

Request for Proposals
Town of Florence
2018 Aquatic Center Concession Services



Town of Florence
P.O. Box 2670
775 North Main Street
Florence, Arizona 85132
Issued: April 11, 2018

Contact: Erasmo Mendivil, Jr., Recreation Coordinator – erasmo.mendivil@florenceaz.gov

TOWN OF FLORENCE
Request for Proposals
2018 Aquatic Center Concession Services

Solicitation Number: 2018 – Aquatic Center Concession Services

Submittal Deadline: May 4, 2018 by 11:00 a.m. (local Arizona time)

Submittal Location: Town Clerk’s Office 775 N. Main Street or P.O. Box 2670, Florence, AZ 85132

Question Deadline: April 27, 2018

General or RFP Process Questions Contact Person: Erasmo Mendivil, Recreation Coordinator, at erasmo.mendivil@florenceaz.gov or (520) 868-7586

Aquatic Center Food Vendor RFP Documents available at: www.florenceaz.gov/rfp

Date and Location for Submittal of Sealed Proposals: Notice is hereby given that sealed Proposals will be received at the Town of Florence Clerk’s Office, Town Hall, 775 North Main Street, Florence, Arizona 85132 until 11:00 a.m. (Arizona time) on Friday, May 4, 2018, for the 2018 Aquatic Center Concession Services. Proposals must be submitted in a sealed envelope clearly marked on the outside with “**2018 Aquatic Center Concession Services**” and the solicitation number (2018 – Aquatic Center Food Vendor). Any Proposal received after the time specified will be returned unopened. It is the Proposer’s responsibility to assure Proposals are received at the above location on or before the specified time. Late proposals will not be considered.

One (1) original and three (3) copies of the bid/proposal shall be submitted in a sealed envelope with the proposal name, proposal number, proposer’s name and address clearly indicated on the envelope. All proposals must be submitted in ink or typewritten. No oral, telegraphic, electronic, facsimile, or telephonic proposals or modifications will be considered unless specified. Additional instructions for preparing an offer are provided within the RFP.

Aquatic Center Concession Services: The Town of Florence (“Florence” or “Town”) is seeking proposals from qualified vendors who have experience in providing food and beverages from mobile facilities to provide concession services at the Florence Aquatic Center, located at 174 W. 1st St., Unit 1, Florence, AZ 85132. The Town may enter into multiple contracts to provide these services. The description of the 2018 Aquatic Center Concession Services is set forth in the Proposal Documents (the “RFP” or “Request for Proposals”) available at www.florenceaz.gov/rfp.

Proposal Requirement: Each Proposal shall be in accordance with the Proposal requirements, set forth in the Request for Proposals, which may be downloaded from www.florenceaz.gov/rfp or obtained by contacting Erasmo Mendivil, Recreation Coordinator, (“Contact Person”) at (520) 868-7586 or erasmo.mendivil@florenceaz.gov. Any Proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive and rejected. Vendor is responsible for obtaining any amendments either through updates on the website, or by contacting the person cited above for general questions.

Right to Reject Proposals: Notwithstanding any other provision of this RFP, The Town of Florence expressly reserves the right to reject any or all Proposals, or portions thereof; and/or waive any defect or informality in a Proposal; and/or reissue an RFP; and/or exercise any other rights available to the Town under the terms of the RFP, the Town Code, law, or equity; and/or to withhold the award of the RFP for any reason the Town determines.

Proposer Questions: All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project contacts listed on the RFP cover page, or designees. Questions shall be submitted in writing via email. Questions received after the Questions Date and Time Deadline above may be answered at the sole discretion of the Town.

Addenda/Clarifications: Any changes to the solicitation specifications will be in the form of an addendum. Addenda are posted at www.florenceaz.gov/rfp. The Town shall not be held responsible for any oral representations or statements relating to the solicitation specifications made by an employee, agent or officer of the Town. Failure to acknowledge receipt of any addendum by Proposer may result in disqualification of that Proposer’s proposal in the sole discretion of the Town.

Execution of Contract: No contract or agreement, express or implied, shall exist or be binding on the Town before the execution of a written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Proposer/proposer who submitted a timely, responsive and responsible proposal to this RFP.

Terms: The terms “Proposer”, “Offeror”, “Vendor”, “Offerors”, and “Bidder” may be utilized interchangeably in the provisions of this solicitation and the Proposal Documents. The Town and Proposer may be referred to in this Contract collectively as the “parties” and each individually as a “party”.

Equal Opportunity: The Town of Florence is an equal opportunity employer. Minority and women’s business enterprises are encouraged to submit Proposals on this solicitation.

