



**Request for Proposal
RFP-4725-20-SH**

**POURING RIGHTS
LINCOLN PARK STADIUM**

RESPONSES DUE:

February 4, 2020 prior to 2:30 P.M. Local

Accepting Electronic Responses Only

**Responses Only Submitted Through the Rocky Mountain E-Purchasing
System (RMEPS)**

www.bidnetdirect.com/colorado

(Purchasing Representative does not have access or control of the vendor side of RMEPS.
If website or other problems arise during response submission, vendor **MUST** contact
RMEPS to resolve issue prior to the response deadline. 800-835-4603)

PURCHASING REPRESENTATIVE:

Susan Hyatt

susanh@gjcity.org

970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

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REQUEST FOR PROPOSAL

SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP shall be directed to:

RFP Questions:

Susan Hyatt

susanh@gjcity.org

- 1.2 Purpose:** The purpose of this RFP is to obtain proposals from qualified beverage providers to supply beverage services at Lincoln Park Stadium as described in Section 3.
- 1.3 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the City omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.4 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.5 Submission:** Please refer to section 4.0 for what is to be included. Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website, www.bidnetdirect.com/colorado. The uploaded response shall be a single PDF document with all required information included. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 4.0 “Preparation and Submittal of Proposals.” Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**)
- 1.6 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.7 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.8 Addenda:** All Questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing

Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at www.bidnetdirect.com/colorado. Offerors shall acknowledge receipt of all addenda in their proposal. Addenda and solicitations are posted on the City's website, www.gjcity.org/business-and-economic-development/bids, for informational purposes.

- 1.9 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. “**Proprietary or Confidential Information**” is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words “**Confidential Disclosure**” and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary
- 1.10 Response Material Ownership:** All proposals become the property of the City upon receipt and shall only be returned to the proposer at the City's option. Selection or rejection of the proposal shall not affect this right. The City shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the section titled “Confidential Material”. Disqualification of a proposal does not eliminate this right.
- 1.11 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements:
- Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with the required or proposed completion schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive an award and enter into a contract with the City.
- 1.12 Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The City reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the City of non-responsiveness based on the submission of nonconforming terms and conditions
- 1.13 Open Records:** All proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the City to the extent allowable in the Open Records Act.
- 1.14 Sales Tax:** City of Grand Junction is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

- 1.15 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5th Street, Grand Junction, CO 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Cover Letter by the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the City's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the City and Contractor. By executing the contract, the Contractor represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of Services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the City are, and shall remain, City property. They are not to be used on any other project.
- 2.3. Acceptance Not Waiver:** The City's acceptance or approval of any Services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his Services. The City's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.4. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the City.
- 2.5. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.6. Debarment/Suspension:** The Contractor hereby certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.7. Confidentiality:** All information disclosed by the City to the Contractor for the purpose of the Services to be done or information that comes to the attention of the Contractor during the course of performing such Services is to be kept strictly confidential.

- 2.8. Conflict of Interest:** No public official and/or City employee shall have interest in any contract resulting from this RFP.
- 2.9. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City, shall constitute a contract equally binding between the City and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.10. Cancellation of Solicitation:** Any solicitation may be canceled by the City or any solicitation response by a vendor may be rejected in whole or in part when it is in the best interest of the City.
- 2.11. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.12. Employment Discrimination:** During the performance of any services per agreement with the City, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.12.1.** The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2.12.2.** The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
 - 2.12.3.** Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.13. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien Servicesers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.14. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the City.
- 2.15. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in

additional purchase and administrative services. This remedy shall be in addition to any other remedies that the City may have.

- 2.16. Indemnification:** Offeror shall defend, indemnify and save harmless the City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the City growing out of such injury or damages.
- 2.17. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the City.
- 2.18. Remedies:** The Offeror and City agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.19. Venue:** Any agreement as a result of this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.20. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the City.
- 2.21. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated City's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.22. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The City may or may not, at the discretion of the City Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.23. Gratuities:** The Contractor certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Contractor breaches or violates this warranty, the City may, at their discretion, terminate this contract without liability to the City.
- 2.24. Performance of the Contract:** The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of resulting contract award.

- 2.25. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the City. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the City. It does not include quantities for any other jurisdiction. The City will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The City accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.
- 2.26. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an City employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the City.

SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES

- 3.1 General:** The City of Grand Junction, Colorado (City) is seeking proposals from beverage industry suppliers to provide soft drinks at Lincoln Park Stadium in Grand Junction, CO. The objective of this RFP process is to identify the beverage firm that can provide the most competitive benefits to the City.

The City of Grand Junction is located in Mesa County, Colorado on the western slope of the Rockies, midway between Denver, Colorado and Salt Lake City, Utah. Grand Junction is a full service City operating under a Council-City Manager structure. Grand Junction serves Western Colorado and Eastern Utah as a regional hub for commercial and retail business, higher education, medical services, and recreational opportunities. It is the County Seat and is the largest city on the western slope of Colorado with a population of approximately 62,500 within the City of Grand Junction and approximately 151,000 county-wide. The county is approximately 3,300 square miles in area, with terrain varying between mountains, wide valleys, and narrow canyons.

