

**REQUEST FOR PROPOSAL
IOWA STATE FAIR
PERMANENT CONCESSION OPERATION
December 2, 2024**

A food/beverage concession licensing opportunity has become available for proposals to the Iowa State Fair Authority (“ISF”). **Interested parties shall submit a formal, detailed proposal received by the Iowa State Fair Board or the Board’s authorized designee at the Iowa State Fair Administration Building, Iowa State Fairgrounds, Des Moines, Iowa on or before, 10:00 A.M. Central Standard Time, Wednesday, January 15, 2025.** Reference provisions for submission as defined in this Request for Proposal (RFP).

Narrative:

Since its existence in Des Moines, Iowa, the Iowa State Fair is the largest event in the State, drawing steadily over one million visitors over an eleven-day period. During the off season (September through July), the Fairgrounds play host to a variety of events such as the Winter Beef Expo, the National Pork Expo and Good Guys Car show attracting as many visitors as the annual event itself.

Currently known as Steer ‘N’ Stein, ISF is soliciting proposals to operate the food and beverage concession (hereafter referred to as “Facility”), with innovative, new ideas representing both the history and culture of the Iowa State Fair, but also the future opportunities. Proposals submitted should address those concepts in the short and long term, with a vision of remodeling and/or reconstruction to meet the goals.

It is the intent to have the Facility open for the 2025 Fair with only minor modifications required. However, short-term equipment needs and operational strategy will be the responsibility of the applicant. Following the 2025 Fair, the selected party will be expected to make improvements to the Facility meeting all local codes based on use and occupancy, in addition to ISF standards.

Use of the Facility should be primarily driven by the annual August event, but consideration should be given to operating during select off-season events per mutual agreement between the parties. Private events (those anticipated by the selected vendor) shall only be hosted following the guidelines and approval of ISF.

Site/Structure:

The existing Facility (Constructed in 1999, North patio in 2017, interior improvements 2023 and 2024) is generally described as follows: **(Original drawing scans available upon request)**

- A. Two (2) story wood frame construction on a concrete slab (no basement). The lower level is approximately 11,650 gross square feet under roof. The upper level is approximately 990 gross square feet.
- B. Location: Iowa State Fair Grounds, Grand Ave., site numbers #20050/20051 (Reference map included in this proposal).
- C. Electrical Systems: 600 Amp 208 Volt 3-Phase Service and 800 Amp 480 Volt 3-Phase Service
- D. Gas: 2”
- E. Water: 3” main
- F. Sewer: Yes

Following the 2025 Fair: It is anticipated that, as a state building, the structure may require remodeling to meet all current codes required by the State of Iowa including, but not limited to; State Fire Marshal’s Office (Building Codes and Electrical Inspections Division), City of Des Moines WRA, Iowa Department of Inspections and Appeals Food and Consumer Safety Bureau. Those jurisdictions may require changes to the

electrical system, addition of fire suppression, and a grease interceptor as examples. These requirements will be the sole responsibility of the party awarded the Agreement.

In order to meet such requirements, it is under the discretion of the interested party(s) to determine if the existing facility is conducive for upgrades or replaced with a new facility, meeting the future use and vision of the opportunity. Boundaries of the site are fixed on all sides.

Applicants are specifically advised that upgrades required for operation shall be the cost of the awarded party, not the ISF. ISF will not be responsible for any costs associated with Facility.

The building before and after potential renovation, including its infrastructure (Electrical, Mechanical, Plumbing Systems and all equipment affixed to the structure) will remain the property of the State of Iowa, ISF.

Site Inspection:

Applicants are encouraged to visit the site to familiarize themselves with conditions therein. There will be two (2) site/structure visitation opportunities at the following dates and times:

Site Inspection 1: Friday, December 27, 2024 from 10:00 a.m. to 11:30 a.m.

Site Inspection 2: Friday, January 3, 2025 from 10:00 a.m. to 11:30 a.m.

