

CITY OF FLORENCE REQUEST FOR PROPOSALS AND INSTRUCTIONS

Food and Beverage Services
Florence Events Center

RFP No: 2016-00

Solicitation Issue Date: June 21, 2016

Solicitation Closing: July 5, 2016 at 4:00 p.m.

I. Request for Proposals

The City of Florence (“City”) hereby requests sealed proposals from qualified persons to provide food and beverage catering services for the City of Florence Events Center, for a period of **1 year**. Annual extensions may be granted for up to **1 additional year** by mutual agreement of both parties.

This Request for Proposals and Instructions (“RFP”) is intended to provide interested persons (herein referred to as “proposers”) with sufficient information to prepare and submit proposals for consideration by the City. It is the City’s intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The City reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a contract upon a finding that it is in the public interest to do so. Preparation and submission of a proposal is at the proposer’s sole risk and expense.

Proposals and all accompanying documents will become the property of the City and will not be returned.

II. Contents of RFP

This RFP contains and incorporates the following exhibits:

Exhibit A	Proposal Form and Fee Proposal
Exhibit B	Contract & Standard Contract Provisions
Exhibit C	Description of Services
Exhibit D	Minimum Qualifications
Exhibit E	Evaluation Criteria

III. Instructions

1. Form of Proposal. Proposals are to be based on and submitted in accordance with the instructions contained in this part III. The City may change these instructions at any time prior to the Solicitation Closing by addendum, as provided in paragraph 5, below. Proposers are responsible for responding to all addenda.

2. Point of Contact. The Event Center Director's office is the point of contact in the City for this RFP. All correspondence pertaining to this RFP should be directed to Kevin Rhodes, Events Center Director, 715 Quince Highway 101 Florence, OR 97439. The Events Center Director's office may be contacted by calling 541-997-1994.

3. Technical Clarification, Requests for Changes. Questions regarding this RFP or seeking clarification concerning these instructions may be directed to Kevin Rhodes by calling 541-997-1994. No oral clarification will be binding on the city. The city will be bound only by this RFP and any written addendum issued hereunder.

Requests for changes to these instructions, including requests for changes in any of the exhibits to this RFP, must be submitted in writing to the Event Center Director not later than 10 calendar days prior to the date of the Solicitation Closing. The request must include a statement of the requested changes and the reason therefore. The request shall be marked as a "Request for Change in RFP" and specify the RFP number set forth in the caption to this RFP. The City will respond to all written requests for changes, in writing, within five days of receipt of such request.

If inquiries, comments or requests for changes raise issues that require clarification or a modification to this RFP, the clarification or modification will be made by written addendum as provided in paragraph 5, below.

4. Schedule of Events. The following schedule of events shall be followed for this RFP.

Issue Date (RFP available)	June 21, 2016
Solicitation Closing	4:00 p.m., on July 5, 2016
Initial Proposal Review Period	July 6-8, 2016
Interviews (if requested)	July 11-15, 2016
Notice of Intent to Award by	July 18, 2016
Award and Execution of Contract by	August 1, 2016

If the City receives a request for change or protest from a proposer in accordance with the instructions in this RFP, the City may extend the schedule as necessary. The City also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective only upon execution by the City.

5. Addendum to the Request for Proposals. In the event it becomes necessary to revise any part of this RFP prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. Receipt of an addendum should be noted on the proposal form.

6. Format of Proposal. Proposals must contain the information specified in Paragraph 7. Proposals must be prepared on the proposal form attached hereto as RFP Exhibit A. A proposal should provide a concise description of the proposer's ability to satisfy the requirements of this RFP and the form of contract attached hereto as Exhibit B.

7. Content of Proposals. The proposal should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the City. Those proposals which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately; however, the City has discretion to accept a proposal that does not conform with all RFP requirements if the City determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, at the City's discretion, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The City also has discretion to permit a proposer to correct a typographical or other minor mistake or oversight in its proposal.

The proposal must contain at least the following information:

1. The proposer's business name, address and telephone number.
2. The proposer's legal form of entity (sole proprietor, corporation, LLC, etc.) and, if applicable, state of incorporation or organization and main office address.
3. Name(s) and titles of the person(s) authorized to submit the proposal and to execute the personal services contract.
4. The fees and charges that the proposer will charge for the services rendered based on the format outlined in Exhibit A.
5. A description of the key personnel that will perform the services and their qualifications.
6. A description of how the proposer complies with all minimum qualifications set forth in Exhibit D.
7. Special services the proposer can provide in connection with the service required by this RFP and as described in Exhibit C.
8. References for which the proposer has provided similar services within the past two years and contact information from each entity who is knowledgeable of the proposer's performance record.
9. A statement as to whether the proposer is a resident bidder under ORS 279A.120. *A resident bidder is a proposer that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of this proposal and has a business address within Oregon.*

10. The proposal form, substantially in the form of Exhibit A must be signed by the authorized representative of the proposer.

8. Contract. The proposer selected by the City to provide the requested services will be expected to enter into a written services contract in the form attached hereto as Exhibit B. By submitting its proposal, the proposer certifies that it has read and accepts all terms, conditions and requirements of this RFP, including the terms of the form of contract in Exhibit B.

