

County of Ingham

Request for Proposals (RFP) Packet #198-19



Concession Services for the Ingham County Fairgrounds Main Arena

**Sealed Proposals Due:
October 10, 2019 at 11:00 A.M.**

**Sealed Proposals shall be delivered to the:
Ingham County Purchasing Department
121 E. Maple St.
Mason, Michigan 48854**

Phone: (517) 676-7222

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1.0 PURPOSE

Ingham County is requesting proposals to provide concession operations for multiple events within the Main Arena at the Ingham County Fairgrounds. The objective is to obtain concession services with the best available experience and pricing system. Services sought in this RFP are for Main Arena events only and are exclusive of horse shows.

2.0 INTRODUCTION

The Concessionaire will be responsible for providing the necessary staff, equipment, merchandise, equipment and trailer security, permits, safety protocols, insurance and all other items normally required of a business outlet. Utilities including water, electrical, and waste disposal shall be provided by the County.

Ingham County will consider each offer of services, but is primarily interested in those which are considered to be in high demand by the visiting public, congruent with normal fair activities, and not readily available from other sources/vendors in the immediate area. The Concessionaire will provide all authorized services during hours the public can reasonably expect services to be available. Concessionaire will provide an operation plan which will include specific days of operation and hours. Failure to perform services according to schedule without Ingham County approval shall be considered non-performance.

Concession services may include but are not limited to, food, drink and/or ice sales, clothing sales, and souvenirs. The area to be assigned to the Concessionaire will include an area within the Main Arena building from which to operate sales.

3.0 SITE VISITS

A visit to the Fairgrounds area is suggested for familiarization of physical conditions and/or limitations involved, and to become acquainted with the existing concession businesses in the area of the operation contemplated. To schedule an appointment, proposers should contact Ms. Lindsey McKeever, Fairgrounds Events Director, at (517) 676 -2428. The address of the Ingham County Fair is 700 E. Ash Street, Mason, MI 48854.

4.0 BACKGROUND

Beginning in 1854, the Ingham County Fair continues to be one of the County's main annual attractions. Arriving the first week in August, this event, overseen by the Fair Board, involves families from all over the County, from Lansing to Stockbridge, and plays a very important role in the community and the County. The Board works closely with 4-H Clubs in the area and gives young people from age 5 to 19 the opportunity to display skills learned through their clubs, demonstrate teamwork, and earn recognition for their work at the Fair. The Board also maintains

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the fairgrounds and rents the facilities during the off-season for horse, sporting, RVs, and rabbit shows, flea markets and craft shows, all bringing thousands of visitors to the region.

The Main Arena was constructed circa 1984 and measures 159' x 218'. This building houses many events including horse shows and other animal shows during the Fair. One of the Board's goals is to change the existing use of the building into a multi-purpose building to be used for other venues such as carnivals and various types of indoor events throughout the year.

It is anticipated that the Fair will host approximately 28-30 events for the year apart from the horse shows. The events are most typically on the weekends, however that does not mean that there could not be a weekday event. The times are usually 9 A.M. – 5 P.M., but do vary depending on the event coordinator. The attendance varies based on the event, however usually larger shows draw 500 - 5,000 visitors.

5.0 SUBMISSION REQUIREMENTS

5.1 Registering as a Vendor with Ingham County

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Julie Buckmaster at jbuckmaster@ingham.org for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

5.2 Pre-opening Inquires and Response

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James Hudgins at jhudgins@ingham.org. The deadline for submitting final questions is no later than **3:00 P.M. on October 2, 2019**. In the subject line of the email reference the packet number and title of this RFP.

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5.3 Due Date, Time & Location

Proposals will be received no later than **11:00 A.M., local time prevailing, on October 10, 2019**, at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department
Attention: James C. Hudgins, Jr., Director of Purchasing
121 E. Maple St., Room 203
Mason, Michigan 48854

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

5.4 Submission of Proposals

Proposers are required to submit *an original (clearly marked) along with two (2) copies* by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside **“Packet #198-19, Concession Services for the Ingham County Fairgrounds”**. Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also required to submit an electronic version of their proposal to packetresponse@ingham.org by the due date and time set. The electronic submittal must contain your firm’s name and **“Packet #198-19, Concession Services for the Ingham County Fairgrounds”** in the subject line. If you have trouble submitting the electronic version please email Julie Buckmaster, jbuckmaster@ingham.org to upload your proposal.

Proposers shall complete and include with their submittals the following enclosed items:

- ✓ Local Purchasing Preference Form;
- ✓ Addenda Form;
- ✓ Legal Status of Bidder Form;
- ✓ Non-Collusion Form;
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form;
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages);
- ✓ Signature Form; and
- ✓ The Statistical Questionnaire is strictly optional.

