

Request for Proposals
For
Food Contractor
At
Cowlitz Regional Conference Center
Longview, Washington

I. Introduction

A. Submission of Proposals and Deadline for Proposals

The County of Cowlitz is hereby accepting proposals and qualifications to manage and operate food and non-alcoholic beverage services at the Cowlitz Regional Conference Center starting no earlier than March 1, 2010 located at:

Cowlitz County Event Center, 1900 7th Avenue, Longview, WA 98632

The County has the responsibility to manage and operate the Cowlitz Regional Conference Center (CRCC) located on the Cowlitz County Event Center grounds. The building will provide facilities for a variety of services of community activities and conferences, and create opportunities for a variety of services including promoting and enhancing the arts, culture, youth, elderly and community use, and promote tourism.

The facility offers a full service kitchen, approximately 11,000 square feet of carpeted meeting space, a 13,000 square foot cement floor expo hall and an outdoor plaza. It is situated in the middle of 47 acres that has numerous outbuildings and arenas. This contract is for the CRCC only, not the entire Event Center.

Five (5) copies of your proposal in its entirety must be signed by an authorized representative of the company submitting the proposal, enclosed in a sealed envelope addressed to the following, and **received by the County no later than 5:00 p.m. Friday, January 29, 2010** at the address below:

Cowlitz County Event Center
1900 7th Avenue
Longview, WA 98632

Attention: CRCC Food Proposal

B. Proposer Responsibilities

The responsibility for determining and obtaining the full extent of all information needed to respond to the Request for Proposal (RFP) rests with the proposer. Whether delivered by mail or by personal delivery, the proposer assumes the responsibility for having the proposal deposited on time at the location specified above. The County reserves the right to refuse to consider any proposals not received by the deadline. Proposals should be typed and as concise as possible. All proposals and accompanying documentation shall become the property of the County of Cowlitz. All RFP's are subject to the Public Disclosure Act, Chapter 42.17 of the RCW. Responses to this RFP may not be submitted by facsimile transmission or other telecommunication or electronic means. Submission of a proposal constitutes your acceptance of the procedures, evaluation criteria and other instruction of this request for proposal.

C. Proposer's Questions

All questions concerning the RFP shall be raised prior to herein describe time and date for response. All questions must be in writing and should be addressed to:

Mike Moss, Director of Cowlitz County Event Center
1900 7th Avenue
Longview, WA 98632

Or may be faxed to 360-577-6254

Except as provided in Section IIC, questions asked of the County must be in writing.

D. County's Responsibilities

The County reserves the right to change the submission deadline or to issue amendments to the RFP at any time or to cancel or reissue the RFP at any time without penalty. The County reserves the right to reject any and all proposals and to waive minor irregularities. Further, the county is not liable for any costs incurred by the proposer including but not limited to the costs for the preparation of the RFP and attendance at any conference or pre-submittal meeting.

The County will not be responsible for any error or omission in information provided, nor the failure of proposer to determine the full extent of the effort necessary to provide the requested service.

E. Proposer's Representative

Each Proposer must appoint an individual with authority to represent the proposer in matters related to this RFP. Include the following information in your letter of intent to propose: Name of Proposer Representative, Title, Name of Company, Address, Telephone Number, Fax Number and Email Address.

II. General Information

A. Facility

The County of Cowlitz manages and operates the Cowlitz Regional Conference Center. The operations will be operated under an "Enterprise Fund" system, meaning the center operations must be supported by the revenues generated by the center. Attached hereto as **Exhibit 1**, is a summary of sales of the catering and concession sales since 2005.

B. Purpose and Terms of Contract

The County is interested in entering into a contract with a Contractor who would assume the management responsibilities of all food and non-alcoholic beverage operations within the center.

The County will continue to manage the operations, maintain the grounds and real property. The contract term will be for two (2) years, or a mutually agreeable shorter term, with the County having the option of renewing the contract for a maximum of two (2) additional years.

