

City of Montrose  
Purchasing Division  
433 South First Street  
PO Box 790  
Montrose, CO 81402



## REQUEST FOR PROPOSALS

Issue Date: Wednesday, November 14, 2018

Bid Number: 18-018

Agent/Contact: Tom Young

Submissions Must Be Received by: Monday, December 3, 2018

### Black Canyon Golf Course Restaurant Operation

#### **ADMINISTRATIVE INSTRUCTIONS**

The City of Montrose is requesting formal proposals through the Request For Proposals process for restaurant operations at the Black Canyon Golf Course. A mandatory pre-bid meeting will be held on Tuesday, November 27, 2018 from 9:30 a.m. to 11:00 a.m. at the Black Canyon Golf Course, 1350 Birch Street, Montrose, CO 81401. Proposals must be publicly received and registered by 2:00pm on Monday, December 3, 2018 at the City Clerk's Office at Montrose City Hall, 433 S. 1<sup>st</sup> Street, Montrose, CO 81401. Proposals will not be accepted after this time and it is the responsibility of the proposer to ensure that proposals packages (including signed addenda) arrive in the City Clerk's office by 2:00 PM on the date listed above.

Complete solicitation packets can be downloaded from the City web page at [www.cityofmontrose.org](http://www.cityofmontrose.org) under Department Services, Purchasing, and Open Bids. Addenda will be posted to the website and it is the proposer's responsibility to download, review, sign, and include addenda with their proposal.

The City reserves the right to accept or reject any or all proposals, to waive irregularities and/or informalities and to disregard all non-conforming, non-responsive, unbalanced or conditional proposals, and to make final selection based upon best overall value to the City and the Black Canyon Golf Course. The City of Montrose complies with all Equal Opportunity requirements. All qualified proposers will receive consideration without regard to race, creed, color, national origin, sex, marital status, religion, ancestry, mental or physical handicap or age. The project is also bid according to the City of Montrose local preference policy in effect on the date of the bid opening and detailed in the official Municipal Code of the City of Montrose.

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions apply to all Offers made to the City of Montrose (hereafter "City") by all prospective vendors (herein after referred to as "Bidder") regarding City Solicitations including, but not limited to, Invitations to Bid, Requests For Proposals, Requests for Quotes, and Requests For Qualifications (hereafter "Solicitation" or Bid Solicitation).

### **A. CONTENTS OF BID**

1. Bidders shall thoroughly read the project requirements and specifications, and shall examine any drawings and documents which may be incorporated into the Bid documents. As Bid documents frequently change for each Solicitation, veteran Bidders shall not assume that this Solicitation contains the same terms and conditions that were supplied in prior Solicitations. The City is not obligated to identify either minimal or substantial modifications to Bid documents.
2. Bidders shall make all investigations necessary to thoroughly inform themselves regarding the plant and facilities affected by the delivery of services, materials and equipment as required by the Bid conditions. No plea of ignorance by the Bidder of conditions that exist, or may hereafter exist as a result of failure to fulfill the requirements of the contract documents, will be accepted as the basis for varying the requirements of the City or the compensation to the Bidder.
3. Bidders are advised that all City contracts are subject to all legal requirements contained in City Ordinances and State and Federal Statutes governing purchasing activities.
4. Bidders are required to state the exact intentions of their offer to the City via this Solicitation and must indicate any variances to the terms, conditions, and specifications of this Solicitation, no matter how slight. If variations are not stated in the Bidder's Offer, it shall be construed that the Bidder's Offer fully complies with all conditions identified in this Solicitation.

### **B. CLARIFICATION AND MODIFICATION OF BID SOLICITATION**

1. Apparent silence or omissions within this Bid Solicitation regarding a detailed description of the materials and services to be provided shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.
2. If any Bidder contemplating submitting a Proposal under this Solicitation is in doubt as to the true meaning of the specifications, the Bidder must submit a written e-mail request for clarification to the City's Agent/Contact. The Bidder submitting the request will be responsible for ensuring that the City receives the request at least seven (7) calendar days prior to the scheduled bid opening.
3. Any official interpretation of the Bid Solicitation must be issued in writing by the agent/contact of the City who is authorized to act on behalf of the City, or by the City's Legal Department. The

City shall not be responsible for other interpretations offered by employees of the City who are not authorized to act on behalf of the City for this project.

