



## GENESEE COUNTY PURCHASING DEPARTMENT

ROOM 343, COUNTY ADMINISTRATION BLDG.

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**CINDY CARNES**  
Purchasing Manager

June 11, 2015

### **GENESEE COUNTY REQUEST FOR PROPOSALS #15-061**

Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, August 5, 2015** at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **CAFETERIA, CATERING AND CONCESSION SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATIONS COMMISSION.**

A **mandatory** pre-proposal conference and facilities examination will be held on **Wednesday, July 15, 2015, at 9:00 a.m. (EDT)**, in the conference room of the Genesee County Parks and Recreation Administration Building, 5045 Stanley Road, Flint, Michigan 48506 a site visit at Crossroads Village will follow the meeting. It is strongly recommended that all attendees read through the RFP in its entirety prior to attending the meeting. Failure of a prospective proposer to attend the meeting or arrive within a reasonable time following the start of the meeting, shall be cause for the prospective proposer to be deemed non-responsible and prohibited from participating in this solicitation. **Proposals will only be accepted from companies signed in and attending the conference.**

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE: 3:00 p.m. (EDT), Wednesday, August 5, 2015**  
**PROPOSAL REQUEST NUMBER: #15-061**

*Cindy Carnes*

CINDY CARNES, PURCHASING MANAGER

bid2\2015\15-061  
Attachments

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[www.gc4me.com](http://www.gc4me.com)

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# RFP #15-061 CAFETERIA, CATERING AND CONCESSION SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATIONS COMMISSION

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, August 5, 2015**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A **mandatory** pre-proposal conference and facilities examination will be held on **Wednesday, July 15, 2015, at 9:00 a.m. (EDT)**, in the conference room of the Genesee County Parks and Recreation Administration Building, 5045 Stanley Road, Flint, Michigan 48506, a site visit at Crossroads Village will follow the meeting. It is strongly recommended that all attendees read through the RFP in its entirety prior to attending the meeting. Failure of a prospective proposer to attend the meeting or arrive within a reasonable time following the start of the meeting, shall be cause for the prospective proposer to be deemed non-responsible and prohibited from participating in this solicitation. **Proposals will only be accepted from companies signed in and attending the conference.**
3. **Submit one original, four paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
4. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303715B0005141. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
  - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsa/login.sdo> and click on Register <https://www.buy4michigan.com/bsa/external/fidCheck.jsp>.

5. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-15-061 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
  - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
6. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
7. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
8. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
9. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect

and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

10. Proposal Format: Proposals must be submitted in the format outlined in SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

## **SECTION 2 - STANDARD TERMS & CONDITIONS**

1. **Genesee County Purchasing Regulations**: All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award**: The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals**: Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals**: The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals**: It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**

7. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
9. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
10. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror.
11. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
12. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
  - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
  - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;

- 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
13. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
14. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
15. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
16. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
17. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
18. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.

19. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
  
20. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that “presumed asbestos containing materials” (“PACM”) exist in these buildings.

Animal Shelter	County Courthouse
County Administration Building	Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

### **SECTION 3 - ADDITIONAL TERMS & CONDITIONS**

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide CAFETERIA, CATERING AND CONCESSION SERVICES FOR THE GENESEE COUNTY PARKS AND RECREATIONS COMMISSION (“GCPRC”).
  
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks and Recreation Commission (“GCPRC”). The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us). Email is the preferred method of contact.
  
3. **Pre-Proposal Conference/Questions:** A mandatory pre-proposal conference and facilities examination will be held on **Wednesday July 15, 2015, at 9:00 a.m. (EDT)**, in the conference room of the Genesee County Parks and Recreation Administration Building, 5045 Stanley Road, Flint, Michigan 48506, a



site visit at Crossroads Village will follow the meeting. This is a mandatory pre-proposal meeting; attendance at this meeting is required for the submission and consideration of any proposal.

