



**Request for Proposal
RFP-4098-15-DH**

**Two Rivers Convention Center Food Service
Distributor**

RESPONSES DUE:

September 17, 2015 prior to 3:00pm PM Local

Accepting Electronic Responses Only

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

<https://www.rockymountainbidsystem.com/default.asp>

(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:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

970-244-1545

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, 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 is directed to:

RFP QUESTIONS:

Duane Hoff Jr., Senior Buyer

duaneh@gjcity.org

- 1.2 **Purpose:** The purpose of this RFP is to obtain proposals from qualified professional food service distributors for selection of a primary and backup food service provider capable of providing on-line ordering and delivery of food service products to the Two Rivers Convention. The successful Offeror shall furnish required food and supplies on an as needed basis.
- 1.3 **The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 **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.
- 1.5 **Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City 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. (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 Distributor 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 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.
- 1.9 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 Rocky Mountain E-Purchasing website at www.rockymountainbidsystem.com. Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.10 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 Services contained herein.
- 1.11 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 Owner. 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.
- 1.12 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 entitled **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.
- 1.13 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must demonstrably 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.

1.14 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.

1.15 Sales Tax: The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

1.16 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 Distributors 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 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 by the Owner and Distributor. By executing the contract, the Distributor 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 Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Distributor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Services. The Distributor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Services. If the Distributor observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Distributor performs any Services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Distributor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the Services under a contract with the Distributor.
- 2.5. Protection of Persons & Property:** The Distributor 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. Distributor 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 Distributor in the execution of the Services, or in consequence of the non-execution thereof by the Distributor, they shall restore, at their 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.
- 2.6. 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/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Distributor 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.
- 2.7. 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.
- 2.8. Uncovering & Correction of Services:** The Distributor shall promptly correct all Services found by the Owner as defective or as failing to conform to the contract documents. The Distributor shall bear all costs of correcting such rejected Services, 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 Services under the above paragraphs shall be removed from the site where necessary and the Services shall be corrected to comply with the contract documents without cost to the Owner.

- 2.9. Acceptance Not Waiver:** The Owner'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 Owner'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.
- 2.10. Change Order/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.
- 2.11. 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.
- 2.12. 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. Distributor 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.
- 2.13. Debarment/Suspension:** The Distributor hereby certifies that the Distributor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.14. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the Services to be done or information that comes to the attention of the Offeror during the course of performing such Services is to be kept strictly confidential.
- 2.15. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.16. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner 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.
- 2.17. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the Services 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.
- 2.18. 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.

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

2.19.1. 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.

2.19.2. 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.

2.19.3. 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.

2.20. 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).

2.21. 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.

2.22. 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.

2.23. 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.

2.24. 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.

2.25. Indemnification: Offeror shall defend, indemnify and save harmless the Owner 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, subDistributor 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.

- 2.26. Independent Distributor:** The Offeror shall be legally considered an Independent Distributor and neither the Distributor 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 Distributor, its servants, or agents. The Owner shall not withhold from the contract payments to the Distributor any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Distributor. Further, the Owner shall not provide to the Distributor any insurance coverage or other benefits, including Servicesers' Compensation, normally provided by the Owner for its employees.
- 2.27. 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.
- 2.28. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.29. 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.
- 2.30. 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.
- 2.31. 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.
- 2.32. 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.
- 2.33. 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.

- 2.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner'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 Owner'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.
- 2.35. 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.
- 2.36. Gratuities:** The Distributor 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 Distributor breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.37. 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.
- 2.38. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Serviceser's Compensation, normally provided by the Owner for its employees.
- 2.39. Default:** The Owner reserves the right to terminate the contract in the event the Distributor 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.
- 2.40. Multiple Offers:** 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.
- 2.41. 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.

2.42. Definitions:

- 2.42.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.42.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.42.3. "Distributor" is the person, organization, Distributor or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Distributor means the Distributor or his authorized representative. The Distributor shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Distributor shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Distributor shall not commence Services without clarifying Drawings, Specifications, or Interpretations.
- 2.42.4. "Sub-Contractor" is a person or organization who has a direct contract with the Distributor to perform any of the Services at the site. The term sub-contractor is referred to throughout the contract documents and means a sub-contractor or his authorized representative.

2.43. Public Disclosure Record: If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner 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 Owner.

SECTION 3.0: INSURANCE REQUIREMENTS

Insurance Requirements: The selected Distributor 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 Distributor pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Distributor 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. Distributor shall procure and maintain and, if applicable, shall cause any SubDistributor of the Distributor to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. 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:

(a) Worker Compensation: Distributor shall comply with all State of Colorado Regulations concerning Workers' Compensation insurance coverage.

