



**REQUEST FOR PROPOSAL (RFP) FOR SUPPLY OF CONCESSIONS SUPPLIES
AT VARIOUS CITY FACILITIES
FOR THE CITY OF GALESBURG, IL**

RFP Circulation Date: 03/02/18

Proposal Submission Deadline: 03/21/18

CITY OF GALESBURG

PURCHASING

55 West Tompkins Street

Galesburg, IL 61401

Phone: 309/345-3678

Instructions to Offerors

1. An advertisement requesting proposals for the above work was published in the Galesburg Register-Mail on March 02, 2018. As stated in such notice, sealed proposals will be received until 11:00 a.m. local time, **March 21, 2018** at City Hall, 55 West Tompkins Street, Galesburg, Illinois. Proposals shall be addressed to the Purchasing Agent.
2. All respondents shall be required to submit their proposals in a sealed envelope to the City Purchasing Agent, City Hall, 55 W Tompkins Street, Galesburg, IL 61401, by the date and time listed above. All respondents must clearly mark the outside of the envelope "Proposal for concession supplies" and clearly list their company name on the outside of the envelope.
3. Each respondent shall insert the cost, and supply all the information, as indicated in the RFP. The cost inserted shall be net and shall be the full cost for the equipment specified, including all factors whatsoever.
4. No charge will be allowed for taxes from which the City of Galesburg is exempt: the Illinois Retailer's Occupation Tax, the Service Occupation Tax, the Service Use Tax, the Use Tax, Federal Excise and Transportation Tax.
5. Each respondent shall affirm that no official or employee of the City of Galesburg is directly or indirectly interested in this proposal for any reason of personal gain.
6. Delivery and installation of the equipment shall be made as stated in the successful proposal.
7. The City of Galesburg reserves the right to reject any and all proposals and to waive any informalities or technicalities in the proposal process. Any proposal submitted will be binding for sixty (60) days after the due date of the proposals.
8. The City has adopted an "Equal Employment Opportunity Clause" which is incorporated into all specifications, purchase orders, and contracts, whereby a vendor agrees not to

discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry. A copy of this clause may be obtained at the City Clerk's Office, City Hall, Galesburg, Illinois.

9. The City of Galesburg has adopted an Affirmative Action Program. All formal sealed proposals must be accompanied by a properly prepared Certificate of Compliance Form, whereby the vendor certifies the number of employees he has in each class of employment, and that affirmative action has been taken to ensure equality of opportunity in all aspects of employment.
10. Proposer certifies that all laws of the State of Illinois and ordinances of the City of Galesburg in effect at the date of the proposal shall be observed by him. Evidence of any violation during the term of the agreement shall be considered sufficient reason to discontinue purchases by the City from that vendor.
11. The successful proposer is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract to be signed or its rights, title or interest therein or its power to execute such Agreement to any other person, company or corporation without the previous consent and approval, in writing, by the City of Galesburg
12. The City requires that vendors be paid through ACH (automatic clearing house). The awarded vendor will be required to provide the City with applicable banking information for proper payment. An ACH form is attached to this document for vendor review.
13. All respondents should be advised that if a proposal is accepted, that the successful firm will be required to enter into a written contract with the City of Galesburg within fifteen days after notification of acceptance. The City of Galesburg will provide the language for the contract document. Both parties will have the opportunity to mutually agree to the language in this contract.
14. Proposers will be notified in writing of any change in the specifications contained in this RFP.
15. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City of Galesburg. No employee of the City of Galesburg is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.
16. Prior to the final selection, proposers may be required to submit additional information which the City may deem necessary to further evaluate the proposer's qualifications.

17. The City of Galesburg will not reimburse proposers for any costs associated with this preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.
18. The City of Galesburg reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.
19. The City of Galesburg is under no obligation to award this project to the proposer offering the lowest fee proposal. Evaluation criteria included in this document shall be used in evaluating proposals.
20. Proposers may find instances where they must take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Galesburg, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.
21. All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and other documentation submitted by proposers shall become the property of the City of Galesburg when received.
22. These instructions are to be considered an integral part of any proposal.