4. If necessary, the City may issue a written addendum to clarify or inform of substantial changes which impact the technical submission of Bids. Addenda will be posted to the website and it is the Bidder's responsibility to download addenda. The Bidder shall certify its receipt of the addendum by signing the addendum and returning it with its Bid. In the event of a conflict with the original Bid Solicitation documents, addenda shall supersede all other documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

### **C. PRICING, COLLUSION, AND TAXES**

1. Current Prices. Bid Proposals must be fixed and firm unless stated otherwise in the Bid Solicitation.
2. Collusion. The Bidder, by affixing its signature to this Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any persons, or entities offering a Bid for the same items, or with the City. The Bidder also certifies that its Bid is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action. To ensure integrity of the City's public procurement process, all Bidders are hereby placed on notice that any and all Bidders who falsify the certifications required in conjunction with this section shall be prosecuted to the fullest extent of the law.
3. It shall be understood and agreed that Proposals submitted by persons and entities are done so independently of any other offers, and that Bidders will not knowingly participate in solicitations where there exists a conflict of interest with their entity and a member of City staff or their immediate family.
4. Taxes. Bidders will neither include Federal, State nor applicable Local excise or sales taxes in bid prices, as the City is exempt from payment of such taxes. The Colorado Department of Revenue, Certification of Exemption for Colorado State Sales/Use Tax account number for the City of Montrose is 98-01805-0000. An exemption certificate will be provided, where applicable, upon request.

### **D. PREPARATION AND SUBMISSION OF PROPOSAL**

1. The Proposal must be typed or legibly printed in ink. The use of erasable ink is not permitted. All corrections made by the Bidder must be initialed in ink by the Bidder or its lawful agent.

2. Proposals must contain a manual signature of an authorized agent of the Bidder in the space provided on the Bid Proposal Form. If the Bidder or its lawful agent fails to sign the Bid Proposal Form, its Bid shall be considered non-responsive and ineligible for award.
3. Unit prices shall be provided by the Bidder on the Bid Proposal Form when required in conjunction with the prescribed method of award. The Bidder shall enter "No Bid" for each item where a unit price will not be offered. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
4. The delivery and/or completion date(s) provided by the Bidder, if required, must be stated in calendar days, following receipt of order/contract or official notice to proceed.
5. All information and supplemental documentation required in conjunction with this Proposal shall be furnished by the Bidder with its Bid Proposal. If the Bidder fails to supply any required information or documents, the City, in its sole discretion, may consider the Proposal non-responsive.
6. The accuracy of the Bid Proposal is the sole responsibility of the Bidder. No changes in the Proposal shall be allowed after the submission deadline, except when the Bidder can show clear and convincing evidence that an unintentional factual mistake was made, including the nature of the mistake and the price actually intended.
7. The Bid Proposal Form shall be enclosed in a sealed envelope and addressed to the City. The envelope shall clearly identify the Bid Number, Title and Due Date when submitted to the City Clerk's Office. The Bidder shall also include its name, address and phone number on the outside of the envelope.
8. The City's Bid Proposal Form, which is attached to this Bid Solicitation, must be used when the Bidder is submitting its Bid Proposal. The Bidder shall not alter this form unless instructed to do so in writing by the City. Failure to use the City's Bid Proposal Form may result in the Bid being considered non-responsive.
9. Offers in response to formal Bid Solicitations will not be accepted by facsimile or electronic transmission. Only signed written offers will be considered responsive, and eligible for possible award. Bidders shall provide Proposal Forms, Statement of Work/Technical Offer Section, Special Conditions, Specifications and Pricing Form, and any other mandatory submittals with the Proposal.
10. Bidders who qualify their Proposals by including alternate contractual provisions should be aware that the City does not negotiate the terms of its contracts, and will ordinarily declare such Bid Proposals non-responsive. Once Proposals have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.
11. Insurance certificates are required after a Notice of Award has been issued. Costs for additional coverage as required by City policy must be accounted for in the Bidder's proposal cost.
12. Bid Proposals received after the submission due date and time prescribed for the solicitation shall not be considered.

**E. VENDOR APPLICATION AND RETENTION ON BIDDERS' LIST**

The City does not maintain a bidder's list. Register to receive an automated email notification of new bids by visiting [www.cityofmontrose.org](http://www.cityofmontrose.org) - Department Services - Purchasing – Bid Notification.

