

CITY OF GALLUP
Purchasing Division
P.O. Box 1270
Gallup, NM 87305-1270
Office: (505) 863-1232; Fax (505) 722-5133
gallupnm.gov/purchasing

REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR:

Lease and Operate Concession Stand at Gallup Sports Complex

RFP NO. 2015/2016/08/P



**CITY OF
GALLUP**

RFP DEADLINE ACCEPTANCE:

**WEDNESDAY, MARCH 30, 2016
TIME: 2:00 PM (LOCAL)**

**PREPARED BY: FRANCES RODRIGUEZ
PURCHASING DIRECTOR**

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ADVERTISEMENT FOR PROPOSALS

CITY OF GALLUP, NEW MEXICO

Request for Proposals (RFP) NO. 2015/2016/08/P

Public notice is hereby given that the City of Gallup, New Mexico, is accepting proposals for:

Lease and Operate Concession Stand at Gallup Sports Complex

As more particularly set out in the RFP documents , copies of which may be obtained from the City of Gallup Purchasing Department, 110 W. Aztec Ave., Gallup, New Mexico 87301; or contact Frances Rodriguez, Purchasing Director at (505) 863-1334. Copies are available for viewing or can be downloaded from: www.gallupnm.gov/bids

Sealed proposals for such will be received at the Office of the Purchasing Department until **2:00 P.M. (LOCAL TIME)** on **Wednesday, March 30, 2016**, when proposals will be received in the City Hall Purchasing Conference Room. Envelopes are to be sealed and plainly marked with the RFP Number. **NO FAXED OR ELECTRONICALLY TRANSMITTED PROPOSALS** will be accepted, and proposals submitted after the specified date and time will not be considered and will be returned unopened.

Dated the 24th day of February, 2016

By: /S/ Jackie McKinney, Mayor

CLASSIFIED LEGAL COLUMN:

Gallup Independent Publishing Date: Saturday, February 27, 2016

ACKNOWLEDGMENT OF RECEIPT FORM
RFP No. 2015/2016/08/P

In acknowledgment of receipt of this request for Proposal the undersigned agrees that they have received a complete copy of this proposal consisting of twenty one (21) including the title page.

The acknowledgment of receipt should be signed and returned to the Purchasing Office no later than 5:00 P.M. local time on March 18, 2016. Only potential offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all offeror written questions and the City's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE : _____

SIGNATURE: _____

DATE: _____

EMAIL: _____

The above name and address will be used for all correspondence related to the Request for Proposal.

FIRM **DOES** **DOES NOT** (Circle one) intend to respond to this Request for Proposal.

Return this form to: City of Gallup Purchasing Department
Frances Rodriguez
P.O. Box 1270
Gallup, New Mexico 87305
(505) 863-1334
(505) 722-5133 Fax

Please return this form by **March 18, 2016**

I. GENERAL CONDITIONS

RFP No. 2015/2016/08/P

The City of Gallup is inviting proposals to: LEASE AND OPERATE THE CONCESSION STAND AT THE GALLUP SPORTS COMPLEX

Proposals will be received by the City of Gallup at the Municipal Building, Purchasing Department, 110 West Aztec ; Gallup, New Mexico 87301 (mailing address: City of Gallup Municipal Building; Purchasing Department; P.O. Box 1270; Gallup, NM 87305), on March 30, 2016 until 2:00 p.m. local time. Proposals submitted after the above date and time will not be considered and will be returned unopened. Offerors are advised that faxed or electronically transmitted responses to City of Gallup proposals are **not** accepted. Proposals must be submitted in a sealed envelope.

Physical Address

City of Gallup Municipal Building
Purchasing Department
110 West Aztec
Gallup, NM 87301

Mailing Address

City of Gallup Municipal Building
Purchasing Department
P.O. Box 1270
Gallup, NM 87305

Mailing: Offerors to utilize the City's self-addressed label on their return mailing envelope or package or note proposal number on exterior of envelope. If sent by overnight method (Federal-Express, UPS Next Day Air etc.) please **note proposal number on exterior of envelope**. Failure to do so will not constitute a liability on the City if the proposal is misplaced or lost.

