of equipment or supplies must be conducted with extreme caution, due to the highly public nature of the zoo and ice rink and the significant pedestrian traffic. Concessionaire must employ every measure necessary to minimize danger to the general public.
2. Security, rule and license enforcement is the responsibility of Erie Zoo.
3. Restrictions on items for sale by selected Concessionaire and other requirements:
  - a. The sale of beverages in glass bottles is prohibited.
  - b. The selling of non-food items is prohibited unless specifically authorized in writing by Erie Zoo. The selling and/or advertisement of cigarettes, cigars, any other tobacco products, or alcohol is strictly prohibited.
  - c. Fountain and bottled products must be Coke products. (Erie Zoo's existing Coke contract specifically states that any concessionaire has to follow the contract guidelines unless they have their own Coke contract for their company.)
  - d. If selling hotdogs, they must be purchased from Smith Provisions.
  - e. Concessionaire must provide their own POS system as well as internet connection. The zoo and the ice center do not have wifi.
  - f. Plastic cup lids and straws are not permitted to be used and plastic ware should be as eco-friendly as possible.
  - g. Erie Zoo Members receive a 10% discount on all food purchases.
  - h. Erie Zoo Staff, Volunteers and Jr Explorers historically received a discount for food purchases. Currently this is 40% off the sales price. Proposal should provide a discount program.
4. Cleanliness and tidiness:
  - a. Food products, beverages, ice, etc. should be stored and displayed in a neat and orderly fashion and in accordance with all applicable laws, rules and regulations, including, without limitation, all health code regulations. All equipment must be kept clean and in good condition and in compliance with all applicable laws, rules and regulations, including, without limitation, all health code regulations. Concessionaire shall clean, repair or replace equipment if deemed necessary by the Erie Zoo.
5. Trash and litter:

Erie Zoo will remove trash from installed receptacles within the park. If a nearby receptacle is nearly full, the Concessionaire should notify an Erie Zoo Staff Member to ensure timely pickup.

  - a. Concessionaire must remove daily all trash generated on-site within their location of operations and place in designated receptacles.
  - b. Concessionaire is responsible for picking up and removing from the site all litter within a 25' radius of their designated area. Erie Zoo also expects Concessionaire to make reasonable efforts to assure cleanliness in the general area.
6. Concession staff image and behavior:
  - a. Concessionaire and employees must be clean and neat in appearance, and conform to all health code regulations.
  - b. No music or other amplified sounds are permitted in connection with the Services.



- c. Concessionaire and their employees will only engage in behavior and speech conducive to good business practice and civility. Inappropriate language and behaviors will not be tolerated. Smoking, the use of alcohol, and/or the use of drugs are not permitted.
- d. Concessionaire is not permitted to use the following offensive marketing techniques: hawking, calling attention to products in a loud repetitive public manner, and selling products in an aggressive manner.
- e. Concessionaire must, upon the written request of Erie Zoo, immediately remove from service hereunder any employees who, in the reasonable opinion of the Erie Zoo, are guilty of improper conduct, are not qualified to perform the work assigned to them or are otherwise unsatisfactory to Erie Zoo.
- f. Disrespect or disobedience to an identified Public Authority constitutes grounds for immediate suspension of operations.

7. Causes of denial of selling privileges; disciplinary actions:

- a. Erie Zoo reserves the right to take action against Concessionaire who violate any of the rules and regulations detailed herein, or who fail to comply with relevant laws, rules or regulations (federal, state and local), the terms and conditions of a Concessionaire license, or other rules established by Erie Zoo. At Erie Zoo option, such actions may include, but are not limited to: Fines (as provided herein), suspension of selling privileges, revocation of the license, or any other rights or remedies available to the Erie Zoo at law or in equity.
- b. Non-payment of Fee or bounced check is grounds for immediate license termination.

**B. OPERATION REQUIREMENTS SPECIFIC TO MAIN STAND LOCATION:**

1. Restrictions on items for sale by selected Concessionaire and other requirements:

- a. Lunches will need to be provided to approximately 50-60 campers during camp weeks from mid-June through mid-August (2024 dates are planned to be June 10-Aug 16). Typical offerings in the past have been chicken nuggets and fries (2 size portion options) on Tuesdays and Thursdays, hotdogs and fries on Wednesdays, and uncrustables as a vegetarian option. Mondays and Fridays have typically been pizza (bought outside of the zoo due to cost). The lunch pick-up time is 11:45 am and the typical price of these lunches is approximately \$5-6 each. The proposal should contain a menu and prices for camp lunches. Side note: our education department provides the snacks, sides, and drinks to go along with the meals.
- b. Member's day (Wild Wednesdays). This event takes place on Wednesdays in July and the zoo is open to 8pm and concession stands need to be open until 8 pm on those days. Members receive a coupon for a free hot dog. The zoo will provide the hotdogs and buns as well as soda and cups. Concessionaire will need to provide an accounting of the coupons used during these events.

**C. INSURANCE:**

1. At all times while this agreement remains in effect, Concessionaire, at its sole cost and expense, shall keep in full force and effect comprehensive general liability insurance with respect to the operation of the property and use thereof in the amount of at least \$2,000,000.00 per occurrence for incidents of bodily injury, death and/or property damage, or any combination of a comprehensive general liability and an umbrella policy totaling \$2,000,000.00 per occurrence. Erie Zoo shall be named as an additional insured thereon. A copy of a certificate of insurance evidencing the existence of this insurance coverage shall be delivered to Erie Zoo at the time Concessionaire signs the Concession Agreement.



