

401 Fairway Blvd.
Spring Creek, NV 89815
Phone: (775) 753-6295
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jessiebahr@springcreeknv.org



REQUEST FOR PROPOSALS

CONCESSION STAND

Company Name: _____

Company Address: _____

Contact Person: _____

Contacts Telephone: _____

Contacts Email: _____

Contacts Fax: _____

SUBMITTAL: **Deadline March 18, 2019 at 4:30 PM**

Responses submitted to:

**Jessie Bahr
Spring Creek Association
401 Fairway Blvd.
Spring Creek, NV 89815**

Signature of Proposer

Date

About the Spring Creek Association:

Spring Creek Association, whose office is located at 401 Fairway Blvd., Spring Creek, NV 89815 is soliciting qualifications for **Concession Stand Facility**.

The Spring Creek Association is a private, property owners association with 5,420 lots that provide rural Nevada residential living opportunity with several amenities. Located near the base of the Ruby Mountains, lies the 23.4 square mile rural community of Spring Creek. Outdoor Recreation and Spring Creek have become synonymous. Lamoille Canyon, Southfork Reservoir State Park, and the Ruby Lake National Wildlife Refuge are all within a short drive.

There is easy access to Spring Creek via Lamoille Highway (SR227) from Interstate 80 in Elko, Nevada. Newcomers are welcomed and considered a valuable resource who bring fresh perspective and experience. It is easy to become involved in the many active youth and adult clubs and organizations available. Spring Creek is family friendly. An example is the outdoor recreation at our 32 acre stocked private marina, which provides opportunities for fishing, canoeing, wildlife viewing, covered picnic areas with grills, open space and playground equipment. Spring Creek Association property owner assessments are used for the maintenance and operation of all amenities as well as the expenses involved with managing such a large area and diversified Homeowner's Association.

There is approximately 150 miles of roadways in Spring Creek, all of which have chip-seal surfacing. Elko County School District operates two Elementary schools, a Middle School, and a High School in our area. Our access to quality healthcare professionals and facilities is expanding. The business climate in Spring Creek allows home-based businesses. You will find a major grocery store, pharmacy, post office, credit union, dental office, barbers, beauty salons, hardware store, variety store, gas stations, convenience stores, pizza parlors, sandwich shops, variety of restaurants, lounges, gaming, fitness centers, legal services, pet grooming, car washes, realty office, manufactured home sales, refuse collection services, propane services, feed store, multiple churches, auto repair, building and construction contractors with space still available for new businesses to locate and grow.

1.1 Introduction

The Spring Creek Association invites qualified licensed contractors to submit written proposals for providing design build services for a Concession Stand. See project background under Scope of Services below. Should an award be made, the selected Proposer will enter into a professional services agreement with The Spring Creek Association to provide these services.

1.2 Proposed Time Schedule

Request for Proposal Posting: March 1, 2019

Written Question Deadline: March 8, 2019

Submittal Deadline: March 18, 2019

Board Meeting Presentation: March 27, 2019

Tentative Award: March 28, 2019

1.3 Instructions to Proposers and Procedures for Submittal

One (1) electronic version of the proposal sent via email to jessiebahr@springcreeknv.org and ten (10) printed copies of the proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked SCA Concessions, submitted only to the following address:

Jessie Bahr
Spring Creek Association
401 Fairway Blvd.
Spring Creek, NV 89815

Proposers are solely responsible for ensuring their submitted proposal is received by The Spring Creek Association in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. The Spring Creek Association shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposal. Late proposals will not be accepted and will be returned to the Proposer unopened.

1.4 General Conditions

ADDENDUMS. Should it be necessary for The Spring Creek Association to issue addendums to this RFP during the proposal period, The Spring Creek Association will endeavor to notify the known holders of this RFP. The addendums will be posted on The Spring Creek Association web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. The Spring Creek Association reserves the right, to request additional information or clarifications from Proposers where it may serve The Spring Creek Association best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with The Spring Creek Association.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of The Spring Creek Association, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or

partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of The Spring Creek Association, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. The Spring Creek Association reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration by the Board of Directors.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The Spring Creek Association may cancel this solicitation at any time.

COSTS. The Spring Creek Association is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by The Spring Creek Association. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, The Spring Creek Association may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, The Spring Creek Association may refuse to consider Proposals from participants in such collusion.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which The Spring Creek Association may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. The Spring Creek Association reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he may submit to The Spring Creek Association a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by The Spring Creek Association and posted on the website. The contact person for all questions

regarding this RFP is Jessie Bahr, SCA President. She can be reached at 775.753.6295 or via e-mail at JessieBahr@springcreeknv.org. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When The Spring Creek Association considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be posted on the SCA website. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure The Spring Creek Association has their correct business name, mailing address and e-mail address on file.