#### **F. MODIFICATION OR WITHDRAWAL OF LEGITIMATE OFFERS**

1. Bidder offers may be modified in the form of an official written notice, and must be received prior to the due time and date set forth the Bid Solicitation. Each modification submitted must have the Bidder's name and return address and the applicable Solicitation Number and title clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the City will be considered the valid modification.
2. Bids may be withdrawn prior to the due time and date set for the Solicitation, provided it is in the form of an official, authorized written request.
3. Proposals may not be modified or withdrawn after the due date and time set for the Bid opening for a period of ninety (90) calendar days. If a Bid Proposal is modified or withdrawn by the Bidder during this ninety (90) day period, the City may, at its option, place the Bidder on suspension and may not accept any further Bid Proposals from the Bidder for a period set by the City following the Bidder's modification or withdrawal of its Proposal. The City may reject an offer, in whole or in part, as set forth in the City of Montrose Municipal Code and the City's Procurement Manual.

#### **G. EVALUATION OF OFFERS**

1. Offers shall be evaluated based upon their responses to the questions and requests for information in this Bid Solicitation, and based upon whether and to what degree they comply with the instructions set forth herein. Thoroughness, accuracy, veracity, and professionalism in the responses shall be taken into account.
2. The City may, in its sole and absolute discretion:
  - a. Reject any and all, or parts of any or all, Bid Proposals submitted by prospective Bidders;
  - b. Re-advertise this Solicitation;
  - c. Postpone or cancel the Bid process for this Solicitation;
  - d. Waive any irregularities or technicalities in proposals received in conjunction with this Solicitation;
  - e. Determine the criteria and process whereby Proposals are evaluated and awarded.

3. A Proposal may not be accepted from, nor any contract be awarded to, any person or entity which is in arrears to the City upon any debt or Contract, or which is in default as surety or otherwise upon any obligation to the City.
4. No Contract shall be awarded to any person or entity which has failed to perform faithfully any previous contract with the City, the State or Federal government for a minimum period of one (1) year after said previous Contract was terminated for cause.
5. A Proposal may not be accepted from, nor any Contract awarded to, any person or entity which has pending litigation against the City at the date and time of the Bid Opening.

#### H. AWARD OF CONTRACT

1. The City's Agent/Contact is authorized to handle initial contacts regarding any protest of the solicitation or award of a City contract, or any claim arising out of the performance of a City contract, with the City Manager's approval. Any actual or prospective Bidder or Contractor who has a grievance in connection with the solicitation or award of a contract shall first seek resolution of the matter with the City's Agent/Contact.
2. If the City Manager or City designee does not, within thirty (30) days after receiving a protest, or within such longer period as may be agreed upon by the parties, issue a written decision on the protest or make a determination that award of the contract is necessary, the protest shall be considered denied.
3. By law, the City reserves the right to accept or reject any or all Proposals, or any combination of them, and to waive any informality or irregularity in the bid or in the bidding process.
4. Successful Bidders shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, the Bid Proposal.
5. No Bidder shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex, or be subjected to discrimination under any contractual award administered by the City.

#### L. CONTRACTUAL OBLIGATIONS

1. In order to ensure the efficient utilization of tax dollars, successful Bidders shall comply with all contractual obligations contained in the Contract Documents, as set forth in the contract signed by the City and Bidder. A sample contract that Bidder will be expected to sign is supplied with these Bid Documents.

## SPECIAL CONDITIONS

Company Name: \_\_\_\_\_

### **A. PRE-BID CONFERENCE IS MANDATORY**

A MANDATORY pre-bid meeting will be held on Tuesday, November 27, 2018 from 9:30 a.m. to 11:00 a.m. at the Black Canyon Golf Course, 1350 Birch Street, Montrose, CO 81401.

### **B. CONTACT PERSON**

During the course of this request process, from issuance until a recommendation for award, Bidders shall not initiate contact related to this request with anyone other than the officially designated individual:

For this Proposal the contact is Tom Young at [tyoung@ci.montrose.co.us](mailto:tyoung@ci.montrose.co.us) or (970) 249-4653.

Failure to abide by this requirement may result in disqualification from further participation in this process.

### **C. QUESTION DEADLINE**

All questions regarding this Request for Proposal shall be directed by email to Tom Young at [tyoung@ci.montrose.co.us](mailto:tyoung@ci.montrose.co.us). All inquiries shall clearly identify the name of the firm and the authorized representative, the RFP number and Title and a method or address to which the responses shall be made.

The deadline for receipt of questions from Bidders in regards to this RFP is Wednesday, November 28, 2018 at 6:00 p.m.

Responses will be prepared by the City in an addendum and published on the City of Montrose web site at: [www.cityofmontrose.org](http://www.cityofmontrose.org) under Department Services, Purchasing, Open bids, under this bid name. The responses in writing are the only official answers.

