



CITY OF BUCKEYE

REQUEST FOR PROPOSAL RFP: 2016-014

CONCESSION STAND SERVICES SUNDANCE PARK

CONTACT PERSON

Debby Fasano, Purchasing Agent
623.349.6174

dfasano@buckeyeaz.gov

SCHEDULE OF EVENTS

Date Issued:	August 4, 2016, 2016
Site Visits:	August 24, 2016 from 8:00 A.M. to 8:35 A.M. MST
Pre-Proposal Meeting:	August 24, 2016 at 9:00 A.M. MST
Last Day for Questions:	August 29, 2016 at 12:00 P.M. MST
Due Date & Time:	September 1, 2016 at 4:00 P.M. MST

PLEASE NOTE: IF RFP DOCUMENTS WERE DOWNLOADED FROM THE CITY OF BUCKEYE'S WEBSITE, PROPOSER IS RESPONSIBLE FOR OBTAINING ANY ADDENDA EITHER THROUGH UPDATES ON THE WEBSITE, OR BY CONTACTING THE PERSON LISTED ABOVE.

SECTION I: GENERAL INFORMATION

The City of Buckeye is seeking the services of a person or entity with expertise in concession stand food and beverage related services. The City requires a qualified service provider to furnish all necessary labor, supervision, materials, equipment, and supplies to satisfactorily run a concession stand.

Proposals are to be addressed and delivered to the Buckeye City Hall, Attn: Debby Fasano, 530 East Monroe Avenue, Buckeye, Arizona, 85326 no later than **4:00 P.M., MST, September 1, 2016** at which time a representative of the City will announce publicly the names of those contractors or individuals submitting proposals. No other public disclosure will be made until after award of the contract.

Sundance Park Concession Stand will be open for viewing on **August 24, 2016 from 8:00 A.M. to 8:35 A.M. MST**. Sundance Park is located at 22865 W. Lower Buckeye Road, Buckeye Arizona 85326. The purpose of this viewing is to give individuals and contractors the opportunity to view the facilities where services will be performed. You do not have to send a representative to this tour. However, if you decide to not send a representative, we will assume that your failure to attend the tour is an indication that you expect us to review your proposal as if you had taken advantage of the tour to view the facilities and observe the required needs.

A non-mandatory pre-proposal conference will be held on **August 24, 2016, 9:00 A.M. MST**, at Buckeye City Hall, 1st Floor Council Chamber, 530 East Monroe Avenue, Buckeye, Arizona 85326. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's intention and desires. Any doubt as to the requirements of this Request for Proposal, or any apparent omission or discrepancy should be submitted in writing pursuant to Section III and or presented to the City's representative at this conference. The City's representative will then determine the appropriate action. If necessary, the City's representative will issue a written amendment to the Request for Proposal. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. You do not have to send a representative to this pre-proposal conference. However, if you decide to not send a representative, then we may not know your intent to participate in this solicitation, and so may not send you any written amendments to this Request for Proposal. Further, we will assume that your failure to attend the pre-proposal conference is an indication that you expect us to review your proposal as if you had taken advantage of the pre-proposal conference.

END SECTION I

SECTION II: PURPOSE OF THE RFP

1. BACKGROUND

Sundance Park Phase One is currently a 35 acre park. At full build out of Phase II the Park will be a total of 60 acres. Sundance Park is located at 22865 Lower Buckeye Lower Buckeye Road, Buckeye Arizona 85326 (Lower Buckeye Rd and Rainbow Road). With multipurpose use fields, ramadas and picnic areas, this will be the location for major special events. The facility benefits the entire region in meeting the growing demands of youth and amateur sports, open space for family gatherings, major sporting events, tournaments, special events, youth and adult outdoor activities, public and private gatherings, and parties. The successful Contractor will operate a concession food and beverage operation at the Facility.

2. METHOD OF SELECTION

The intent of the City is to select one Contractor whose proposal is determined to be the most advantageous to the City based on the evaluation factors set forth in Section VI of this Request for Proposal. The successful Contractor will have demonstrated exceptional qualifications. Price while a factor may not be the most important factor in determining the successful Contractor

3. REQUEST FOR PROPOSALS

The City will conduct an evaluation of all submitted proposals by a designated selection team. The evaluation process will identify those contractors who, in the City's sole discretion, best meet the City's needs. Section VI details the Criteria used for evaluations of proposals. The City reserves the right to reject any or all proposals.

