

Request for Proposals
for
Concession Services
at the
Midco® Aquatic Center in Sioux Falls, South Dakota
City of Sioux Falls, South Dakota
Proposal Request No. 16-0033

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Request for Proposals for Concession Services at the Midco® Aquatic Center

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified Concessionaire to provide and manage quality concession services for patrons at the Midco® Aquatic Center in Sioux Falls, SD.

The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services, as required by the City, consistent with generally accepted operations of a public concession service facility. It is the desired goal of the City to have an executed agreement with the successful Proposer no later than Friday, May 20, 2016.

1.02 Contact Person, Telephone, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing to Matthew Newman, Business Analyst, Finance Office, at mnewman@siouxfalls.org. Answers to questions will be posted to the City’s website at www.siouxfalls.org within two (2) business days. The deadline for questions is 2 p.m., Central time, Friday, March 25, 2016.

Proposers, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Business Analyst. Other means of communications or contact may disqualify the Proposer.

Submittals must be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

1.03 RFP Schedule of Events

This schedule of events represents the City’s best estimate of the schedule that will be followed for this RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: March 4, 2016.
- Letter of Interest is due: March 14, 2016.
- Preproposal Meeting: March 16, 2016.
- Deadline for Questions: March 25, 2016.
- Proposals Due: March 31, 2016.
- Review of Proposals: April 1–5, 2016.
- Vendor Interviews, if necessary: April 6–8, 2016.
- Intent to Award Contract Approximately: April 12, 2016.
- Execute Contract: May 20, 2016.
- Midco® Aquatic Center Opens: Fall 2016.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original hard copy (marked “Original”) and seven (7) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Central time, on Thursday, March 31, 2016.**

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: Matthew Newman
Concession Services
at the
Midco® Aquatic Center in Sioux Falls, SD
RFP No. 16-0033
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office no later than **2 p.m., Central time, on Thursday, March 31, 2016.** Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Proposers assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

1.05 Preproposal Meeting

A preproposal meeting will be held on Wednesday, March 16, 2016, at 9 a.m. at the Midco® Aquatic Center. A tour of the facility will be part of the meeting.

1.06 Questions and Addenda

If deemed necessary, addenda to the RFP will be issued and posted to the City's website. No addenda will be issued after 5 p.m., Friday, March 25, 2016.

Section 2 Scope of Work

2.01 Introduction and Background Information

The agreement is for providing concession services at the Midco® Aquatic Center. Specific information regarding the Midco® Aquatic Center can be found in Section 2.05 below.

The term of the agreement is intended to be three years with the option to renew, by mutual agreement, for a second three-year term.

The Midco® Aquatic Center will operate on a calendar fiscal year. Floor plans, are included as Exhibit A to the RFP.

The concessions agreement will be developed by the City's legal counsel and will detail the standards of performance for the concession operations based on the Concessionaire's proposal, generally accepted concession service agreement standards, and the City's rules and regulations. The agreement may contain such other terms, conditions, and provisions as are deemed necessary to protect the City's and the Concessionaire's interest therein as advised by the City's or Concessionaire's legal counsel.

2.02 Goals and Objectives

It is the City's intention to provide a professionally run concessionaire service that complements the program of activities at the Midco® Aquatic Center and is consistent with all laws, ordinances, and regulations. Concessionaire will have exclusive rights for all concessions and catering in the Midco® Aquatic Center.

