

City of Augusta, Maine
DEPARTMENT OF DEVELOPMENT SERVICES

AUGUSTA STATE AIRPORT
CODE ENFORCEMENT
ECONOMIC DEVELOPMENT



ENGINEERING
FACILITIES & SYSTEMS
PLANNING

CITY OF AUGUSTA, MAINE
REQUEST FOR PROPOSALS
PROVIDE COMPLEMENTARY SERVICES
at the MILL PARK POWERHOUSE BUILDING
RFP #0818



PURPOSE

The purpose of this Request is to solicit proposals from which the City of Augusta, Maine can select an experienced and qualified operator to lease and operate the historic powerhouse building located on Canal Street in Mill Park. It is the intent of the City to have the selected Proposer establish a restaurant concession with a heritage component.

The City will also evaluate proposals from vendors interested in providing complementary services to the adjacent waterfront park. These could include watersport equipment rentals, instruction, repair and maintenance, a tackle shop, sporting equipment sales or rental, or any activity that enhances the usability and enjoyment of the adjacent park.

The City makes no guarantee as to the number of patrons who will utilize these services.

The powerhouse is the last remaining building from the historic Edwards Manufacturing Mill, which stood on the park site until it burned in 1993. The City anticipates and will require that any use respect the historic context of the building.

RESPONSIBILITIES OF PROPOSER

FACILITY RENOVATION AND MAINTAINANCE

The powerhouse building is a 1750sf ± two story brick building of solid construction, with a structurally sound roof. The City anticipates that any reuse will require substantial restoration and renovation of floors, windows and entrance areas. While the cost of these renovations are to be borne entirely by the selected Proposer, the city anticipates the negotiation of a correlating lease period that is commensurate with recovering those costs.

All materials and equipment used as well as all methods of installation shall comply at a minimum with any and all Federal, OSHA, State and/or local codes, including applicable municipal ordinances and regulations.

PARKING

The site currently has an adjacent paved parking lot with approximately 9 spaces and nearby paved lot with 72+ spaces. The City is willing to negotiate the creation of additional parking and paved access created and paid for by a Proposer as part of an overall site development plan, which would likely require planning board approval.



LICENSES

The selected Proposer agrees to obtain at its own expense all licenses including but not limited to food and liquor licenses; pay for all building permits, and any other permits necessary for the operation of said business; pay all fees, taxes and charges assessed under applicable local, state or federal laws; provide all equipment; and, observe and comply with all applicable Federal, state and/or City rules and regulations, including those adopted by the City with respect to selling of foods or provision of a regulated activity.

FIXTURES AND EQUIPMENT

The selected Proposer shall at its sole cost and expense provide, install and maintain all fixtures, equipment, and supplies necessary to operate said concession for the purposes set forth in this request, including, without limitations, tables and chairs, cooking equipment, refrigeration, etc..

The selected Proposer agrees that all equipment purchased shall be their property and shall be removed by them at the conclusion of the contract provided that, in removing such property, it must repair and restore all property of the City damaged by such removal to the satisfaction of the City.

UTILITIES

The selected Proposer shall assume the cost of all utilities, including heat, necessary or used in the operation of the business, including startup costs and expenses.

SITE CONDITIONS

In addition, the selected Proposer:

- shall keep clean and maintain the space, kitchen area, and restrooms in good condition and repair;
- shall be responsible for keeping grounds adjacent to the facility free of litter and rubbish; and
- shall be responsible for the proper disposal and removal of all litter, rubbish, trash or other similar material they or their customers generate. The location and appearance of any dumpster is subject to City approval.

Signs, including where and how they are displayed must receive prior City approval.