4. ORAL INTERVIEWS/PROPOSAL PRESENTATIONS

Based upon its review of the proposals, the City may select, in its sole discretion, a short list of contractors who best meet the City's objectives. Contractors on the short list may be invited to participate in the Interview/Presentation phase of the process.

5. NEGOTIATIONS

After the evaluation process, the City will offer the highest ranked firm a thirty (30) day exclusive negotiation period. In the event that there is an impasse in the negotiations, or the City negotiator determines that a contract cannot be reached, the City reserves the right to go to the next highest ranked Contractor, then may continue through those firms on the final list until a contract is successfully negotiated. The City reserves the right to reject any or all proposals at any time, or to cease negotiations over a contract at any time.

END OF SECTION II

SECTION III: INSTRUCTIONS TO PROPOSERS

1. You must address and deliver your proposal to the City of Buckeye, Attn: Debby Fasano, Purchasing Agent, 530 East Monroe Avenue, Buckeye, AZ 85326 on or before the time and date set for closing.

Proposals should be in a sealed envelope marked:

Name of Proposer: _____

Title of Proposal: **Concession Stand Services**

RFP Number: **RFP No. 2016-014**

Due Date and Time: **September 1, 2016 at 4:00 A.M., MST**

No telephone, electronic or facsimile proposals will be considered. Late proposals shall be rejected. A proposal shall be deemed to be late if it is received at the location designated in this Request for Proposal after the time and date set for the proposal opening. The Purchasing Agents clock is the governing clock. A late bid shall not be opened except as may be necessary for identification purposes. Proposals received after the due time and date for closing will be returned to the Contractor unopened.

2. Firms interested in this RFP should submit a Proposal in **one (1) original and five (5) copies for a total of six (6)**. Three-ring binders are preferred. In addition, submit a complete copy of the Proposal on Compact Disk (CD) or Universal Serial Bus (USB) using a searchable “.pdf” file format. Your Proposal must conform to the following: The original and all copies of the submittal will be appropriately labeled as such. Each set shall be organized using the tabs specified below in Section VII. You may withdraw your proposal at any time prior to the time and date set for closing. Proposals withdrawn after opening, but prior to award, may be withdrawn in accordance with the City of Buckeye Procurement Code.

3. Your proposal should be submitted in the format shown in Section VII. Proposals in any other format will be considered informal and may be rejected. Conditional proposals will not be considered. An individual authorized to extend a formal proposal must sign all proposals. Proposals that are not signed may be rejected

4. No department or office at the City has the authority to solicit or receive official proposals other than City’s Construction and Contracting Division. All solicitations are performed under the direct supervision of the Manager of Construction & Contracting Division, City of Buckeye and in complete accordance with City of Buckeye Procurement Code.

5. The City reserves the right to conduct discussions with contractors, to accept revisions of proposals, and to negotiate price changes. During this discussion period, the City will not disclose any information derived from proposals submitted, or from discussions with other contractors. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

6. Contractors submitting proposals which meet the selection criteria and which are deemed to be the most advantageous to the City may be requested to give an oral presentation to a selection committee. The Construction and Contracting Division will perform scheduling of these oral presentations.

7. The City reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The City also reserves the right to hold all proposals for a period of 60 days after the opening date.

8. Definitions

May: Indicates something that is not mandatory but permissible/desirable.

Shall, Must, Will: Indicates mandatory requirement. Failure to meet these mandatory requirements will result in rejection of your proposal as nonresponsive.

Should: Indicates something that is recommended but not mandatory. If the contractor fails to provide recommended information, the City may, at its sole option, ask the contractor to provide the information or evaluate the proposal without the information.

9. Any person, contractor, corporation or association submitting a proposal shall be deemed to have read and understood all the terms, conditions, and requirements in the specifications/scope of work.

10. All responses and accompanying documentation will become the property of the City at the time the proposals are opened.

11. All formal inquiries or requests for significant or material clarification, interpretation, or notification to the City of errors or omissions relating to this Request for Proposal must be directed in writing to:

Debby Fasano, Purchasing Agent
City of Buckeye
Construction & Contracting Division
530 East Monroe Ave.
Buckeye, Arizona 85326
Email: dfasano@buckeyeaz.gov
Tel: 623-349-6174

Inquiries must be submitted no later than **August 29, 2016 at 12:00 P.M. MST**. Failure to submit inquiries by this deadline may result in the inquiry not being answered. Note that the City will answer informal questions orally. The City makes no warranty of any kind as to the correctness of any oral answers and uses this process solely to provide minor clarifications rapidly. Oral statements or instructions shall not constitute an amendment to this Request for Proposal. Contractor shall not rely on any verbal responses from the City. If you have formal questions about any part of this Request for Proposal, which could result in a material issue or a formal amendment to this Request for Proposal, submit your questions in writing.