Dated: March 02, 2018

Kraig Boynton
Purchasing Agent

GENERAL INFORMATION

The City of Galesburg is requesting proposals from concession supply vendors which would detail methods of handling the ordering and delivery of concession supplies for various concession stands. The City spends approximately \$25,000 on concession products annually. The City reserves the right to purchase these type supplies on an as needed basis from various vendors until such time as the City would elect to pursue a contract for those items.

The City of Galesburg is seeking to enter an agreement with a vendor or vendors to provide concession supplies to the City of Galesburg for a period of up to five years (ending 12/31/22). Each party would retain the option to cancel an agreement with 60 days prior written notice.

Areas of importance in this request for proposal will include the following categories:

Evaluation Criteria	Percentage
Discounted Pricing	70%
Order and Delivery	20%
Customer Service	10%

Each area of evaluation has been weighted with a percentage to show each areas relative importance. This evaluation will be the basis of recommendation for award. A detail of each area will be explained below.

All of the items listed in this request for proposal should be discussed in detail by proposer in order to aid staff in making an informed decision regarding a supply contract. The information requested is a minimum of what the City of Galesburg would like to see from their supply vendor. Additional information may be submitted and noted should the proposer be able to offer additional solutions or benefits to the City.

City staff will evaluate each proposal. A committee of current staff for the City of Galesburg has been selected to review submitted proposals. Each member of the committee will be instructed to review all aspects of the proposal and impartially rate the services offered by each responder. Should questions arise regarding submitted proposals, they will be directed to the Purchasing Agent. The Purchasing Agent will contact respondents for any additional clarification deemed necessary in this decision making process. Please note that the City may request additional information and/or samples, and/or presentations from vendors.

DETAILED INFORMATION

DISCOUNTED PRICING

As in any other type of purchase, cost remains a major factor of influence to any entity when making a purchase. Each respondent should provide their cost offer price for these items for 2018 and 2019. In addition, each vendor shall provide maximum percentage cost increases for 2020-2022.

The City is always striving to save money and will consider generic alternatives to name brand items as long as quality is comparable. The City reserves the right to request items are added or removed from a contract throughout the course of the contract. If a product is found to be inferior or defective, the City will return the product to vendor for a full refund.

In addition, each respondent should list in detail their policy for orders. This should include: order cut-off time, delivery time, minimum order delivery, and return policy. The following should be noted:

- Prices offered to the City of Galesburg should be at a delivered rate. The City of Galesburg will not pay an additional fee for delivery.
- The City of Galesburg will not be subject to any “fuel surcharge” type fees on delivery of goods.
- The City of Galesburg will receive a full refund on all returned merchandise.
- The proposer shall make all conversions in pricing to match the item/quantity listed on the Concession Supplies Document that will be submitted as part of the proposal.

The intent of the City would be to place orders once a week for all concession stands. However, the City would also request that the vendor be able to discuss solutions for possible emergency needs of supplies as from time to time. Each proposer should have a response as to how they could effectively handle an emergency order and what the additional charges may be incurred by the City in such emergency situations.

A current listing of products we purchase (along with supply count) is attached to this proposal. Each respondent should indicate yes/no if they will be providing said product and their pricing. It is the hope that vendors will be able to be as close to possible in the quantity counts provided. If a vendor cannot meet the quantity count, it should be noted.

ORDER AND DELIVERY

It is important that the product be delivered on time to the correct concession stand with the correct product.

The proposal will explain the ordering process and delivery process for the City to order and receive its products.

- Vendor will deliver products directly to each concession stand.
- How is the order placed? What is that process?
- From the time of the order, when do the products get delivered?
- In case of emergency, how is that order handled and how long does it take to receive those products?

CUSTOMER SERVICE

Customer service is very important to any organization. The areas that need to be detailed in this section include the following:

- How is billing/invoicing dealt with?
- When and how do payments by the City need to take place?
- Who does the City talk to in order to alter the supply list by either adding items or removing items that are not selling?

Submittal

Interested parties shall submit a written proposal to the City of Galesburg by the due date and time listed in the RFP documents. Proposer shall discuss in detail the areas to be evaluated by the City of Galesburg staff. In addition, the proposer shall submit pricing requests as outlined in the RFP. Further, the Certificate of Compliance form and Municipal Vendors Hold Harmless Agreement should be included along with submitted proposal.