### **D. SUBMITTAL INSTRUCTIONS**

The City desires to receive a clear, concise, economical presentation of the vendor's proposal. Bidders should submit the following with their bid:

1. One electronic submission by flash drive and one original of the bid packet beginning with the "Special Conditions" section.
2. Signed bid addendums

Submit all of the above in a sealed envelope with the bid number and project name in the lower left hand corner of the envelope, with the bidder's name clearly written on the envelope. Failure to submit a proposal in the manner indicated may be cause for it to be considered 'non-responsive' and ineligible for consideration and subsequent award.

## PROPOSAL FORM - PAGE 1

SUBMITTED BY:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

CERTIFICATION: (if a Submission is Offered):

The undersigned hereby affirms that:

- He/she is a duly authorized agent of the Bidder,
- He/she has read the General Terms and Conditions, the Special Conditions and any technical specifications that were made available to the Bidder in conjunction with this Proposal and fully understands and accepts these terms unless specific variations have been expressly listed on the Bid Proposal Form;
- The Submission is being offered independently of any other Bidder and in full compliance with the collusive prohibitions specified in the General Terms and Conditions of this solicitation; and
- The Bidder will accept any awards made to them as a result of this Solicitation for a minimum of ninety (90) calendar days following the date and time of the bid opening.

By: \_\_\_\_\_

Manual Signature of Agent

\_\_\_\_\_

Date

\_\_\_\_\_

Typed/Printed Name of Agent

\_\_\_\_\_

Title of Agent

Include Original with Submission

Affix Manual signature of authorized agent.

NO OFFER:

Indicate reason(s) why no offer is being submitted at this time.

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## PROPOSAL FORM - PAGE 2

Company Name: \_\_\_\_\_

**VARIATIONS:**

The Bidder shall identify all variations and exceptions taken to the General Terms and Conditions, the Special Conditions and any Technical Specifications in the space provided below; provided, however, that such variations are not expressly prohibited in the Bid documents. For each variation listed, reference the applicable section of the bid document. If no variations are listed here, it is understood that the Bidder's Proposal fully complies with all terms and conditions. It is further understood that such variations may be cause for determining that the Bid Proposal is non- responsive and ineligible for award:

Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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Page #: \_\_\_\_\_ Item # of Section: \_\_\_\_\_

Variance

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## STATEMENT OF WORK

The City of Montrose is pleased to offer an opportunity for a well-qualified business entity to operate a restaurant serving as a key attraction and gathering place at the Black Canyon Golf Course. The restaurant is located in the same building and directly adjacent to the Black Canyon Golf Course Pro Shop. Qualified Bidders shall have demonstrated experience and knowledge of restaurant operations, including financing, marketing, catering, special event support, design, leasing, management, and oversight. Consideration will be given to business entities that demonstrate successful restaurant operations similar in size and scope, or the capacity to provide such operations. It is expected that the selected firm will support the City's recycling efforts through operational practices that maximize recycling efforts.

It is further expected that proposals shall be based on a thorough understanding of current and future restaurant market conditions and trends, and that the final proposal will contain realistic financial projections. Proposing business entities must have, or be able to obtain necessary permits and licenses for the on-premise sale of beer, wine, and liquor, and employ personnel capable and qualified to sell and serve beer, wine, and liquor within the restaurant and on the golf course.

The City of Montrose wishes to contract Black Canyon Golf Course restaurant operations to a business entity capable of the following:

- Providing a destination restaurant and/or eating and entertainment related operation with a distinctive menu and experience catering to traditional visitors of the Black Canyon Golf Course, while attracting new visitors for an enjoyable and memorable experience;
- Maximize attendance through unique, featured menu items, service, ambiance, and special events marketing;
- Assess, provide, install, and maintain all necessary furnishings and equipment in order to create an attractive and inviting environment;
- Implement a quality advertising and marketing campaign, and;
- Work in unison with the City during the normal course of business to ensure a pleasurable and memorable experience for visitors of the Black Canyon Golf Course.

Furthermore, the proposed restaurant development will promote public enjoyment, provide employment opportunities for local residents, and be compatible with/compliment Black Canyon Golf Course operations.

The Black Canyon Golf Course restaurant operator will be selected based on the following:

- Strength of restaurant team and management approach;
- Demonstration of relevant project experience;
- Financial strength and capability with further consideration given to proposals with minimum financial contributions by City and maximum profitable revenue sharing with City;
- Understanding of the proposed restaurant operational goals;
- Quality of the proposed restaurant operations and menu offerings;
- Benefit that the proposed restaurant provides the City and its citizens;

- Financial feasibility of the proposed restaurant.