MODIFICATIONS OR WITHDRAWAL: Proposals deposited with the city may be withdrawn or modified prior to the time set for opening of proposals by delivering written or telegraphic notice to the Purchasing Office.

COPIES: Please return four (4) copies of each proposal.

PROPOSAL OPENING: The opening of proposals shall be conducted in private to maintain the confidentiality of the contents of all proposals.

UNIT PRICES: Discrepancies involving the incorrect extension of unit prices shall be resolved in favor of unit prices.

NON-DISCRIMINATION: The City of Gallup does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in the employment or the provision of services. Contractors shall be in compliance with all Federal, State and Local Laws and Ordinances regarding employment practices and the A.D.A. requirements.

SAFETY: The City of Gallup shall contract with companies or firms whose operators and equipment meet OSHA standards in their field of expertise.

AMENDMENTS: If any questions or responses require revision to the solicitation as originally published, such revisions will be by formal amendment only. If the solicitation includes a contact person for technical

information, Offerors are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to this solicitation issued by the Purchasing Office. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Office.

AUTHORIZED DEALER: All Offerors shall have a minimum of three (3) years previous experience in providing similar or related services required on this RFP.

CONFIDENTIALITY: This proposal shall be open to public inspection after award of a contract except to the extent Offeror designates and identifies trade secrets or other proprietary data to be confidential. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the proposal and be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the data. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Section 14-2-1 et seq. NMSA 1978). Prices, makes and models, or catalogue numbers of items offered shall be publicly available regardless of designation to the contrary.

NEGOTIATIONS: Negotiations may be conducted with all responsible Offerors who submit proposals found to be reasonably likely to be selected for award. The City reserves the right to short list offerors. Offerors submitting proposals may be afforded an opportunity for discussion, oral presentations, and revision after submission and prior to award for the purpose of obtaining best and final offers. After obtaining best and final offers, the award shall be made to the responsible Offerors(s) whose proposals are most advantageous to the City of Gallup.

Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required, and based on the criteria set forth in the request for proposal. For purposes of conducting discussions, proposals may initially be classified as:

1. Acceptable
2. Potentially acceptable, that is, reasonably likely of being made acceptable
or;
3. Unacceptable

The review committee will evaluate all proposals, determine the need for, and conduct any negotiations. Negotiations may be conducted to:

1. Promote understanding of the City's requirements and the Offerors' proposal.
2. Obtaining best and final offers
3. Facilitate arrival at a contract that will be most advantageous to the City of Gallup taking into account the factors set forth in the proposal.

The City is under no obligation to conduct any negotiations or discussions with an Offeror.

The City of Gallup's designee shall negotiate a contract with the highest qualified Offeror at compensation determined in writing to be fair and reasonable, taking into account the estimated value of the services and the scope, complexity and nature of the services.

Should the designee be unable to negotiate a satisfactory contract with the Offerors considered to be the most qualified at a price determined to be fair and reasonable, negotiations with that business shall be terminated. Negotiations shall then be undertaken with the second most qualified business. This process shall continue until

a satisfactory contract is negotiated with a qualified business or the procurement process is terminated and a new request for proposals is initiated.

If the highest ranked Offeror cannot fulfill the conditions as outlined the award will go to the next highest ranked responsible Offeror whose offer was judged responsive.

This request and all attachments will be considered part of the resultant contract and/or purchase order.

TAXES: The proposal total shall exclude all applicable taxes. The City will pay any taxes due on the contract based upon billing submitted by the contractor, at the applicable tax rate. Taxes shall be shown as a separate amount on any billing or request for payment. The City of Gallup is non-taxable on tangible goods.