DATED: _____

TOWN OF FLORENCE, ARIZONA

Town Clerk

IMPORTANT
PROPOSER'S SUBMITTAL CHECK LIST

It is the Proposer's responsibility to be familiar with all requirements and specifications:

1. The Proposal has been signed in the Proposer's Offer Section. (Proposals not signed in this section will not be considered.) Authorized Signature Form is enclosed. Addenda have been reviewed and signed and are included.
2. The Proposal amount offered (if applicable) has been reviewed.
3. Submit detailed menu with prices
4. Return Calendar of Proposal Days/Hours of Operation
5. Return Deviation/Compliance Certification
6. Return Offer Sheet
7. Return Reference Sheet
8. Demonstrating Lawful Presence
9. W-9 Form is complete and included
10. The mailing envelope/package has been addressed to:

Town Clerk
Town of Florence
775 N. Main Street
PO Box 2670
Florence, AZ 85132
11. Proposal Package/Envelope has been identified with Proposer's name and Proposal number 2018 Aquatic Center Concession Services.
12. The Proposal is submitted and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the Proposal cannot be considered.)

PROPOSAL
DOCUMENTS FOR:
THE TOWN OF FLORENCE, ARIZONA
2018 AQUATICS CENTER CONCESSION SERVICES

These terms will be the general contract conditions for any contract entered into as a result of the RFP and are incorporated therein and shall be fully binding upon the Proposer.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Sealed Proposals will be received at the Town of Florence Clerk's Office, Town Hall, 775 North Main Street, Florence, Arizona 85132 until 11:00 a.m. (local Arizona time) Friday, May 4, 2018, at which time the Proposals will be opened and publicly read. Late Proposals will not be accepted or considered by the Town.

1.2 Proposal Documents Available: The Proposal Documents consist of: (1) Requirements for Proposers; (2) Special Conditions; (3) Proposer's Proposal (form); (4) Compliance Certification(s) (form) (5) Offer Sheet (form) (6) Demonstrating lawful Presence (form) and (7) Reference (form). The Proposal Documents are available for downloading from www.florenceaz.gov/rfp at no charge or by contacting Erasmo Mendivil, Recreation Coordinator, at erasmo.mendivil@florenceaz.gov, and may be obtained upon request.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the Proposer's offer/proposal. The resultant contract between the Town and the Proposer shall include the: (1) RFP, including instructions, all terms and conditions, specifications, scope of work, attachments, any amendments thereto, any contract documents, and the Proposal Documents; and (2) the offer submitted by the Proposer in response to the RFP only to the extent it is consistent with the RFP terms and contract documents. All previous contracts between the Proposer and the Town are not applicable to this contract or other resultant contracts. Any award to a Proposer will be subject to a selected Proposer entering a services contract provided by and acceptable to the Town of Florence.

1.4 Proposer's Proposal Form: Proposals must be submitted only on the Proposer's Proposal form. All Proposals must be submitted in a sealed envelope clearly marked "Proposal for 2018 Aquatic Center Concession Services - Solicitation 2018 - Office of the Town Clerk."

1.5 Florence's Right to Reject Proposals: Notwithstanding any other provision of this RFP, the Town expressly reserves the right to reject any or all Proposals, or portions thereof; and/or waive any defect or informality in a Proposal; and/or reissue an RFP; and/or exercise any other rights available to the Town under the terms of the RFP, the Town Code, law, or equity; and/or to withhold the award of the RFP for any reason the Town determines.

1.6 Execution of Contract: No contract or agreement, expressed or implied, shall exist or be binding on the Town before the execution of a contract or written contract by both parties. If agreement on the terms of a resultant contract cannot be reached after a period deemed reasonable by the Town in its sole discretion, the Town may negotiate and enter a contract with any other Proposer who submitted a timely, responsive and responsible proposal to this RFP.

1.7 Additional Investigation: The Town reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting an offer.

1.8 Prior Experience: Experiences with the Town and entities that the evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

1.9 Cost of Proposal: The Town shall not reimburse the cost of developing or providing any response to this RFP and development and provision of any offer shall be at the respective Proposer's sole cost. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

1.10 Late Proposals: Late submittals and/or unsigned proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Florence. It is the sole responsibility of the Proposer to see that his/her proposal is delivered and received by the proper time and at the proper place.

1.11 Proposal Amendment or Withdrawal: A proposal may be withdrawn any time before the Proposal due date and time. A proposal may not be amended or withdrawn after the proposal due date and time except as otherwise provided by applicable law.

1.12 Public Record: All proposals submitted in response to this solicitation and all evaluation related records shall become property of Florence and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Florence in proposals submitted, and the information sought to be protected clearly marked as proprietary. Florence will not insure confidentiality of any portions of the proposal that are submitted in the event that a public record request is made. The Town will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the Proposer to apply for a court order blocking the release of the information.

1.13 Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the

accommodation.