2.03 Definitions

- A. "Accounting Period" shall refer to a six-calendar-month period of which there must be two within each calendar year.
- B. "Agreement" shall refer to the contract executed between the Concessionaire and the City, in accordance with these specifications and the Concessionaire's proposal submitted and accepted by the City, all of which will be incorporated into the agreement.
- C. "Agreement Year" shall refer to the period between January 1 and December 31 every year of the agreement until the agreement terminates, except for YEAR ONE, the Agreement Year shall be the commencement date of the agreement through December 31, 2016.
- D. "City" shall refer to the City of Sioux Falls, South Dakota. All correspondence should be addressed to Mr. Matthew Newman, Business Analyst, City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402.
- E. "Commissions" shall refer to the percentage of gross receipts that the Concessionaire will pay to the City each accounting period.
- F. "Concession Sales" shall refer to all food, beverages, and merchandise sold by the Concessionaire at the Midco® Aquatic Center.
- G. "Direct Operating Costs" are the actual out-of-pocket costs of the concession service operation incurred at the Midco® Aquatic Center and paid for by the Concessionaire.
- H. "Concessionaire" shall refer to that party selected by the City to provide the concession service.
- I. "Concession Service" shall refer to the exclusive sale of all food, beverages and merchandise at the Midco® Aquatic Center
- J. "Gross Receipts" shall refer to the total amount of money and service, charged by the Concessionaire, any agent, any employee, or any subcontractor of the Concessionaire for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the agreement, excluding only applicable sales taxes. Neither shortages in excess of one-quarter percent (1/4%) of concession sales or any bad debts, may be deducted from gross receipts.

- K. "Proposer" shall refer to any person or entity submitting a proposal to provide the services as defined by and in accordance with this Request for Proposal.
- L. "Small Wares" shall refer to the service ware, utensils, crockery, glassware, dishware, and cutlery used in the concession service operation.
- M. "Specifications" shall refer to this Request for Proposal.

2.04 Financial Terms

The Proposer will propose their financial terms based on gross receipts and will identify all equipment and furnishing necessary to support their proposed menu as well as any equipment or funding for additional equipment to be provided by the concessionaire.

Concessionaire shall collect all proceeds from the operation of the concession services under this agreement and maintain accurate records and reports with respect to such proceeds. Concessionaire shall have proper security, inventory, and supply control procedures to ensure the accurate accounting for and depositing of funds and preservation of inventory, supplies, and other products used in providing concession services.

Day-to-day small ware replacements and all repair and maintenance costs to assets owned by the Concessionaire are the Concessionaire's responsibility.

At a minimum, the Concessionaire will be responsible for providing:

- Uniforms.
- All concession service office equipment and computers.
- POS system or cash register(s).

The Concessionaire will provide all working capital and inventory necessary to effectively manage the concession services.

The Concessionaire shall prepare a profit and loss statement and present it to the City for each accounting period and submit any commissions no later than 30 days following the close of the preceding accounting period. Failure to pay by the due date may incur the late fee.

2.05 Midco® Aquatic Center Description

Midco® Aquatic Center is located within Spellerberg Park at 26th Street and Western Avenue. The Midco® Aquatic Center is currently under construction and will be the City's first public indoor aquatic center consisting of a 50-meter competition pool, a recreation pool with play features, a lazy river, an outdoor splash pad, and a therapeutic pool. The facility expects to attract an annual attendance of 80,000 to 100,000 individuals and will open in the fall of 2016. The Midco® Aquatic Center will be a major draw for the community and the region. The hours of operation of the Midco® Aquatic Center are

proposed to be Monday–Friday, 5 a.m. to 9 p.m.; Saturday, 7 a.m. to 9 p.m.; and Sunday, 12 noon to 7 p.m.

2.06 Operating Hours

Hours of operation for concession operations are negotiable. However, at a minimum, it is the intent of the City to provide concession service at the Midco® Aquatic Center on a consistent and regular schedule on a daily basis.

2.07 Personnel

Concessionaire shall employ the necessary personnel to conduct the operations at the Midco® Aquatic Center in accordance with the terms and conditions of this RFP and the agreement.

Concessionaire shall develop a plan that ensures an orderly start-up of the operations and services.

All concession service employees are employees of the Concessionaire and not the City. The Concessionaire shall at all times be an independent contractor, and the agreement shall not in any way create or form a partnership or joint venture with the City. No agent, servant, or employee of the Concessionaire shall under any circumstances be deemed an agent, servant, or employee of the City.

Accurate records must be kept of the names, addresses, and other legal identification of employees of the Concessionaire. All employees are expected to be professional and courteous and follow Midco® Aquatic Center policies. If an employee is found to be violating policies, the City may request the Concessionaire take disciplinary action.

Concessionaire shall have an established operations plan that includes skills and customer service training plan for each employee. Concessionaire's employees shall be at all times neatly and cleanly uniformed.