APPROPRIATIONS: The terms of this agreement are contingent upon sufficient monies being made available by the City of Gallup for the performance of this agreement. If sufficient appropriations and authorizations are not made by the City of Gallup, this agreement shall terminate upon written notice being given by the city to the contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

CONTACTS: If clarification is needed on the General Conditions of this proposal submit the questions in writing to: Frances Rodriguez; City of Gallup Purchasing Office; P.O. Box 1270; 110 W. Aztec; Gallup, NM 87305; (505) 863-1334; (505) 722-5133 (fax); frdriguez@gallupnm.gov. Questions submitted after March 18, 2016 will not be addressed.

MANDATORY REQUIREMENTS: The Evaluation Committee reserves the right to waive minor irregularities. Mandatory requirements may be waived by the evaluation committee if all of the otherwise responsive offerors failed to comply with the same mandatory requirement and the failure to do so does not otherwise materially affect the procurement. The evaluation committee shall have the right to request subsequent information from the otherwise responsive offerors.

If, in the opinion of the evaluation committee a specification is poorly worded or confusing the evaluation committee may waive the specification for all offerors, and if points were assigned reduce the total points by the number of points assigned to the specification.

All offeror proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration. **Mandatory General Conditions or specifications contain the terms “must”, “shall”, “will”, “is required” or “are required”.**

TECHNICAL IRREGULARITIES: The City shall have the right to waive technical irregularities in the form of an Offeror's proposal which do not alter the quantity or quality of the services.

CONTRACT TERMS AND CONDITIONS: The contract between the City and Offeror will follow the format specified by the City and contain the terms and conditions set forth in the draft agreement. The contents of this RFP, as revised and/or supplemented, and the successful offeror's proposal will be incorporated into the contract. Should an offeror object to any of the City's terms and conditions, that offeror must propose specific alternative language that would be acceptable to the City. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording. General references to the Offeror's terms and conditions or attempts at complete substitutions are not acceptable to the City and will result in disqualification of the offeror's proposal.

OFFEROR'S TERMS AND CONDITIONS: Offerors must submit with the proposal a complete set of any additional terms and conditions which they expect to have included in a contract negotiated with the City. Any additional terms and conditions which may be the subject of negotiation, will be discussed only between the City and the selected offeror and shall not be deemed an opportunity to amend the offeror's proposal.

INCURRING COST: Any cost incurred by the offeror in preparation, transmittal, cancellation, presentation of

any proposal or material submitted in response to this RFP shall be borne solely by the offeror.

ACCEPTANCE: Offeror agrees that the proposal shall remain in effect for sixty (60) days from the due date for proposals and subject to acceptance by the City of Gallup within that period. No proposal may be withdrawn or modified by the Offeror during this period unless prior written permission is granted by the City. Acceptance period may be extended with the mutual agreement of the City and the Offeror.

PREFERENCES: A five percent preference of the total weight of all factors used in evaluating the Request for Proposal shall be awarded to a City of Gallup Resident Business, or to a business that has registered with the State of New Mexico Department of Taxation and Revenue as a resident New Mexico business, and in either case shall be applied in accordance with the provisions of New Mexico Statute 13-1-21 and 13-1-22 NMSA 1978.

The applicable City of Gallup Resident Business preference or State of New Mexico Resident Bidder's Preference will be factored into the Request for Proposal scores where applicable. However, no offeror will receive BOTH preferences.

For information on State of New Mexico resident business certification, call 505-827-0951 or to download applications, go to: www.tax.newmexico.gov , select "Businesses" and click on "Popular Information" and select "In-State Preference Certification".

PROTESTS: Any bidder or offeror who is aggrieved in connection with a solicitation or award of a contract may protest to the central purchasing office. The protest must be submitted in writing within seven (7) calendar days after knowledge of the facts or occurrences giving rise thereto.

PROCUREMENT CODE VIOLATIONS: The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico State Statutes impose felony penalties for illegal bribes, gratuities, and kick-backs.

AWARD: The award shall be made to the responsible and responsive Offeror or Offerors whose proposal is most advantageous to the City of Gallup, taking into consideration the evaluation factors set forth in the request for proposals.