12. The City shall not reimburse any contractor the cost of responding to a Request for Proposal.

13. The City believes that it can best maintain its reputation for treating all contractors and suppliers in a fair, honest, and consistent manner by conducting solicitations in good faith and by granting all contractors an equal opportunity to win an award. If you feel that we have fallen short of these goals, you may submit a protest pursuant to the Procurement Code of the City of Buckeye.

END OF SECTION III

SECTION IV: SITE VISIT

A non-mandatory site visit of the concession building will be held on August 24, 2016 from 8:00 A.M. to 8:35 A.M. MST prior to the Pre-proposal Conference. This will allow Contractor to ask questions during the Pre-proposal Conference regarding the concession stand. You do not have to send a representative to the site visits. However, if you decide to not send a representative, then we will assume that your failure to attend the site visit is an indication that you expect us to review your proposal as if you had taken advantage of the of viewing the concession stand.

******* NOTE – Concession stand will only be open during the above time for viewing and will not be open at any other time. *******

END OF SECTION IV

SECTION V: SCOPE OF WORK

1. Contractor's Responsibilities:

Contractor shall provide all necessary labor, supervision, materials, equipment and supplies to satisfactorily perform concession stand food and beverage services at Sundance Park for the City of Buckeye (the "City"). The City takes pride in providing exceptionally customer service to our citizens and expects Contractor to demonstrate this same pride in the services performed. The Contractor shall furnish all labor, materials, equipment, supplies, tools, services and skill required to maintain a clean and safe environment throughout the Term of the Agreement. The scope of work will vary based on the activity or event; however, the following general requirements will serve as the scope of services for the purpose of this Contract. It is the responsibility of the Contractor to provide food and beverage service; and obtain permits and licenses, where applicable, from the appropriate City, State or County Departments. Contractor shall have the ability and experience to operate a food and beverage concession at the park, including conducting operations at both the permanent and temporary concession stands (including mobile operations).

1.1. The sale of alcoholic beverages and tobacco is strictly prohibited.

1.2. Contractor shall have proprietary operational rights of the site. No other Contractor shall be allowed in the Park or surrounding areas, with the exception of special City events or events approved by the City.

1.3. The Contractor shall maintain a flexible schedule that accommodates daily Park hours and special events. Park hours and current schedule of special events shall be discussed at the Pre-Submittal Conference.

1.4. From time to time, Contractor may be requested to participate in special events which may include additional food and beverage services to be provided by the Contractor. The number of annual special events will be determined by the City. This does not guarantee exclusivity to Contractor for food and beverage items at a special event or tournament.

1.5. The Contractor will be required, at its sole expense, to be responsible for all alterations necessary to accommodate equipment after having first obtained written authorization from the City of Buckeye. The Contractor will be required to tour and to inspect the Facility with City staff prior to final contract negotiation and execution.

1.6. No signs or advertising of any kind (with the exception of a menu board) shall be installed without prior written approval of the City of Buckeye. In addition, any sign or advertising must be approved by the City's Development Services Department, and be in compliance with applicable laws, codes, and ordinances.

1.7. Contractor shall report vandalism and/or damage to the City's property to the City Designee immediately upon discovery.

1.8. Contractor shall provide a Concession Manager who shall be responsible for the performance of the contract and remain the Contractor's contact person for the duration of the contract. The Concession Manager shall establish a routine for communications with the City's Designee to provide a prompt and timely response to any concerns or problems that may arise. Time and frequency of direct meetings may vary

as determined by the Parks Manager. The Concession Manager shall contact the Parks Manager to review overall performance, receive special instructions regarding special events, or discuss other pertinent items regarding the contract and the Contractor's performance.

1.9. Contractor shall furnish all supplies and materials necessary for the proper performance of the services and operation of the Facility. The Contractor shall not use any material or supplies which the Parks Manager determines would be unsuitable for the purpose intended, or offensive or harmful to any part of the facility, its contents, equipment, employees or patrons.

1.10. Beverages shall be either fountain drinks or served in plastic bottles. No glass bottles shall be allowed.

1.11. Contractor shall be responsible for cleaning and sanitizing food service area and emptying trash receptacles inside Facility and cleaning the area directly outside of the Facility of any trash. Refuse, recyclables and trash from its operation shall be placed in a designated area from which the City will then have it removed.