The site may also be available at other limited times for inspection by interested parties to assist applicants in proposal development, but ISF staff may not be available to answer questions at such times.

Operational Provisions/Conditions of the Agreement:

Conditions of the Agreement between the selected party, referred to in this section as Operator, and ISF are defined by the following provisions:

A. Privilege Payments to the State Fair for Concession Operation Privileges:

1. 22% of gross revenue (after tax) from all food/beverage sales during operation.
2. 22% of gross revenue (after tax) for all beer/alcohol sales during operation.
3. Privilege Payments will be reconciled on a daily basis or as mutually agreed upon by the Operator and ISF.

B. Right To Do Business Fee (RTDB Fee):

1. The Right To Do Business Fee for the subject structure (RTDB Fee = \$134,770.56) shall be a one-time expense for the Operator for the term of the Agreement. Payment will be made to ISF.

C. Insurance Requirements:

The Operator shall maintain all necessary insurance.

Such coverage shall be maintained by insurance carriers acceptable to ISF.

Operator shall carry Workmen's Compensation Insurance and liability insurance in the form and with insurers satisfactory to ISF to protect the Operator and ISF from any claims, demands or expenses on

account of injuries to persons and property arising out of the Work under Agreement, whether such operations be by the Operator or any Subcontractor or by anyone directly employed by either of them. Coverage minimums as follows:

1. Workers Compensation and Employers' Liability:
 - E.L. Each Accident - \$1,000,000
 - E.L. Disease – Ea Employee - \$1,000,000
 - E.L. Disease – Policy Limit - \$1,000,000

The Operator shall take out and maintain during the life of the Agreement, such public liability, property damage, and Operator's contingent insurance as shall protect Operator and any Subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Agreement, whether such operations be by the Operator or by any Subcontractor or anyone directly or indirectly employed by either of them, and the amount of such insurance shall be not less than the following:

1. Commercial General Liability:
 - Each Occurrence - \$2,000,000
 - Damage to Rented Premises (ea occurrence) - \$100,000
 - Med Exp. (any one person) - \$10,000
 - Personal and Adv Injury - \$1,000,000
 - General Aggregate - \$2,000,000
 - Products – Comp/OP Agg - \$2,000,000
2. Umbrella Liability:
 - Each Occurrence - \$10,000,000
 - Aggregate - \$10,000,000

The Operator further agrees to indemnify and hold harmless the State of Iowa, ISF, the Board, officers, employees, agents, and volunteers from any and all costs, expenses, losses, claims damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses, and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of the Agreement. A certificate of insurance showing coverage must be submitted to the authorized designee of ISF listing the State of Iowa, and ISF as additional insureds immediately upon entering into the Agreement.

D. Miscellaneous Provisions:

1. No agent, employee, servant or member of the Operator shall be deemed to be the employee, agent or servant of ISF. ISF is interested only in the result obtained under this Agreement; the manner and means of conducting the work are the sole control of the Operator. None of the benefits provided by ISF to its employees, including but not limited to compensation insurance and unemployment insurance, are available to the employees, agents, servants or members of the Operator. The Operator will be solely and entirely responsible for its acts and for the acts of his agents, employees, servants, members and subcontractors during the duration of the Agreement.
2. In the performance of the work herein contemplated, the Operator is independent with the authority to control and direct the performance of the details of the work, ISF being interested only in the results obtained. However, the work contemplated under this Agreement must meet with the approval of ISF and shall be subject to ISF's general right of inspection and supervision to secure the satisfactory completion of the work.
3. ISF shall not be responsible for or held liable for any injury or damage to person or property resulting from the use, misuse or failure of any equipment used by the Operator or any of its

employees or members even if such equipment is furnished, rented or loaned to the Operator by ISF.

