

**REQUEST FOR BID AND RESULTING CONTRACT**  
**FOR**  
**SOFT DRINK AND BEVERAGE PRODUCTS**  
**FOR THE SALT LAKE COUNTY EQUESTRIAN PARK AND EVENT CENTER**

**SALT LAKE CITY, UTAH**

August 10, 2020

Proposal Due Date: August 31st, 2020  
For Information, Contact: Kristie Freeland at (385)-468-1602

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**REQUEST FOR PROPOSAL  
FOR  
SOFT DRINK AND BEVERAGE PRODUCTS  
FOR THE SALT LAKE COUNTY EQUESTRIAN PARK AND EVENT CENTER**

**SECTION 1 - INTRODUCTION**

SMG is currently managing the Salt Lake Equestrian Park and Event Center, hereinafter referred to as “Facility” under a management services agreement with Salt Lake County.

This Request for Proposal (“RFP”) is being issued to solicit interested parties in providing soft drink and beverage products at the facility. The successful Proposer will be the exclusive Vendor of these services.

This RFP does not commit to the awarding of a Contract, nor to pay any costs incurred in the preparation and submission of proposals in anticipation of a Contract. This RFP is intended to aid SMG in identifying and selecting a qualified Vendor in evaluating the responses to this RFP. SMG reserves the right to consider all elements entering into determining the qualifications of the Proposers. SMG also reserves the right to cancel this solicitation at any time without any liability.

Submit responses and questions concerning this RFP to: Kristie Freeland

SMG/Equestrian Park and Event Center  
2100 West 11400 South  
South Jordan, Utah 84095  
Phone: (385) 468-1602 Facsimile: (385) 468-1613

## SECTION 2 - GENERAL INSTRUCTIONS

### 2.1 DEADLINE FOR PROPOSALS

Proposals shall be received by SMG not later than 3:00 p.m. Mountain Standard time on August 31, 2020. Proposals may be scanned into Utah Procurement Public Place (UP3) along with related bid documents, i.e. licenses, certifications, descriptive literature, etc., or hand delivered during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. to the address below. Facsimile proposals are **not acceptable**.

### 2.2 SIGNIFICANT DATES

Proposal Start Date	August 10, 2020
Proposal End Date	August 31, 2020

### 2.3 ADDRESSEE

All Proposals should be addressed to the following:

SMG/Salt Lake Equestrian Park  
2100 W 11400 S  
South Jordan, Utah 84095  
Attention: Kristie Freeland

### 2.4 NUMBER OF COPIES

If hand delivered five (3) copies of the proposals must be submitted.

## 2.5 ORGANIZATION OF RESPONSE

Section 5 of this document is an outline for the bid response. Each item must be answered and the format followed according to the outline.

## 2.7 AUTHORITY

Proposals shall be properly executed by duly authorized officers of the Bidder(s) as follows:

- a) If the Proposer is a corporation, the proposal shall be signed in the name and under the seal of the corporation by a duly authorized officer of the corporation, with the designation of his official capacity and attested properly. The proposal shall show the state in which the corporation is chartered. If it is a foreign corporation, the proposal shall show whether or not it is licensed to transact business in the state of Utah.
- b) If the Proposer is a firm or partnership, the proposal shall be signed in the name or style under which the organization is doing business by the proper officer(s) whose official capacity shall be designated. The name and address of each member of the organization shall be shown on the proposal.
- c) If the Proposer is a joint venture, the proposal shall be signed by each of the persons or firms which are a party to the joint venture agreement. A certified copy of the joint venture agreement shall be attached to the Proposal. A joint venture will not be accepted unless the joint agreement or some other signed and legally binding instrument is certified and attached to the proposal, containing provisions for one of the parties to the joint venture to be in full direction of the project and to exercise this direction through a single individual, and to be appointed Manager of Operations with the consent of all parties to the joint venture.

## 2.8 WRITTEN QUESTIONS REGARDING INTERPRETATION OF THE RFP AND CONTRACT DOCUMENTS

At any time during this procurement up to August 17, 2020 Proposer(s) may request, in writing, a clarification or interpretation of any aspect of the RFP and Contract Documents. Such written requests shall be made to the above addressee. The Proposer making the request shall be responsible for its proper delivery to SMG.