C. Proposer's Walk Through Inspection

The County's Event Center Department will hold a pre-submittal meeting for all interested parties. This will include an Event Center staffed walk-through inspection of the facilities at Cowlitz Regional Conference Center at the designated time and date below. It is strongly recommended that all Proposers attend the walk-through. Questions can be presented at the time of the walk-through and here will be no further opportunity for a formal walk-through with Event Center staff. An effort will be made to record and share with all persons receiving this request for proposal, the questions and answers discussed verbally during the walk-through. Except as provided herein, questions asked of the County must be in writing and responses will be shared with all persons attending or receiving this proposal.

Walk-Through Date:

January 7, 2010 10:00 AM

D. Cowlitz Regional Conference Center Description

Cowlitz Regional Conference Center offers over 24,000 square feet of meeting space. With nine acres of free parking, the center is located in the middle of the 47-acres Cowlitz County Event Center complex. Our grounds offer a multitude of uses from animal shows, music festivals, car shows, along with conference space & trade shows, corporate meetings and retreats.

The center hosts meetings or events ranging from just a few to over 500 people. The facility offers a full service kitchen, audio/visual equipment, dance floor, meeting rooms, exhibition hall and more.

The Cowlitz Regional Conference Center is conveniently located one mile off Interstate 5, just one hour north of Portland, Oregon and two hours south of Seattle, Washington. There are eight hotels within one mile of the center offering over 500 rooms. The center is just minutes away from the Columbia River, Mount St. Helens, hiking and biking trails, two public golf courses and many other outdoor venues.

III. Management Options

In response to the RFP, the County will accept only proposals for the management of the following:

Food and Non-Alcoholic Beverage Operations

Cowlitz County is accepting proposals for the food and non-alcoholic beverage operations for groups, banquets, receptions and/or events that take place within the Cowlitz Regional Conference Center. This includes the permanent concession stand located inside the facility. The county will have other food Contractors on the grounds throughout the year for events on the Event Center property. During the annual county fair, there may be up to 25 food vendors. Successful Contractor may be involved in the operation of a food stand during the fair.

IV. Food Service Operation

A. Primary Functions

The Contractor must obtain and keep current all licenses and permits necessary to run a food service facility at the Cowlitz Regional Conference Center. The Contractor must demonstrate a minimum of five (5) years of food service management in catering/banquet service. This includes buffet and plated and served meals that range from ten (10) to five hundred (500) customers. The caterer is expected to be able to provide staff necessary to perform these functions at any time of day with due notice. A general menu would be available to all potential clients. This menu will be used by the CRCC staff for clients needs and be approved by the Director. The Contractor will also have control of the indoor concession stand. Many events open to the public will request for the concession stand to be open for certain hours during the event.

The Contractor must provide all necessary staff to prepare and provide the menu requested and staff must adhere to current Health Department regulations and standards. Office space will be provided in the kitchen area.

Small groups that require a minimal amount of food and drink often utilize the CRCC. The Contractor will have the option to not serve these small meetings. This option must be exercised in writing. If Contractor chooses not to serve a group, the County may serve the group. All agreements of this kind are subject to review by the Director.

B. Equipment

The County shall be responsible for the maintenance of all kitchen equipment supplied by the County. These include all cooking production equipment, tableware, glassware, stemware, fixtures and furniture within the center. All equipment will be inventoried and in acceptable operating condition when the Contractor commences operation. During the term of the contract, all items shall be kept clean, fully operational and show no signs of visual or structural damage; normal wear and tear is expected.

The County may have agreements with outside entities for exclusive rights of non-alcoholic beverages on the site. The Contractor will also be subject to these agreements. They include carbonated, non-carbonated, water, energy and juice drinks and coffee. The County will be responsible of maintaining the equipment related to these products and the Contractor will be responsible of purchasing these brands and/or products.

C. Utilities

The Contractor will be required to pay for their telephone utilities to the kitchen and associated office space. Payments for these utilities are to be kept current and

paid in a timely manner. All other utilities such as power, water and septic service will be provided by the County.

D. Janitorial/Storage

The Contractor shall maintain and be responsible for all daily maintenance of all areas of the kitchen, prep area, kitchen restroom, storerooms and placing garbage and recyclables to their designated areas. Storage racks and a dry storage area are available in the kitchen area. These housekeeping standards must be maintained to the Cowlitz County Event Center standard of cleanliness.

