



**Request for Proposal
RFP-3958-15-DH**

**FOOD & ALCOHOL CONCESSIONAIRE SERVICE
SELECTION FOR MESA COUNTY FAIRGROUNDS
GRANDSTAND COMPLEX
AND/OR
EQUESTRIAN EVENT CONCESSIONS**

RESPONSES DUE:

January 15, 2015 prior to 3:00pm
250 N. 5th Street
City Clerk's Office, Room #111
Grand Junction, CO 81501

PURCHASING REPRESENTATIVE:

Duane Hoff Jr.
Senior Buyer
970-244-1545
duaneh@gjcity.org

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/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX IS NOT ACCEPTABLE** for this solicitation.

REQUEST FOR PROPOSAL

CONCESSIONAIRE SERVICE SELECTION FOR MESA COUNTY FAIRGROUNDS GRANDSTAND COMPLEX AND/OR EQUESTRIAN EVENTS

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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 (Owner) on behalf of Mesa County. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer
duaneh@gjcity.org

- 1.2 **Mandatory Site Visit/Briefing:** A **site visit** is required for all prospective offerors for their location of choice. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit/briefing shall take place at the Mesa County Fairgrounds located at 2785 Hwy 50, Sagebrush Room (East end of Community Bldg) on January 8, 2015 at 10:30am.
- 1.3 **Purpose:** **NOTE – This solicitation is in no way related to any other concessions services for Mesa County or the City of Grand Junction.**

The purpose of this RFP is to obtain proposals from qualified professional. Concessionaires to supply the labor, equipment, and supplies necessary to provide Food and Alcohol Concessionaire Services for the Mesa County Fairgrounds Grandstand Complex, and/or a mobile concession stand for all horse and livestock events located in the Fairgrounds' equestrian arenas. Concessionaire is defined as "the owner or operator of a concession; one that operates a refreshment stand at a recreational center and pays a fixed sum and/or a percentage of revenue to the entity with the ability to assign exclusive rights for an area or facility".

- 1.4 **The Owner:** The Owner is the City of Grand Junction and/or Mesa County, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.5 **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 Owner 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.
- 1.6 **Submission:** Please refer to section 5.0 for what is to be included. Each proposal shall include **One (1) hard copy and one (1) electronic copy on CD or USB Flash Drive, placed in a sealed envelope and marked clearly on the outside "RFP-3958-15-DH Food & Alcohol Concessionaire Service Selection for Mesa County Fairgrounds Grandstand Complex."** **THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC DOCUMENT.** For proper comparison and evaluation, the Owner requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive.

- 1.7 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.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror prior to the sixty-first (61st) day 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.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Exclusion:** No oral, telegraphic, or telephonic proposals shall be considered.
- 1.11 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 Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the City's website at www.gjcity.org by selecting the Bids link, and Bidnet at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.12 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of work contained herein.
- 1.13 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 placed in a separate envelope 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 Purchasing Supervisor. 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.

- 1.14 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner's option. Selection or rejection of the proposal shall not affect this right. The Owner 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 1.12 entitled "Confidential Material". Disqualification of a proposal does not eliminate this right.
- 1.15 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 Owner.
- 1.16 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, 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 Owner to the extent allowable in the Open Records Act.
- 1.17 Sales Tax:** City of Grand Junction/Mesa County is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

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 Letter of Interest or Cover Letter by the autographic signature of 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 including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner'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 in not less than triplicate by the Owner (Owner) and Concessionaire. Owner will provide the contract. By executing the contract, the Concessionaire represents that he/she has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his 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 and other items necessary for the proper execution and completion of the scope of work as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project, and with the exception of one contract set for each party to the contract, are to be returned to the owner on request at the completion of the work.

2.3. Certificates, Permits and Licenses: The Concessionaire shall provide notarized copies of all valid licenses and certificates required for performance of the service. The notarized copies shall be delivered to the City Purchasing Agent, 250 N. 5th Street, Room #245, Grand Junction CO. 81501 no later than ten days after the Concessionaire receives the notice of award from the City Purchasing Agent. Current notarized copies of licenses and certificates shall be provided to the City of Grand Junction within twenty-four hours of demand at any time during the contract term.