1.12. In the event that the Contractor misses two consecutive days as outlined in this Scope of Work with no coverage it shall be in breach of the Agreement and may be terminated at the City's sole convenience.

1.13. Subcontracting of the space is not permitted.

1.14. The Contractor shall conduct his/her operation of the concession services in a manner that does not damage City's property. In the event damage occurs to City's property or any adjacent property by reason of any service operations performed under this Contract, the Contractor shall replace or repair the same at no cost to the City. If damage caused by the Contractor has to be repaired or replaced by the City, the cost of such work shall be charged to the Contractor.

1.15. Contract shall propose to City the prices of the products it desires to sell hereunder and City shall review and approve prices. It is City's goal to have concession prices comparable with the market prices of other comparable concession stands.

2. Personnel Recruitment:

2.1. The Contractor shall provide adequate personnel, trained in proper methods and techniques to properly and satisfactorily maintain and operate the Facility. The Contractor must demonstrate the ability to provide trustworthy, reliable employees and shall make a good faith effort to retain the same employees on the same schedule in the same area for as long as possible. If a change of staff is to occur, the City's Designee shall be notified prior to the change when possible or as quickly as possible thereafter. In addition, Contractor's staff shall have the ability to:

- A. Read, write, speak and understand the English language.
- B. Have the necessary public relations skills to deal with employees and customers in a professional, courteous, businesslike manner.
- C. Understand written and oral rules and regulations and apply them in a tactful and non-confrontational manner.
- D. Be legally authorized to work in the State of Arizona.

2.2. Contractor and its employees assigned to the Facility must not have been convicted of a felony or a crime involving moral turpitude in the last ten years. Contractor and its employees must agree to submit to any background checks as deemed necessary by the City and the cost being paid for by the Contractor.

2.3. Contractors shall comply fully with all laws, ordinances, rules and regulations of the United States, State of Arizona, County of Maricopa and the City of Buckeye, including specific City regulations related to building permits and fees, zoning, use permit stipulations and regulations regarding alcoholic beverages, nuisance abatement, immoral conduct, smoking/non-smoking, privilege and use excise taxes.

2.4. At least one operator stationed on-site shall possess a current Maricopa County Food Manager's card. Additional employees stationed on-site shall possess a current Maricopa County Food Handler's card.

2.5. The selected Contractor's employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them as an employee of the Contractor.

2.6. No minimum manpower requirements shall be placed on the Contractor in relation to the number of employees required. The Contractor is encouraged to schedule services for the Facility whereby supervision of its personnel and security of the Facility will be maintained at all times. However, consistent "no-shows", as documented by the City, for minimum services as established in the Scope of Work, by a Contractor shall result in a determination by the City of Buckeye default of the Agreement. The City retains the right to enter into an Agreement with other party(s) as necessary for the substitution of the Services in the event of default.

2.7. Remove or replace any employee who is drinking alcoholic beverages and/or the use of narcotic substances. Contractor shall not tolerate such behavior, and infractions shall cause immediate removal by Contractor. City reserves the right to have any employee of the Contractor removed or replaced.

3. Prohibited Noises;

The Facility shall be located in a public park. The following distractions and annoyances are unacceptable and any occurrences shall result in termination of the contract:

3.1. Creation of unreasonably loud, disturbing and unnecessary noises.

3.2. Noises of such character, intensity or duration as to be detrimental to life and health of any individual or in disturbance of their public peace and welfare.

3.3. The sounding or blowing of any horn or signaling devices.

3.4. The playing of any radio, amplified music system, phonograph, or any other musical instrument in such manner or with such volume as to annoy or disturb the quiet, comfort, or repose of persons in close proximity of the Facility.

3.5. Yelling, shouting, hooting, whistling, or singing so as to annoy or disturb the quiet, comfort, or repose of persons in close proximity of the Facility.

3.6. Noise to attract attention, such as a drum, loudspeaker, or other instrument or device for advertising or other purposes.

4. City Responsibilities:

4.1. Prohibit other Contractors from providing food and beverage concession services in the Park, except when the City sponsors a special City event or similar event tournament.

4.2. The City will be responsible for providing direction to the Contractor. These activities include, but may not be limited to, the following:

A. Identify a Contract Administrator at the time of Contractor selection. The Contract Administrator will submit in writing to the Contractor the names of City personnel that will have authority to make changes or additions to the contracted items.

B. Determine and schedule the time and frequency of direct meetings between the Community Services Director or designee and the Contractor's Concession Manager.