Interested parties shall submit written proposals that contain the following essential elements:

1. Concept – Describe in detail the restaurant concept being proposed and how it will fit into and compliment the culture and quality of life of the Black Canyon Golf Course. For proposed upgrades to the existing structure, include:
  - a. Preliminary plans, sections, diagrams, and elevations in sufficient detail showing the manner in which proposer intends to upgrade the facility
  - b. Floorplans, proposed integration with existing indoor/outdoor facilities
  - c. Architectural rendering(s) of general theme, layout, color scheme, style of furniture, fixtures, materials, and lighting
2. Marketing – Describe the marketing plan proposed for use in operations, with an emphasis on measures designed to obtain maximum patronage during peak, special events, and non-peak periods. Please note that the City will market the Black Canyon Golf Course (as a whole) and will include the restaurant in this marketing effort.
3. Customer Service – Describe customer service objectives for the restaurant, specifically employee training and retention programs designed to meet objectives.
4. Menu – Include a copy of the proposed menu for the restaurant food/beverage and any associated merchandise being proposed, which includes non-alcoholic and alcoholic beverages indicating, as applicable, portion size, suggested price, and name brands. Successful contractor shall exhibit the ability to provide high quality food and beverage service and maintain restaurant premises in compliance with all local, state and federal liquor laws and health code standards. This includes daily operation (7 days per week) of a motorized beverage cart (provided and maintained by the City) from April 1<sup>st</sup> through November 30<sup>th</sup>.
5. Hours of Operation – Provide proposed days and hours of operations. It is expected that the minimum hours of operation will be 11:00 a.m. to 6:00 p.m. Monday through Thursday, and 8:00 a.m. to 6:00 p.m. Friday through Sunday from April 1<sup>st</sup> through November 30<sup>th</sup>. Off-peak hours of operation are negotiable, but it is expected that the restaurant will operate a minimum of six (6) days per week. This off-peak schedule shall include a minimum of four (4) weekdays (Monday – Friday), during which the restaurant shall be open during typical lunch hours of 11:00 a.m. to 2:00 p.m., and both weekend days (Saturday and Sunday), during which the restaurant shall be open before typical lunch hours and remain open through typical dinner hours. Extended hours shall be required to support tournament, league and special event activities.
6. Proposer – Describe a brief history of the business entity. Note any changes in the proposer's name and ownership structure and any other dba's under which the proposer has been doing business.
7. Operation – Submit sufficient information to allow the City to evaluate the management structure and operating program of the proposed restaurant concept. Describe current restaurant operations. Note that the City may elect to perform a site visit to review/confirm current restaurant conditions.
8. Please note the successful Bidder shall be required to provide

monthly, quarterly, and annual financial statements of golf course restaurant operations to City Manager, or his designee, including Profit & Loss statements, detailed Revenue & Expense Reports, and inventory records.

9. Management Structure – Describe the management structure to be employed in the operation of the restaurant. Include a job-description for the on-site manager, include the number of employees, and a proposed daily work schedule to ensure quality customer service.
10. Proposed Lease and Profit Sharing – Provide the proposed lease and profit sharing structure, including base lease payment, lease abatement, annual rate increases, and contract term. At a minimum, the City intends to award an annual restaurant operations contract with a maximum of four (4) automatic one (1) year extensions. Please note that the successful proposer will be responsible for payment of sixty-seven percent (67%) of all utility costs, including water, sewer, storm drainage, electric, and natural gas services. The successful Bidder will be responsible for one-hundred percent (100%) of all cable and/or satellite television service costs.

The City shall not be liable for any expenses incurred by any Bidder in relation to the preparation or submittal of proposals. Expenses include, but are not limited to, the following: preparing a proposal or related information in response to RFP; negotiations with City on any matter related to this RFP; costs associated with interviews, meetings, travel, or presentations. Additionally, City shall not be liable for expenses incurred as a result of City's rejection of any proposals made in response to this RFP.

Proposals are due before 2:00 p.m. on Monday, December 3, 2018 in the City Clerk's Office at Montrose City Hall, 433 S. 1st Street, Montrose, CO 81401. This time and date is fixed and extensions will not be granted. The City does not recognize the U.S. Postal Service, its postmarks, or any other organization as its agent for the purpose of dating this proposal. All proposals received after this deadline will be rejected and will not receive further consideration. Furthermore, the City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.