2.4. Responsibility for those Performing the Service: The Concessionaire shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the service under a contract with the Concessionaire.

2.5. Use of the Site: The Concessionaire shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.

2.6. Cleanup: The Concessionaire at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of service he shall remove all his waste materials and rubbish from and about the project, as well as all his equipment and surplus materials.

2.7. Miscellaneous Conditions: OSHA Standards: All bidders agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA standards, the Owner may require the services to be redone at no additional expense to the Owner.

2.8. Protection of Persons & Property: The Concessionaire shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Concessionaire in the execution of the service, or in consequence of the non-execution thereof by the Concessionaire, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.

- 2.9. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order and shall be executed under the applicable conditions of the contract documents. A Change Order is a written order to the Concessionaire signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.
- 2.10. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.11. Uncovering & Correction of Services or Product:** The Concessionaire shall promptly correct all service found by the Owner as defective or as failing to conform to the contract documents. The Concessionaire shall bear all costs of correcting such rejected service, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming service under the above paragraphs shall be removed from the site where necessary and the service shall be corrected to comply with the contract documents without cost to the Owner.
- 2.12. Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner Purchasing Division.
- 2.13. 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 Owner.
- 2.14. 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.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the work to be done or information that comes to the attention of the Offeror during the course of performing such work is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the City of Grand Junction, 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 Addendums.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the service proposed or performed by the

Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.

2.19. 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.

2.20. Employment Discrimination: During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:

2.20.1. 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.

2.20.2. 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.

2.20.3. 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.

2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance: The Concession Food and Product Distributor certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

2.22. 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 Owner.

2.23. Failure to Deliver: In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, 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 Owner may have.

2.24. Failure to Enforce: Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.

2.25. Force Majeure: The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.

- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner, State of Colorado, 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, subConcessionaire 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 Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. 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 Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. 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 Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.
- 2.32. Remedies:** The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 2.33. Venue:** Any agreement as a result of responding to 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.
- 2.34. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.

- 2.35. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.36. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the City of Grand Junction/Mesa County 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 of Grand Junction/Mesa County fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.37. 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 Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.38. Gratuities:** The proposer certifies and agrees that no gratuities, kickbacks or contingency fees 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 proposer breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.39. Safety Warranty:** Offeror also warrants that the services performed shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970.
- 2.40. OSHA Standards:** All Offerors agree and warrant that services performed in response to this invitation shall conform to the standards declared by the US Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the services do not conform to OSHA Standards, the Owner may require the services to be redone at no additional expense to the Owner.
- 2.41. Performance of the Contract:** The Owner 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 Owner in the event of breach or default of resulting contract award.
- 2.42. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.43. Default:** The Owner reserves the right to terminate the contract immediately in the event the Offeror fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

2.44. Multiple Offers: Proposers must determine for themselves which product to offer. If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

2.45. Cooperative Purchasing: Purchases as a result of this solicitation are primarily for the Owner. 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 Owner. It does not include quantities for any other jurisdiction. The Owner 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 Owner 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.

2.46. Definitions:

- 2.46.1. "Consultant" refers to the person, partnership, firm or corporation entering into an Agreement with the Owner for the services required and the legal representatives of said party or the agent appointed to act for said party in the performance of the service(s) contracted for.
- 2.46.2. "Offeror" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a bid (fee) proposal in response to the Owner's RFP.
- 2.46.3. The term "Work" includes all labor necessary to produce the requirements by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.
- 2.46.4. "Owner" is the City of Grand Junction/Mesa County, Colorado and is referred to throughout the Contract Documents. The term Owner means the Owner or his authorized representative. The Owner shall, at all times, have access to the work wherever it is in preparation and progress. The Concessionaire shall provide facilities for such access. The Owner will make periodic visits to the site to familiarize himself generally with the progress and quality of work and to determine, in general, if the work is proceeding in accordance with the contract documents. Based on such observations and the Concessionaire's Application for Payment, the Owner will determine the amounts owing to the Concessionaire and will issue Certificates for Payment in such amounts, as provided in the contract. The Owner will have authority to reject work which does not conform to the Contract documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require the Concessionaire to stop the work or any portion, or to require special inspection or testing of the work, whether or not such work can be then be fabricated, installed, or completed. The Owner will not be responsible for the

acts or omissions of the Concessionaire, and sub-Concessionaire, or any of their agents or employees, or any other persons performing any of the work.