C. Schedule inspections with the Contractor's Concession Manager. Quality service and strict adherence to the Contract will be expected from the Contractor.

4.3. The City shall provide the water and electric required for Facility operation and the City shall borne the cost of the utilities. Any additional utilities shall be the sole responsibility of the Contractor.

4.4 The City will provide Contractor the schedule of the yearly event. A sample of the upcoming events can be found in Attachment C.

5. Security:

5.1. Keys to various areas of the Park shall be made available to the Contractor. All costs accrued by the City in reinstating Facility security occasioned by loss of Facility keys due to the Contractor's and/or its employees' negligence will be billed to the Contractor.

5.2. The Contractor shall ensure that only their properly identified employees listed with the Contract Administrator are permitted on the premises during the performance of daily duties. The Contractor will be held strictly accountable for damages or breaches of security caused by its employees.

6. Facility Rent Payments:

6.1. The Contractor shall pay the City an annual lease amount of Four Thousand Two Hundred Dollars (\$4,200.00) per calendar year for use of the Facility in accordance with the provisions of this Agreement (the "Rent"). Contractor shall pay the City the Rent amount either in (A) one annual lump sum, (B) annual quarterly (every 3rd calendar month) payments or (C) in equal monthly installments. Payment must be paid in accordance to the Rent Schedule authorized by the City Manager or designee, attached hereto as Attachment A and incorporated herein by reference.

6.2. In addition to license payments required under this Agreement, transaction privilege, sales, and other taxes at the rate provided by law, shall be paid by the Contractor in addition to any taxes imposed on Contractor's business activities conducted at the Facility. Questions pertaining to the applicability of taxes should be directed to the City's Finance Department, Transaction Privilege Tax Representative, at 623.349.6165

END OF SECTION V

SECTION VI: EVALUATION CRITERIA

In accordance with the City's Procurement Code, awards shall be made to the responsible Contractor whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below in order of importance.

1. Qualifications and experience of contractor and personnel (35 points)
2. Understanding of the Services (30 points)
3. References (15 points)
4. Cost (20 points)

Total points possible = 100

MINIMUM QUALIFICATIONS

In order to be considered for evaluation, Contractors shall meet the following minimum qualifications:

1. Proposal submitted on or before the RFP closing date.
2. Proposal is in the format requested in Section VII.
3. Contractor is licensed to do business in the State of Arizona. Provide licensure information with your proposal.
4. Contractor has been in business in Arizona for a minimum of three (3) years concurrently.
5. Contractor has provided similar services to an organization of the same size or larger than the City of Buckeye within the last twelve (12) months.
6. Upon award of this contract, the Contractor must obtain a City of Buckeye Business License.
7. Must be able to start concessions upon execution of this contract.

END OF SECTION VI

SECTION VII: FORM OF PROPOSAL / SPECIAL INSTRUCTIONS

To facilitate direct comparisons, your proposal shall be submitted in the following format, listed in order, and index tabbed to match. Your proposal shall include, at a minimum, information requested below. If contractor fails to provide any of the requested information, with the exception of the mandatory proposal certification, the City may, at its sole option, ask the contractor to provide the missing information or evaluate the proposal without the missing information.

1. Submittal and Review

1.1. Information shall be submitted on portrait format on 8-1/2" by 11" paper text maybe on both sides of the paper, but each side of page with print will be considered 1 page. There is a 16 page limit excluding resumes and Department of Environmental Health Reports, but including the materials necessary to address scope of work understanding, general information, organizational chart, photos, tables, graphs, and diagrams; tabs are not counted as a page unless it contains information regarding the proposal. Emphasis should be on completeness and clarity of content. Each response should reference the criteria section being addressed. Pages should be numbered consecutively. Note: Failure to respond to all requested information may be considered non-responsive and may disqualify a proposal from further consideration. Binders are the preferred method of containing contents or proposal. Text shall be a minimum of eleven-point font.

2. Quantity

2.1. Proposals should be submitted as a document set, containing **one (1) clearly marked original** and **five (5) additional copies (for a total of six (6) submitted)**. The Price Proposal shall be submitted in a separate sealed envelope with one (1) clearly marked original and five (5) additional copies.

3. The Arizona Public Records Act limits the City's ability to withhold prequalification and bid data. If a proposal contains any trade secrets that a contractor does not want disclosed to the public or used by the City for any purpose other than evaluation of the contractor's eligibility, each sheet of such information must be marked with the designation "Confidential." The City agrees that if a "Public Records Act" request is made for disclosure of data so classified, it will notify the contractor submitting the proposal of such data so that the contractor will have an opportunity to legally challenge the City's obligation to disclose such information.