2.08 Quality of Services and Products

It is the expectation that the Concessionaire shall operate the concession service in such a manner consistent with concession service industry standards.

- Provide a menu that appeals to the patrons of the Midco® Aquatic Center and is profitable to the Concessionaire. Healthy choice menu items are encouraged.
- Provided menu pricing should be competitive and consistent with the local market.
- The Concessionaire shall not subcontract out any concession service under this Agreement without the written consent of the City with the possible exception of vending machine services.

- Beverages and other food items may not be sold in glass containers.
- The vendor shall honor and abide by all of the terms of the title sponsorship, the agreement between the City and Midco®. The City will meet with the Concessionaire in the event that the City should decide to sell “pouring rights” for the Midco® Aquatic Center to ensure the concessionaire is not negatively harmed by selling “pouring rights”.

2.09 Operating Requirements

The Concessionaire shall develop an operations plan for the Midco® Aquatic Center that outlines reasonable rules, regulations, and policies for the operation of the Midco® Aquatic Center concessions. The operations plan should include:

- Cash handling procedures.
- Employee training program.
- Hours of operation.
- Staffing plan.

The Concessionaire shall operate the concession service in accordance with their operations plan.

Concessionaire will not be able to use City owned kitchen equipment at the Midco® Aquatic Center for off-site caterings or events without written approval of the City.

The Concessionaire must procure and keep in force during the entire period of the contract all permits and licenses required by all laws and regulations of the state of South Dakota, Minnehaha County, and the City of Sioux Falls.

Concessionaire shall collect and promptly disburse all taxes required by federal, state, and local authorities and shall pay any applicable taxes relating to concession service sales, operations, equipment, or inventory as a direct operating cost.

Concessionaire shall at all times comply with all applicable laws, rules, regulations, and orders of the federal government, the state of South Dakota, Minnehaha County, and the City of Sioux Falls and also shall abide by all rules, regulations, and directives prescribed by the City.

The Concessionaire shall provide vending machines for use within the Midco® Aquatic Center. These machines may be leased through 3rd party providers or purchased by the Concessionaire.

Authorized representatives of the City shall have the right to enter upon and have access to all spaces occupied by the Concessionaire during hours of operation for the Midco® Aquatic Center.

Concessionaire shall regularly monitor concessions equipment inventory, documenting any damaged and/or missing equipment. Concessionaire shall identify any City-owned equipment that is in need of repair or replacement and must request written approval from the City to discard equipment.

Concessionaire shall post and display all menu items and prices.

The Concessionaire shall work with Sioux Falls Parks and Recreation to provide concession services for special events sponsored or scheduled by the City within the Midco® Aquatic Center.

2.10 Record Keeping and Accountability

Concessionaire shall be responsible for establishing proper financial procedures and preparing financial reports that provide an accurate and complete financial accounting of their financial activities. The Concessionaire shall provide financial reports on a regular basis as requested by the City. The financial records shall be available for audit by the City.

2.11 Sanitation and Equipment Maintenance

The Concessionaire shall be in accordance with all applicable laws, ordinances, rules, and regulations, and maintain the Midco® Aquatic Center concessions in a clean, sanitary, and orderly fashion.

Concessionaire shall maintain all equipment, leasehold improvements, and small wares used in performance of its duties in a good state of repair. The replacement of City-owned assets and maintenance and repairs of City-owned assets shall be the responsibility of the City. If the replacement is due to unusual wear, neglect, or negligence by the Concessionaire, the Concessionaire will pay for such replacement. The City shall be notified promptly of any needed repair of a City-owned asset.

The Concessionaire shall provide and maintain uniforms for all employees.

2.12 Utilities

The City shall provide basic utilities related to the Concessionaire's operation. Concessionaire will utilize prudent energy management.

The cost of Internet and data service will be paid for by the Concessionaire. Free public Wi-Fi will be available in the building.

The Concessionaire will be responsible for removing its trash and garbage from all concession service areas to the designated dumpster or recycling areas. The removal of the trash and recyclables from their designated areas will be the responsibility of the City.