**D. EMPLOYER REQUIREMENTS:**

Erie Zoo requires the concessionaire to follow the same guidelines when it comes to employment clearance and background checks for all employees to ensure the safety of visitors and children. The following are the requirements of all staff that will be working on zoo grounds:

- FBI Fingerprints
- Child Abuse Clearances
- PA State Police

**E. GOVERNMENT REQUIREMENTS AND REGULATIONS:**

The Concessionaire and their employees shall inform themselves about, and comply with federal, state and local laws as well as health regulations and licensing requirements governing the production, display, distribution, sampling and sale of their products.

1. Concessionaire are responsible for acquiring all necessary permits and abiding by all relevant rules and regulations.
2. Concessionaire are subject to periodic, unannounced inspections by Erie Zoo and are subject to their decisions.
3. All permits must be kept at the concessions location and presented on request.
4. Concessionaire must comply with all tax laws.

**4. Additional Questions or Information**

Bidders should address all questions to Mackenzie McCarthy via email at [mmccarthy@eriezoo.org](mailto:mmccarthy@eriezoo.org)

**Form 1- SUMMARY SHEET**

The undersigned agrees to provide concessions for the Erie Zoo agrees to the terms and conditions set forth in this Request for Proposals, 2024 Food and Beverage Concessions Concession Agreement.

Submitted by: \_\_\_\_\_

Company/Organization Name

\_\_\_\_\_

Company/Organization Street Address

\_\_\_\_\_

City, State, and Zip Code

\_\_\_\_\_

Signature of Company's/Organization's

Authorized Representative:

\_\_\_\_\_

Typed Name and Title

Person to be contacted regarding proposal:

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Street Address

\_\_\_\_\_

City, State, and Zip Code

\_\_\_\_\_

Phone Number (office, cell, or home): Area Code and Telephone Number

\_\_\_\_\_

Email Address (required)

## Form 2 - PAYMENT SCHEDULE

The undersigned concessionaire proposes to provide food and beverage concessions services in accordance with and as specified in these documents. Payments are based on gross revenue (total amount collected less sales tax). Payments shall be postmarked to Erie Zoo by the thirtieth (30) of the following month in which received.

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### Percent (%) Payment per month

### Gross Sales

### to Erie Zoo

- |                         |         |
|-------------------------|---------|
| 1. 0 to \$4,999         | % _____ |
| 2. \$5,000 to \$9,999   | % _____ |
| 3. \$10,000 to \$14,999 | % _____ |
| 4. \$15,000 to \$19,999 | % _____ |
| 5. \$20,000 and greater | % _____ |

Submitted by: \_\_\_\_\_

Company

Signed by \_\_\_\_\_

Name

Title

Date



### Form 3 - Preliminary Menu/Product Sheet

Please include menu options with prices OR attach menu:

1.	_____	\$	_____
2.	_____	\$	_____
3.	_____	\$	_____
4.	_____	\$	_____
5.	_____	\$	_____
6.	_____	\$	_____
7.	_____	\$	_____
8.	_____	\$	_____
9.	_____	\$	_____
10.	_____	\$	_____
11.	_____	\$	_____
12.	_____	\$	_____
13.	_____	\$	_____
14.	_____	\$	_____
15.	_____	\$	_____
16.	_____	\$	_____
17.	_____	\$	_____
18.	_____	\$	_____
19.	_____	\$	_____
20.	_____	\$	_____
21.	_____	\$	_____
22.	_____	\$	_____
23.	_____	\$	_____
24.	_____	\$	_____
25.	_____	\$	_____

Additional comments:

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Erie Zoo reserves the right to approve all menu items and pricing. Attach additional sheets as needed

## Form 4 - REFERENCE LIST

Erie Zoo has my permission to contact any of the references hereinafter listed for information regarding past agreements I have held and/or related work experiences.

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Signature	Date
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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Work: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Work: \_\_\_\_\_

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Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Description of Work: \_\_\_\_\_

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Attach additional sheets as needed

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being first duly sworn as provided as law, deposes and says:

1. His/her name is \_\_\_\_\_

and he/she resides at \_\_\_\_\_

and his/her office is at \_\_\_\_\_

2. He/she makes this affidavit with the knowledge and intent that it is to be filed with Erie Zoo and that it will be relied upon by said Erie Zoo in any consideration which it may give to and any action which it may take with respect to this/these proposal(s).

3. He/she makes and is authorized to make this affidavit on behalf of:

\_\_\_\_\_ a \_\_\_\_\_  
(Name of Corporation, Partnership, Individual, etc. (Corporation, Partnership, etc.)

formed under the laws of which he/she is \_\_\_\_\_  
(State) (Sole Owner, Partner, President, etc.)

4. Neither the undersigned nor any other person, firm or corporation, named in above Paragraph 3 nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this/these proposal(s) by Erie Zoo; also, that no employee therein, or any officer of the Erie Zoo is directly or indirectly interested therein.

5. The undersigned certifies in connection with this/these proposal(s) that:

- a. The price in this/these proposal(s) has been independently arrived at without collusion with any other contractor or offeror or with any competitor:
- b. Unless otherwise required by law, the price in this/these proposal(s) has not been knowingly disclosed and will not be knowingly disclosed prior to award of a proposal, directly or indirectly to any other competitor; and
- c. No attempt has been or will be made to induce any other person or firm to submit or not to submit a proposal.
- d. The affiant certifies that he has fully informed himself/herself regarding the accuracy of the statements contained in this certification.

\_\_\_\_\_  
(Affiant)

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_

(Notarial Seal)

\_\_\_\_\_  
(Notary Public)