Lincoln Park is home to many amenities including playgrounds, park shelters available for rental, the ever-popular Lincoln Park Barn and the newest facility, the Lincoln Park Tower Hospitality Suite. The famous Junior College Baseball World Series (JUCO) has been hosted by Grand Junction at Lincoln Park for over 60 years. The Grand Junction Rockies Minor League Baseball team makes their home in Grand Junction at Suplezio Field located within the boundaries of Lincoln Park. Colorado Mesa University (CMU) and School District 51 also use the fields at Lincoln Park for some of their events, as well.

- 3.2 Background:** The City of Grand Junction has not provided soft drink beverages at Lincoln Park Stadium in the past. Beverage contracts and pouring rights have historically been contracted by the JUCO organization, the Grand Junction Rockies (Colorado Rockies Minor League) and School District 51. Moving into the future, the City of Grand Junction would like to establish a contract owned and operated by the City that will eventually become the contract of record.

Contracts currently in place are listed in order of expiration date.

3.2.1 CMU – signed a new soft drink contract with Coca Cola summer 2019 to use at their venues. Any events at Lincoln Park follow contracts in place at the time.

3.2.2 School District 51 – current contract with Coca Cola, expires at the end of the school year in 2020.

3.2.3 JUCO – current contract with PepsiCo, expires December 31, 2020.

3.2.4 Grand Junction Rockies – current contract with PepsiCo, expires December 31, 2021.

- 3.3 Scope of Work:** The City is soliciting proposals for exclusive pouring rights for all events held at Lincoln Park once other contracts have expired.

Due to the current contractual environment, please offer suggestions for the following:

- Address how you envision working in tandem with a competitor due to the overlap in contracts.
- Describe in detail what your company can provide to obtain a contract for exclusive pouring rights. No volume guarantees or restrictions will be accepted as part of the resulting contract.

- Detailed product descriptions and prices are required.
- All suggestions will be considered for fountain drinks, ice machines, vending machines and retail coolers.
- Explain the benefit and value the City will obtain using your equipment and services proposed.
- Option 1: please consider an agreement for naming rights and explain your firm's approach and the benefits of such an arrangement.
- Option 2: please consider any capital contribution to support the renovation of the Stadium. The Parks Improvement Advisory Board (PIAB) is completing a Master Plan to improve the Stadium.
- It is anticipated the contract will begin early June 2020 after the completion of the 2020 JUCO games.

3.4 RFP Tentative Time Schedule:

- | | |
|--|-----------------------|
| • Request for Proposal available on or about | January 10, 2020 |
| • Inquiry deadline at noon, no questions after this date | January 24, 2020 |
| • Addendum issued, if needed | January 28, 2020 |
| • Submittal deadline for proposals prior to 2:30 PM | February 4, 2020 |
| • City evaluation of proposals | February 5 – 19, 2020 |
| • Final selection | end of February 2020 |
| • Contract execution | June 1, 2020 |

3.5 Questions Regarding Scope of Services:

Susan Hyatt
susanh@gjcity.org

3.6 Contract: The initial contract period shall begin on or about June 1, 2020 through June 30, 2021. Upon mutual agreement between the beverage firm and the City there is an option for three (3) annual renewals, depending on appropriated funds as stated in Section 2.21.

SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the BidNet website, www.bidnetdirect.com/colorado. This site offers both “free” and “paying” registration options that allow for full access of the City’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline; **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed. The uploaded response to this RFP shall be a single PDF document with all required information included. Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the City requires that proposals be formatted **A to E**.

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact with City’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.
- B. Qualifications/Experience/Credentials:** Proposers shall supply their qualifications for consideration as a beverage provider for City of Grand Junction. Include experience in beverage services and length of time firm has been established.
- C. Scope and Transition Plan:** Include all information requested in Section 3.3 Scope of Work. Include in your narrative how your firm will address each item listed in this section.
- D. Fee Proposal:** Return the Solicitation Response Form found in Section 6 with your complete Proposal.
- E. Additional Data (optional):** Provide any additional services/modules available.

SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The City reserves the right to reject any and all portions of proposals and take into consideration past performance, if available. The following parameters will be used to evaluate the submittals (in no particular order of priority). Definitions of each criterion is shown in parenthesis below each point.

- **Responsiveness of submittal to the RFP (10 points)**
(Contractor's proposal is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- **Understanding of the project and the objectives (15 points)**
(Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- **Scope and Transition plan to address overlapping contracts (15 points)**
(Contractor has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Scope and Transition Plan for details.)
- **Benefits offered (40 points)**
(Contractor has shown benefits to be obtained by using their equipment and services.)
- **Value/Benefits of optional agreement for naming rights and capital improvements (20)**
(Contractor has included information regarding Options 1 and 2.)

- 5.3 Oral Interviews:** If the City deems it necessary the City may invite the most highly ranked beverage firms to participate in onsite presentations.

- 5.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 5.2. The City reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the Firm.

SECTION 6.0: SOLICITATION RESPONSE FORM
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Firms must submit entire Form completed, dated and signed.

Include a narrative of the services offered based on Section 3 Scope of Work.

The City reserves the right to waive any information or irregularities in any offer or reject any offer.

RECEIPT OF ADDENDA: the undersigned Contractor acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: _____.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Phone Number

Address of Offeror

E-mail Address of Agent

City, State, and Zip Code

Date