4. Request for Proposal Contents

The Proposal shall contain, at a minimum, the following information in the following order:

Section 1: Letter of Transmittal (1 page maximum)

A letter of transmittal with an original ink signature by a person authorized to represent this proposal shall be submitted with Contractor's original proposal, with one (5) reprographic copy in each subsequent copy of the proposal.

Briefly describe your contractor's organizational structure.

Provide the name(s) of the person(s) authorized to make representations for or on behalf of your company, their title(s), address(es), telephone/fax number(s), and email address(es).

Identify the location of the Vendor's principal office and the local work office, if different.

Identify any claims against Vendor arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

A corporate officer or other individual with the authority to bind the contractor must sign the letter.

Section 2: Qualifications and Experience of Contractor and Personnel (5 pages maximum)

- (a) Contractor shall provide general information relating to its organization, including years in business.
- (b) Contractor shall provide a description of other services of a similar nature that its organization has been involved in within the last five (5) years.
- (c) Contractor shall provide detailed description of similar services performed as pertaining to the Scope of Work.
- (d) Identify each key personnel member that will render services to the City including title and relevant experience.
- (e) Attach a resume and evidence of food handler's card for each key personnel member to be involved with this concession stand. Resumes should be attached together as a single appendix at the end of the Proposal and will not count towards the Proposal page limit.
- (f) Provide copies of all safety and health evaluations conducted by the Department of Environmental Health Services for the last three years. Department of Environmental Health Services Reports shall be a single appendix at the end of the Proposal and will not count toward the proposal page limit.
- (g) Provide a statement as to whether the Contractor has every had a food vendor license revoked or suspended, and the date and jurisdiction of the suspension or revocation.

Section 3: Understanding of the Project (10 pages maximum)

- (a) Contractor shall provide a summary of the project and its understanding of the needs of the City of Buckeye.
- (b) Provide a description of the type of food and beverage operation proposed. Include a sample of the proposed menu and schedule of operations as it relates to the Scope of Work.
- (c) Vendor shall provide the location (address, type of business) where food is prepared if other than the concession stand itself.

Section 4: Past Performance Questionnaire

- (a) Using the provided Past Performance Questionnaire (Section XI, Attachment D), provide the names, addresses, contact persons and telephone numbers of at least three verifiable business references for which the Vendor is providing or has provided services similar to those described in this solicitation. For each company, complete a Past Performance Questionnaire. The Vendor is directed to provide this form to the owner. Instruct the owner to complete the form and return the completed form with your proposal. Past Performance Questionnaires shall be a single appendix at the end of the Proposal and will not count toward the proposal page limit.

Section 5: Cost

Cost shall be submitted in a separate, sealed envelope enclosed with your proposal; one (1) original and five (5) copies and labeled as such.

Contractor shall submit the same number of copies of:

- (A.) Sample of proposed pricing for the item described in Attachment B Menu Sample.

(B.) Rent Schedule with an **original ink** signature by a person authorized to bind the Contractor in the form set forth in the Services Agreement included as Attachment A.

END SECTION VII

SECTION VIII: OFFER

Contractor Name: _____

Authorized Representative: _____

Title: _____

Address: _____

Phone Number: _____ Email Address: _____

Fax Number: _____ Website: _____

The undersigned contractor declares to have read and fully understand the request for proposal and agrees to all of the terms, conditions, and provisions contained therein; and proposes and agrees that if this proposal as submitted is accepted, contractor will contract to perform in accordance with the specifications and proposals. Said price is to include and cover all materials, labor, supervision, overhead, profit, and taxes to complete the job to the City's satisfaction.

Signature of Authorized Representative: _____

Date: _____

END SECTION VII

SECTION IX: PROPOSAL CERTIFICATION/CONFLICT OF INTEREST CERTIFICATION

City of Buckeye
Construction and Contracting Division
530 East Monroe Avenue
Buckeye, Arizona 85326

The undersigned certifies that to the best of his/her knowledge: **(check only one)**

() There is no officer or employee of the City of Buckeye who has, or whose relative has, a substantial interest in any contract resulting from this request.

() The names of any and all public officers or employees of the City of Buckeye who have, or whose relative has, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this certification.

In compliance with Request for Proposal No. **2016-014**, for the **Concession Stand Services Sundance Park** and after carefully reviewing all the terms, conditions and requirements contained therein, the undersigned agrees to furnish such good/services in accordance with the specifications/scope of work.