(b) General Liability insurance with minimum 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 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

With respect to each of Distributors owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision. The policies required by paragraph (b) above shall be endorsed to include the Owner, and the Owner's officers and employees 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 Bidder. No additional insured endorsement to any required policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Bidder shall be solely responsible for any deductible losses under any policy required above.

SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES

4.1. General/Background: It is the intent of the City of Grand Junction to contract for Food Services for Two Rivers Convention Center beginning January 1, 2016. THIS IS A COST-PLUS PROPOSAL. Currently, the City spends approximately \$300,000.00 per year on food and related products at Two Rivers Convention Center. This amount in no way construes an obligation to future commitments. The City of Grand Junction anticipates awarding one primary Offeror approximately 70% of the product categories and approximately 30% for back up purveyors with in various categories. An excel document has been provided for both the primary and the back-up purveyors. The City is interested in establishing a long term relationship with the awarded Offeror. The City will consider offers to be a primary purveyor **AND/OR** offers to be one of the back-up purveyors.

The City reserves the right to negotiate additional options with the successful Offeror. The City further reserves the right to negotiate an annual renewal of this Agreement with the successful Offeror for three (3) additional one year periods.

- 4.2. Specifications/Scope of Services:** Estimates of 2015 food requirements have been provided to assist you in preparing your Proposal; however, nothing in the stated estimates shall be construed obligating the City to any minimum number of service requests. All food and miscellaneous items ordered by the City shall fall into one of the categories as listed on the quote form and shall be billed at cost plus a percentage (unless special promotions bring the price below the cost plus percentage).

2015 food purchase estimates for Two Rivers Convention Center is \$313,000

- All food products are to meet Food and Drug Administration and Department of Agriculture specifications.
- All deliveries shall be to: Two Rivers Convention Center, 159 Main Street, Grand Junction, CO 81501. Deliveries shall be made available Monday – Friday by 9:00am.
- Offeror is to supply all necessary information as to sizes, quantities, and amounts of products priced so that an equal and fair comparison can be made against other items. Any item that has insufficient information to make a fair and equal comparison will not be considered. Offeror shall list any exceptions to product specifications at the end of each section being proposed.
- All brand names mentioned in the specifications are to be considered by the Offeror as a reference, not to limit the bidding. Vendor may bid the brand named or an Equivalent. If requested, offeror shall provide a sample within two (2) days of the request. The proposed cost for that item may be rejected if samples are not available.

BRAND NAMES OR EQUAL: Whenever in this bid invitation any particular materials, process, mechanism, and/or equipment are indicated, described or specified by patent, proprietary, or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating minimum acceptable requirements and will be deemed to be followed by the words, “or equal”. Proof satisfactory to the City must be provided by Bidder to show that the alternative product/equipment/vehicle is in fact, equal to specification requirements.

The City of Grand Junction has determined that the brand name, model name/numbers on the Vendor’s Bid Form Specification Sheet, meets the specifications as stated in the solicitation documents. These manufacturer’s references are not intended to be restrictive but descriptive of the type and quality the City of Grand Junction desires to purchase. Bids for similar manufactured items of like quality will be considered if the bid is fully noted with the manufacturer’s brand name and model. The City of Grand Junction reserves the right to determine products of equal value. Vendors will not be allowed to make unauthorized substitutions after award is made.

- Offerors shall offer prices to the specifications and any deviations are to be noted and may result in your proposal being found non-responsive.

- Offeror must supply prices for the units requested in the quote form. If the product is packaged in sizes other than requested, then the **Proposer MUST convert their units to the sizes requested by the City of Grand Junction.
- Once awarded, any substitutions to the products ordered shall be pre-approved by the City prior to delivery.
- Pricing Categories- Fresh or frozen as long as quality and fresh taste is maintained.
 - **Appetizers/Hors D'Oeuvres**
 - **Dairy Products**
 - **Baking & Baking Products**
 - **Frozen**
 - **Produce - Fresh**
 - **Canned and Dry**
 - **Paper and Disposable**
 - **Chemical & Janitorial**
 - **Dispenser/Beverage**
 - **Fish & Seafood**
 - **Fruits-Frozen**
 - **Meat**
 - **Potatoes and Pasta**
 - **Poultry**
 - **Dressings and Condiments**
 - **Snack and Nuts**
 - **Vegetables-Frozen**

The Offerors cost proposal shall be clear and unambiguous. The Quote Form for products shall be completed as instructed.

- Identify which brands are Proprietary/Generic House Brands such as: (Hilltop Hearth, Cross Valley Farms, Bountiful Harvest etc.)
- Describe company's procedures for ordering, invoicing. Submit for review and concurrence a sample invoice, which will be used for invoicing the City during the term of the contract. Provide details as to available online ordering capabilities and special processes in place for added customer convenience, superior service, etc.
- Successful supplier(s) shall include samples of usage reports. Describe capabilities and flexibility of the web ordering site to provide customized reports.