The purpose of this meeting will be to discuss with prospective offerors the service requirements and allow for questions arising from the review of this RFP. Prospective Proposers are expected to attend the conference prepared and familiar with the requirements, having read through the RFP and noted any areas in need of clarification. Any answers or statements provided will not be official until verified in writing by the Genesee County Purchasing Manager. Answers will be affirmed in writing and a copy will be posted at the Genesee County website.

4. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Thursday, July 9, 2015 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
6. **Proposal Considerations:** All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
7. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
8. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.

9. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
10. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
11. **Right To Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
12. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Thursday, July 9, 2015 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.
13. **Errors, Omissions, And Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose proposal, based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

15. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the

sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

16. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
17. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
18. **Subcontracts:** The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
19. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
20. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
21. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
22. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
23. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

## SECTION 4 - QUALIFICATIONS OF PROPOSERS

In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to the availability of the appropriate financial, material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements.

The GCPRC reserves the right to investigate the qualifications and experience of any prospective Contractor for the purpose of determining the ability of a prospective Contractor to provide the services as desired. The successful offeror shall have the following qualifications:

1. **Financial Stability:** Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be done by GCPRC. The cafeteria/catering/concessions firm must supply to the GCPRC the last three (3) years tax returns (please put in separate envelope marked tax returns).
2. **Core Competency:** The proposer must be primarily or significantly engaged in and be able to demonstrate quality management of similar types of restaurants, grills and catering services as indicated in this solicitation.
  - The Contractor must hold all appropriate food licenses required by the State, City and County they currently operate within.
3. **Years of Experience:** All proposers must have at least five (5) years of qualifying, direct experience, as determined by Genesee County, in the provision of cafeteria/catering/concessions services (please provide all restaurant experience).
4. **Professional Experience & Qualifications:** The proposer's personnel and management to be utilized in the services required shall be knowledgeable in this market with demonstrated expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract. In the proposal response all proposers shall include the resumes of the proposer's manager, and key staff that would be assigned to this account.
5. **Menu Selection:** The proposer must be able to demonstrate a wide menu selection and allow the GCPRC to taste and experience the firm's food standards, as well as view all kitchen operations.
6. **Customer Service Standards:** The proposer must provide written performance measures and standards as well as customer service training standards they plan to have in place as part of their proposal.
7. **Proposer's Cooperation:** If the proposer fails to supply any requested information, Genesee County will base its determination of responsibility upon any available

information or may find the proposer non-responsive if such failure is unreasonable. If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

## **SECTION 5 - SCOPE OF WORK**

### **PURPOSE**

The Genesee County Parks and Recreation Commission (herein referred to as the GCPRC) is seeking proposals from qualified Restaurant or Catering firms (proposers or offerors). The intent is to manage and provide cafeteria, catering and concession services at any or all of the facilities which include the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill and the Catering operation at Crossroads Village and the Huckleberry Railroad. This RFP provides prospective offerors with information to enable them to prepare and submit proposals for consideration by the GCPRC, for the purpose of establishing a Cafeteria, Catering and Concessions Agreement.

### **GENERAL INFORMATION**

Crossroads Village expects to receive 150,000 visitors annually. The Mill Street Warehouse and food service grills have been operated by a private company since 2006. Special receptions and group outings will be one of the key/core functions of the Mill Street Warehouse and Dining Room and catering operations and are available April through September.

Crossroads Village's annual schedule and other information can be found at the website [www.GeneseeCountyParks.org](http://www.GeneseeCountyParks.org). The food service facilities are available for rental/catering during times that the Village is closed, during the months April through September.

#### **Mill Street Warehouse and Dining Room**

The Mill Street Warehouse and Dining Room was built in 1994. The square footage space of the restaurant dining room is approximately 6,000 square feet and includes seating for 300 people on the warehouse side, and a private dining room area with seating for 250 people for receptions, weddings and group outing events or private meetings.

The Mill Street Warehouse is equipped with a Double Stack Conventional Propane Oven, 6-Burner Propane Stove with Conventional Oven, 6' Exhaust hood, 3-Door Reach-in Cooler, Reach-in Freezer, and 3-Compartment Sink.