If it should appear to a prospective Proposer that the performance of the work under the Contract or any of the matters relating thereto, is not sufficiently described or explained in the RFP or Contract Documents, or that any conflict or discrepancy exists between different parts thereof or with any federal, state or city law, ordinance, rule, regulation, or other standard or requirement, then the Proposer shall submit a written request for clarification to SMG within the time period specified above. All responses prepared in reply to a request for clarification will be posted into Utah Procurement Site.

## 2.9 NOTIFICATION

SMG intends to complete evaluations in a timely and efficient manner. Qualified Proposer(s) may be selected to prepare formal presentations. SMG will notify all Proposer(s) in writing of the disposition of their response upon selection of the successful Proposer.

## 2.10 HEADINGS

All headings used in this RFP are inserted only as a matter of convenience or reference and shall not be used to construe the terms and provisions contained herein.

## 2.11 CONDITIONS AND LIMITATIONS

The proposals and any information made a part of a proposal will become part of SMG's official files without obligation on SMG's part to return them to the original Proposer(s).

This RFP and the selected Proposer(s) response will, by reference, become part of the formal Contract between SMG and the selected Proposer resulting from this solicitation.

## 2.12 DUE DILIGENCE

Prior to submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigations and examinations shall not relieve the successful Bidder from the obligation to comply, in every detail, with all provisions and

requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

Lack of knowledge by the Bidder of applicable Federal, State, County and local laws, ordinances, rules and regulations which affect the subject matter will in no way be a cause for relief from responsibility.

## 2.13 ORAL PRESENTATIONS

Following evaluation of written proposals, Bidder(s) may be requested to offer oral presentations to SMG. Failure to comply with such request will disqualify Bidder from bid process.

## 2.14 INSURANCE

The Vendor, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

A. Workers' compensation and employer's liability insurance as required by the State of Utah, unless a waiver of coverage is allowed and acquired pursuant to Utah law. This requirement includes contractors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, the Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

B. Commercial general liability insurance, on an occurrence form, with SMG as an additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect SMG, the Contractor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Contractor's operations under this Agreement, whether performed by the Contractor itself, any subcontractor, or anyone directly or indirectly employed or engaged by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, and completed operations. The policy shall be primary and not contributing to any other policy or coverage available to SMG whether such coverage is primary, contributing or excess.

C. Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, in the minimum amount of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence for property damage, or a single combined limit of \$1,000,000.

### SECTION 3 - SCOPE OF SERVICES

#### 3.1 SCOPE OF SERVICES

##### SPONSORSHIP FOR THE EQUESTRIAN PARK

Sponsorship is being requested for the Equestrian Park.

1. Equestrian Park
  - a. In return for the upfront sponsorship money, Facility will provide two (2) indoor arena signs (to be supplied by the vendor).
  - b. Facility will also put banners up at all six (6) horse arenas and the race track indicating that the Salt Lake County Equestrian Park is sponsored by the contracted Vendor. (Banners must be provided by the vendor.)
  - c. Contracted vendor will be acknowledged on the website as the official drink provider for the Salt Lake County Equestrian Park and Events Center.
  - d. 20 Second video stream on screen in foyer.

\*Please indicate the amount of sponsorship money you will give each year in order to be the official beverage of the Salt Lake County Equestrian Park.

##### PRODUCT FOR THE SALT LAKE COUNTY EQUESTRIAN PARK

Enter the required pricing and quantity being requested below:		
<b>Product</b>	<b>Size</b>	<b>Price</b>
Syrup Boxes (estimate of 900 per year)	5 Gallon	
CO2 Canisters	20 lb.	
Case of 32 oz. Cups	480 per case	
Case of 32 oz. Lids	960 per case	
Case of 22 oz. Cups	1000 per case	
Case of 22 oz. Lids	2000 per case	
Case of 16 oz. Cups	1000 per case	
Case of 16 oz. Lids	2000 per case	

- Contracted vendor will provide one (1) fountain drink dispensing machine to the Facility at no cost to the Facility. Fountain must dispense a minimum of six (6) different types of soda.
- Contracted vendor will provide a menu board for the concession stand with lettering to go on the board.