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5.5 Timely Submittals

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the Purchasing Department. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

5.6 Deliveries

Should you decide to utilize an express delivery service, please note that the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

5.7 Preparation of Proposal

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, design, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal.

5.8 Proposal Process

Proposals, which do not completely address all the solicitation requirements, will be considered non-responsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

5.9 Authority to Bind Firm in Contract

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Sheet.

5.10 No Submittal

If you desire not to respond to this RFP, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” via an email to jhudgins@ingham.org. Please also state the reason for not submitting a proposal. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity. **In the subject line of the email reference the packet number and title of this RFP.**

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5.11 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

6.0 GENERAL INFORMATION

6.1 Conflict of Interest

By submitting a proposal, the Proposer certifies that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer/Contractor shall immediately disclose in writing the conflict of interest to the County. The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor.

6.2 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at <http://pu.ingham.org/Home/Policies.aspx>.

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6.3 Advice of Omission or Misstatement

In the event it is evident to a proposer responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at jhudgins@ingham.org of such omission or misstatement. **In the subject line of the email reference the packet number and title of this RFP.**

6.4 Notification of Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of ninety (90) days.

6.5 Rights to Pertinent Materials

All responses, inquires, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposers that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

6.6 Firm Pricing for County Acceptance

The proposal price must be firm for County acceptance for ninety (90) days from the proposal opening date, unless the proposer specifically notes otherwise.

6.7 Cost of Preparation

The County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.

6.8 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

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6.9 Addendum

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding.

6.10 Workplace Diversity

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons - 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander - 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

6.11 Prime Contractor Responsibilities

The Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Furthermore, Ingham County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

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6.12 Independent Price Determination (Non-Collusion)

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices of the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,
4. The price quoted is not higher than that given to the general public for the same service.

6.13 Exceptions

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

7.0 CONTRACTUAL TERMS AND CONDITONS

7.1 Nondiscrimination Clause

The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

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Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statutes, ordinances, rules, regulations, or policies within the past three (3) years.

7.2 Indemnification and Hold Harmless

The Proposer who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

7.3 Contractor Insurance Requirements

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County of Ingham and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).

- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all

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Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage's, with limits of liability of not less than \$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage is primary, contributing or excess." The appropriate boxes must be check under the "Addl Insr" heading on the Certificate of Insurance.
- e) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854."
- f) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor's policy.

If any of the above coverage's expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

7.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

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7.5 Compliance with the Law

Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

7.6 Living Wage Requirement

Ingham County policy requires vendors contracting with the County primarily to perform services to pay their employees a living wage if the following two (2) conditions apply:

- a) The total expenditure of the contract or the total value of all contracts the vendor has with the County exceeds \$50,000 in a twelve-month calendar; and,
- b) The vendor employs five (5) or more employees.

In Ingham County, living wage is defined as an hourly wage rate which is equivalent to 125% of the federal poverty level for a family of four. For 2019, the living wage is \$16.10 per hour and is subject to change annually. Twenty percent (20%) of the living wage costs paid by the employer can be for an employee's health care benefits. This wage rate applies to part and full-time employees who work on County contracts.

See <http://pu.ingham.org/Home/TermsConditions/LivingWage.aspx> for more information.

7.7 Independent Contractor

The Proposer who is selected as the Contractor shall be an independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

8.0 EVALUATION, AWARD & TIMELINE

8.1 Award of Contract

Award shall be made to the most responsible and responsive proposer(s) whose proposal is determined to be the most advantageous to the County provided that the proposal has been submitted in accordance with the terms and conditions of the RFP.

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8.2 Right of Rejection

The County reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the County's best interests at its sole discretion even though not the lowest cost.

8.3 Contract Term

The anticipated term for this contract is three (3) years with an option to renew the contract for an additional two-year period.

8.4 Contract Approval

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation.

8.5 Contract Development & Preparations

1. Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.
2. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.
3. Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.
4. The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer.

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5. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.
6. The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

8.6 Notification of Award

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County's website at <http://pu.ingham.org/Home/BidArchives.aspx>.

8.7 Contract Execution

The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County. A valid and enforceable contract exists when an agreement is fully executed between the parties.

The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) days of commencement of work under contract furnish the required insurance. The Certificate of Insurance, as required shall be delivered to the Ingham County Health and Purchasing Departments.