ADDENDA: Receipt of the following Addenda is acknowledged, and the provisions are included in this Request for Proposal:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Contractor Name: _____

Address: _____

City: _____, State: _____, Zip Code: _____

(signature required)

(print name) (phone/fax)

(print title)

(date)

END SECTION IX

SECTION X ATTACHEMTNS

**ATTACHMENT A
RENT SCHEDULE**

By completing and signing one of the three payment schedule options offered below, the Contractor agrees to the following:

OPTION 1: MONTHLY SCHEDULE:

\$350.00 x 12 Payments = \$4,200.00 Per Calendar Year

Payment Due the 1st Day of _____, 2016 and the 1st Day of every month thereafter.

Authorized Signature _____ Date: _____

OPTION 2: QUARTERLY SCHEDULE:

\$1,050.00 x 4 Payments = \$4,200.00 Per Calendar Year

Payment Due the 1st Day of _____, 2016 and the 1st Day of every 3rd month thereafter.

Authorized Signature _____ Date: _____

OPTION 3: ANNUAL LUMP SUM:

\$4,200.00 x 1 Payment = \$4,200.00 Per Calendar Year

Payment of \$_____ Due the 1st Day of _____, 2016, thereafter Payment of \$4,200.00 is Due January 1st of each full contract year.

Authorized Signature _____ Date: _____

**ATTACHMENT B
SAMPLE MENU PRICING**

Fill in price for one (1) each of the items listed below. Submit the completed Sample Menu Pricing in a separate envelope with the Fee Proposal Form in Section VIII

Sundance Concession Stand Pricing		
Item	Description	Price
1	Hot Dog - 2 oz. uncooked hot dog and Bun please keep in mind condiments will be needed include ketchup mustard and relish	
2	Nacho Chips - 4" x 6" tray	
3	Nacho Cheese Dip 3.5 oz.	
4	Soft Pretzel 5 oz.	
5	Beef Jerky original 3.25 oz.	
6	Sunflower Seeds 5.25 oz.	
7	Cookie 2.6 oz.	
8	Soda 7.5 oz. Can	
9	Bottled Water 16.9 oz.	
10	Gatorade 20 oz.	
11	Milk 12 oz.	
12	100% Apple Juice 10 oz.	
13	Skittles 1.8 oz.	
14	Air Head 0.55 oz.	
15	Sour Patch Kids 2 oz.	
16	Push Pop 5 oz.	
17	Popcorn 2 oz. Bag	
18	Potato Chips 1.0 oz. Bag	
19	Italian Ice 2 oz.	
20	Ice Cream Sandwich 1.3 oz.	
21	Frozen 100% Juice Bar 2 oz.	
22	Drumstick King Size 7 oz.	

ATTACHMENT C SCHEDULE OF EVENTS

Special Events	Day	Time	Date	Locations	Attendance
Dog Days of Buckeye	Saturday	9AM-2PM	3/4/2017	Whole Park	1,500
Concert in the Park	Friday	7PM-9PM	3/17/2017	Lawn Only	120
Spring Celebration / Easter Egg Hunt	Saturday	9AM-1PM	4/8/2017	Whole Park	4,000