4.2.1 The Two Rivers Convention Center would like to consider **GREEN Environmentally Friendly** products preferably which represent a **lesser impact to public health** and the environment. Proposers shall identify products that meet or partially meet the following specifications:

- Product Packaging that is recyclable, sustainable and/or biodegradable
 - The Two Rivers Convention Center currently has a recycling program and has recycling bins for cardboard, plastic and glass packaging.
 - Specify on the Price Quotation Spreadsheet any specific packaging with recyclable materials, and any percentages of recycled content (particularly post-consumer). Include a description of any return / collections program available and identify any measures to reduce the amount of overall packaging.

- Products local to the State of Colorado
 - How do you communicate with your customers what local products are and when they're available?
 - Include all products that are produced in Colorado on the Price Quotation Spreadsheet.
 - Define typical Seasonal availability.

- Transportation Practices
 - Describe any transportation practices in the supply chain that promote increased fuel efficiency and/or use of alternate fuel sources.

4.2.2 Definition of Cost - Costs that are specifically identified in the Offeror's response, and accepted by the Purchasing Department as part of the proposal, will not be compensated under any contract awarded pursuant to this RFP. The City of Grand Junction will not be responsible for any costs or expenses incurred by Offerors responding to this RFP. For the purposes of this RFP and any and all subsequent contracts awarded from the same, the following definitions shall apply:

- **General:** Offeror's COST shall be defined as: product cost and incoming freight as shown on supplier invoices, billings and/or agreements, less applicable allowances, promotions, rebates, etc. Applicable allowance, promotions, rebates, etc. shall be those granted to all customers in general and to the City of Grand Junction in particular and shall include (but not necessarily limited to): case rate discounts; deviated allowances; bill back invoicing; growth programs; functional discounts; performance base programs; promotional allowances; quantity discounts; trade discounts; and volume discounts. Invoices to the City shall have pricing in effect on the day of delivery.

- **Percentage Up-Charge:** Different percentage up-charges shall be quoted for each category of items. Examples: One percentage for Meats; another percentage for Produce; and another for Seafood, etc. The percentage up-charge quoted shall not extend beyond two decimal places (e.g., 8%, 8.5%, 8.75% are permitted; 8.875%, 8.465%, 8.1677% are not permitted). Offerors must consider any and/or all expenses associated with meeting mandatory requirements and proposed alternatives and desirable in the RFP. All business expenses that the Offeror may have to incur in connection with meeting all mandatory, alternative, and desirable specifications must be factored into this percent up-charge including and not

limited to freight charges from the Offerors warehouse to the City of Grand Junction. The Offerors desired profit margin must also be factored into this percentage up-charge. Percentage up-charge shall not increase for the duration of any and all contracts pursuant to this RFP.

- **Cost:** Cost shall not include the “Percentage Up-charge Quote”. Cost for this RFP and resultant contract(s) shall be: [Offeror’s product cost] plus [Incoming freight to either: Offerors distribution center/warehouse or, for direct shipments from manufacturer/processor, to the ordering entity’s point of destination.] less [Applicable allowances, promotions, rebates, etc.], identified in “General” above.
- **Cost Verification:** Invoices, bills agreements, etc., may be requested to verify cost. Failure of Offeror to furnish within seven (7) calendar days the requested information / document, or of Offeror’s supplier(s) to furnish within seven (7) calendar days verification of invoice(s), may result in cancellation of award.
- **Price:** “Net City of Grand Junction Delivered Price” – All prices for the resultant contract shall be net FOB Destination designated by the ordering entity and shall be all inclusive, to include, but not be limited to, the following:
 - Application of “Percent Up-charge RFP” to cost
 - Inside delivery, if required
 - Delivery availability on every Monday, Tuesday, Wednesday Thursday and Friday, **on or before 9:00 am.**
 - **Orders and deliveries will vary from week to week due to business demands**
 - Pricing in effect on the day of delivery
 - Palletized or cart / hand truck delivery as required by the ordering site
 - Use of appropriate vehicles to accommodate site limitations
 - Compliance with all local ordinances and restrictions
 - Billing and payment in U.S. dollars
 - Reporting Capabilities

For the purposes of this RFP evaluation Offeror must submit cost on all products on the Bidders Pricing Form. **The Offeror is to document cost as defined during the two day period of September 17 to September 18, 2012 billing period.** Failure to submit required documentation may result in rejection of the Offeror’s response. The City of Grand Junction reserves the right to consider slightly different pack sizes on a prorated basis.

4.2.3 Right to Audit: The contractor shall maintain such financial records and other records as may be prescribed by the City of Grand Junction or by applicable federal and state laws, rules, and regulations. The contractor shall retain these records for a period of five years after final payment, or until they are audited by the City, 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 City, its designees, or other authorized bodies.