The cost to repair or replace any utility service or lines due to Concessionaire's negligence shall be the Concessionaire's sole expense and not charged as a direct operating cost.

The Concessionaire is responsible for complying with all recycling and sustainability policies and procedures of the City and/or appropriate governmental bodies.

The City shall not be liable or responsible for any failure to furnish services such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God, or other work stoppage; federal or local government action; the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services; any temporary stoppage for the repair, improvement, or enlargement thereof; or any act or condition beyond its reasonable control. Further, the City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

The City shall not be responsible for any goods or equipment stored at the Midco® Aquatic Center nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, and/or other causes. The Concessionaire is responsible to secure all inventory items and assets.

2.13 Indemnification

To the fullest extent permitted by law, the Concessionaire, its subcontractors, agents, servants, officers, or employees, shall indemnify and hold harmless the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Concessionaire's performance of the agreement or any other agreements of the Concessionaire, entered into by reason thereof. The Concessionaire shall indemnify and defend the City, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton, or reckless acts or omissions of the Concessionaire, its subcontractors, agents, servants, officers, or employees, and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The Concessionaire agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.14 Insurance Requirements/Bonds

Concessionaire shall not commence any work under the agreement until they have obtained all of the prescribed insurance and bonds and such insurance and bonds have been approved by the City.

The Concessionaire shall secure the insurance specified below. All insurance secured by the Concessionaire under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.

Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.

The Concessionaire will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Concessionaire agrees to hold the City harmless from any liability, including additional premium due because of the Concessionaire's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

2.15 Default

In the event that the Concessionaire shall fail to perform, keep, and observe any of the terms, covenants, and conditions of the agreement to be performed, kept, or observed, such as failing to pay the correct amount of moneys due the City, the City shall give the Concessionaire written notice of such default. In the event such default is not remedied or steps taken to remedy default to the satisfaction and approval of the City within fifteen (15) days of receipt of such notice by the Concessionaire, the Concessionaire may be declared in default, and all of their rights under the agreement shall terminate. At the direction of the City, the Concessionaire shall vacate the event facilities and shall have no right to further operate under the agreement.

In the event that the Concessionaire shall fail to correct any potentially hazardous condition, the City shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of the City within twenty-four (24) hours of receipt of such notice by the Concessionaire, the Concessionaire may be declared in default, and all of their rights under the agreement shall terminate.

Should the Concessionaire be placed into bankruptcy either voluntarily or by the courts, or should the Concessionaire become financially insolvent and unable to perform its duties under the agreement, or if the agreement is assigned or if the controlling interest in Concessionaire shall change whether by sale of a majority of the voting stock, by merger, by operation of law, or by any other means, the City may immediately place the

Concessionaire in default, terminate the agreement, and assume the concession service operation of the event facilities under the agreement.

Should the Concessionaire fail to obtain or maintain the necessary licenses and permits, the City may place the Concessionaire in default.

The City may terminate this agreement if the Concessionaire allows a lien to be placed on the event facilities for any work approved by or administered by the Concessionaire.

The City shall retain the right to terminate the agreement if the City is dissatisfied regarding Concessionaire's uncured performance, product, or service quality based on customer surveys. Failure on the part of the Concessionaire to reach that City-approved level of customer satisfaction will allow the City to terminate the agreement without constituting a default by the Concessionaire.

2.16 Independent Contractor

The parties agree that the contractor operates an independent business and is contracting to do work according to its own methods, without being subject to the control of the City, except as to the product or result of the work. The relationship between the City and the contractor shall be that as between an independent contractor and the City and not as an employer-employee relationship. The payment to the contractor is inclusive of any use, excise, income, or any other tax arising out of this agreement.

2.17 Cost Proposal

Proposer shall submit their cost proposal as a percentage of gross receipts to be received by the City.

Proposer will be required to hold pricing firm for 90 days.

2.18 Contract Award

It is the City's intent to enter into a contract with a Concessionaire who best demonstrates the ability to provide quality concession services at the Midco® Aquatic Center. The contract term is to be for three years with an option to extend for three additional years. After review of the proposals if the City decides to not enter into a contract, the City will notify all Concessionaires.