- Contracted vendor will provide a maximum of two (2) portable concessions stands to sell product in various locations on the Equestrian Park grounds for large events.

DRINK MACHINES

1. Contracted vendor will be responsible to provide a minimum of two (2) drink machines to be located within the Facility.
2. Contracted vendor will also provide all maintenance and product for machines.
3. Contracted vendor will be responsible for stocking machines and response to inquiries by the Facility within 24-hours of receiving the request.
4. Facility provides spaces for drink machines within the Facility in return for a percentage of product sales.

\*Please indicate the percentage of product sales that will be returned to the Salt Lake County Equestrian Park each year under the terms listed above. \_\_\_\_\_ %

REFERENCES

Please include a written list of names and addresses of three (3) references that are currently receiving the same services that are required in this solicitation. Failure to supply the County with said reference list or failure to supply the County with an explanation acceptable to the Salt Lake County as to the absence of said list may render your bid non-responsive.

These references shall be from service contracts maintained by the bidder that will support the contract if awarded to bidder. (These will be checked during the evaluation process.)

**SECTION 5 - TERM OF CONTRACT**

5.1 TERM OF CONTRACT

The term of this Contract shall be as follows:

**Base Period**

Two (2) years

**First Option Period** (if exercised by SMG)

Two (1) year

## 5.2 EXERCISE OF OPTION

During the final year of the Base Period and during the final year of the First Option Period (if exercised), SMG will review the overall performance of the Contractor and assess the advantages and disadvantages of exercising the First Option Period. The Option Periods may be exercised at SMG's sole discretion. The Contractor acknowledges and agrees that it has no legal expectation or right for the exercise of any option period in the Provider's favor. SMG shall notify the Contractor of its intent to exercise an option at least 30 days prior to the end of the Base or Option Periods.

## SECTION 6 - PROPOSAL SPECIFICATIONS

### 6.1 GENERAL REQUIREMENTS

Each Proposal must include the following:

- a. Type of entity (e.g. corporation, partnership, sole proprietorship).
  - (1) Proposals submitted by corporations must be signed by an authorized representative of the corporation in the legal name of the corporation, and must include the state of incorporation and the name and titles of the principals.
  - (2) Proposals submitted by a partnership must include the names of all partners and be signed by at least one of the partners.
- b. A brief description and history of Proposer's organization, including an organizational chart that sets forth the management structure of the company.
- c. An itemized summary of the Proposer's service experience for facilities comparable to the SPCC for the past five years. Please include the following:
  - (1) A list of facilities for which your firm presently provides services on a preferred and/or exclusive basis.
  - (2) A list of Convention Center facilities you are contracted to provide in-house services to.
  - (3) A list of clients served that is comparable to the SPCC, including at least three references that may be contacted by SMG.
- d. Describe the company's training program for employees.
- e. A sample price list.

### 6.2 PRICING SCHEDULE

Provide the commission structure the Proposer is offering the facilities for equipment rentals, labor and any minimum guarantee for audio-visual services and rigging inspection services.

## **SECTION 7 – EVALUATION, NEGOTIATION AND AWARD**

### **7.1 EVALUATION, NEGOTIATION AND AWARD**

Proposals will be evaluated based on the specific responses to all individual items, with consideration given to how they relate to, the Bidder's qualifications, proven expertise, experience in the industry, overall marketing support, quality of management and staff, customer service philosophy, as well as financial considerations, proposed equipment levels, and completeness of the response. As previously stated SMG reserves the right to consider all elements entering into determining the qualifications of the Bidder, and to accept or reject any or all bids and any part or parts of any bid.

## **SECTION 8 – GROSS PRODUCT PURCHASES**

It is estimated that the quantity of annual purchases for the Facility is 260 cases of product with 24 unites in each case.