E. Customer Service

The Contractor shall maintain customer service as a top priority. The Contractor must provide employees who are professional, friendly, uniformed and courteous to all customers. The employee must maintain a neat appearance, exercise good public relation skills, respond appropriately to customer complaints and questions, have good wait person manners and conduct themselves in a high standard that is acceptable to the Cowlitz County Event Center Department. The Contractor shall also maintain a good working relationship with the Cowlitz County Event Center staff.

F. Restaurant Expectations

Menu

The County reserves the right of supervision of the food and beverage operation with respect to quality and quantity of food served and the method of service thereof. Through this agreement the County of Cowlitz intends to seek a relationship with an entity to provide quality food and beverage service to the patrons of the center. The menus shall be the collaboration of the Contractor and the event staff that is acceptable to all parties. The Director must approve all menus.

Pricing

The County is committed to a pricing policy that maintains competitive and reasonable group rates compared to local and regional activities. It is important to maintain and advance existing relationships, as well as create new ones, working towards the provision of a high level of customer service, as well as affordable, quality food and beverage service to the general public. The Director will have the right to approve and review all prices. If circumstances require the Director to establish minimum and maximum prices, the Director reserves the right to do so with the approval of the Board of County Commissioners.

G. Taxes

The Contractor will be expected to pay and keep current all Federal, State and local taxes applicable to the food service operation.

Currently, State and local taxes include:

- A. State and City of Longview Business and Occupation Taxes
- B. Sales/Use Tax at 7.9%

H. Sub-Leasing/Kitchen Use

The Contractor will be prohibited from transferring ownership or sub-leasing a food service concession/facility or any portion of the food and beverage agreement without prior written approval from the County. The Contractor shall not use the CRCC facilities to prepare products for other locations without the approval of the Director.

I. Insurance

The Contractor will be required to provide all liability and property insurance associated with the total concession agreement, facility use and operation specified in the agreement with the County. **See Exhibit 3.**

J. Records/Audit/Payment

All food contracts with the client will be made with the County. The Contractor cannot make separate contracts with the client. The contract will include space rental, event services, food and beverage and miscellaneous items. The client will pay the County according to the contract and the County will then pay the Contractor. The Contractor shall invoice the county for all food and non-alcoholic beverages supplied for the event. The Contractor shall ask for a catering deposit in advance of the event from the County. The County will request this deposit from the client. This deposit will only be paid to the Contractor after it is received from the client.

The County will add a percent to the food costs to cover utilities, maintenance of equipment, and replacement of broken and/or new service ware. This percentage will be added to the food costs and paid for by the client and included in the contract. This figure will be set by the Director at the beginning of each year.

K. Concession Stand

The Contractor shall keep a record of any and all earnings, receipts, fees and commissions and income whatsoever growing out of the operation of said concession stand and any activity conducted thereon, in accordance with the generally accepted accounting procedures. Concession Stand payments to the County are due the 10th day of the following month. An interest penalty of 1.5% percent per month or 18% annum will be charged for any portion of payments not paid when due as described in the contract.

L. Name of Food Service Concessions

The Contractor must present the name of the business to be advertised for final approval. The Contractor may use the name of the center, Cowlitz Regional Conference Center, with prior written approval from the County.

M. Indemnity

Successful Contractor shall indemnify and hold harmless the County, the Board of County Commissioners, and the Public Facility District from all claims, debts, obligations, liabilities, suits or actions of whatsoever nature resulting from or arising out of any activities of the Contractor, their employees, agents, representatives or subcontractors in connection with approved food and beverage operations and or occupancy and use of the Cowlitz Regional Conference Center.

N. Environmentally Responsible

The County desires to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging.

The Contractor will be responsible for waste management in the kitchen, prep and storage areas. The Contractor is encouraged to reduce their waste and expenses through a variety of waste reduction, recycling and composting activities and is in charge of disposal of the items in the correct manner.

O. Background Investigation

By submitting a proposal in response to this Request for Proposal, you are giving permission to the County to investigate your company and background with regard to any matter bearing on the desirability of the County doing business with you. The results of the investigation may be taken into consideration by the County in making its decision.

P. No Oral Agreements

No oral agreement or conversation with the County or any official, employee, or agent of Cowlitz County, either before or after execution of a contract, shall affect, modify, or add to any of the terms or obligations contained in the contract documents. Any such oral agreement or conversation shall be considered as unofficial information and in no way binding upon Cowlitz County, unless subsequently put in writing.