Section 3 Proposal Format and Content

3.01 Submittal Requirements

In addition to detailed methodology and pricing, as outlined in Section 2, the submittal must contain the following information:

A cover letter that includes name and address of the Proposer and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda

if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide concession services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter must be signed by a duly authorized official of the Proposer. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 90 days.

All proposals shall be submitted with one (1) original and seven (7) copies.

Each Proposer shall submit, at a minimum, all of the following information in a format that corresponds with the order of the subheadings listed below:

1. Cost Proposal.
2. Projected Sales.
3. Capital investment (if any).
4. Operations plan as described in Section 2.09.
5. Concessionaire Experience: Proposer must indicate their experience. A list of five (5) or more clients the Concessionaire has served in the past five (5) years. Please provide detailed information; e.g., name, address, and telephone number of the client, contact name, size of client, number and type of events, annual sales, and attendance. Indicate what services are provided; i.e., catering, concessions, retail, restaurants, etc.
6. Proposed menus for concessions in the Midco® Aquatic Center showing proposed selling prices in 2016 dollars. Include concessions and service charges (if applicable). Pricing must be competitive with similar facilities in the Sioux Falls area.
7. Concessionaire shall provide evidence of financial capacity to fulfill the requirements of this proposal. If Proposer deems any of the information proprietary, it shall be duly marked at time of submittal.

Section 4

Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Proposers are advised that the City intends to select the Concessionaire that the City determines is the most responsive and responsible and will provide the Midco® Aquatic Center with the highest quality products, efficient services, and highest revenue based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the qualitative information contained and presented in the proposals and the reference checks made. Selection criteria will be based on:

Evaluation Criteria (100-Point Potential Score)

- Experience, Qualifications, and References (30 points)—including past performance relative to quality of work, ability to meet financial objectives.
- Proposed Menu (20 points).
- Operational Approach (30 Points).
- Proposed Financial Compensation (5 Points).
- Financial Stability (15 Points).

In assigning scores, the evaluation team will consider the following factors, none of which will, standing alone, be conclusive:

1. Creativity reflected in the proposal for operational plans, menu, personnel training, and related sales.
2. The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel.
3. The Proposer's performance at other facilities and for other clients, as shown by contacts with those representatives by phone or mail which have been or may be made by the City.
4. Proposer's projected financial return to the City.

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking Proposers. Upon completion of the interviews, the highest ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer as part of this process if an agreement cannot be reached with the interviewed Proposers.

Section 5 Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Offerors must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.05 Offeror's Certification

By signature on the proposal, the offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.06 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

5.07 Special Conditions

Special conditions include the following:

Respondents are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “nonresponsiveness.”

All information submitted in response to this RFP shall become the property of the City.

This RFP does not commit the City to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP.

The City reserves the right to waive any technicalities or irregularities in any proposal.

Responding firms acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or nonacceptance of the proposal.

The City shall determine at its sole discretion and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

The City shall not be responsible for the accuracy of any information provided as part of this RFP.

All respondents are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent’s submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that in the City’s sole discretion are in the best interests of the City’s.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.

2. Revise any requirements under this RFP.
3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any Proposer to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer
10. Not award a contract as a part of, or result of, this RFP process.