8.8 Escalation Clause (for multi-year service contracts)

1. The Ingham County Board of Commissioners (Board) recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.
2. Price adjustments may be requested pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term's expiration date.
3. Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

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4. The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

9.0 PRICES

Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall be inclusive of all costs involved with the services contained in this RFP.

10.0 SCOPE OF SERVICES

10.1 Concession Requirements

The Concessionaire shall furnish equipment and fixtures necessary for an attractive display and storage of food and merchandise. No open flame, fryers or alcohol are permitted.

The Concessionaire must provide concession services for every Main Arena show, excluding horse shows, county events, and food centric events, regardless of attendance, sales amounts, or length of event.

All of the signage, equipment and fixtures used in any concession operation shall be subject to prior and on-going approval by the Fair Director, or her/his designee, as to appearance, appropriateness and safety. All concession equipment and trailer must be removed and properly stored from the Main Arena at the end of each day unless approval has been made in writing by the Fair Director, or designated representative. The County may provide an off-season designated storage area for the Concessionaire's trailer and equipment.

The Concessionaire is not authorized to make alterations, modifications, or functional changes to any space assigned except by prior written approval of the Fair Director. Advertising may be allowed upon the express written approval of the Fair Director.

Concessionaire may accept requests for alternate menu items from the show organizers which would be agreed upon between those two parties.

The cash register shall have sufficient totals to record major categories, including sales tax and the total purchase and must automatically issue an itemized customer receipt showing total amount purchased, date and name of concession.

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10.2 Utilities

Utilities including water, electrical, and waste disposal shall be provided by the County.

10.3 Rules & Regulations

The concessionaire shall strictly control all food, litter and waste generated by its operation in the immediate area of the concession. Self-closing trash receptacles are preferred, regular litter pick up and complete removal from the Main Arena of all litter and trash receptacles daily along with the concession facility shall be required.

10.4 Personnel

Employees shall observe all applicable County rules and regulations and exercise courtesy and consideration in their relations with the public. The Concessionaire shall require employees who come in contact with the public to wear a uniform or badge, with a name tag, to show they are employees of the Concessionaire. The employees will be allowed access to the concession Fair location for business purposes only.

10.5 Compliance Requirements

The Concessionaire shall comply with the requirements of all applicable Federal and State laws and regulations, as appropriate, relating to health, minimum wage, social security, unemployment insurance, worker's compensation, and equal employment guidelines.

The Concessionaire shall not employ any person declared by the Fair Director, to be unfit for such employment or be determined otherwise as objectionable. Concessionaire is responsible for or required to provide a current and updated list of employees to the Fair Director and notifying her/him of any changes in staffing.

10.6 Concessionaire Reporting & Fee

The Concessionaire shall furnish a monthly financial statement to the Fair Office on or before the 15th day of the succeeding month. The financial statement shall reflect the amount of total gross receipts collected by Concessionaire during the preceding month. Along with the submission of the financial statement, Concessionaire shall include a commission fee based on the authenticated total of the total gross sales for Fair Concession Operations sold. Said fee shall be calculated by multiplying the gross receipts of the preceding month by the percentage bid by Concessionaire. If no sales are conducted during the month, a negative sales report shall be provided.

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Concessionaire shall keep a ledger stating the dates and hours that the concession is in operation. The ledger shall be signed by the Fair staff each day to acknowledge that the concessionaire is providing the service as stated in the contract agreement. This ledger is to be turned in each month along with the monthly financial statement.

10.7 Charges to the Public

In establishing rates, primary consideration should be given to the prices charged for similar classes of services and merchandise furnished or sold in local markets. The principal objective of any price review procedure is to assure the public of satisfactory service and quality merchandise at reasonable rates.

10.8 Record of Accounts

Concessionaire shall prepare and maintain accurate and complete records reflecting the receipts and expenses under this contract. Ingham County may audit these records and accounts within a reasonable time.

10.9 Payment Provisions

Concessionaire shall pay Ingham County on or before the 15th day of the month after the month in which proceeds are received. The payments shall be calculated by multiplying the gross receipts of the preceding month by the percentage proposed by the Concessionaire. Concessionaire must send a written statement showing the amount of gross receipts during the preceding month with these monthly payments.

10.10 Manner of Operations

Concessionaire shall perform in an efficient and orderly manner as is customary in similar operations, and will endeavor to employ only persons who are suitable for the operation in appearance, manner, and character. The County may require the Concessionaire to dismiss from the premises any employees of the Concessionaire whose conduct is improper, inappropriate or offensive.

