

INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a “turn key” Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages Disadvantaged Business Enterprise (DBE) and Women Owned Business (WBE) participation.

Request for Proposal (RFP) and contract documents are available from the City Clerk, 1751 College Avenue, Elko, Nevada 89801, (775) 777-7126, during normal working hours or may be obtained through written request to the above address. Please also view City of Elko Bids online at:

http://www.elkocity.com/government/bidding_opportunities/index.php

Proposals must be received by Shanell Owen, City Clerk City of Elko, 1751 College Avenue, Elko, Nevada 89801, **no later than 5:00 p.m., local time February 10, 2017.** **Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, January 25, 2017 at the Elko Regional Airport.

Late Proposals will not be accepted.

Shanell Owen, City Clerk

Publish: January 12, 2017



REQUEST FOR PROPOSALS

FOR

FOOD/BEVERAGE CONCESSION

AT

ELKO REGIONAL AIRPORT

ELKO, NEVADA

January 9, 2017

I. INVITATION TO PROPOSE

The City of Elko invites you to submit a Proposal for the operation of a Food/Beverage Concession in the Terminal Building at Elko Regional Airport, Elko, Nevada. The City of Elko encourages DBE & WBE participation.

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Proposals must be received by Shanell Owen, City Clerk, City of Elko, 1751 College Avenue, Elko, Nevada 89801, 5:00 pm, local time, February 10, 2017. **Two copies** (including original) of the Proposal should be sealed in a package marked "Proposal for Food/Beverage Concession, Elko Regional Airport" on the outside. The Proposal must be signed by a person or persons who can legally bind the Proposer.

A non-mandatory informational onsite visit will be held at 9:00 a.m., local time, January 25, 2017 at the Elko Regional Airport.

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II. GENERAL DESCRIPTION OF PRIVILEGES

Elko Regional Airport serves the regional area of Northeastern Nevada providing service Elko County with a population 52,470. Commercial, freight, and passenger services are provided by SkyWest Airlines, and Ameriflight, LLC. Fixed-base operations provide a wide range of services including general airframe and engine maintenance and charter services, helicopter charter, flight instruction and fuel. Currently, three national car rental agencies serve the traveling public from the passenger terminal.

Elko Regional Airport includes a terminal that is over 20,000 square feet. In addition to a restaurant/bar concession, the facility includes a pay parking system, public airport WIFI, ATM, vending/arcades, and museum displays.

Approximately 1,074 square feet in the Terminal Building has been allocated to the Food/Beverage Concession. This concession will involve the right and obligation to provide food and beverage (both alcoholic, if desired and non-alcoholic) services to the public in the Terminal Building, including in-flight, Terminal, and local catering. The concession will include a restaurant and bar area. The restaurant and bar are located in the center of the terminal serves the non-secure side of the terminal. The existing vending operations will remain a function of airport administration. New vending equipment or new vending sales opportunities can be included in the proposal and can be an element of the Concessionaire agreement with the Airport should airport vending be of interest.

The City of Elko is interested in encouraging a range of qualified proposals from experienced food and beverage operators which will allow the City to select the best Proposal for the City and its Airport patrons. The City desires to allow operators of food and beverage services to identify in their proposals the best service options based on (1) their experience (previous training and demonstrated business acumen), (2) the financial investment required, and (3) the market to be served through the concession space. Qualified bidders are highly encouraged to expand food and beverage service to include patrons beyond airport customers. The City wishes proposers to submit proposals which identify the proposed menu, initial pricing, type of service and all of the particulars of delivery of service.

The minimum requirements include:

Proposers shall provide references for the experience cited, including the name of the operation, address, contact person, telephone number, and annual gross sales generated.

Evidence of ability to meet minimum financial investment and performance requirements shall be demonstrated by bank references, existing business profit and loss statements, or copies of Proposers most recent income tax filing.

For the term of this Agreement CONCESSIONAIRE shall pay to CITY, a percentage fee beginning on commencement of the term and for each month thereafter. The percentage fee shall be 5% on the first \$5,000, 7½% on \$5,001 to \$10,000, and 10% on all over \$10,000 of gross receipts under this Agreement.

The term of this Concession Agreement is five (5) years.

The City will provide a common-use trash compactor or dumpsters with scheduled trash collection for the Airport tenants and concessionaires.