1.14 Proposal Acceptance Period: All proposals shall remain open for 90 days after the day of the opening of proposals, but the Town may, at its sole discretion, release any proposal and return the proposal security (as applicable) prior to that date. No Proposer may withdraw his proposal during this period without written permission from the Town. Should any Proposer refuse to enter into a contract, under the terms and conditions of the procurement, the Town may retain the security (as applicable), not as a penalty, but as liquidated damages.

1.15 Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda.

1.16 General Evaluation Standards: The Town of Florence is seeking proposals from qualified firms who have experience in providing concessions services. The Town will be the sole judge of whether the proposals offered are acceptable.

1.16.1 Deviations. Any deviations from General Evaluation Standards contained in section 1.16 or required content under section 1.17.5 may render the proposal non-responsive.

1.16.2 Disqualification. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its proposal rejected. The Proposer will be required to submit documentation demonstrating lawful presence in the United States pursuant to A.R.S. §§ 1-501 and 1-502 by completing the *Demonstrating Lawful Presence* form provided by the Town.

1.16.3 Waiver and Rejection Rights. The Town reserves the right to reject any or all proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any proposal received, and to be the sole judge of the merits of the respective proposals received.

1.17 Proposal Preparation:

1.17.1 Format. Proposers shall submit their proposal with an original and three (3) copies and shall be submitted either on the forms provided in this solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.17.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. All facsimile or electronic mail proposals shall be rejected.

1.17.3 Typed or Ink Corrections. The proposal shall be typed or in ink.

Erasures, interlineations or other modifications in the proposal shall be initialed in ink by the person signing the proposal.

1.17.4 No Modifications. Modifications shall not be permitted after proposals have been opened except as otherwise provided under applicable law.

1.17.5 Content. The proposal shall contain all of the following information:

Proposal Amount. The proposal shall be a flat daily fee or a percentage of daily gross revenues. At the conclusion of each month, the proposer shall submit a complete and accurate accounting with payment to the Town within (15) days and pursuant to any resultant contract for services provided by the Town.

Proposed Menu. The proposal shall include a menu with food and beverage offerings along with prices for each item.

Calendar of Proposal Days/Hours of Operation. Indicate the days/hours of operation that the Proposer is willing to provide services.

Brief description of the Proposer/Experience/Qualifications. Provide a brief history of your business, including addresses for all locations and years in business. Identify the key individuals that would be working the concessions.

Tax ID Number. Proposer shall provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Proposal Section. A Town of Florence Sales Tax Number, if applicable, must also be supplied.

1.17.6 Solicitation Addendum Acknowledgement. Each Solicitation Addendum shall be acknowledged in the proposal Section, which shall be submitted together with the proposal by the proposal deadline. Failure to note a Solicitation Addendum may result in rejection of the proposal.

1.17.7 Evidence of Intent to be Bound. The proposal form submitted shall include a signature by a person authorized to sign the proposal. The offer sheet shall be submitted. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the proposal.

1.17.8 Non-Collusion and Non-Discrimination. By signing and submitting the Proposal, the Proposer certifies that:

- A. The Proposer did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its proposal; and
- B. The Proposer does not discriminate against any employee or

applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

1.18 Inquiries:

1.18.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its proposal for accuracy before submitting the proposal. Lack of care in preparing a proposal shall not be grounds for modifying or withdrawing the proposal after the proposal due date and time, nor shall it give rise to any contract claim.

1.18.2 Contact Person. Any inquiry related to a solicitation, including any requests for or inquiries regarding standards referenced in the solicitation should be directed solely to the contact person listed on the cover page of the Solicitation. The Proposer shall not contact or direct inquiries concerning this solicitation to any other Florence employee unless the solicitation specifically identifies a person other than the Contact Person as a contact.

1.18.3 Submission of Inquiries. All inquiries shall be submitted in writing and shall refer to the appropriate solicitation number, page and paragraph. Do not place the solicitation number on the outside of the envelope containing the inquiry, since it may then be identified as a proposal and not be opened until after the proposal due date and time. The Town shall consider the relevancy of the inquiry but is not required to respond in writing.

1.18.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least 5 days before the proposal due date and time for review and determination by Florence. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.18.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on the Town verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.

II. SPECIAL CONDITIONS.

2.1 Hours of Operation: The proposer agrees to be onsite during operation hours on days they are proposing to sell concessions. Indicate days on the attached Calendar of Proposed Days/Hours of Operation with your proposal.

2.2 Inclement Weather: The decision to close or temporarily close the Florence Aquatic Center due to inclement weather shall be made by the Town of Florence. If the Aquatic Center is closed, the Proposer will still pay a prorated daily fee or percentage of

gross revenues.

2.3 Condition of Site: The Proposer shall be responsible for cleaning the immediate area surrounding their mobile concession.