4. The Operator is solely responsible for all claims, actions, damages, losses and expenses including attorney's fees based upon any violation of any statute, ordinance, building code or regulation, and the defense of any such claims or actions. The Operator also is solely responsible for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security and income tax laws, with respect for the Operator's employees, or members engaged in performance of the Agreement.
5. Provisions for employee screening: Due to the law effective July 1, 2009: Modification to the law prohibits convicted sex offenders of minors from working or volunteering at the Iowa State Fairgrounds. It is the responsibility of the hiring employer to conduct background checks on all employees/volunteers. For more information go to: www.iowasexoffenderregistry.com, Iowa Sex Offender Registry 692A.113 July 1, 2009, 692A.113 Exclusion Zones and Prohibition of Certain Employment-Related Activities. A sex offender who has been convicted of a sex offense against a minor shall not do any of the following: Operate, manage, be employed by, or act as a contractor or volunteer at any municipal, county, or state fair or carnival when a minor is present on the premises. Operate, manage, be employed by, or act as a contractor or volunteer on the premises of any children's arcade, an amusement center having coin or token operated devices for entertainment, or facilities providing programs or services intended primarily for minors, when a minor is present.

E. Conditions of the Contract:

1. It is expected that the Agreement will authorize the selected party to operate the Facility for a period of up to ten (10) years, with a separate, concessionaire license agreement being entered into annually to ensure the selected party is meeting ISF's specific, annual requirements for all concessionaires. The selected party will operate the Facility and provide all staff and equipment in compliance with this RFP, the annual license agreement, the awarded Agreement, and all other applicable laws.
2. The Operator cannot assign or transfer the operation of the entity without written authorization to and agreement from ISF.
3. ISF reserves the right to cancel the Agreement, if in the opinion of ISF, the Operator has failed to comply with the terms and conditions of the Agreement or the annual license agreement. A Notice of Cancellation will be made, in writing, and will take effect 60 days after receipt by the Operator.
4. Credentials: The Operator will be responsible for securing the appropriate credentials for admission, parking, motorized equipment (golf type cart or utility vehicle), camping during the annual Fair and select off-season events. Availability of resources are limited in quantities and cost, negotiated by mutual agreement between ISF and the selected Operator. All credentialed equipment shall meet the standards set by the Iowa State Fair and operated within conformance of ISF policies.

Request for Proposal Submittal Requirements:

- A. All information requested in the accompanying Concession Application/Proposal Specification numbered 1 through 21 must be provided as part of any submission. Failure to provide complete, accurate and truthful information as requested in this specification, as well as alteration of or deviation from this specification, will constitute grounds for rejection of a submission from consideration.

- B. Format: The acceptable format for submissions shall be 8½" by 11" or 8½" by 14". Drawings/graphics or other attachments for the submissions should conform to the sizes identified. Three (3) copies of the final proposal are required.

The following information must be integrated into the submission:

1. Legal Name of Concession Company (if any)
2. Address, City, State and Zip Code
3. Telephone Numbers (Business, Residence and Cellular)
4. Fax Number(s) and/or Email Address
5. Name, position, address and telephone number of the person responsible for this proposal and its submission.
6. Type of business organization (sole proprietorship, partnership, corporation or other). If other, explain.
7. Names of all persons having ownership rights or an interest in this business.
8. Does any person named in # 5 or # 7, above, or any other individual directly involved in the named business, have a contractual, license, financial or other interest in any other exhibit, concession, ride, show, attraction or department at the Iowa State Fair? If yes, explain.
9. Does any officer, board member, member of the management staff or employee of the ISF have a contractual, license, financial or other interest in the named business? If yes, explain.
10. Attach as Exhibit #1 a conceptual menu of all food and beverages proposed for presentation. Included with this list should be a breakdown of suggested prices to be charged for each menu item, proposed portion size(s) and any product brand/trade names for each menu item.
11. Attach as Exhibit #2 a proposed site layout or plan, drawn to scale, illustrating all equipment and appliance placements, as well as food preparation, storage and public service areas within the concession site based on the stated site/structure dimensions.
12. Attach as Exhibit #3 a statement of your proposed concession operation plans related to placement of interior and exterior signage, lighting and other fitments.
13. Attach as Exhibit #4 a statement of your proposed "storyline" for the concession and plans for thematic and décor enhancements to the interior and exterior of the concession structure to compliment the proposed theme/operation.
14. (Only required of those applicants interested in being considered to sell beer.) Attach as Exhibit #5 a statement as to the type of entertainment programming proposed, if any, to compliment the concession operation and its theme.
15. Attach as Exhibit #6 a complete listing of all appliances and fitments anticipated for use in the concession.
16. Attach as Exhibit #7 an outline of your business and operating philosophy, employee policies,