III. INSTRUCTIONS TO PROPOSERS

A. General

1. Any Proposal submitted as provided herein shall be subject to negotiation at option of the City. Submission of a Proposal shall obligate the Proposer to enter into a Concession Agreement with the City for the operation of the concession proposed upon in accordance with the content of the Proposal. It is specifically understood that the City can accept any Proposal in its entirety without negotiation and the Proposer shall be obligated to enter into a Concession Agreement with the City reflecting that Proposal.
2. The City shall not be obligated to respond to any Proposal submitted or legally bound in any manner whatsoever by the submission of a Proposal.

3. Any and all Concession Agreements arising out of Proposals submitted hereunder and negotiations that follow shall not be binding or valid against the City, its officers, employees or agents unless executed by the City and the Successful Proposer in accordance with applicable laws.

4. All proposers must apply and obtain a current business license with the City of Elko and conform to Nevada Revised Statutes Chapter 446-Food Establishments. If serving alcohol, all proposers must comply with City of Elko Liquor License.

B. Preparation of Proposals: Proposals must be submitted on the Proposal Form provided as *Exhibit "A"* in the RFP Documents.

Proposals shall be complete and free from ambiguity, without alterations or erasures. All blank spaces on the Proposal Form must be filled in, and the Proposal Form shall be properly signed in ink by the Proposer or its legally authorized officer or agent. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

C. Examination of Proposal Specifications: The submission of a Proposal shall be considered evidence that the Proposer has investigated all the conditions related to the concession as described in the RFP Documents and the Proposer is aware of the circumstances, procedures, and requirements affecting the conduct of the concession, as well as the Concession Agreement to be entered into. The attention of the Proposer is specifically directed to, and the Proposer will be conclusively presumed to have read and become familiar with all the RFP Documents. No claim for adjustment of the provisions of the Concession Agreement and specifically with regard to privilege fees and other payments required hereunder shall be honored after execution on the ground that Proposers were not fully informed as to the conditions which exist.

D. Addenda and Interpretation: No verbal interpretation made to any Proposer as to the meaning or consequence of any portion of the RFP Documents shall be considered binding. Every request for clarification of the RFP Documents shall be made in writing and delivered to the City Clerk, City of Elko, 1751 College Avenue, Elko, NV 89801. All such requests must be received at least ten (10) days before the established time for receipt of Proposals. Any response by the City to a request by a Proposer for clarification will be made in the form of an addendum to the RFP Documents and will be sent to all parties to whom the RFP Documents have been issued not later than five (5) calendar days prior to the deadline for receiving Proposals. All Addenda so issued shall become part of the RFP Documents. The City will not be responsible for any oral instructions, interpretations or explanations.

E. Disqualification and Rejection of Proposal: Any of the following causes may be considered as sufficient for the disqualification of a Proposer and the rejection of the Proposal:

1. Submission of more than one Proposal hereunder by an individual, firm, or corporation under the same or different names.

2. Evidence of collusion among Proposers.
3. A Proposers default or arrearage under any previous existing agreement with the City.
4. Existence of any unresolved claims between the Proposer and the City.
5. The City reserves the right to reject any and all Proposals for any reason or for no reason.

F. Informal Proposals: The City may consider non-responsive any Proposal not prepared and submitted in accordance with the provisions of the RFP Documents. Any alteration, omission, addition or any unauthorized conditions, limitations or provisions attached to a Proposal may render it non-responsive and may be sufficient cause for its rejection. The City may also consider the Proposal non-responsive and may reject it if:

1. The Proposal Form furnished herein is not used or is altered.
2. There are alternate Proposals submitted which were not called for or irregularities of any kind which may tend to make the Proposal incomplete, indefinite, or ambiguous as to its meaning.
3. The privilege fees contained in the Proposal are obviously unbalanced either in excess of or below reasonable cost analysis values.
4. Any documents necessary for Proposal purposes are not complete, are improperly executed or are missing.

The City specifically reserves the right to reject any Proposal and the right to waive technicalities if such waiver is in the best interests of the City.

G. Withdrawal of Proposal: No Proposal may be withdrawn after it has been submitted to the City unless the Proposer so requests by letter or telegram and such request is received by the City prior to the last date set for receiving Proposals. No Proposal may be withdrawn after the scheduled due date for a period of ninety (90) days.

H. Evaluation of Proposals: Each Proposal received will be fully evaluated. The determining considerations in the award of the privilege(s) will include, but not necessarily be limited to:

1. The experience and financial responsibility of the Proposer. Must provide proof and documentation of financial resources to sustain opening a restaurant concession it is first 6 months of operations as one builds a customer base.
2. The type of food/beverage services (including menus) to be offered.

