



REQUEST FOR PROPOSAL

RFP 042014

Bay County Golf Course
2014 Snack Shop/Concession Management

THOMAS HICKNER
BAY COUNTY EXECUTIVE

REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER

IF FOR ANY REASON YOU CANNOT RETURN THIS PROPOSAL, PLEASE RETURN THIS FORM INDICATING SO TO INSURE THAT YOUR NAME MAY BE RETAINED ON OUR BIDDER LIST.

DATE OF REQUEST	MAY 9, 2014
REFERENCE PROPOSAL NUMBER	RFP 042014
PROPOSED DATE/TIME REQUIRED	MAY 21, 2014 11:00 AM
SUBMIT PROPOSAL TO	BAY COUNTY FINANCE DEPARTMENT PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE BAY CITY, MI 48708-5128
MARK PROPOSAL	“BAY COUNTY GOLF COURSE SNACK SHOP/CONCESSION MANAGEMENT” DELIVER TO THE PURCHASING OFFICE IMMEDIATELY

The Bay County Purchasing Division on behalf of the Bay County Golf Course will be accepting proposals for the following:

The Bay County Golf Course is interested in outsourcing its Snack Shop Concession operations for the 2014 season. This is intended to be on a “profit-loss” basis, i.e. the successful bidder will operate the food service operation for the golf course with the risk of loss and the reward of profit. Bay County will provide the snack shop, equipment and utilities to support the operation. The vendor will supply the food, labor and supplies to prepare and deliver the food. The vendor may use the snack shop and equipment to prepare the food or bring in food prepared at its location, providing compliance with health ordinances.

GOLF COURSE PROFILE:

Weekday high times: 11:30 A.M. to 1:30 P.M

Weekday prior to league times: 3:30 P.M. to 6:00 P.M

County Tournament Weekend

Weekends 10:30 A.M. to 5:30 P.M.

Operating Season is Memorial Day through Labor Day dependent on weather.

All times are based on good golfing weather. In other words, the vendor, at its discretion may choose not to open the snack shop in inclement weather

DUTIES AND EXPECTATIONS:

A. CONTRACTOR:

1. Maintain and operate all of the kitchen equipment provided by the county in accordance with the manufacturer specifications.
2. Set hours of operations and posting thereof.
3. Set competitive menu pricing.
4. Maintain adequate staffing levels; complying with all state and federal laws and regulations relating to the employment of labor including but not limited to maintaining workers' compensation coverage for employees, complying with all local health ordinances, MIOSHA standards, OSHA standards, ADA and FLSA requirements.
5. Have at least one employee/staff member who is Serv-Safe certified on duty at all times.
6. The Contractor will be responsible for the cleanliness and sanitation of the concession area at all times. This includes the removal of trash to the designated area and the cleanliness of the tables and surrounding area.
7. All supplies needed to support food and non-alcoholic beverage operations are the sole responsibility of the Contractor, including but not limited to foodstuffs, utensils, employee uniform's, coats, aprons and caps.
8. Ongoing regular care of all floor surfaces and food preparation areas in food service areas.
9. Have sufficient financial capacity to undertake this opportunity.
10. Casualty Insurance: the Contractor shall obtain fire and extended coverage insurance insuring the premises, including all leasehold fixtures, equipment and improvements for the full replacement value.
11. Liability Insurance: the Contractor shall hold harmless and indemnify the County against any injury or damage to third parties arising as a result of any act or omission of the Contractor in or about the premises. Contractor shall, at its sole cost, procure and maintain public liability insurance insuring Bay County with an insurance company licensed to do business in Michigan, in an amount of at least \$1 million per occurrence. The insurance policy shall show the Contractor and the County as named insureds. The insurance policy shall carry an endorsement requiring that the County shall be given 10 days written notice prior to any change in or any cancellation of the policy.

B. COUNTY:

1. The County will pay all utility costs.
2. The County will approve purchase, repair or replacement of equipment.
3. The County will maintain the structural integrity of the building including all HVAC and building fire suppression systems.

CONTENTS OF PROPOSAL PACKET:

1. Please attach your proposed menu and pricing structure. **(LABEL ATTACHMENT A)**
2. Briefly state your organizations understanding of the nature of the work. **(LABEL ATTACHMENT B)**
3. Please list any other relevant information you want the County to know about your operation. **(LABEL ATTACHMENT C)**
4. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or County employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT D)**

GENERAL INFORMATION:

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at mooref@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of proposals by the County or even notification of proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
4. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
5. **FOIA:** All proposals are confidential until the listed proposal opening time and date; however, as a public entity, Bay County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

6. RESPONSIBILITY: Bidder is solely responsible for ensuring its bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

7. INSURANCE: The Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:

- a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
- b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. **COST OF DEVELOPING PROPOSAL:** The Bidder shall be responsible for all costs incurred in the development and submission of its proposal. The County assumes no contractual obligation because of the issuance of the RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. The County will not be contractually bound until the County and the successful Bidder have executed a written contract for performance of the work.
9. **PROPOSAL DELIVERY:** Proposals must be returned no later than **May 21, 2014, @ 11:00 AM** in a sealed envelope clearly marked "**Bay County Golf Course 2014 Snack Shop/Concession Management**"--- **Deliver to the Purchasing Office immediately**. The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.
- The County will not accept proposals sent by FAX machine or E-mail.**
10. **NON-DISCRIMINATION:** In the performance of the resulting contract, bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
11. **PROPOSAL OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.
12. **PROPOSAL REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
13. **PROPOSAL AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the County.

14. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the County. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by County, the County may reject the selected bidder, and proceed to accept another qualified proposal, or reject all bids.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Bidder's suggested terms and conditions. In the event of a conflict of terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of this RFP, and last, the Bidder's Proposal.

15. **DISPUTES:** In the event a bidder disagrees with the recommendation of the Bay County Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

16. **QUESTIONS:** All questions about this RFP must be received via email by May 16, 2016 to:

Frances Moore
Purchasing Agent
mooref@baycounty.net

ADA ASSISTANCE: The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Tim Quinn
Director of Personnel and Employee Relations
and Corporation Counsel
Bay County Building
515 Center Ave
Ground Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore
Purchasing Agent
Bay County Finance Dept.
Purchasing Division
Bay County Building
515 Center Ave.
7th Floor
Bay City, MI 48708
mooref@baycounty.net

This proposal process will be conducted in conformity with the Bay County Purchasing Policy as found on the Bay County website www.baycounty-mi.gov.

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

Date: _____