Q. Clarification And Oral Presentations

The County reserves the right to contact Proposers to clarify responses. Subsequent to the initial evaluation by the County, a request for an oral presentation may be made. The County will not be liable for any cost incurred in the presentation and delivery of any oral presentations.

R. Request for Proposal Preparation

Due care and diligence has been exercised in the preparation of the Request For Proposals and all information contained herein is believed to be substantially correct. However, the responsibility for determining what is necessary for the full extent of a response to this Request For Proposal rests solely with those making proposals. Neither the County nor its representatives or agents shall be responsible for any error or omission in this request, nor the failure on the part of the Proposer to determine the full extent of the requirements.

V. Restaurant Proposal Requirements

Proposals are to be prepared on standard 8 ½" x 11" papers. Foldouts containing charts and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the major sections of the proposal. Proposals in response to this RFP must be submitted in the format specified below. Proposals must include:

- A. Cover Letter: signed by the proposer representative authorized to make contractual obligations.
- B. Table of Contents
- C. Executive Summary: A high level overview of your approach and the distinguishing characteristic of your proposal.
- D. Proposer Background Information
 1. Name and address of legal entity submitting the proposal.
 2. Name and address of Principal Officers and all owners of 10% or more of the Proposer.
 3. Legal status of proposer organization i.e. corporation, partnership, sole proprietorship.
 4. Description of proposing organization including size, longevity, client base, areas of specialization and expertise, and any other pertinent information in such a manner that the proposal evaluation team may reasonably formulate an opinion about the stability and financial strength of the organization.
 5. Disclose any and all judgments, pending or expected litigation, or any other real or potential financial reversals which might materially affect the viability or stability of the proposing organization or warrant that no such condition is known to exist.
 6. Describe ownership of proposing entity.
 7. Describe any contract that has been terminated during the past five years, all such incidents must be described. Submit full details of all terminations experienced by the proposer during the past five years including other party's name, address and telephone number. Present the Proposer's position in the matter. If no such terminations for default have been experienced by the proposer in the past five years, the proposers must warrant such.

8. Disclose any claims against insurance providers in the past 5 years and the resolutions to those claims.
- E. Describe your cash handling procedures, including shift changes, opening and closing, preparation of deposits, etc. Describe the types of internal control procedures you would institute for safeguarding County assets.
- F. Reference list of current and former clients for whom you have provided catering in the past five (5) years.
- G. Current banking reference that includes the name of financial institution, contact person and number of year's affiliated.
- H. Provide a credit rating and the name of the rating service.
- I. Describe how you would provide food and beverage service for the center. Include your staffing levels, customer service philosophy and experience. Discuss your concepts and ideas regarding the following:
 1. Type of Menu
 2. Prices
 3. Banquet Meals
 4. Plated Meals
 5. Food Display/Presentation (feel free to include photos)
 6. Dining Room Requirements
 7. Kitchen Requirements
 8. Concession Stand Menu
 9. Storage
 10. Environmentally Friendly
 11. Other
- J. Provide a detailed description of your proposed compensation structure including the return to the County under your proposal for the concession stand.
- K. In addition, the County will also consider a detailed description of proposed capital improvement alternatives.
- L. Present information of importance not otherwise provided for in the required proposal format that you feel is relevant to this proposal and that will be helpful in evaluation of your proposal.