The Mill Street Dining Room is equipped with a Walk-in Cooler, Walk-in Freezer, a single rack low-temp dish machine, and a 3-compartment sink.

### **Crossroads Cafe**

The Crossroads Cafe is located in the Village Park next to the Colwell Opera House and adjacent to the main entrance area of the park. The Crossroads Café is approximately 750 square feet indoors and has eating space for 50 people in the grill area, plus an outside patio with seating for 40 people. The Crossroads Café Grill has no private rooms.

### **Lake Side Grill**

The Lake Side Grill is located near the Parker Carousel and adjacent to the Genesee Belle Paddlewheel Riverboat dock. This concession has a strong grill-type look with no indoor seating but seating out doors for approximately 40 people.

The Lake Side Grill is equipped with an exhaust hood with make-up air, two (2) propane deep fryers, a four foot (4') propane griddle, double stack propane conventional ovens, an electric warming cabinet, a two-door reach-in freezer, a two-door reach-in cooler, a single rack low-temp dish machine, and a three-compartment sink.

### **Masters' Cider Mill**

The Masters' Cider Mill is located near the Mill Street Warehouse and serves cider to visitors. This operation is staffed by GCPRC personnel and is not a part of this Agreement.

### **Parker Carousel**

The Parker Carousel is located adjacent to the Lake Side Grill and next to the Genesee Belle dock. The Friends of the Carousel operate a popcorn and soft drink concession inside the carousel building. This operation is staffed by the Friends of the Carousel and is not a part of this Agreement.

## **SCOPE OF SERVICES**

The successful offeror shall provide restaurant planning, operation, management and maintenance for any or all of the facilities at Crossroads Village which include a cafeteria-style restaurant, a dining room (banquet center), and two (2) food concession-type grills in the park (with catering capability for special events, reunions, weddings and group outings).

The Food Service Operation and Catering operation for the Mill Street Warehouse and Dining Room, Lake Side Grill and Crossroads Café are all located in Crossroads Village and the Huckleberry Railroad living History Park. The successful offeror(s) shall manage and provide food and beverages, concessions and catering operations in the Crossroads Village Park on behalf of the Genesee County Parks and Recreation Commission. In doing so, the successful offeror/contractor shall provide creative menu ideas and selections that are wholesome, diverse, and nutritious and shall be well received by Genesee County Parks and Recreation Commission patrons. The hours of operation are to be open when the Village opens and closes or when the Village stops operating and may be open longer based on special events that are scheduled.

The operations of the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill and catering operation shall provide food service to visitors, the general public, and for special outings and group hospitality-type events. **This contract will not be exclusive and the GCPRC shall retain the right to make arrangement for food service with another contractor, at its discretion, during the life of the contract.**

The three (3) restaurants/grills are expected to operate five (5) days a week and holidays during the Crossroads Village season in a casual environment. The banquet/catering operation will function on a scheduled basis. The Mill Street Warehouse, Crossroads Cafe, and Lake Side Grill operating hours will vary by demand and be set accordingly with Park Management.

### **SPECIFICATIONS – CONTRACTOR’S RESPONSIBILITIES**

The successful offeror (Contractor) shall be responsible for providing and performing the following:

1. Provide nutritionally balanced, diverse, well-prepared and tasteful meals, food items and beverages which may consist of the following options hot entrées, soup, salads, sandwiches, dessert item(s), fruit, grill service and a variety of beverage options.
2. Provide professional services in a manner that will assure the quality, appropriateness and acceptance of all meals, food items and beverages prepared and served. The contractor shall comply with all local and state sanitation requirements in the preparation of food.
3. Provide all raw food, condiments, materials, supplies and equipment necessary for the preparation and provision of meals and food items.
4. Provide expertise, management, staff, and preparation skills for the consistent, timely service of meals, food items and beverages. All food and beverages are to be served in a sanitary manner with proper and professional supervision.
5. Provide all supplies such as plates, trays, utensils, glassware, take out containers and utensils, pots, pans, warmers and all necessary items for serving meals and keeping food hot or cold.
6. The Contractor shall at all times maintain an adequate staff to provide competent, experienced management and properly trained, qualified personnel. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel. All staff of the contractor who work on GCPRC property will be required to pass a background check.
7. The Contractor shall immediately inform the Crossroads Village Manager of any condition that will affect the preparation and service of meals, food items, beverages and catering services. The Crossroads Village Manager

will oversee all Food and Beverage Contractor operations and manage the Cafeteria, Catering and Concessions Agreement.

