



**Request for Proposals
RFP-4273-16-SH**

EXCLUSIVE POURING RIGHTS

RESPONSES DUE:
July 26, 2016 prior to 2:30 P.M.

Accepting Electronic Responses Only via email

PURCHASING REPRESENTATIVE:

Susan Hyatt
Purchasing Supervisor
susanh@gjcity.org
970-244-1513

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/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

TABLE OF CONTENTS

Section

- 1.0 Specifications/Scope of Services**
- 2.0 Administrative Information and Conditions for Submittal**
- 3.0 General Contract Terms and Conditions**
- 4.0 Insurance Requirements**
- 5.0 Preparation and Submittal of Proposals**
- 6.0 Evaluation Criteria and Factors**

SECTION 1.0: SPECIFICATIONS/SCOPE OF SERVICES

1.1. General/Background: Grand Junction's downtown area is the heart and soul of this Colorado community. From the unique sculptures that line Main Street to the historic buildings that house some of the city's finest shops and restaurants, downtown Grand Junction has something that appeals to everyone. Two of the main anchors on Main Street are the Avalon Theatre and Two Rivers Convention Center.

1.1.1 The Avalon Theatre has been the cornerstone of 7th and Main Street in downtown Grand Junction for 90 years. All suggestions will be considered for fountain drinks, ice machines and retail coolers.

1.1.2 Two Rivers Convention Center (TRCC), conveniently located in downtown Grand Junction, is Western Colorado's premier convention and meeting facility. The largest and most conveniently located convention center between Denver and Salt Lake City, Two Rivers Convention Center (TRCC) is a multipurpose facility that can accommodate groups in excess of 2,000 people offering more than 22,920 square feet of meeting/exhibit space in addition to catering and trade show decorating services. Beverage services are currently offered at TRCC. All suggestions will be considered for fountain drinks, ice machines, vending machines and retail coolers.

1.2 Scope of Services: Please explain in detail what your company can provide to obtain exclusive pouring rights for the Avalon Theatre and Two Rivers Convention Center. No volume guarantees or restrictions will be accepted as part of the resulting contract.

1.2.1 In 2015 TRCC purchased \$7,591 in drinks and \$547 in cups, lids and straws.

1.2.2 In 2015 Avalon Theatre purchased \$6,930 in drinks and \$1,197 in cups, lids and straws.

1.3 RFP Tentative Time Schedule:

- Request for Proposal available July 8, 2016
- Inquiry deadline, no questions after this date July 15, 2016
- Submittal deadline for proposals July 26, 2016
- Evaluation of proposals July 27-28, 2016
- Final selection July 28, 2016
- Contract execution July 29, 2016

1.4 Questions Regarding Scope of Services:

Susan Hyatt, Purchasing Supervisor
susanh@gjcity.org

1.5. Term of Contract: The contract period shall be for one year beginning August 1, 2016 through July 31, 2017. Upon mutual agreement between the Contractor and the Owner there is an option for three (3) annual renewals, depending on appropriated funds as stated in Section 3.18.

SECTION 2.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL

2.1 Issuing Office: This Request for Proposal (RFP) is issued for the City of Grand Junction (Owner) on behalf of the Avalon Theatre and Two Rivers Convention Center. All contact regarding this RFP is directed to:

RFP QUESTIONS:

Susan Hyatt/Purchasing Supervisor

susanh@gjcity.org

2.2 Purpose: The purpose of this RFP is to obtain proposals from qualified firms to provide beverages, beverage services, and additional considerations in exchange for exclusive pouring rights at the Avalon Theatre and Two Rivers Convention Center.

2.3 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.

2.4 Submission: Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic PDF format only. SUBMIT RESPONSE VIA EMAIL TO SUSANH@GJCITY.ORG.** 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.

2.5 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 proposal 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. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.

2.6 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 3.0: GENERAL CONTRACT TERMS AND CONDITIONS

3.1 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.

3.2 Responsibility of those Performing the Work: The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the work under a contract with the Contractor.

3.3 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.

3.4 Conflict of Interest: No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

3.5 Project Manager/Administrator: The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the work 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.

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

3.6.1 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.

3.6.2 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.

3.6.3 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.

3.7 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 workers 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).

3.8 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.

3.9 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.

3.10 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.

3.11 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, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.

3.12 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.

3.13 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.

3.14 Remedies: The Offeror and Owner agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

3.15 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.

3.16 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.

3.17 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.

3.18 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.

3.19 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.

3.20 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.

3.21 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.

3.22 Public Disclosure Record: If the bidder has knowledge of their employee(s) or sub-bidders having an immediate family relationship with an 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 4.0: INSURANCE REQUIREMENTS

4.1 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 Subcontractor 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 to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(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 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 contractor 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.

- 4.2. Additional Insured Endorsement:** The policies required by paragraphs (b) and (c) 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 Contractor. The Contractor shall be solely responsible for any deductible losses under any policy required above.

SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

- 5.1 Submission:** Each proposal shall be submitted in electronic format via email. **The electronic shall be a SINGLE ELECTRONIC PDF DOCUMENT.** Offerors are required to indicate their interest in this Project and address their capability to perform the Scope of Services. Owner requests that proposals be formatted **A to C.**
- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. By submitting a response to this solicitation the Contractor agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Offerors shall describe their program and how it will benefit the City of Grand Junction.
- C. Additional Data (optional):** Provide 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 Criteria:** The following parameters will be used to evaluate the proposals (in no particular order of priority):
- Value and quality of equipment and services proposed
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed above. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the awarded Contractor.

>End RFP<