2.46.5. "Concessionaire" is the owner or operator of a concession; one that operates a refreshment stand at a recreational center and pays a fixed sum and/or a percentage of revenue to the entity with the ability to assign exclusive rights for an area or facility. "Concessionaire" is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents. The term Concessionaire means the Concessionaire or his authorized representative.

2.46.6. "Sub-Concessionaire is a person or organization who has a direct contract with the Concessionaire to perform any of the work at the site. The term sub-Concessionaire is referred to throughout the contract documents and means a sub-Concessionaire or his authorized representative.

2.4.8 Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-Bidders having an immediate family relationship with a Owner employee or elected official, the bidder 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 Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

3.1 Insurance Requirements: The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any SubConcessionaire of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance is required by State law and is the responsibility of the Concessionaire to comply. Exemption from Worker Compensation may only be granted directly from the State of Colorado.

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations),

personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the Concessionaire against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Work. The policy shall contain a severability of interests provision. **The policies required by paragraphs (a), (b), and (c) above shall be endorsed to include the Owner and the Owner's officers, employees, agents, and volunteers as additional insureds.** Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SCOPE OF SERVICES

4.1. General/Background: The City of Grand Junction, on behalf of Mesa County, is soliciting proposals from interested and qualified concessionaires to provide professional services as outlined herein. Two separate contracts shall be awarded for this solicitation process. However, it is possible that both contracts may be awarded to the same Concessionaire, or to separate Concessionaires. Proposers may propose for either one OR both a. Grandstands Complex and/or b. Equestrian Arena Service.

The Mesa County Fairgrounds is a 93-acre multi-purpose facility located on Highway 50 in the Orchard Mesa area of Grand Junction, Colorado.

a. Grandstands Complex:

The Grandstands Complex features 3,000 bleacher-style permanent seats with another 1,000-1,200 seats available in portable bleachers depending on the configuration. There is an adjacent parking lot and a lobby area for concession services, restrooms, and vendors.

While the entire Fairgrounds complex hosts activities year-round, the "season" in the Grandstands typically runs April through September, with occasional bookings in March and October. The shows and activities held in the Grandstands are diverse and draw

crowds of varying size—from several hundred up to 3,500 -- with most performances on Friday and Saturday evenings.

The Fairgrounds rents the facility to local, regional and national promoters who stage and manage the show elements. The promoters are responsible for advertising, promotion, pricing, ticket staff, and production. The Grandstands is NOT hosting motorized sports in 2015. Therefore, a typical season will feature rodeos, PBR bull riding, concerts, and more. The number and type of events can vary year to year, although we are estimating 7 – 10 event days per season. Mesa County can provide no assurances in regards to the fixed number of event days in any given year or the size of the audience in attendance.

2014 Events included:

CMU Maverick Stampede Rodeo (2 days/nights)	Early April
Mexican Rodeo (1 day)	May
Mesa County Fair events (3 nights)	Mid-July
CPRA Finals Rodeo (3 days/nights)	Mid-September

Total gross sales for food and alcohol in 2014 were \$23,242.50.

Concession activity at a typical show will operate a total of 4-5 hours, including a one-hour pre-show sales period and on occasion, a post show sales period and can be intensive at times. Specific times for each show will vary. A 6,000 square foot lobby area houses the central service area, kitchen, restrooms, exhibit space, and beer vending area. The on-site commercial kitchen was upgraded in 2002. A satellite beverage and snack station has been operating outside the kitchen in the lobby area at the discretion of the selected concessionaire. The concessionaire may also operate using a mobile trailer in addition to the provided kitchen if desired, and some events warrant such.