RESPONSIBILITIES OF THE CITY:

The City shall:

- Maintain the exterior of the building, except previously noted;

INSURANCE

The successful proposer shall agree to defend, indemnify and save the City harmless from all losses, costs or damages caused by its acts or those of its agents, and, before signing the contract, will produce evidence satisfactory to the City of insurance coverage, including, without limitation, General Public Liability, Automobile Liability, and, if alcohol is to be served, Liquor Liability insurance in amounts not less than \$1,000,000 per occurrence, for bodily injury, death and property damage, protecting the contractor and the City, and naming the City as an additional insured from such claims, and shall also procure Workers' Compensation insurance.

LEASE TERM:

Anticipated 10 years – or a length of time commensurate with a reasonable rate of return based upon anticipated site investment, not to exceed 25 years.

SUBMISSION INFORMATION

Proposers shall include the following information and submittal: RFP #0818

- a) **Letter of Transmittal** - this letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of the Project and make a positive commitment to timely perform all work proposed. The letter must name all of the persons authorized to make representation for the proposer, including the titles and addresses and day time telephone numbers of such persons;
- b) **Identify the type of business entity involved** (e.g.: sole proprietorship, partnership, corporation, limited liability company, etc.);
- c) **Qualifications and experience of the firm/individual(s) who will provide the services.** Provide a summary of the offeror's experience in related operations, including firm's history, references (attaching letters of reference if available), etc.;
- d) **Provide a proposed business plan** that explains and/or illustrates the type of service you intend to provide, the methods and equipment to be used, innovative ideas/approaches as well as your intended hours of operation. The plan may be accompanied by pictures, layouts and other appropriate information that will convey to the City exactly what you are proposing.
- e) **State your lease proposal.** The City anticipates the negotiation of a lease with terms payable on an annual basis.

SELECTION PROCESS/EVALUATION CATEGORIES

It is the intent of City to select that proposer who demonstrates experience and the ability to provide the highest quality service to the public. In evaluating the proposals, the City will consider the following factors, none of which, standing alone, will become conclusive:

QUALIFICATIONS: 40%

(PAST EXPERIENCE OF INDIVIDUALS AND FIRM, REFERENCES, AWARDS, PREVIOUS CITY AND/OR GOVERNMENT LICENSING EXPERIENCE)

PLAN OF OPERATION: 40%

(SAMPLE MENU, SERVICES OFFERED HRS. OF OPERATION, PLANS FOR PROMOTION, ETC.)

RESPECT FOR HISTORICAL INTEGRITY: 10%

(UTILIZING HISTORICAL IMAGERY IN INTERIOR DESIGN, ENTITY NAME, CULTURAL INTEGRATION)

PRICE PROPOSAL: 10%

(AMOUNT TO BE PAID TO CITY FOR LEASE OF FACILITY)

Interviews may be conducted with any Proposer to clarify submitted material. The City further reserves the right to negotiate with the selected Proposer as to the terms of the contract, including but not limited to price, plan of operation, etc. Once the selection committee recommends a proposal for contract award, it would then go before the full City Council for acceptance and approval.

All negotiations are intended to lead to a binding lease contract.

The City reserves the right to waive any informalities in bids, to accept any bid or portions thereof (bidders are advised to note this and quote accordingly) and to reject any or all bids should it be deemed for the best interest of the City to do so. The City reserves the right to substantiate the Proposer's qualifications, capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City, as follows: Pursuant to City procurement policy and ordinance, the City is unable to contract with businesses or individuals who are delinquent in their financial obligations to the City. These obligations may include but are not limited to real estate and personal property taxes and Greater Augusta Utility District fees. Bidders who are delinquent in their financial obligations to the City must bring the obligation current prior to commencing lease negotiations.

PROPOSEAL DUE DATE:

Sealed Proposals will be received at City Center, 16 Cony Street, Development Services Office Augusta Maine 04330, until **3:00 p.m., Friday, November 30, 2018** at which time they will be publicly opened. It is the Proposer's sole responsibility to ensure that their proposal is physically deposited at the Development Services Office prior to the date and time specified. Late proposals shall not be accepted.

Site tours can be arranged through the Development Services Office by contacting Keith Luke at (207) 622-2336, or keith.luke@augustamaine.gov.