Program	Days	Time	Dates	No Games	Location	Attendance
Fitness in the Park	Monday – Thursday	6:30 PM – 7:30 PM	1/3 – 5/25	Operates on Holidays	Event Lawn	15-20
Adult Softball	Tuesday	6PM – 10PM	3/6 - 5/1	No Games Easter	Softball Fields	200
Adult Softball	Friday	6PM – 10PM	3/6 - 5/1		Softball Fields	200
Adult Softball	Sunday	5PM – 9PM	3/6 - 5/1		Softball Fields	200
Spring Youth Sports Practice	Monday	5PM – 9PM	2/29 – 5/7	Practices start as early as 2/29	All Fields	200
Spring Youth Sports Practice	Tuesday	5PM – 9PM	2/29 – 5/7		All Fields	400
Spring Youth Sports Practice	Wednesday	5PM – 9PM	2/29 – 5/7		All Fields	400
Spring Youth Sports Practice	Thursday	5PM – 9PM	2/29 – 5/7		All Fields	400
Spring Youth Sports Practice	Friday	5PM – 9PM	2/29 – 5/7		All Fields	200
Spring Youth Sports Game	Saturday	8PM – 4PM	2/29 – 5/7		All Fields	2,000
Adult Softball	Tuesday	6PM – 10PM	6/5 – 7/17			Softball Fields
Adult Softball	Friday	6PM – 10PM	6/5 – 7/17	Softball Fields		200
Adult Softball	Sunday	5PM – 9PM	6/5 – 7/17	Softball Fields		200
Fitness in the Park	Monday – Thursday	6:30 PM – 7:30 PM	7/10 – 12/12	Operates on Holidays	Event Lawn	15-20
Adult Softball	Tuesday	6PM – 10PM	8/21 – 10/16		Softball Fields	200
Adult Softball	Friday	6PM – 10PM	8/21 – 10/16		Softball Fields	200
Adult Softball	Sunday	5PM – 9PM	8/21 – 10/16		Softball Fields	200
Fall Youth Sports Practice	Monday	5PM – 9PM	9/1 – 10/29	Practices start as early as 9/1	All Fields	200
Fall Youth Sports Practice	Tuesday	5PM – 9PM	9/1 – 10/29		All Fields	400
Fall Youth Sports Practice	Wednesday	5PM – 9PM	9/1 – 10/29		All Fields	400
Fall Youth Sports Practice	Thursday	5PM – 9PM	9/1 – 10/29		All Fields	400
Fall Youth Sports Practice	Friday	5PM – 9PM	9/1 – 10/29		All Fields	200
Fall Youth Sports Practice	Saturday	8PM – 4PM	9/1 – 10/29		All Fields	2,000
Golden Glovers Softball	Monday	9AM – Noon	11/30 – 4/28		Accommodate Holidays, Early Games and Super Bowl	Softball Fields
Golden Glovers	Thursday	9AM – Noon	11/30 – 4/28	Softball Fields		30
Adult Softball	Tuesday	6PM – 10PM	12/16 -1/31	Accommodate Holidays, Early Games and Super Bowl	Softball Fields	200
Adult Softball	Friday	6PM – 10PM	12/16 -1/31		Softball Fields	200
Adult Softball	Sunday	5PM – 9PM	12/16 -1/31		Softball Fields	200

**ATTACHMENT D
PAST PERFORMANCE QUESTIONNAIRE**

CONTRACT INFORMATION (To be completed by Consultant)

1. Consultant Information:

Firm _____ Name: _____ Email: _____
Address: _____ Contact _____ Name: _____
Phone Number: _____ Contact Phone: _____

2. Work Performed as: Prime Consultant Sub Consultant Joint Venture Other (Explain): _____

3. Contract Information:

Contract Number: _____
Contract Type: Firm Fixed Price Cost Reimbursement Other (Please specify): _____
Contract Title: _____ Contract Location: _____

Award Date (mm/dd/yy): _____
Contract Completion Date: _____ Actual Completion Date: _____

Explain Differences: _____

Original Contract Price (Award Amount): _____
Final Contract Price (to include all modifications, if applicable): _____

Explain Differences: _____

4. Project Description:

Complexity of Work: High Med Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: _____ Phone Number: _____

Title: _____ Email Address: _____

6. Describe the client's role in the project:

Client Signature: _____

Date: _____

**ADJECTIVE RAITINGS AND DEFINITIONS TO BE USED TO BEST REFLECT
YOUR EVALUATION OF THE CONSULTANT'S PERFORMANCE**

RAITING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Consultant were highly effective	An Exceptional rating is appropriate when the Consultant successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Consultant were effective	A Very Good rating is appropriate when the Consultant successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Consultant appear or were satisfactory	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Consultant recovered from without impact to the contract. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that the Consultants will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Consultant has not yet identified corrective actions. The Consultant's proposed actions appear only marginally effective or were not fully implemented.	A Marginal rating is appropriate when a significant event occurred that the Consultant had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Consultant's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the Consultant had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
(N) Not Applicable	No information or did not apply to your contract	Rating will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical food provided	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	E	VG	S	M	U	N
b) Rate the Vendor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Vendor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the Vendor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of sub-consultants, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Knowledge/expertise demonstrated by Vendor's personnel	E	VG	S	M	U	N
d) Utilization of Small Business	E	VG	S	M	U	N
e) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes No
f) Have there been any indications that the Vendor has had any financial problems? <i>If yes, please explain below.</i>	Yes No
6. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying owners representative or Contracting Officer in a timely manner regarding urgent contractual issues)	E VG S M U N
b) Compliance with contractual terms/ provisions <i>(explain if specific issues)</i>	E VG S M U N
c) Would you hire or work with this firm again? <i>(if no, please explain below)</i>	Yes No
d) In summary, provide an overall rating for the work performed by this Consultant.	E VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: _____

Date: _____