Mesa County pays all utilities in connection with the operation of the Grandstand Complex and will maintain the sewer, electrical, plumbing, and mechanical operations and the exterior of the building in good repair. Currently there are no data lines for credit/debit card transactions at the service counters.

Mesa County controls all access by outside contractors to the property and alarms contained within the building. The selected Contractor will be issued keys and alarm codes to access those areas connected with concession service only. The Contractor (and any designee) will be held accountable for their permission to use said areas and securing those areas with the alarm codes during the designated operating hours. Patrons will not be allowed to bring food from off-property.

b. Equestrian Arena Service

The Equestrian and Livestock Center features two covered arenas, an outdoor rodeo arena, stables for up to 230 horses, and RV parking for events. Although these events do not generate large spectator crowds, many exhibitors stay on site and utilize the concession service throughout the event.

Arena events typically run March through October, with an event almost every weekend (Saturday and/or Sunday) The shows and activities held in the arenas are diverse and draw crowds from 50 to 500, and some events last up to 5 days. This contract

encompasses between 55-70 event days, and will include serving 5 days at the Mesa County Fair.

Concession activity at a typical show would operate for breakfast and lunch, or breakfast, lunch, and supper, depending on the event. Specific times for each show will vary. The Mesa County Fair has separate policies for vendors that must be met.

The contractor will be expected to provide all cooking facilities and utensils needed to serve freshly prepared, appropriate food and non-alcoholic beverage items. Electricity and water will be provided by the Fairgrounds. The contractor will set up in the location(s) appropriate to each event, and may need to set up in a different location from week to week.

4.2. Special Conditions/Provisions:

4.3.1 EXCLUSIVITY AND EXCEPTIONS:

a. Grandstands Complex:

Contractor will enjoy exclusive food and alcoholic beverage concession rights for all shows taking place in the Grandstands Complex with the following exceptions:

- (1) The Shrine Circus, generally held near Memorial Day weekend, provides its own vending. The kitchen/concession and alcohol vending will not be open during this show.
- (2) Privately catered events, such as a limited VIP or hospitality area held during some shows are allowed. An example of this (but not limited to) is the WSCOGA VIP tent during the PBR Bull Ride. Contractor may bid on these specialty events, but does not have guaranteed or exclusive food rights associated with them.
- (3) Mesa County Fair week, in which there are generally 2-3 ticketed events in the Grandstands Complex is excepted from exclusivity. The concessionaire shall operate during these events. The Mesa County Fair features numerous food vendors located in another area of the Fairgrounds property. It is common for patrons to attend the Fair and then also attend a ticketed show in the Grandstands Complex. Patrons will not be allowed to bring food from off-property, but will be allowed to carry Fair-food into the Grandstands Complex.

b. Equestrian Arena Service:

Contractor will enjoy exclusive food concession rights for all shows taking place in the Equestrian Arenas with the following exceptions:

- 1) Large events that are considered “non-exclusive” and require or allow more than one mobile vendor. This includes the Mesa County Fair and a few other events to be named.
- 2) Events located in other areas of the property such as the parks or parking lots are not automatically considered part of this contract, but may be offered to the concessionaire through the course of the season.

4.3.2 Payment/Fees:

a. Grandstands Complex:

Contractor shall make sales commission payments (based on a percentage of total sales as shown on cash register “Z” tapes) Sales commission shall be paid to the County on total net sales (gross sales, minus sales tax=net sales) on the following schedule:

- Net sales of less than \$250.00 for any given show will be non-commissionable to Mesa County.
- Net sales of \$250.00 and above for any given show are commissionable at a rate of 15% of net sales of both food and alcohol to Mesa County.
- If end of year total gross sales exceed \$35,000 for all scheduled events that year, Contractor shall pay an additional 2% sales commission on all net sales that year to Mesa County.
- At the close of each event, the Contractor shall make sales commission payments to the order of “Mesa County Fairgrounds” and deliver to the Mesa County Fairgrounds staff at the close of each show/event. The summary sheet will be signed by both parties and a copy made for the Contractor detailing the sales for that particular show.
- Payment can be made via cash, check, or credit card for which a receipt will be provided.

b. Equestrian Arena Service:

Contractor shall pay the Mesa County Fairgrounds \$50.00 per day of service, for all days including the Mesa County Fair. Payment is due on the first day of each month following service: April –November. Any other Fair vendor fees will be waived.