standards for public service and employee conduct, and plans regarding personnel attire (i.e. dress, grooming, identification and staff uniforms/thematic costuming).

17. Attach as Exhibit #8 a resume of your experience as a concessionaire, restaurateur or experience in the hospitality industry, including a list of all similar venues and events you have served in the last year. Provide contact person(s) names, addresses and telephone numbers for each and a photo(s) of a concession operation(s) you have presented in at least one other such venue or event.
18. (Only required of those applicants interested in being considered to sell beer.) Attach as Exhibit #9 a resume of your experience as a seller and/or server of alcoholic beverages, including a list of all similar venues and events at which you have served same in the last year. Provide contact person(s) names, addresses and telephone numbers for each.

Attach as Exhibit #10 a minimum of one (1) verifiable financial reference, such as a banking or credit institution; one (1) major food or beverage supplier; one (1) equipment manufacturer or supplier; and one (1) character reference. Provide company name, contact person(s), address, telephone, fax numbers or e- mail address for each. ISF reserves the right to contact any reference to assist in the evaluation of each application, to verify information contained in the application, and to discuss the applicant's qualifications.

19. Attach as Exhibit #11 any additional support information, documentation, etc. to be presented for consideration.

Queries/Addenda:

- A. All questions should be directed to James Romer at (515) 401-1577 or jromer@iowastatefair.org.
- B. Written addenda may be issued during the proposal period to answer questions/clarifications not covered by this proposal. Addenda will be issued to all perspective applicants to this proposal request. All addenda will become part of the Agreement with the successful applicant.

Submission Selection and Award:

- A. All proposals will be reviewed, verifying inclusion of all provisions contained in this RFP.
- B. ISF must receive the proposal at the above listed address at the time listed. This is a mandatory specification and will not be waived by ISF. Any proposal received after this deadline will be rejected and returned unopened to the applicant.
- C. Selection shall be made based on the best overall submission addressing the criteria of this proposal, in addition to the current and future vision for the Facility. Scoring matrix is as follows:
 1. Previous Experience (maximum points 20)
 2. Menu (maximum points 30)
 3. Creativity (maximum points 30)
 4. Business Operating Philosophy (maximum points 20)
- D. At ISF's discretion, ISF may request an oral presentation of select applicants for final decision. ISF will notify applicants, as required, to schedule a presentation including any additional information regarding allotted time and scope.

- E. ISF reserves the right to change the dates in this RFP, and any changes to the deadlines will be made through the issuance of an addendum to the RFP.
- F. ISF reserves the right to accept or reject any and all proposals, or parts thereof, and to waive any informalities therein. The decision of ISF shall be made based on its best interests and those of its patrons and shall be final. All submissions become the property of the Iowa State Fair and will not be returned.
- G. Proposals shall remain open to acceptance and shall be irrevocable for a period of thirty (30) days after the closing submission date. Following selection of the successful proposal, ISF will contact all applicants regarding the results.
- H. ISF will open proposals after the deadline for submission has passed. The proposals will remain confidential until ISF has identified the party being awarded the contract.
- I. By submitting an application, the applicant agrees that it will not bring any claim or cause of action against ISF based on any misunderstanding concerning the information provided in the RFP or concerning ISF's failure, negligent or otherwise, to provide the applicant with pertinent information in this RFP.
- J. No applicant shall acquire any legal or equitable rights regarding the Contract unless and until the Contract has been fully executed by the successful applicant and ISF.

END OF REQUEST FOR PROPOSAL