THE CITY RESERVES THE RIGHT TO CANCEL THE RFP, OR REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TO WAIVE INFORMALITIES OR TECHNICALITIES AT ITS OPTION, AND TO ACCEPT THE PROPOSAL IT DEEMS TO BE IN THE BEST INTERESTS OF THE CITY OF GALLUP.

II. SUPPLEMENTAL TERMS AND CONDITIONS

ELECTRONIC COMMUNICATIONS: Communications regarding this procurement may be conducted by electronic means (e-mail or fax). However, electronic submittals of the proposal whether by fax or other electronic means are not acceptable as noted in the General Conditions.

DEBARRED OR SUSPENDED CONTRACTORS: A business (contractor, subcontractor or supplier) that has either been debarred or suspended pursuant to the requirements of § 13-1-177 through § 13-1-180, and § 13-3-11 through § 13-4-17 NMSA 1978 as amended, shall not be permitted to do business with the City of Gallup and shall not be considered for award of the contract during the period for which it is debarred or suspended with the City.

ACKNOWLEDGE RECEIPT OF AMENDMENTS: Offerors will acknowledge receipt of amendments by returning one signed copy of the amendment with their proposal. Failure to acknowledge receipt of addenda may render your proposal as non-compliant.

PROHIBITED CONTACT: Except for communications during any informational meeting conducted by the City for this RFP and to ensure information is consistent to all prospective respondents, any direct or indirect contact with City elected officials or staff other than the Purchasing Section staff relating to this RFP is strictly prohibited throughout the duration of the RFP process, and, upon such finding, will render a respondent and/or related proposal non-compliant. Any and all inquiries must be submitted by the prospective respondent to the Purchasing Department no later than one week before the proposal due date/time unless otherwise specified in the request for proposal. Inquiries received after the deadline may not be considered.

DUE DATE, TIME & PLACE: Proposals must be submitted by the due date/time to:

If Mailed (U.S. Postal Service):
City of Gallup Municipal Building
ATTN: Purchasing Department
P.O. Box 1270
Gallup, NM 87305

If Hand Delivered (FedEx; UPS, etc):
City of Gallup Municipal Building
ATTN: Purchasing Department
110 West Aztec
Gallup, NM 87301

TECHNICAL CONTACT: Send all inquiries regarding the technical aspects of the RFP to: Frances Rodriguez, Purchasing Director; Phone (505)-863-1334; Fax (505)-722-5133; (Email) frdriguez@gallupnm.gov .

When faxing in questions, please include the following:

1. All transmissions should include a cover sheet.
2. Cover sheet shall contain: a)The RFP number b) Proponent name, contact person, phone number, and return fax number.

Inquiries requiring clarification/modification to the RFP will be compiled and responded to via written addendum issued before the due date/time. In the event addendum is received by a proponent after its proposal is submitted, the proponent must acknowledge receipt of the addendum by notice to the Purchasing Section via fax/email/mail.

ACCESS TO FACILITIES: Offeror's, on their own, may visit the proposed site. City staff will not be available for site tours. Offerors shall have no claim against the City for failure to obtain sufficient access to the site or for problems in subsequent operations caused by inadequate site data which the Offeror could have remedied through

the exercise of due diligence.

ACKNOWLEDGEMENT OF RECEIPT: Please return Acknowledgement of Receipt form no later than March 18, 2016. Only potential offerors who return this form will receive copies of amendments and correspondence.

**CITY OF GALLUP
RFP NO. 2015/2016/08/P**

III. SCOPE OF WORK

A. Introduction

The City of Gallup is inviting proposals to lease and operate the food and non-alcoholic beverage concession at the Gallup Sports Complex located at 925 Park Avenue, Gallup, New Mexico. The term of this lease will be from the effective date of the contract through the last regularly scheduled sports event at the complex for each year the lease is in effect. In no event will the lease extend beyond August 31st of any current lease year. Initial term of the lease will be for two (2) years, with an option to renew for an additional two (2) year period upon approval of the City.