4.3.3 Concessionaire or Caterer shall submit the following with their response to this RFP:

- A. If applicable, copy of Mesa County Health Department License [Concessionaire Application Form](#) For questions about requirements or obtaining a Mesa County Health Department License, please contact Monique Mull at 970-248-6962.
- B. Copy of **Colorado State Sales Tax License** (Concessionaires are responsible for collecting sales tax and reporting it to Town of Palisade, Mesa County, and Colorado Dept. of Revenue).
- C. Copy of menu, including proposed pricing (if any menu and/or price changes occur, please submit changes to the Owner’s Project Manager/Coordinator for approval).
- D. Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services (See Concessionaire Registration Form).
- E. Provide at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and

the name and telephone number of a responsible contact person (See attached Concessionaire References Form).

- F. Fully completed and signed Concessionaire Registration Form (See attached).
- G. Fully completed and signed Solicitation Response Form (See Attached)

4.3.4 Alcohol: Concessionaire and their employees **shall not** consume any alcohol on site and/or while providing services during events. Concessionaire and their employees **shall not have any alcohol consumption** at least 8 hours prior to providing services for an event.

4.3.5 Code of Conduct:

- Unruly or threatening behavior or verbal abuse will not be tolerated.
- Tobacco use is strictly prohibited on park grounds.
- Intoxication is strictly prohibited while working as a concessionaire with Owner
- Appropriate dress attire is required from each concessionaire and their employees.

NOTE: ANY VIOLATION(S) OF THESE "REQUIREMENTS", "RULES AND REGULATIONS", OR "CODE OF CONDUCT" MAY SUBJECT THE CONCESSIONAIRE TO IMMEDIATE TERMINATION OF CONTRACT AND IMMEDIATE DISMISSAL FROM THE EVENT BEING SERVICED. CONCESSIONAIRE MAY ALSO BE PROHIBITED FROM APPLYING FOR FUTURE EVENTS.

4.3.6 Security: Owner assumes no responsibility for the security of items on display or personal items.

4.3.7 Concessionaires are responsible for the delivery, handling, take down and removal of their booth, mobile unit, displays, advertising material and the like from the grounds.

4.3.8 Food Regulations: Offeror(s) shall ensure that all food products meet Food and Drug Administration, Department of Agriculture, and Mesa County Department of Health rules and regulations.

4.3.9 Food Quality: Foods and products provided shall be of the highest quality, freshest stock. Where applicable, items shall be of top grade quality unless otherwise specified or an agreed upon substitution.

4.3.10 Right to Audit: The Concessionaire shall maintain such financial records and other records as may be prescribed by the Owner or by applicable federal and state laws, rules, and regulations. The concessionaire shall retain these records for a period of five years after final payment, or until they are audited by the Owner, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five-year period for examination, transcription, and audit by the Owner, its designees, or other authorized bodies.

4.3.11 MSDS (OSHA Form 20): In compliance with the Occupational Safety and Health Act (OSHA) Hazardous-Material Amendment, OSHA 1910.1200. The Owner requires **material safety data sheets** on all potentially hazardous materials utilized within Owner operations. Therefore, delivery of products subject to the aforementioned laws and regulations will not be accepted unless accompanied by

a satisfactorily completed OSHA-20 Materials Safety Data Sheet, or approved equivalent.