9. Delivery of Proposals. In order to be considered, sealed proposals must arrive at the Event Center Director's Office before the time and date of the Solicitation Closing as described in the caption to this RFP. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals. Proposals received after the Solicitation Closing will not be considered. Proposals must be submitted in sealed envelopes clearly marked "**Florence Events Center Food and Beverage Services Proposal – Closing 4:00pm July 5, 2016,**" as shown in the caption of this RFP.

10. Submission and Withdrawal of Proposals. Proposers may modify or withdraw their proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the Event Center Director's office. Requests for withdrawal of proposals will not be accepted after the Solicitation Closing.

ALL PROPOSALS SHALL BE IRREVOCABLE FOR A PERIOD OF 60 DAYS FROM THE SOLICITATION CLOSING.

11. Opening of Proposals. There will be no public opening of proposals. A copy of the names and addresses of the proposers may be obtained from the office of the Event Center Director.

12. Evaluation of Proposals. The City will evaluate the proposals according to the evaluation criteria and rating scheme set forth in Exhibit E. The City may require an interview with any proposer to further evaluate the proposer's ability to provide the services specified in this RFP.

13. Selection Process and Notice of Award. The City will select the proposal deemed most beneficial to the City based on its evaluation of the proposals. The apparent successful proposer and all other persons who submitted proposals will be notified of the City's selection.

4. Proposer agrees to meet all requirements contained in the RFP if it is selected as the Contractor to provide the services requested by this RFP and addendums.

Authorized Signature: _____

Print Name and Title: _____

DATE of Signature: _____

Fee Proposal

The Proposer hereby offers to perform the services described in the RFP according to the fee structure described below. The monthly Kitchen Rental Fee includes repair of Center owned equipment, Utilities (water, electric, trash disposal & propane), use of Kitchen Facilities, Center owned appliances and small wares as described in Catering Agreement, Exhibit "D".

Percentage Fees (Proposer to insert breakdown of fees paid to the Center excluding gratuities)

- Catering Revenues _____%

- Concessions Revenues _____%

- Off-Site Catering Revenues for items prepared in Center's Kitchen _____%

- Monthly Kitchen Fee \$ _____

EXHIBIT B
City of Florence
RFP NO. 2016-00

STANDARD CONTRACT PROVISIONS
ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the District may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the District is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).

- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).
- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of District for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which District may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

EXHIBIT C

City of Florence

RFP NO. 2016-00

Description of Services

Exceptional Food and Beverage service is an essential part of a venue's reputation. The Contractor and the Center are often perceived as a "one-and-the-same" entity, therefore quality catering and excellent customer service is a vital component in ensuring the success the both the Contractor and the Center.

Requirements:

Contractor is a caterer organized and existing under the laws of the state of Oregon, engaged in the food services, and registered to do business in Oregon.

Contractor will provide quality catering and food concession services at the Center for proper accommodations for patrons, visitors and events at the Center. City desires to make such services available at the Center and Contractor represents that it is qualified, ready and able to perform and furnish such services as provided in the Food Services and Concessions Agreement.

Because the premises to be leased under this agreement are located in a municipally owned and operated facility, it is in the public's best interest that the Contractors food service business be operated in a proper and first class manner with a high quality of service and in a clean, pleasant and safe atmosphere. It is the understanding of the parties that to further the public interest served by the Center, the provisions of the agreement shall be strictly adhered to by Contractor.

EXHIBIT D

City of Florence

RFP NO. 2016-00

Minimum Qualifications

1. Contractor must be registered to do business in the State of Oregon under state law and have all business licenses required by the City of Florence.
2. Proposers are required to provide the following:
 - An accessible Kitchen Manager
 - Resumes including experience and education
 - Sample menus with pricing for on and off-site Catering
 - OLCC Liquor License
 - Lane County Health Permit
 - City of Florence Business License prior to execution of contract

4. Contractor must be current on any financial obligations to the City of Florence at the time of proposal.

3. Minimum Insurance Requirements:

Certificated evidence of insurance will be required prior to the City's execution of the contract.

Contractor must obtain a commercial liability policy including the items listed below.

1. Workers Compensation Insurance, including Employers Liability
2. General Liability Insurance for \$2 million per occurrence
3. General Property Insurance
4. Proof of Automobile Liability Insurance
5. Liquor Liability Insurance
6. Certificate of Insurance listing the City of Florence as an additional Insured

EXHIBIT E

City of Florence

RFP NO. 2016-00

Evaluation Criteria

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion.

Proposal Substantially Complies with all RFP requirements. Yes ____ No ____

If No, indicate the manner in which the proposal is non-conforming.

Non-conforming proposals will not be considered for award: _____

	<u>Available Points</u>
• Meets or Exceeds Minimum Qualifications	Pass/Fail
• Interview	30
• Percentage Fees Paid to the Events Center	30
• References/Experience	30
• Understanding of the City's Requirements	20
• Personnel/Equipment for this contract	20