10.11 Supervision & Inspection

The Fair Director or her/his designee will maintain a continuing evaluation and inspection of the concession service to determine that the Concessionaire is complying with all provisions of the contract. The evaluation will include, but not be limited to, the quality of the service rendered and the prices charged the public, the nature and quality of the articles offered for sale to the public, neatness of the premises and employees, and non-discrimination policies of the concession with relation to both employment and service to the public.

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11.0 GENERAL FAIRGROUND RULES

1. Soliciting: No soliciting is allowed. No one may sell any item or service except under an approved concession contract.
2. Noise Limit: Visitors will not create excessive noise, excessive being a level which disturbs other visitors or adjacent residents. All generators and/or amplified music must be turned off between the hours of 10:00 p.m. and 9:00 a.m.
3. Minors: Adults are responsible for their minor children's actions.
4. Alcohol: No alcoholic beverages may be sold, unless approved by the Fair Board.
5. Solid Waste: No garbage or other solid waste may be dumped or littered on the Fairground premises. Garbage must be deposited only in containers.

12.0 GROSS REVENUE

After considering the service requirements in the RFP, the Proposer will provide the percentage of gross revenue the Contractor will pay Ingham County. The revenue will be derived from all receipts associated with providing the Concession Services at the Ingham County Fairgrounds Main Arena.

Multiple percentages of gross receipts for each contract year are unacceptable and will render your proposal non-responsive and result in rejection of the proposal. The proposer may propose a different percentage figure for each year.

13.0 REQUIRED DOCUMENTATION

The following documentation shall be submitted with the proposal. Please note this section may not address all documentation required by the RFP. The proposer is cautioned to read the entire RFP to determine all requirements. Ingham County reserves the right to reject any proposal which does not contain all information required by this RFP.

To achieve a uniform review process and to obtain a maximum degree of comparability, Ingham County requires that proposals be separated by tabs and submitted in the following order:

13.1 Title Page

List the RFP subject; the proposer's name; the name, address, and telephone number of a contact person; and the date of the proposal.

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13.2 Transmittal Letter

Submit a signed letter briefly addressing the proposer's understanding of the work to be done, the commitment to do the work detailed within this RFP, and a statement explaining why the proposer believes it to be best qualified to do the required work.

13.3 Approach

Address the Proposer's ability and approach to provide the required equipment and services. The description must include products the Proposer is authorized to carry.

13.4 References

Furnish references from at least three (3) contracts in which the Proposer has provided similar goods or services within the last five (5) years. Include (a) a description of the sales and location of the contract and (b) the name, address and telephone number of the customers. Ingham County may contact or visit any of the listed customers to evaluate the services proposed in response to this RFP.

13.5 Proposer Representative

Include the name and telephone numbers of the designated individual(s), who will answer technical and contractual questions with respect to the proposal.

13.6 Financial Statement

Provide a Financial Statement for the last two (2) years.

13.7 Management Experience

Describe actual experience involving management of retail sales operations.

13.8 Gross Revenue

Submit a list of all concession services to be provided and the percentage of gross receipts sales the County will receive for those services as detailed below:

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| <u>Contract Year</u> | <u>% of Gross Receipts</u> |
|---|----------------------------|
| Base Contract Year (May 1, 2020 – April 30, 2021) | _____ % |
| Second Year | _____ % |
| Third Year | _____ % |
| Fourth Option Year | _____ % |
| Fifth Option Year | _____ % |

13.9 Operating Plan & Budget

Describe your Operating Plan and Budget that includes, but is not limited to the following:

- Pricing structure with basis for all fees
- An estimate of concession sales for the first year of the contract
- Staffing and equipment requirements
- Operating/maintenance costs, including insurance
- Capital costs
- Days and hours of operation
- Description, plan, sketches, and/or photograph of proposed trailer, displays, etc.

13.10 Other Information

Use this section to include any additional information that might assist the Evaluation Team in reviewing your proposal. Include the required County Forms in this section.

14.0 GENERAL PROVISIONS

14.1 No Preferential Right

Contractor is not granted a preferential, exclusive, or monopolistic right to provide other services in County buildings. However, there is a sole right to provide Fair Concession Operations as specified in this contract.

This Contract does not prohibit or curtail operations conducted in County buildings by other Contractors now authorized or to be authorized in the future by County to provide any other service.

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14.2 Removal of Equipment

In the event the contract is terminated, contractor shall remove all equipment within thirty (30) days upon receipt of termination notice by Ingham County. Any equipment not removed by Contractor will be stored by the County for a period of one year. After one year, the equipment will be presumed abandoned and will be disposed by auction if not retrieved before the auction.

14.3 General Conditions

Contractor represents that she/he has thoroughly examined the drawings if provided, scope of work, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding the facility for delivery of material, equipment and/or services as required by the proposal conditions.