B. General Requirements

1. Lessee will utilize their own staff entirely in the operation of the concession stand. Lessee shall comply with the Fair Labor Standards Act (FLSA). Lessee's agents and employees shall not be considered City employees for any reason.
2. The concessionaire will be responsible for the care of equipment furnished by the City. Any other equipment not on site shall be furnished by the concessionaire. Deep fryers shall not be permitted. Contractor to verify electrical requirements for equipment and arrange for additional requirements, if necessary, with the City Parks staff.
3. Prices charged by the lessee for services, food and beverages shall be reasonable and not in excess of prices prevailing generally for services similar in kind and quality and product in the area. The City reserves the right to review and make recommendations regarding prices.
4. Lessee **will not** make any alterations, repairs or improvements to the concession building or ground without the prior written consent of the Parks Director, and all requests for such shall be made in writing to the Parks Director thru Frances Rodriguez, Purchasing Director. Any alterations permitted shall become the property of the City.
5. The Lessee will furnish all materials (cleaning supplies, mops, buckets, etc.) and labor necessary to clean and maintain concession stand.
6. Lessee will obtain all required permits and licenses and pay all fees necessary to secure the above.

7. The City will pay all utility charges including electric, water, sewer and garbage removal. The Lessee will be responsible for all other charges, including, but not limited to, taxes, licenses and permit fees. Lessee will comply with all federal, state and local laws and regulations, including fire, safety and health regulations and codes.
8. Lessee will also furnish evidence of carrying Workmen's Compensation Insurance if applicable to the operation of the concession, and also furnish Public Liability Insurance with minimum coverage required under the Tort Claims Act. Lessee shall indemnify and hold harmless the City and its employees, officers and agents from any claim or obligation resulting from the Lessee's operation of the concessions, and shall be solely responsible for any penalties or fines levied except to the extent of the City of its employees or agents are knowingly culpable.
9. Lessee will be open for all regular season games and weekend tournaments. Schedules will be provided by the Gallup Parks/Recreation Department. Additionally, the concession stand will be open a minimum of ten (10) minutes prior to game time, and will remain open through the conclusion of the last scheduled game of the day. This provision may be modified as circumstances dictate with the approval of the Parks Director.
10. Lessee will agree to abide by generally accepted accounting standards and procedures. A cash register may be provided by the City for the required use of the concessionaire. Lessee will complete all forms required by the City to maintain accuracy in lease payments. Lessee shall keep accurate records and provide a certified statement of revenue and expenses covering the lease period at the conclusion of the lease period.
11. Building maintenance problems of a non-emergency nature should be reported to the City of Gallup, to Anslen Jake at (505) 726-1256. Arrangements will be made with the successful vendor concerning maintenance problems requiring immediate attention or of an emergency nature.
12. The City of Gallup may hold special events throughout the season including but not limited to, Fourth of July. As a part of the festivities the City may require the lessee to close the concession stand for these events and/or allow other vendors or groups to sell food products. By submitting a proposal, Offeror indicates they will comply with this provision.

IV. RESPONSE FORMAT AND ORGANIZATION

A. Number of Responses/Copies

Only one proposal may be submitted by each Offeror for this project. Offerors shall provide one (1) original and three (3) identical copies of their proposal.

B. Proposal Format

The proposal shall be limited in format and length. Format will be 8-1/2" x 11" with foldout sheets allowed up to 11" x 17" in size. All foldout sheets, up to a maximum of 11" x 17" sheets will be counted as two pages and shall be labeled as such. Length of the proposal shall be limited to a maximum of Fifteen (15) numbered pages (printed sheet faces) of text no smaller than 10 point, and/or graphics. If there is any question as to format requirements contact the Purchasing Department for clarification, prior to submittal of the proposal.