4.4. Scope of Services: Concessionaire will be expected to perform the tasks and meet the conditions identified below:

- (1) Provide food and beverage service for the lineup of shows taking place in the Grandstands Complex of the Mesa County Fairgrounds, utilizing the on-site kitchen and beer vending facilities, service windows, and other designated service areas as required. All shows hosted in the Grandstands Complex must be served unless excepted herein, or other agreements are reached in advance. (*Grandstands proposers only*)
- (2) Engage in the cooking and selling of food, beverages, and snacks to the general public in attendance at each show and will maintain sufficient supplies to meet said needs.
- (3) All foods and food products offered for sale shall be processed, packaged, and delivered in accordance with the regulations of the State of Colorado, the United States Department of Agriculture, and the requirements of the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. All food and beverage products offered for sale must be sold or replaced or replaced prior to any posted expiration date; Contractor shall manage all food ordering and oversee deliveries of all products arriving on the premises. Mesa County will not be responsible for reimbursing the selected Contractor for any unsold food prepared by the Contractor for a Fairgrounds event.
- (4) Provide all necessary labor, equipment, food service items (e.g. cups, napkins, wristbands, condiments) and utensils at its own expense to maintain operations at a safe, efficient and effective level of service.
- (5) Will obtain and maintain all licenses, insurances, permits, and certificates required to operate legally in Mesa County and all required documentation required by the Mesa County Fairgrounds. The County reserves the right to request copies of such documents from the selected Contractor at any time. Timely filing of necessary paperwork to the County and the State and any fees associated with either process are the sole responsibility of the Contractor. Service dates could be impacted by filing deadlines and processing.
- (6) Will provide a menu that meets the needs of the patrons of the Mesa County Fairgrounds and is approved by the management of the Mesa County Fairgrounds. Annual review and approval shall include, but not be limited to, all foods items, confections, or any product sold by the Contractor on the Fairgrounds property. Review shall include, but not be limited to, type, quantity, and pricing.
- (7) Meet or exceed the standards for health and cleanliness as required by all federal, state, and local laws, regulations, and ordinances, and by the Mesa County Fairgrounds.

- (8) Will perform routine clean-up in all areas in the grandstand lobby area including the kitchen, all service and eating areas, before and after events including trash collection and cardboard disposal in those areas. (*Grandstands proposers only*)
- (9) Will maintain valid (and provide certification) of all insurance required by Mesa County as stated in the insurance requirements section, all food licenses, liquor licenses (*Grandstands proposers only*), and sales tax vending licenses; and provide proof of such prior to the start of the season to the Fairgrounds office.
- (10) All food handlers are required to have a food handler's card. This practice is per County Health Department regulations and will be required for all persons involved in this contract who will be working with the food sold at the Fairgrounds.
- (11) Will remain open before, during, and after the event as determined by the Mesa County Fairgrounds, and by the promoters of each event. Alcohol sales shall cease at least 20 minutes prior to the end of each event. Will be subject to the scheduling on an event by event basis by the Mesa County Fairgrounds. (*Grandstands proposers only*)
- (12) Will provide to the Mesa County Fairgrounds all documents relating to revenues (including those from satellite operations or self-contained trailers) within the Grandstands Complex received as approved by the Mesa County Fairgrounds Manager and per accepted accounting standards and methods using accounting principles as promulgated by the American Institute of Certified Public Accountants. Mesa County may audit, examine, and copy any and all books, records, and information relating to the operation of the concession at Mesa County Fairgrounds. (*Grandstands proposers only*)
- (13) Will be responsible for maintenance and repairs of all contractor-owned food service and alcohol service equipment. Will report any maintenance issues regarding County owned equipment to the Fairgrounds management in a timely manner.
- (14) Will pay all Federal, State, Local, and other taxes chargeable to this concession operation as required by law.
- (15) Will be required to maintain the facility as described herein, and to fix and repair any damage caused by the use of the facility by the Contractor at the Contractor's expense and by the approval of the Mesa County Fairgrounds. The Contractor will make no alterations or additions to the premises, or any part thereof, without having first obtained written consent of the Manager of the Mesa County Fairgrounds. Any and all approved alterations shall become the property of the Mesa County Fairgrounds. (*Grandstands proposers only*)
- (16) Will have ability to provide catering services to other locations on the property, as requested by show organizers and promoters in other areas besides the designated areas.
- (17) Will not use the commercial kitchen and the equipment supplied for any other food

servicing assignments or storage of food items outside of those taking place on County property. *(Grandstands proposers only)*