**CONCESSION SUPPLY PRICING
FOR CITY OF GALESBURG**

ITEM NO.	DESCRIPTION	Provided By Vendor Yes/No	Pricing for 2018/2019	% Increase 2020	% Increase 2021	% Increase 2022
1120m	Neon Spoon Straws 400ct					
1175	8oz Flower Sno Cone					
1223SG	Sno Cone Syrup Cherry 1 gallon					
1224SG	Sno Cone Syrup Grape 1 gallon					
1225SG	Sno Cone Syrup Blue Rasp 1 gallon					
N/A	2 compartment slushie machine (quantity 1)		<i>INCLUDED</i>	<i>INCLUDED</i>	<i>INCLUDED</i>	<i>INCLUDED</i>
1240G	Lemon Frushezz 1/2 Gal					
1241G	Cherry Frushezz 1/2 Gal					
1242G	Blue Rasp Frushezz 1/2 Gal					
1243 G	Grape Frushezz 1/2 Gal					
1244G	Fruit Punch Frushezz 1/2 Gal					
1160	Skittles Original 36 ct					
1202	Snickers 48 ct					
1231	M&M's Plain 36 ct					
1232	M&M's Peanut 48 ct					
44050	Reese 2 Cup 36 ct					
9850	Sour Patch Kids 24 ct					
HER17650	Kit Kat 3 oz / 24 ct					

ITEM NO.	DESCRIPTION	Provided By Vendor Yes/No	Pricing for 2018/2019	% Increase 2020	% Increase 2021	% Increase 2022
2053	Popcorn Bags 1oz 1000ct					
2838	Popcorn Kits 8oz					

3014	King Size Pretzels 5oz/ 50ct					
5265	Nacho Chips 48ct 3oz					
5278	El Nacho Grande Cheese Bags 4/140oz					
5244	Large 2 compartment Nacho Trays 6 x8 500ct					
N/A	Nacho Cheese Dispensers (Quantity 4)		<i>INCLUDED</i>	<i>INCLUDED</i>	<i>INCLUDED</i>	<i>INCLUDED</i>

EB621	Eisenberg 6 to 1 Hot Dogs 10lb					
EBBUN	Eisenberg Yellow Hot Dog Bun 96 ct					
CL40808	Pleated Hot Dog Tray 500ct					
5123	Mustard Packet 500ct					
5124	Ketchup Packet 500ct					
5125	Relish Packet 200ct					

FLCHEETOS	Flam Hot Cheetos 64 ct					
FLDORNAC	Dorito Nacho 64 ct					
FLPPRETZELS	Snack bag of pretzels 64 ct					

TOW933	Lo Fold Napkins 10000ct					
Del1012	Deli Wraps 10 x 12 500 ct					
MW-SP	Med Weight Spoons 1000 ct					
	Deli Paper sheets for Pretzels 500 ct					
	Small plastic cups for nacho cheese					

ITEM NO.	DESCRIPTION	Provided By Vendor Yes/No	Pricing for 2018/2019	% Increase 2020	% Increase 2021	% Increase 2022
IC 100	Good Humor King Cone 24ct					
IC 101	Good Humor Cookie Sandwich 24ct					
IC 102	Klondike Choco-Taco 24ct					
IC 107	Good Humor Strawberry Shortcake 24ct					
IC 115	Good Humor Giant Vanilla Sandwich 24ct					
IC 142	Sponge Bob Bar 12 ct					
IC 151	Popsicle Spider Man 12ct					
IC 162	Popsicle Hello Kitty 12 ct					
IC-6015	Snickers Frozen 24 ct					
N/A	Ice Cream Freezer (Quantity 1)		<i>INCLUDED</i>	<i>INCLUDED</i>	<i>INCLUDED</i>	<i>INCLUDED</i>