3. The proposed management structure and operation program.
4. The proposed investment in the space.
5. Ability or desire to provide Food delivery service and a take-out menu service
6. Advertising investment for first year startup operation
7. Ability to provide meal service twice daily for 6 days a week

I. Award of Privilege(s): The City will select the Proposal which in the City's sole judgment is deemed most advantageous to the public and the City even though such Proposal may not offer the highest direct financial return. The City reserves the right to reject any or all Proposals or to negotiate for the modification of any Proposal with its Proposer.

Proposer to whom a concession privilege is awarded shall within fifteen (15) days of the date of the receipt of the final Concession Agreement negotiated between the Proposer and the City deliver said Concession Agreement fully executed along with the evidence of insurance coverage required in the Concession Agreement. The Concession Agreement shall substantially be in the form attached as *Exhibit "D"*. All such documents must be executed and delivered by the Proposer and approved by the City before the Concession Agreement will be executed and returned to the Proposer by the City. The City reserves the right to cancel the award without liability, any time before the Concession Agreement has been fully executed by both parties.

Failure upon the part of any Proposer to whom a concession privilege has been awarded to execute and deliver the Concession Agreement and other documents required above within fifteen (15) days after the date of written notice of award shall be just cause for cancellation of the award by the City. The award of the concession may be made to another Proposer or all Proposals rejected at the City's sole discretion.

EXHIBIT "A"

**FOOD/BEVERAGE CONCESSION PROPOSAL FORM
Elko Regional Airport, Elko, Nevada**

Please note: This form must be completed in full as a condition of the Proposal. Indicate "none" where applicable. *(One may use another sheet to answer in full. Please note See Attachment in field when referencing additional materials for a response)*

1. Name and Address of Proposer.

2. Name, Place and Date of Incorporation (if applicable):

3. Evidence that Proposer meets the minimum requirements:
 - a. Number of years of experience in managing and operating a food and beverage service or retail establishment.
 - b. Proposers shall provide references for the experience cited, including the name of the operation, address, contact person, telephone number.
 - c. Evidence of ability to meet minimum financial investment and performance requirements. This shall be demonstrated by bank references, existing business profit and loss statements, or copies of Proposers most recent income tax filing (business), letter of credit from a financial institution, personal or company assets (cash or similar convertible instruments).
 - d. The components of the minimum financial investment and performance requirements to advertise, staff and meet business hour commitments required under the Concessionaire Agreement (minimum of 2 meal services daily, 6 days a week).

4. Operation of Premises:
 - a. Attach a description of the management structure to be used in the operation of the Concession. Charts, diagrams and descriptive materials as desirable or appropriate may be used to expand or clarify.
 - b. Attach a description of the marketing program proposed for use in operations, with emphasis on measures designed to obtain maximum patronage. Use attachments as may be desirable.

- c. Attach a schedule of proposed menu items for the restaurant service proposed, including non-alcoholic and alcoholic beverages (indicating portion size, suggested price, and name brands). Alcoholic beverages are not required for sale if such beverages are against religious or personal beliefs of the respondent.

5. Conditions of Proposal Submitted:

Submission of this Proposal constitutes a firm offer to the City and may be accepted by the City at any time prior to ninety (90) days after deadline for submitting.

The City may, at its option, accept a Proposal as submitted. In this event, the City will notify such Proposer by certified mail. The City will, with said notice, transmit to Proposer an executed copy of the Concession Agreement containing any alternate language proposed by Proposer and accepted by the City. Proposer agrees to deliver the duly executed Concession Agreement to the City within fifteen (15) days from the date of mailing of said notice and Concession Agreement, and the certificate of insurance provided for in said Concession Agreement.

If any of the language or information in this Proposal conflicts with the language of the Concession Agreement it is agreed that the language of said Concession Agreement will govern.

6. Addenda:

The undersigned acknowledge receipt of the Addenda as listed below represents that any additions or modifications to or deletions from the terms called for in these Addenda are included in this Proposal.

Addenda # _____ Date _____

7. Acknowledgement of Proposal Required:

The submittal of this Proposal is the duly authorized official act of the Proposer and the undersigned officer of Proposer is duly authorized and designated by resolution of Proposer to execute this Proposal on behalf of and as the official act of Proposer, the day of _____, 2017.

By: _____

Title: _____

ATTESTED BY: _____

Title: _____

Corporation Only: Applicant further states that the following is a complete and accurate list of the names and addresses of the officers and directors of said corporation:

Name/Address

President

Vice President

Secretary

Treasurer

Directors

And, that the following officers are dully authorized to execute contracts on behalf of said corporation:

Applicant further states that the bid approval filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one other than representatives of its Licensor to fix the bid price of said Proposer or of any other Proposer; that all statements contained in such bid are true; that said Proposer has not, directly or indirectly, submitted his bid price or any breakdown thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, or to any member or agent thereof except representatives of its Licensor.

