

ROCK ISLAND COUNTY FOREST PRESERVE DISTRICT
REQUEST FOR PROPOSAL (RFP)
FOOD SERVICE OPERATOR
FOR
NIABI ZOO, Coal Valley, IL

1. PURPOSE OF REQUEST

The Rock Island County Forest Preserve District (District) is seeking proposals for the management and daily operations of its food service operations, at Niabi Zoo. Potential Operators must have a proven ability to manage and operate food service facilities in compliance with all local, state or federal codes and regulations for public facilities at Niabi Zoo, 13010 Niabi Zoo Road, Coal Valley, IL 61240.

2. INSTRUCTIONS TO VENDORS

Thank you for your interest in providing the District with your products and services. The District is soliciting proposal from food service operators in the community that have interest in providing such services at the following: Niabi Zoo, 13010 Niabi Zoo Road, Coal Valley, IL 61240.

The District is seeking the services of a 7 day a week food service operator that will operate and be open and ready to serve the public typically from April 1st to November 1st of each year. In some instances, Niabi Zoo may open earlier than April 1 or operate later than November 1 of each calendar year. The selected firm would have the experience, knowledge, and skill to safely and efficiently manage a food service operation at such a facility. All operations will take place at the Niabi Zoo, 13010 Niabi Zoo Road, Coal Valley, IL 61240.

The chosen Operator will operate two service areas at the Niabi Zoo and are expected to follow all zoo protocols and procedures. These include:

- Both service areas shall be staffed and open daily at the discretion of the Zoo management based on weather and attendance.
- Operators agree to maintain all occupied areas of operation in a clean and organized fashion in keeping with Rock Island County Health Department regulations and Niabi Zoo protocols and procedures.
- All Operator employees will wear Niabi zoo uniforms.
- All Operator employees will participate in annual Niabi zoo employee orientation, including but not limited to customer service and emergency response training.
- The chosen Operator will assure that adequate staffing (including supervision) is available during all open hours.

-Preferably, the District is seeking a two (2) year agreement that will begin February 1, 2023 and end November 30, 2024, however consideration will be given to proposals of no less that one (1) year or no more than three (3) years beginning February 1, 2023.

3. TIME SCHEDULE

To submit a proposal, please provide the information requested in **Section 4.D.** and return to Rock Island County Forest Preserve District no later than 4:00 PM, on Thursday, November 3, 2022. Mailing and street address: Rock Island County Forest Preserve District, 19406 Loud Thunder Road, Illinois City, IL 61259. If you have any questions, please call Lee Jackson, Zoo Director, (309) 799-3482 x 234 or email ljackson@niabizoo.com

GENERAL SPECIFICATIONS

All applicants are encouraged to visit Niabi Zoo prior to submitting a proposal. Prospective Operators are advised to determine the specific daily staffing levels needed. All Operators must be in satisfactory standing with the State of Illinois Department of Business and Illinois Department of Health. Please provide a certificate of good standing.

It is the responsibility of the Operators to verify that adequate amenities are available to support the specifications requested to be provided at Niabi Zoo. The costs of any modifications to Niabi Zoo to accommodate services and equipment provided shall be discussed in advance with Zoo management. The responsibility for the cost of modifications beyond those needed to maintain the physical plant will be the responsibility of the Operator unless a separate agreement in writing is executed between the two parties. Any such modifications will be made at the discretion and supervision of District (Niabi Zoo) personnel.

The Operator selected understands and agrees that the District will grant approval for operating a food concessions and use the premises described as Niabi Zoo for only the operation of such services.

A. AGREEMENT

If your proposal is accepted by the governing body, Forest Preserve Commission, then an agreement will be provided no less than 30 days of approval. The approved Operator shall have 30 days to execute such agreement from the time of receipt. Upon 30 days and such agreement is not executed by both parties, the District reserves the right to reevaluate and consider other submitted proposals.

B. PRICING

Prices for all products must be submitted in the proposal and fixed at the beginning of each operational season or calendar year. The Operator agrees to remit a minimum of 10% of gross monthly sales to the Niabi Zoo or greater based on the Operator's proposal submitted.

C. INSURANCE REQUIREMENTS

1. The Operator will be required to furnish proof of Commercial General Liability Insurance in the amount of one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) in aggregate for bodily injury, property damage and product liability. Acceptable proof shall include a Certificate of Insurance naming the Rock Island County Forest Preserve District as an additional insured and an Additionally Insured Endorsement for said proposal and contractual agreement.
2. Workers Compensation Insurance will be required to cover all fulltime persons employed by the Operator engaged in the performance of the work hereunder.
3. Business Auto Liability Insurance in an amount no less than one million (\$1,000,000) per occurrence will be required.
4. Indemnification and Hold Harmless – The successful Operator agrees that the District shall not be liable for any damage or injury of whatever nature to any person or property occurring on the premises subject to an Agreement as a result of any activities of the Operator or its use of the premises during the term hereof. The Operator shall hold the District harmless from any and all claims which may arise from such damage or injury above-mentioned and shall, at its own cost and expense, defend any and all actions that may be brought against the District upon such claims and pay any and all judgements that may be recovered against the District on such actions, provided, however, the District shall be liable, and the Operator shall have no obligation to indemnify the District, to the extent that such damage or injury is caused by the sole negligence of the District or any of its agents or employees.

Failure to provide insurance information may result in disqualification from further consideration.

D. BASIC PROPOSAL REQUIREMENTS

Proposals should be prepared simply, providing a straight forward and concise description of Operator's capabilities to satisfy the requirements of this request. Special bindings, colored displays, promotional materials, etc. are not desired. Emphasis should be on completeness and clarity of content.