Material excluded from the fifteen (15) page maximum count is limited to:

- Front cover (photos with captions on inside cover allowed)
- Divider pages (blank except for title information)
- Back cover (photos with captions on inside of back cover allowed)
- Letter of Transmittal (one page maximum)
- Tables of Contents page (one page maximum)
- Resumes
- Certificate(s) of insurance
- Campaign Contribution Disclosure Form
- Acknowledge Receipt of Amendment forms
- Letters of Reference

1. Proposal Organization – All pages shall be numbered except for those specifically excluded from the page count. All foldout pages shall be counted as two (2) pages and shall be numbered as such. **Proposals shall be organized and tabbed in the same order as the evaluation criteria.** A separately tabbed Appendix should be included at the end of offeror's proposal that contains the following: 1) Letter of Transmittal; 2) Campaign Disclosure Form; 3) Acknowledge Receipt of Amendment forms (if any); 4) Address specific concerns with the Concession Services Agreement, if any; 5) Current IRS form W-9.

2. Letter of Transmittal – Each proposal must be accompanied by a Transmittal letter. The Transmittal letter shall identify the Offerors as follows:

- a. Identify the name and title of the person(s) authorized to contractually obligate the Offeror for the purpose of this RFP and the contract;
- b. Explicitly indicate substantial acceptance of the Agreement between Owner and Offeror and compliance with all codes, regulations, facilities, City standards and requirements on laws that shall apply to this project.
- c. Be signed by a person authorized to contractually obligate the Offeror;

3. Campaign Contribution Disclosure Form – A blank form is included at the end of this RFP. Any prospective contractor must fill this form whether or not they, their family member, or their representative has made any contributions subject to disclosure.

4. No other materials are to be submitted, unless specifically requested in proposal.

V: PROPOSAL EVALUATION AND CRITERIA

Evaluation:

Shortlisting - A maximum total of 100 points are possible in scoring each proposal. The Selection Committee will

evaluate the proposals and may conduct interviews with Offerors. The evaluation criteria to be used by the Selection Committee for the proposal shortlist and the corresponding point values for each criteria are listed below.

Scoring - Utilizing the materials provided by the Purchasing Section, and the criteria outlined within the request for qualification or proposal, each committee member will complete the evaluation form included in the materials. This evaluation shall be completed prior to a committee discussion meeting scheduled by the Procurement Manager.

At the committee meeting, the Purchasing Director will poll members of the committee to provide any comments relative to the proposals that influenced their scores.

Following discussion by the members, each member shall review their scores, may make any changes and confirm point totals on the evaluation forms. The committee will submit their evaluation forms to the Purchasing Director who will compile and total all scores. Scoring make take place over several rounds. Based upon the results of scoring, the committee will determine whether interviews will be conducted. Interviews will be conducted if:

A majority of the members present at the meeting determine whether interviews are in the best interest of the City. Should the committee elect to conduct interviews, the top respondents will be interviewed. The Purchasing staff will coordinate the interviews with each interviewee of the time, date and place the committee will conduct interviews and the time allowed for each presentation. The Committee members may question each interviewee during or after its presentation. Interviews will be closed to any persons not representing the interviewee. At the conclusion of all interviews, each member shall freshly rate each interviewee in accordance with the criteria and standards stated.

Only the final combined committee score for each firm shall be available for public inspection after award of the contract. Individual committee members score sheets and rankings shall be confidential.

Each proposal should address the following:

- A. Resumes of the individuals who will be running the concession. We are specifically interested in the expertise and prior experience in running similar operations.
- B. Three (3) letters of reference attesting as to professional qualifications, reputation, and relevant experience.
- C. Proof of financial resources adequate to insure full and proper performance of the lease.
- D. A proposed plan for staffing and operation of the concession.
- E. A proposed menu of items to be offered for sale.
- F. Proposed financial benefit to the City. Lessee may propose a flat lease amount, a percentage of revenues, or other options.

Evaluation Criteria: Please Address all areas of the Evaluation Criteria

The proposal must be labeled in sequential order (corresponding to the numbered paragraphs below) to facilitate evaluation.