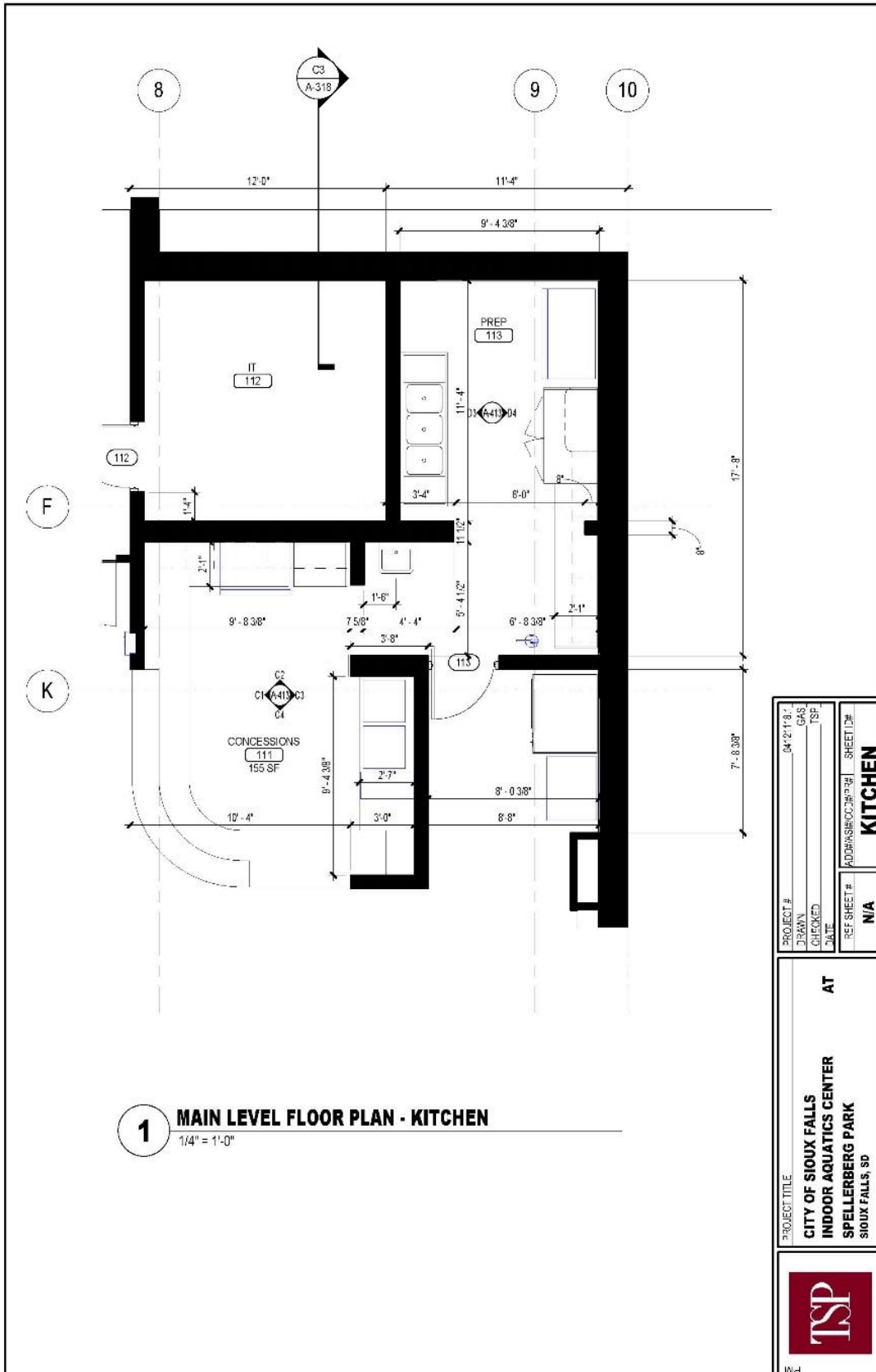
The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Excluding proprietary information, the proposal and the concessionaire contract award are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Registry of Proposals for a Concessionaire Contract," which shall contain the names of businesses who submit a proposal and the name of the business who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

Section 6 Exhibits

Exhibit A—Building Floor Plan

Exhibit A Building Floor Plan



PROJECT #	04-2119-
DRAWN	GAS
CHECKED	TSP
DATE	
REF SHEET #	N/A
ADDRESS/COORDINATE	KITCHEN
PROJECT TITLE	
CITY OF SIOUX FALLS INDOOR AQUATICS CENTER AT SPELLERBERG PARK SIOUX FALLS, SD	





VIEW FROM LOUNGE TOWARDS RECEPTION DESK



VIEW FROM LOUNGE TOWARDS CONCESSIONS AND VENDING AREA



VIEW FROM RECEPTION DESK TO LOUNGE AREA.
CONCESSIONS / VENDING ON THE LEFT.



VIEW FROM LOUNGE TO FIREPLACE / TV AREA.
RECEPTION DESK AND CONCESSIONS / VENDING ON THE RIGHT.