IRREGULARITIES. The Spring Creek Association reserves the right to waive non-material irregularities if such would be in the best interest of The Spring Creek Association as determined by the SCA President.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of The Spring Creek Association upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel The Spring Creek Association to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The Spring Creek Association reserves the right to reject any or all proposals or any part of a proposal. The Spring Creek Association reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for The Spring Creek Association. The Spring Creek Association expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of assessments to The Spring Creek Association.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of The Spring Creek Association and a matter of public record. Proposals should not be marked as confidential or proprietary, and The Spring Creek Association may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property The Spring Creek Association upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by The Spring Creek Association in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from The Spring Creek Association of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between The Spring Creek Association and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by The Spring Creek Association President before the Proposal Submittal Deadline.

PROPOSAL RESPONSE REQUIREMENTS TEN (10) printed copies and one (1) electronic version of the proposal via email. The contact person for all questions regarding this RFP is Jessie Bahr, SCA President. She can be reached at 775.753.6295 or via e-mail at JessieBahr@springcreeknv.org. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", The Spring Creek Association reserves the right to use any of the proposals as the Original. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of The Spring Creek Association. It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. All proposals shall be submitted on standard 8.5" by 11" paper in hard-covered binders. All pages should be numbered and identified sequentially by section.

2.1 Overview and Approach Understanding

Proposer must articulate a thorough understanding of building concession stands and like facilities, Nevada State and Federal requirements, County and other permitting requirements.

2.2 Scope of Work

Description: The Association is seeking a qualified **design build** general contractor to; design, permit and construct a new Concession Stand at the Sports Complex. The Concession Stand will be inside the quad exact location to be determined at design.

Design: Design Build General Contractor shall design along with mechanical and electrical contractor according to Nevada Law and Elko County Building Codes or retain a design professional at their option. All work must be under the \$120,000 amount including the cost of a design professional.

Permitting: Contractor shall permit with Elko County Building Department and Nevada Division of Health. Allowance for Building Permit \$1,000 and allowance for Health Department Permit \$700. These allowances are net without mark up and the Owner will adjust after issue.

Outline Specification: The footprint to be approximately 16 x 14 with (2) Handicap Accessible Rest Rooms, (1) storage room for the parking of an ATV and the concession serving room. Each rest room shall have 3/0 x 6/8 hollow metal door, concession serving room shall have (1) 3/0 x 6/8 hollow metal door and the storage room shall have a 4/0 x 6/8 hollow metal door. The concession serving window shall be a 6/0 R & S roll curtain with stainless steel serving shelf. All doors shall have commercial grade locks and latches that meet the building code and be keyed the same. Standard foundation and concrete floor per code, exterior clad with metal cladding in a standard color of the owner's choice or approved alternate. Structural walls and roof system shall be block, brick, concrete, wood or other appropriate materials and specified in the proposal.

The storage room shall be OSB board floor to ceiling, concession serving room and rest room shall be FRP floor to ceiling, ceiling of the storage room is unfinished and ceiling of the rest rooms and serving room to be metal grid with vinyl coated gypsum panels or in the alternative finished and painted

drywall. The floor shall be sealed concrete, with code approved sealer and rubber base in the rest rooms and serving room.

Plumbing shall include toilet and lavatory in each rest room, ventilation for rest rooms and concession serving room. Install hot water heater in the serving room and plumbing for a sink. All water lines shall have positive drainage back to a stop and waste valve so that the facility can be easily drained in the winter months. The hot water heater shall also be equipped with a drain valve.

Electrical shall include a minimum of 100 Amp Service, code compliant lighting interior and exterior as well as electrical accessory power. All lighting to be LED. Electric Base Board Heat in Rest Rooms and Concession Serving Room with built in thermostat.

Qualification: Contractor and Subcontractors shall be licensed by the Nevada State Contractor's Board with a B or B2 License. Insurance; General Liability, Automobile and Workmen's Compensation \$1,000,000 coverage and Builder's Risk Insurance for the duration of construction until C of O.

Budget: Budget for the Project is \$120,000 max.

General Scope: Utilities stubbed 5' beyond the building. Utility connections to Water, Sewer and Power will be determined during design and hook costs shall be paid by Owner.

Add Alternative: Prep Tables, Shelves, Hot Dog Steamer, Popcorn Machine, Three Compartment Sink and Refrigerator (please include spec sheets)

Submission Requirements: Written Proposal, Proposed Plan and Copy of Contractor's License.