4.2.4 Oral Presentation and Distribution of Samples: Following the evaluation committee’s analysis of the written proposals and discussions, the responses will be ranked to establish the two (2) highest scored responses. These suppliers shall be asked to

present their products, programs, and provide an on-site on-line ordering/website demonstration.

Discussions and negotiations may take place with the short list vendors to ensure clarification and to obtain a best and final offer. The award will be based upon the proposal that is determined to be the most advantageous to the City.

4.2.5 Negotiation: The City may, at its sole discretion, enter into negotiations with the selected responsive and responsible Offeror(s) that are considered eligible for award, and to invite “best and final offers” as deemed to be in the best interest of the City.

Presentation may be combined with negotiation at the City’s sole discretion. However, the City is not obligated to negotiate, and may make award based on either the initial evaluation or negotiated “best and final offers” as determined by and at the City’s sole discretions as being in the City’s best interest.

Offeror’s are strongly advised however, not to prepare their proposal submissions based on any assumption, understanding or hope that negotiations will take place. It is the City’s initial desire and intent to avoid negotiations. Offeror’s are advised to respond to this solicitation fully at the time of proposal submission.

4.2.6 Approval: After contract negotiations have concluded and a corresponding detailed contract developed, it will be submitted to the City Council for final approval.

The City shall issue a Letter of Intent to the selected supplier. All unsuccessful Respondents will be notified after the RFP is awarded. No information shall be released after the RFP due date until announcement of an award by the City is made.

4.2.7 Contract Term: Contract shall commence January 1, 2016 and will run through December 31, 2016. The awarded Distributor and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Distributor and the Owner, be extended under the terms and conditions of the contract for three (3) additional one (1) year contract periods, contingent upon the applicable fiscal year funding.

4.3. RFP Tentative Time Schedule:

- Request for Proposal available August 28, 2015
- Inquiry deadline, no questions after this date September 7, 2015
- Addendum Posted September 10, 2015
- Submittal deadline for proposals September 17, 2015
- Owner evaluation of proposals September 18-25, 2015
- Interviews (if required) October 2, 2015
- Final selection October 6, 2015
- City Council Approval October 21, 2015
- Contract execution October 22, 2015
- Services begins no later than January 1, 2015

4.4. Questions Regarding Scope of Services:

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

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

Submission: Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (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 in Section 5.0 “Preparation and Submittal of Proposals.” 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 Owner requires that proposals be formatted **A to L:**

- A. Cover Letter:** Cover letter shall be provided which explains the Distributor’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the Distributor’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the Distributor. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the Distributor. By submitting a response to this solicitation the Distributor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Provide names, titles and responsibilities of key personnel who will be responsible for the management of this project. Include qualifications, experience of each, and length of time with the company.
- C. Strategy and Implementation Plan:** Describe your (the Distributor’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Distributor may utilize a written narrative or any other printed technique to demonstrate their 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. Include a **time schedule** for completion of your Distributor’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E.** Describe any **Transportation Practices** in the supply chain that promote increased fuel efficiency and/ or use of alternate fuel sources.
- F. Fee Proposal:** Provide as required and specified in the solicitation document(s) and completing the attached Bidders Pricing Form.

- G. **On-Line Ordering:** Provide a brief overview of On-line ordering capabilities and web address.
- H. **Reporting Capability of Food Products:** Identify the type of reporting capabilities available to the City.
- I. **Food Category Price Form:** Complete all spreadsheet categories you are responding to (submit in existing MS Excel document).
- J. **Identify which brands are Proprietary/Generic House Brands** such as: (Hilltop Hearth, Cross Valley Farms, Bountiful Harvest etc.)
- K. Two River Convention Center would like to consider **“Green Environmentally Friendly”** Products. Proposers shall ***identify products*** that meet or partially meet the specifications as stated in **Section 4.2.1**.
- L. **Additional Data:** Provide all information as requested and required under Section 4 “Scope of Services, as well as any additional information that will aid in evaluation of your qualifications with respect to this project.

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 Distributor’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 portions of proposals and take into consideration past performance. 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
- Strategy & Implementation Plan
- Required skills
- Demonstrated capability
- Demonstrated business integrity
- Green Products
- References
- Fees
- Additional Data

The Owner will undertake negotiations with the top rated Distributor and will not negotiate with lower rated Distributors unless negotiations with higher rated Distributors 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:** Distributors shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Distributor.
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SECTION 7.0: SOLICITATION RESPONSE FORM

RFP-4098-15-DH “Two Rivers Convention Center Food Service Distributor”

Offeror must submit entire Form completed, dated and signed.

The Owner reserves the right to accept any portion of the Services 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 Distributor 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 Owner.

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 Distributor to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are 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.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of _____ percent of the net dollar will be offered to the Owner if the invoice is paid within _____ days after the receipt of the invoice. Payment Terms _____.

RECEIPT OF ADDENDA: the undersigned Distributor 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