Signature _____

Title _____

SUBSCRIBED AND SWORN to me this ____ day of 2017.

Notary Public for the State of Nevada

Notary Signature: _____

NOTARY Commission expires: _____(Date)

EXHIBIT "C"

SEE SAMPLE CONTRACT LANGUAGE
ATTACHMENT

EXHIBIT "D"
FOOD AND BEVERAGE EQUIPMENT SUPPLIED BY ELKO REGIONAL AIRPORT

QUANTITY	
1	SUPERA WARMING LIGHTS
2	KIDDE BC RATED FIRE EXTINGUISHER
1	COKE PRODUCT DISPENSER
1	ICE-OMATIC MODEL ICEU22OHA ICE MAKER
1	SUPREME METAL NSF STANDING ICE BIN
1	BEVERAGE AIR MODEL BW79-B BOTTLE COOLER
1	SUPERIOR MODEL SP60-6 2 48" SANDWICH PREP TABLE
1	AMANA MODEL RFS11B COMMERCIAL MICROWAVE
1	SUPERIOR MODEL W4-2 WELL WARMER
1	LINCOLN REDCO LETTUCE SLICER
1	ORTEGA NACHO CHIP DISPENSER
1	SUPERIOR MODEL AK4060Y COMMERCIAL REFRIDERATOR
1	SUPERIOR MODEL T49F FREEZER
1	EMPLOYEE BULLETIN BOARD
1	6 FT STAINLESS HARWOOD PREP TABLE
9	RESTAURANT TABLES
36	RESTAURANT CHAIRS
7	RESTAURANT BAR STOOLS
2	HOODMART 26.5 INCH WIDE VENTLESS PORTABLE HOOD
1	ADMIRAL CRAFT DF 6L/2 22" DOUBLE COUNTERTOP FRYER
1	ADVANCE TABCO MODEL TT-304-X 48" X 30" STAINLESS TABLE
1	EURODIB MODEL HBS-250L 10 INCH LIGHT DUTY MEAT SLICER
1	ADMIRAL CRAFT MODEL GRID24 24 INCH GRIDDLE
1	WARING MODEL CTS1000 COMMERCIAL CONVEYOR TOASTER
1	WARING MODEL WCO500X 23 INCH HEAVY DUTY CONVECTION OVEN
1	BENCHMARK USA MODEL 60048 HOT DOG STEAMER
1	ADVANCE TABCO MODEL TT-240-X 30" X 24" STAINLESS TABLE
2	FOCUS FOODSERVICE MODEL FMK1836694CH 36 INCH MOBILE FOOD STORATE RACK
3	INTERNATIONAL MODEL THRE-30 3 INCH REFRIGERATOR THERMOMETER
1	DISPENSE-RITE WR-CT-4 4 SECTION BEVERAGE CUP DISPENSING RACK
1	DISPENSE-RITE FML-4 4 COMPARTMENT BEVERAGE LID DISPENSER
2	DURABLE PLASTIC TRASH CANS
1	NEW PORTABLE MOP BUCKET AND NEW MOP
1	INTERNATIONAL MODEL MKRBD2432 MENU BOARD WITH EASEL

1	INTERNATIONAL THP 2 STATION COFFEE POT WARMER
1	BOARD DUDES GLASS DRY ERASE BOARD 4 FT BY 3 FT MENU
1	Update International (APB-1424FD) - 4 Tray Display Case
2	Marquee Signage on Mountain City Hwy (NV225) Name of Restaurant

EXHIBIT "E"
AIRPORT FOOD & BEVERAGE PHOTOS



EXHIBIT "F"

SERVICES SUPPLIED BY AIRPORT UNDER CONCESSIONAIRE AGREEMENT

1. All utilities including water, sewer, trash (solid waste only), electricity, and natural gas, Concession only Internet Service, free WIFI for customers.
2. Hull insurance (building and capital equipment listed in Exhibit "E")
3. Insect and rodent pest control in restaurant areas on continual basis
4. Annual maintenance of vent less hood per operating manual
5. All repair costs associated with items in listed Exhibit "E" and repairs to plumbing, HVAC, power, and gas service to the restaurant concession area
6. Annual Fire Extinguisher and Fire Suppression Service per Elko City Building Code
7. Building Code Compliance and Fire Marshal Compliance as directed