Evaluation Criteria

All proposals will be evaluated based upon the following:

	<u>Points</u>
1. Responsiveness and Qualifications of lessee and each principal participant. a. Qualifications and experience of staff b. Understanding of project and City objectives	25
2. Prior experience in similar operations and proposed staffing. a. Experience and history of the firm b. Staffing Plan c. Sample menu with pricing	20
3. Proposed Financial Benefit to the City	20
4. Capacity and capability of lessee including the ability and financial resources necessary to provide services as required. a. Financial capability of lessee b. Management plan of operations	25
5. Completeness of response in that proposal addresses all areas required.	<u>10</u>
Total Points	100

Offerors are encouraged to fully address each category and sub-category completely, as points are assigned for responses to each. The City reserves the right to contact any references whether listed or not; or make any investigation as deemed necessary.

**CITY OF GALLUP
RFP NO. 2015/2016/08/P**

LETTER OF TRANSMITTAL

The undersigned certifies that they have read and understand the above General Conditions and that they accept these Conditions and submit the attached Proposal in full compliance with these Conditions and the applicable proposal specifications.

In submitting this Proposal, the Offeror represents that they have familiarized themselves with the nature and extent of the Request for Proposals dealing with federal, state, and local requirements which are a part of these Request for Proposals. The Offerors will comply with all applicable federal and state laws, local ordinances and the rules and regulations of all authorities having jurisdiction over the services of the project.

Name of Firm

Authorized Signature

Title

Date: _____

Address: _____

City, State: _____

Telephone: _____

Fax No.: _____

Email Address: _____

RETURN THIS FORM WITH YOUR PROPOSAL

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the City of Gallup or the State of New Mexico during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to either statewide or local office.

“Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Contract” means any agreement for the procurement of items of tangible personal property, services, professional services, or construction.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the

Title (Position)

RETURN THIS FORM WITH YOUR PROPOSAL

CONCESSION DRAFT AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2016, BY AND BETWEEN THE CITY OF GALLUP, NEW MEXICO, A MUNICIPAL CORPORATION HEREINAFTER REFERRED TO AS "LESSOR" AND _____, HEREINAFTER REFERRED TO AS "LESSEE".

WITNESSETH:

1. That Lessor in consideration of the Covenants and Agreements hereinafter contained to be kept and performed by Lessee, has demised and leased to Lessee the following described property situated in the City of Gallup, McKinley County, New Mexico: The concession building situated at the Gallup Sports Complex, together with the right of ingress and egress to all doors and serving windows to Lessee and customers of Lessee, as Lessee may desire.
2. That Lessor in consideration of the Covenants and Agreements hereinafter contained to be kept and performed by Lessee, has granted to Lessee the exclusive franchise right to operate a food concession on the property owned by Lessor and known as the Gallup Sports Complex during the various sports league seasons and post-season tournaments, for the period hereinafter stated.
3. In the event of a tournament and the Lessee is for any reason unable to operate the concession stand during the period of said tournament, a two-week notice of said fact must be given by Lessee to Lessor. Under the direction of the Parts and Recreation Director, the Lessor shall be authorized to grant concession rights to another party during said period.
4. That the period of demise and lease of the property previously mentioned shall be from Opening Day, 2012 through last scheduled and sanctioned event, or in any event no later than October 31, and dates to remain the same for the term of the lease.
5. That in consideration for such demise and lease of the property and the rights granted by Lessor, Lessee agrees to pay an amount of _____ per month, which amounts shall be payable to Lessor on the 1st day of the month, beginning **May 1, 2016 through August 31, 2016** and for subsequent years of the lease.
6. Lessee will utilize their own staff entirely in the operation of the concession stand. Lessee shall comply with the Fair Labor Standards Act (FLSA). Lessee=s agents and employees shall not be considered City employees for any reason.
7. Lessee shall purchase and keep in force throughout the term of this Agreement Public Liability Insurance, with Lessor named as an additional insured, for loss, damage or liability to persons or property and for liability which may be incurred in connection with food, beverage and concession substances served on or from the premises. Such policy or policies shall have liability limits of at least \$400,000 per person/\$750,000 per occurrence plus \$300,000 for medical and \$200,000 for property damage for a total minimum liability of \$1,000,000 per occurrence.(ref: Section 41-4-28), shall be subject to the