- (18) Providing alcoholic beverage services to the spectators of legal age attending shows and events in the Grandstands Complex as scheduled by the Mesa County Fairgrounds; and manage said concession operations. *(Grandstands proposers only)*
- (19) Execute and manage sales of alcoholic beverages at shows in accordance with the County & State issued licenses, and as approved by the management of the Mesa County Fairgrounds. *(Grandstands proposers only)*
- (20) Optimize customer service to Mesa County citizens and users of the Mesa County Fairgrounds.
- (21) Purchasing products in a safe, sanitary, and healthy environment which meets or exceeds all state, federal, and local requirements and is approved by the Mesa County Fairgrounds.
- (22) Keeping clean all Mesa County equipment which is under lease with any required maintenance issues reported to the Fairgrounds management. *(Grandstands proposers only)*
- (23) Meeting all other requirements, rules, regulations, insurances, and licensing as required by federal, state, or local laws and ordinances, and by Mesa County Fairgrounds; Licenses required (for said premises) include: Mesa County Retail Liquor License (on premise), CO Retail Liquor License (on premise) *(Grandstands proposers only)*; CO License to Operate a Retail Food Establishment; CO Sales Tax License.
- (24) Provide all required services to operate out of the Grandstand Lobby beer concession area, and other designated licensed areas in the Complex (if warranted) by the show (layout attached). *(Grandstands proposers only)*
- (25) Will provide security guard(s) at the alcohol sales area(s) during the service hours for each show. *(Grandstands proposers only)*
- (26) Operate the beer concession area in accordance with all Mesa County, state and federal regulations. The operation will be conducted under the valid license issued to the Contractor as directed by the Fairgrounds Manager and the Mesa County Board of Commissioners and the State of Colorado Department of Revenue. Copies of said licenses to be presented to the Fairgrounds Manager prior to the start of the event season. *(Grandstands proposers only)*
- (27) All service people will attend a server responsibility training seminar put on by the City of Grand Junction. Seminars are offered throughout the year at no charge. *(Grandstands proposers only)*

4.5. Mandatory Site Visit/Briefing: A **site visit** is required for all prospective offerors for their location of choice. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). The site visit/briefing shall take place at the Mesa County

Fair Grounds located at 2785 Hwy 50, Sagebrush Room (East end of Community Building), on January 8, 2015 at 10:30am.

4.6. Contract Period: These contracts shall be for an initial one (1) year period beginning approximately February 2, 2015, with an option to renew for two (2) consecutive one (1) year periods.

4.7. RFP Tentative Time Schedule:

- | | |
|--|-----------------------|
| • Request for Proposal available | December 19, 2014 |
| • Mandatory Site Visit | January 8, 2015 |
| • Inquiry deadline, no questions after this date | January 9, 2015 |
| • Addendum Posted | January 12, 2015 |
| • Submittal deadline for proposals | January 15, 2015 |
| • Owner evaluation of proposals | January 16 – 23, 2015 |
| • Interviews (if required) | January 28, 2015 |
| • Final selection | January 30, 2015 |

4.8. Questions Regarding Scope of Services:

Duane Hoff Jr., Senior Buyer
duaneh@gcity.org

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

5.1 Submission: Concessionaires are required to provide **one (1) hard copy** of their proposal and **one (1) copy in electronic format (on CD or Flash Drive)** of all THE ELECTRONIC COPY SHALL BE AN EXACT REPRODUCTION OF THE ORIGINAL DOCUMENT(S) PROVIDED. ALL SECTIONS SHALL BE COMBINED INTO A SINGLE ELECTRONIC FILE. 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 requests that proposals be formatted **A** to **F**. Proposals must contain all of the following information to satisfy the requirements of this RFP:

- A. **Cover Letter:** Cover letter shall be provided which explains the Concessionaire's interest in the project(s). ***Please indicate which project you are submitting this proposal for, or if you are submitting for both projects.*** The letter shall contain the name/address/phone number of the person who will serve as the concessionaire's principal contact person with City's Contract Administrator. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the concessionaire.
- B. **Qualifications of Concessionaires & Employees:** Provide names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services. Include qualifications, experience of each, and length of time with the company.
- C. **Strategy and Implementation Plan:** Describe your (the concessionaire's) interpretation of the City's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Concessionaire may utilize a written narrative or any other printed technique to demonstrate his/her ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished.
- D. **References:** Give at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and the name and telephone number of a responsible contact person (See attached Concessionaire References Form).
- E. **In addition to submittal requirements of Section 5.0, all items from Section 4.3.3 and completed "Concessionaire Registration Form for Mesa County Fairgrounds Grandstand Complex" shall also be submitted.**
- F. **Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project (include propane use and specific electrical needs).

SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 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.
- 6.2 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 Owner reserves the right to reject any and all Statements. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Necessary resources
- Required skills
- Required Licensing
- Demonstrated capability
- Demonstrated business integrity
- Menu "theme"/main menu items
- Menu pricing
- Electrical needs
- Propane usage
- References

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** It is the Owner's intent to evaluate and award to a specific Concessionaire to provide services for the Mesa County Fairgrounds Grandstand Complex. The award shall be made as deemed in the best interest of the Owner. The committee will rank the finalists in order of preference based evaluation of criteria as stated in Section 6.2 of this RFP, and (if required) oral presentations. The contract will be awarded to the Concessionaires that are deemed most qualified to perform the scope of services based on criteria defined in Section 6.2 of this RFP.

SECTION 7.0: SOLICITATION RESPONSE FORM

RFP 3958-15-DH “Food & Alcohol Concessionaire Service Selection for Mesa County Fairgrounds Grandstand Complex and/or Equestrian Events”

Offeror must submit entire Form completed, dated and signed.

The City of Grand Junction reserves the right to accept any portion of the service to be performed at its discretion

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (60) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror’s proposal attached hereto; as accepted by the City.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies that he/she is a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Date: _____

Agent shall **initial** each applicable item below to certify acknowledgement.

	Initial to indicate the required proposal submittals are enclosed.
	Initial to acknowledge receipt of Addendum 1 and/or amendment(s) (if applicable).
	Initial to acknowledge receipt of Addendum 2 and/or amendment(s) (if applicable).
	Initial to acknowledge receipt of Addendum 3 and/or amendment(s) (if applicable).

Company Name – (Typed or Printed)

Authorized Agent – (Typed or Printed)

Authorized Agent Signature

Title

Address of Offeror

City, State, and Zip Code

Phone Number

Fax Number

E-mail Address of Agent

Cell Phone Number

Concessionaire Registration Form
For Mesa County Fairgrounds Grandstand Complex and/or
Equestrian Events
(Please print clearly)

a) Grandstand Complex b) Equestrian Events Both a & b

General Information:

Business Name: _____

Contact Person Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Day-Time Telephone: _____ Cell Phone: _____

Email: _____ Website: _____

Photos of booth/cart/mobile unit (while in operation) enclosed (if applicable)? Yes _____ No _____

Electricity required? Yes _____ No _____ If Yes, Specifications (Amps, etc.): _____

Propane in use? Yes _____ No _____

Personnel: Provide Names, titles and responsibilities of key personnel who will be responsible for the on-site management of these services.

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____

Responsibilities: _____

➤ Name: _____ Title: _____
Responsibilities: _____
_____.

References: Provide at least three (3) references for projects of similar size and scope, including at least two (2) references for projects completed during the past five years. Include the name of the organization, a brief summary of the service, and the name and telephone number of a responsible contact person.

➤ Company: _____ Contact Person: _____
Phone Number: _____ Brief Summary of Services: _____

_____.

➤ Company: _____ Contact Person: _____
Phone Number: _____ Brief Summary of Services: _____

_____.

➤ Company: _____ Contact Person: _____
Phone Number: _____ Brief Summary of Services: _____

_____.

Agreement:

I agree to abide by the Requirements, Rules and Regulations, and Code of Conduct stated in this letter and accept complete responsibility for my booth space, property, and employees while concessioning at any event under the management of the Owner. I agree that I am responsible to leave the space I occupied in good condition, and as I found it.

Signature: _____ Date: _____



DETAIL