COMPANY NAME

PHONE NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

DATE OF SIGNATURE

RETURN WITH BID

TO THE CITY OF GALESBURG, ILLINOIS
CERTIFICATE OF COMPLIANCE

EMPLOYMENT	SUPERVISORY	SALES	OFFICE	SKILLED	SEMI-SKILLED	NON-SKILLED
WHITE						
BLACK						
OTHER						
MALE						
FEMALE						

(PLEASE FILL IN THE NUMBER OF EMPLOYEES IN EACH CLASS)

1. The Contractor or Company will not discriminate against any employees or applicant for employment because of race, creed, color, sex, age, national origin, handicapping condition unrelated to ability to perform the job; and, will take affirmative action to ensure that applicants are employed without regard to their race, creed, color, sex, age, handicap or national origin. Such action shall include, BUT NOT be limited to, the following: Employment, upgrading, demotion OR TRANSFER, recruitment or recruitment advertising, layoff or termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Contractor or COMPANY AGREES to post, in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Contractor or Company will, in all solicitations or advertisements for employees or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, handicapping condition unrelated to ability or national origin. The same shall hold true when recruitment sources are used to secure applicants.

3. The Contractor or Company agrees to notify all of its subcontractors of their obligation to comply with the non-discrimination policy.

4. In the event of the Contractor's or Company's non-compliance with the non-discrimination clauses of the Contract or Purchase or with any of such rules, regulations or orders, the CONTRACT OR Purchase may be cancelled, terminated or suspended in whole or in part and the Contractor or Company may be declared ineligible for further City Contracts or Purchases in accordance with the Affirmative Action Program adopted by the Galesburg City Council at their meeting on August 6, 1990.

By: _____
Bidder

RETURN WITH BID

CITY OF GALESBURG

MUNICIPAL VENDORS HOLD HARMLESS AGREEMENT

All vendors doing business with the City of Galesburg, Illinois, shall read and agree to sign this Hold Harmless Agreement. In lieu of the vendor signing this agreement, the City will accept being named as an additional insured on the vendor's general liability policy only as respects specific operations performed by the vendor on behalf of or on the premises of the City of Galesburg, Illinois.

"In consideration of your permitting us, our servants, our agents, employees and representatives from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by you for the purposes of servicing our account, we agree to indemnify and hold harmless the City and its' agents and employees from and against all claims for personal injury or property damage, including claims against the City, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the City in defending such claims, rising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Municipal Vendor, or anyone directly or indirectly employed by the Municipal Vendor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Municipal Vendor, under Workers' Compensation Acts, Disability Acts, or other Employee Benefit Acts."

Subscribed and Sworn to Before me this _____, 20 _____

Person, Firm, or Corporation

Notary Public

THIS FORM IS BASED ON IRS REQUIREMENTS FOR THE SAME ESSENTIAL INFORMATION AS A W-9

RETURN TO: CITY OF GALESBURG
ATTN: A/P
55 W TOMPKINS ST
GALESBURG, IL 61401

OR FAX TO: 309-343-4765

The following information is needed to complete your vendor file and to comply with IRS requirements. Please fill out this form as completely as possible to ensure proper payment to you. Please return completed form as soon as possible to The City of Galesburg at the above address or fax number. Please call 309-345-3674 with any questions.

BUSINESS NAME: _____

INDIVIDUAL NAME: _____
(for Sole Proprietors as appears on Social Security Card)

BUSINESS ADDRESS: _____

CITY, STATE, ZIP: _____

YOUR TAXPAYER IDENTIFICATION NUMBER: _____
(FEIN or business tax ID. No.)

OR, YOUR SOCIAL SECURITY NUMBER: _____
If using SSN, enter the name on the card above as Individual Name.)

PLEASE CHECK APPROPRIATE BOX:

Individual/Sole Proprietor Corporation Partnership Other _____

YOUR COMPANY PROVIDES:

Legal Services Services Materials Other _____

ARE YOU SUBJECT TO BACKUP WITHHOLDING?

Yes No

PERSON TO CONTACT: _____

PHONE NUMBER: _____

UNDER PENALTY OF PERJURY, I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS CORRECT AND COMPLETE

Signature

Date

Title

FOR OFFICE USE ONLY

ENTERED INTO SYSTEM VENDOR NUMBER: _____