approval of City, shall provide for not less than thirty (30) days' notice to Lessor prior to cancellation and shall be deposited (or in lieu thereof a good and sufficient certificate as evidence thereof) with the Lessor throughout the term of this Agreement. The contractor agrees to comply with state laws and rules applicable to Workers Compensation benefits for its employees. If the contractor fails to comply when required to do so, this Agreement may be terminated by the City of Gallup.

8. The Contractor shall indemnify and hold harmless the City, its Officers and Employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damages to property caused by, or resulting from contractor's and/or its employees, own negligent act(s) or omission(s) while contractor and/or its employees performs or fails to perform its obligations and duties under this agreement.
9. During such hours as Lessee shall operate such concession facilities, Lessee agrees to provide for sale at a reasonable cost the following items; soft drinks, coffee, food, popcorn and candy products, and any other items, food or otherwise not in conflict with an applicable law or ordinance, or being expressly understood that **no alcoholic beverages will be sold on the premises.**
10. The Lessee shall comply with all Local, State and Federal Fire, Safety and Health Regulations as applicable to said concession operation which shall be evidenced by an approved permit kept in force during the period of agreement. Lessee shall also obtain all necessary permits and licenses to comply with Local, State and Federal Regulations.
11. The Lessee shall furnish the City of Gallup a damage deposit in an amount equal to \$500.00. Said deposit will be returned in full upon approval of Parks Director's final inspection.
12. Lessee will furnish all necessary materials, supplies and equipment not already on site. An inventory of equipment and supplies and an inspection of the concession buildings will be conducted by Lessee and a representative of the city parks and recreation department for verification purposes at the beginning and the end of the lease. Any damages or shortages shall be the responsibility of the Lessee.
13. The Lessor shall continue to provide utilities, including electric, water, sewage and garbage removal.
14. The Lessee will continually allow the Lessor access by providing a key to concession operated areas in order for the Lessor to conduct needed building inspections and repairs. Such key shall be kept with the Parks Superintendent. The key, allowing access to the area to be leased as described in Paragraph 1 shall be provided to one person, as designated by the Lessor, and is to be used solely for the purpose of access to the concession operation and not for general use of the ball fields.
15. Lessee may not assign or sublease the premises without first acquiring the written permission of the Lessor.
16. The Lessee shall provide the City of Gallup a General Statement of Revenue and Expenditures by October 15th of each year of the lease. This information is to be furnished to the Purchasing Agent, or in his absence the Contracts Officer. Lessee will complete all forms required by the City to maintain accuracy in lease payments.
17. The breach of any covenant hereof by the Lessee shall be grounds for immediate termination of this Lease

and Agreement by Lessor.

- 18. Notwithstanding the provision for immediate termination for cause in Paragraph 17 above, the City may terminate this Lease Agreement for convenience and without cause upon thirty (30) days written notice.
- 19. The initial term of the lease shall be for two (2) years, through the 2017 season. The City shall have the option to renew this contract for one additional two (2) year period, through the 2019 season, upon the same terms and conditions and pricing.
- 20. This Agreement shall be governed by the ordinances of the City of Gallup and the laws of the State of New Mexico.

LESSOR:

THE CITY OF GALLUP, NEW MEXICO

BY _____
Frances Rodriguez, PURCHASING DIRECTOR

ATTEST:

Alfred Abeita, CITY CLERK

Date

LESSEE:

Name of Corporation

Federal Taxpayer ID No.

BY _____

Address

Telephone Number

City, State ZIP Code

Email Address

STATE OF NEW MEXICO)
COUNTY OF MCKINLEY)

WITNESSED THIS _____ DAY OF _____, 2016

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____