14.4 Contractor Certifications

Contractor certifies that it is a duly qualified and capable business entity, Contractor is not in receivership and does not contemplate it, and Contractor has not filed for bankruptcy and does not contemplate it. Further Contractor certifies that Contractor is not currently delinquent with respect to payment of property taxes within Ingham County.

Contractor warrants that all applicable copyrights, patents, and licenses which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and any rights granted to County shall apply for the duration of the contract.

14.5 Termination for Default

Failure by the Contractor to perform any provisions of this contract shall constitute a breach of contract. The County may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the TEN (10) calendar days shall constitute a Default.

The County reserves the right to enforce the performance of this contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the Contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of Termination for Default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this contract.

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14.6 Notices

Any notice required or permitted to be given under this contract by one party to the other shall be in writing. The address of County for all purposes under this contract shall be:

Ms. Lindsey McKeever
Ingham County Fairgrounds Events Director
700 E. Ash St.
Mason, MI 48854

14.7 Additional General Provisions

1. Contractor must comply with all federal and state laws and regulations, city and county ordinances, orders, and regulations, relating in any way to this contract.
2. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
3. Contractor must pay all taxes and license fees imposed by the federal and the state governments and their agencies and political subdivisions upon the property and business of Contractor.

15.0 INVOICING

1. The Contractor shall invoice the Ingham County Fairgrounds Events Director unless otherwise advised, upon satisfactory receipt of an itemized invoice detailing at a minimum services rendered, dates of services, hourly rates, invoice number, and remit to address.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of services.
3. The County shall notify the Contractor of any adjustments required to invoice.
4. Invoices shall only be issued by the Contractor who is awarded a contract.
5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the agreement.

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LOCAL PURCHASING PREFERENCE FORM

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a “local vendor” and therefore have your bid evaluated with the 10% local purchasing preference? ___ Yes ___ No

If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted.

2. Complete Legal Firm Name: _____

3. Company Address: _____

4. Company Phone: () _____

5. Email: _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature: _____

8. Date: _____

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

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ADDENDA FORM

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date _____ #2 date _____ #3 date _____

SIGNED THIS _____ DAY OF _____, 2019

Respectfully Submitted,

BY: _____
Authorized Signature of Proposer

TITLE: _____

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LEGAL STATUS OF PROPOSER FORM

(Please Type or Print Clearly in Ink)

(The Proposal shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Corporation

Name

Title

Address

Phone #

Email

Fax #

Federal Tax I.D. Number

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NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER FORM

(Please Type or Print Clearly in Ink)

I, _____, of _____
(Name and Title) (Company Name)

Attest to the following:

(1) That I am fully informed respecting preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(2) That my Proposal is genuine and not a collusive or sham proposal;

(3) Neither myself nor any of our officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed Contract;

(4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signature)

(Date)

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CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012
(Please type or print clearly in ink only)

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

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STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

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676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

Company Name

Phone #

Address, City, State, Zip Code

Email address

Signature

Date

Print Name

Title

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SIGNATURE FORM

(Please type or print clearly in ink only)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm: _____

Order from Address: _____

Remit to Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ Fax No.: (____) _____

Date: _____

Send Notification of Award to: _____

(First and Last Name)

E-mail of Person Receiving Award Notification: _____

If issued, post bid addendum should be sent to: _____

(First and Last Name)

E-mail of person for post bid addendum: _____

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STATISTICAL QUESTIONNAIRE FORM - OPTIONAL

(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of proposers and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other Proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?

| | | | |
|------------------------|--------|-------------------|--------|
| Female | _____% | | |
| Physically-disabled | _____% | | |
| Veteran | _____% | | |
| African-American | _____% | Caucasian | _____% |
| Asian-Indian American | _____% | Hispanic-American | _____% |
| Asian-Pacific American | _____% | Native-American | _____% |

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:

| | | |
|-----------------------------------|---|--|
| <input type="checkbox"/> Female | <input type="checkbox"/> African-American | <input type="checkbox"/> Caucasian |
| <input type="checkbox"/> Disabled | <input type="checkbox"/> Asian-Indian American | <input type="checkbox"/> Hispanic-American |
| <input type="checkbox"/> Veteran | <input type="checkbox"/> Asian-Pacific American | <input type="checkbox"/> Native-American |

3. Complete Legal Firm Name: _____

4. Company Address: _____

5. Company Phone: () _____ Email: _____

6. Name and title of person authorized to sign on behalf of your company:

7. Signature/date: _____