VI. Selection Process

- A. **Deadline for Proposals:** All proposals must be received by the Cowlitz County Event Center at 1900 7th Avenue, Longview, WA 98632, no later than 5:00 p.m., January 29, 2010; any proposal received after that time will be rejected.
- B. **Committee Review:** A selection committee will review Contractor candidate qualifications and rank them using the following general factors, as well as other information in the respective proposals:
 - 1. All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Only proposals, which in the opinion of the review committee meet the requirements of the RFP, will be further evaluated.
 - 2. Proposals, which pass the preliminary review, will be evaluated on how well the proposal meets the needs of the County of Cowlitz as described in the Proposer's response to each requirement listed in the RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.
 - 3. The committee will select what it deems to be the top proposals for further review. The Proposer's submitting the top proposals shall make a presentation to the review committee if requested. Presentations will be evaluated as well. Further, as part of the presentation, the County of Cowlitz reserves the right to request additional financial information from those Proposers making presentations.
 - 4. The committee will make a recommendation to Board of County Commissioners. The committee reserves the right to reject all proposals.
- C. The final decision will be made by the Board of County Commissioners (BoCC). The BoCC will authorize the Director of the Office of Financial Management and the Director of Event Center to negotiate a contract with the selected proposer. If the Director of the Office of Financial Management and the Director of the Event Center are unable to negotiate a contract deemed satisfactory, the County can terminate the process or attempt to negotiate with another proposer.
- D. The award of a contract by the BoCC to the successful proposer will be notice of acceptance. The award of a contract will bind the Proposer to furnish the service in accordance with the information herein, responses to questions, the Proposer's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

EXHIBIT 1

Cowlitz Regional Conference Center Food Sales

<u>Year</u>	<u>Catering</u>	<u>Concession</u>	<u>Total</u>
2005	\$180,635	\$0	\$180,635
2006	\$261,145	\$5,040	\$266,185
2007	\$348,127	\$7,840	\$355,967
2008	\$358,387	\$7,044	\$365,431
2009	\$287,155	\$6,041	\$293,196

2009 Figures are through 10/31/09

EXHIBIT 2

CASH HANDLING PROCEDURES Concession Stand

ACCOUNTING

1. Reporting requirements: The Contractor will report sales in a format as agreed to by Contractor and Director of the Cowlitz County Event Center. County management will provide a form for this purpose. The reports are due at the County office within ten days after the end of the month.
2. The Contractor shall, for audit purposes, make available to County management such financial records as may be requested by the Director of the Cowlitz County Event Center or an auditor working on behalf of the County. Records shall include all z tapes and detail tapes presented in an orderly manner by day number and stand number.
3. Computation of Sales: Sales as shown by the cash registers less documented adjustments will be considered the actual gross sales from restaurant operations.
4. Cash register requirements: All food and beverage sales will be rung up by use of cash registers. Cash registers used must meet the following minimum requirements:
 - a. non adjustable Grand Totals.
 - b. Non adjustable Z counter and Z reading.
 - c. Registers must have a Detail/Journal tape and a receipt tape.
 - d. Registers must be able to print the date and time on detail tape.
 - e. Registers must have two-way display and be in plain view of the customer.
 - f. All sales must be rung up at time of sale. No after sale multiple rings are allowed.

EXHIBIT 3

Liability Provisions

The Contractor will be required to maintain such public liability and property damage insurance as will protect Contractor and the County from any and all claims for damage to property or personal injury, including death, which may arise from operations under this contract, or in connection therewith, including all operations performed by any subcontractors.

The minimum acceptable protection shall be

General Liability: Bodily Injury, \$1,000,000 Each Occurrence, \$2,000,000 Aggregate.

Premises-Operations: Property Damage, \$1,000,000 Each Occurrence, \$2,000,000 Aggregate.

The contractor shall obtain insurance coverage of the kinds and in the minimum amounts specified above in this agreement. The contractor shall maintain such insurance throughout the term of the contract. All insurance shall be issued by one or more insurers authorized to transact insurance in the state of Washington. The insurer(s) and the policies are subject to the approval of the County.

At or before the time the Contractor delivers the signed Agreement to the County, it shall provide the County with a certificate of insurance establishing compliance with the requirements of this section. Upon request, the Contractor shall promptly furnish the County with the original or a copy of any insurance policy covered by the certificate.

Any failure by the Contractor to comply with any provision of this section shall constitute a material breach of contract, entitling the County to immediately suspend or terminate the contract, without any liability to the Contractor.

Such insurance shall be without prejudice to coverage otherwise existing, and shall name as additional insured, the County; the BoCC, The Individual Members of the BoCC; and all other elected or appointed officials and all agents and employees of the County while acting in their capacity as such, and shall further provide that the policy not terminate or be canceled prior to the completion of the contract without (90) days notice in writing first being given to the Director. Successful Proposer must have Cowlitz County, the BoCC, its officers, employees, and members listed as additional insured in said insurance policy.