All proposals must include the following information:

1. Legal name of organization, business and/or individual of those submitting the RFP. Include address of principal place of business, phone numbers, email contact and primary person to contact for sales and service.
2. A narrative background of proposer's ability and experience in providing products and services.
3. In each proposal, please address the following:
 - a. Please identify the services and products you propose to provide.
 - c. Please describe your safety procedures.
 - d. What type, if any, temporary or permanent site improvements will you propose?
4. A minimum of three references indicating recent experience pertaining to the operation of a food service operation.
5. Current State of Illinois Department of Business certificate of good standing and Illinois Department of Health or current Health Department in which you conduct business.
5. Must include the monthly percentage the Operator agrees to remit to the Forest Preserve District's Niabi Zoo for gross receipts. The percentage of the monthly gross receipts should be no less than 10%.

E. SELECTION CRITERIA (RFP EVALUATION)

The objective of this RFP is to obtain dependable, quality food operator, with a strong background in positive customer service. The District will review the proposals, determine the proposal deemed most advantageous to the District, and may interview the Vendor if necessary, and make a final recommendation regarding the award to the qualified proposer offering the best services to the District.

5. TERMS & CONDITIONS

Please note the following general requirements that apply to all RFP submittals.

- A. The District reserves the right to reject any and all proposals, to waive minor irregularities in any proposal, to request clarification of information submitted, to request additional information from any proposer, and to make the final decision as to the best proposal.
- B. The contractual agreement resulting from acceptance of a proposal by the District shall be provided by the District before being approved by the District and shall reflect the specifications in this RFP.
- C. The District shall not be responsible for any costs incurred by the proposer in preparing, submitting or presenting its response to the RFP.
- D. The Operator will be responsible to negotiate agreements with all their suppliers.
- E. The successful Operator shall comply with standards and recommendations of the state and local law enforcement offices and agencies in all matters.
- F. The successful Operator shall be required to comply with all Federal, State, County and jurisdictional laws, regulations and codes with regards to licenses or permits to do business, and all other matters. The Vendor further agrees not to allow any employee or volunteer to work at the District's property who does not comply with Section 10 of the agreement. Failure by the Vendor to comply with this requirement is grounds for immediate termination of the agreement.
- G. The Operator shall have the responsibility of abiding by all of the Forest Preserve District policies pertaining to vendors and contractors, which shall be provided upon award of the project.

H. The successful bidder agrees to abide by the Rock Island County Forest Preserve District payment procedure in which bills received prior to the 25th day of the month are processed and paid by check on approximately the 25th day of the next month.

6. PERFORMANCE EXPECTATIONS AND STANDARDS

The District will continually evaluate the performance of the Operator. The District will evaluate performance based on service quality, feedback from District management, and Niabi Zoo patrons. The District expects the Operator to meet management expectations. The Operator must provide high quality and effective customer services and treat all customers and District staff with courtesy. The Operator's employees shall exercise courtesy and consideration in their relations with the public and present a professional neat and clean appearance.

7. SUSPENSION OF OPERATIONS

In the event of a dispute, whether between the Operator and the public or the Operator and the District, the District reserves the right to immediately suspend operations for up to 48 hours for investigative purposes. A written suspension notice stating just cause for suspension and suspension term must be presented to the Operator at time of suspension. Within the 48 hours, the District must provide the Operator with a written recommended course of action or corrective measures.

8. TERMINATION OF CONTRACTUAL AGREEMENT

A contractual agreement may be immediately terminated by the District without prior notification if operations are found to be detrimental or ineffective to the safety and health of the District's staff, zoo animals or general public. The Operator must give thirty (30) days written notice to the District in order to terminate the agreement. The District reserves the right to terminate the Operator's agreement, with or without cause, with thirty (30) days written notice to Operator.

9. LICENSING AND REGULATIONS

The Operator will be responsible for securing and maintaining and displaying where applicable, all licenses required by the applicable authorities to operate such services.

10. OPERATOR EMPLOYEES

The Operator will not use a person as an employee to install or service equipment or deliver goods that has been convicted of crimes against vulnerable persons, such as children, the elderly or the disabled; crimes of dishonesty; or crimes using or threatening violence including, but not limited to the use, display or threat of a weapon.

11. EXCLUSIVE RIGHTS

The District reserves the right to restrict the Operator from its property during any special event, based on the type and nature of the event. The District retains the right to determine which events will require multiple Operators. The contractual agreement is not applicable to events catered by a third party at Niabi Zoo i.e. facility rentals for personal or corporate purposes.

12. ACCOUNTS, BOOKS, AND RECORDS

The Operator shall keep such books and records showing accurate and complete data in connection with the Operator's operations. The contractual agreement will stipulate the right at all times to examine and audit all said records; and to re-examine and re-audit same.

13. ASSIGNABILITY

The Operator shall not assign any interest in the contractual agreement and shall not transfer any interest in same.

14. RELATIONSHIP

Nothing contained in the contractual agreement shall establish an employer-employee relationship between the Operator and its employees, subcontractors or independent contractors and the District. The Operator shall be solely responsible and shall assume exclusive liability for the actions, conduct, supervision and training of its employees, subcontractors or independent contractors.

15. MAINTENANCE

Operator is responsible for cleaning, maintaining and repairing all equipment required. The Operator is responsible for removing all trash from the site as needed. The District will provide any such reasonable maintenance to equipment placed on District property.

16. UTILITIES & SERVICES

The District will provide access to electrical service. Additional services should be included in the proposal or requested in writing.