2.4 Vending Machines: The Town of Florence, through an agreement with the Arizona Department of Economic Security, has two vending machines in the concession area. The snack and beverage machines vend soda, water, energy drinks, chips, candy bars and other products. The machines are to serve patrons when a concessionaire is not onsite; however, they are accessible during all hours of operation.

2.5 Permits and Licensing: The Proposer shall obtain all required permits and licenses from the Town of Florence and/or Pinal County necessary to serve food and beverages in the Town of Florence. Proposer shall be responsible for any associated fees.

2.6 Taxes: The Proposer shall pay all sales, consumer, use and other similar taxes required by the laws of the Town. Taxes to be paid by the Proposer shall include, but shall not be limited to, the Town Of Florence Business and Occupational License Tax if applicable. Proposer's obligations under this section shall survive the expiration or other termination of this contract.

2.7 Insurance.

2.7.1 Liability Insurance. Proposer shall maintain commercial general liability insurance covering actions by Proposer providing for a limit of not less than \$2,000,000.00 single limit, bodily injury and/or property, agents and employees as additional insured.

2.7.2 Adequacy of Insurance. Town makes no representation or warranty to Proposer that the amount of insurance to be carried by Proposer under the terms of this contract is adequate to fully protect Proposer's interests. Proposer acknowledges that Town shall not, by the fact of approving, disapproving, waiving, accepting, or obtaining any insurance, incur any liability for or with respect to the amount of insurance carried, the form or legal sufficiency of such insurance, the solvency of any insurance companies or the payment or defense of any lawsuit in connection with such insurance coverage, and Proposer hereby expressly assumes full responsibility for all liability, if any, with respect to, Proposer's insurance coverage.

2.7.3 Certificate. Upon execution of the resulting contract, Proposer shall deliver to Town a certificate of insurance and endorsements evidencing the coverage required by this Section.

2.7.4 Risk Management/Additional Insured. Proposer is primarily responsible for the risk management of its services under this contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the contract

subject to at least 30 days written notice. Proposer shall require any and all sub Proposers to maintain insurance as required herein naming Proposer and Town as “Additional Insured” on all insurance policies, except Worker’s Compensation, and this shall be reflected on the Certificate of Insurance and endorsements. The Proposer’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Proposer shall not be limited to the liability assumed under the Indemnification provision of this contract. To the extent permitted by law, Proposer waives all rights of subrogation or similar rights against Town, its representatives, agents, and employees. All insurance policies, except Workers’ Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this contract, Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds. The Town reserves the right to require complete copies of all insurance policies required by this contract at any time. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

2.8 Indemnification: The Proposer shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its mayor, councilmembers, officials, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceeding, loss, cost and/or damages of every kind and description including any attorney’s fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any person or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Proposer, its employees, agents, representatives, or subcontractors, their employees, agents or representatives in connection with or incidental to the performance of this contract or arising out of Worker’s compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Proposer or its subcontractors or claims under similar laws or obligations. The Proposer’s obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Proposer, at Proposer’s sole cost and upon at least 10 day’s written notice from Town shall defend the same with counsel acceptable to Town, in Town’s sole discretion. The Proposer’s obligations under the Section shall survive the expiration or termination of this contract. Insurance provisions set forth in this contract are separate and independent from the indemnity provisions of this section and shall not be construed in any way to limit the scope of the magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

III. PROPOSER’S PROPOSAL

3.1 Proposer’s Proposal: For the proposal opening May 4, 2018 for the 2018 – Aquatic Center Concession Services.

3.2 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents (RFP) carefully, and that this proposal is made with full knowledge of the RFP requirements. By signing this proposal, proposer agrees to all conditions contained in the Proposal Documents.

3.3 Proposal Amount: For the terms set forth in Paragraph 3.2 above: Proposers offers to provide the services for:

- (*Enter Proposal price in writing*) \$ _____ *per day* (“Proposal”)
- Calendar of Proposed Days/Hours of Operation Attached**

OR

- (*Enter Proposal price in writing*) _____ *% of daily gross revenues* (“Proposal”)
- Calendar of Proposed Days/Hours of Operation Attached**

3.4 Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with Florence within five (5) days after Florence’s acceptance of this proposal at the listed proposal Amount.

3.5 Affidavit: The following affidavit is submitted by the Proposer as part of this Proposal:

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

1. The he/she has lawful authority to execute the within and foregoing Proposer’s proposal.
2. That the Proposer has not directly or indirectly entered into any agreement , express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the parceling out to any Proposer or any other person of any part of the subject matter of the proposal or proposals or the profits thereof, and that he/she had not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.
3. That Proposer has received any Addenda issued.

Name

Title

STATE OF ARIZONA)
County of Pinal)SS
)

SUBSCRIBED AND SWORN TO before me this ____ day of _____,
20_____, by _____.

Notary

My Commission Expires: _____