8. Responsible for any damage done to County and GCPRC property as a result of the Contractor.
9. The Contractor shall clean all areas of the Restaurant/Grill operations. This includes but is not limited to clean up of food preparation, food service, dining area, equipment, dumpster locations and disposal of trash. The Contractor shall maintain a neat and orderly operation at all times. The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the GCPRC and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling the Contractor shall clean the kitchen and dining room areas as indicated on the Cost Responsibility Detail Sheet page 26.
10. The Contractor shall be responsible for setting a fair, and mutually agreeable, price for meals, concession items and catering services that will fully support the operations of the GCPRC. Patrons of the GCPRC will pay for all meals, snacks, food, beverage and catering services. The GCPRC will not be responsible for subsidizing the Cafeteria, Catering and Concession operations.
11. The Contractor shall adhere to all required Federal, State and Local licenses, permits, public health certificates and public safety inspections for the provision of all food, beverage and catering services at their own expense. It is the sole responsibility of the CONTRACTOR to find out what is required and to pay fees where applicable.
12. Provide monthly reports to the Genesee County Parks and Recreation Commission indicating gross sales revenue for the month, total monthly expenses and margins earned for the month.
13. The Contractor shall pay a percent of gross sales as provided in their proposal and/or negotiated to operate and manage the Mill Street Warehouse and Dining Room, Crossroads Café, and the Lake Side Grill Restaurant, for the provision of food, beverage, Cafeteria, Catering and Concession services. The payment shall be paid monthly to the Genesee County Parks and Recreation Commission.
14. All equipment provided by the Contractor and existing equipment provided by the GCPRC shall be the sole responsibility of the Contractor. The Contractor shall replace, maintain and repair (per manufacturer recommendations) all equipment used for the cafeteria operations at Contractor's expense.



- A. All food preparation and serving equipment owned by GCPRC shall remain on the premises of the GCPRC. The GCPRC shall not be responsible for loss or damage to equipment owned by the contractor and located on the GCPRC premises.
  - B. The contractor shall notify the GCPRC of any equipment belonging to the contractor on GCPRC premises within ten (10) days of its placement on GCPRC premises.
  - C. The GCPRC, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the GCPRC.
  - D. The Contractor shall surrender to the GCPRC upon termination of the contract, all GCPRC equipment and furnishings in good repair and condition.
  - E. The Contractor and the GCPRC shall inventory the equipment and commodities owned by the GCPRC, including but not limited to, silverware, trays, chinaware, glassware, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive contract year if the renewal option is utilized.
15. All personnel of the Contractor shall be dressed appropriately to provide food service under good sanitary conditions and consistent with the themes for the various operations as accepted by the GCPRC.
  16. Roving convenience beverage sites may be provided for large special events but will not need to be supplied by the CONTRACTOR for general daily visitors.
  17. The Contractor shall place garbage and trash in containers in designated areas as specified by the GCPRC. The GCPRC shall remove all garbage and trash from the designated areas
  18. The Contractor shall not use the GCPRC's facilities to produce food, meals, or services for other organizations without the approval of the GCPRC. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the Contractor to the GCPRC for such facility usage.

#### **OBLIGATIONS - GENESEE COUNTY PARKS & RECREATION COMMISSION**

The GCPRC shall be responsible for providing the following:

1. The GCPRC will furnish the existing fixed kitchen equipment for the Mill Street Warehouse, Crossroads Café and Lake Side Grill in "as-is" condition and where currently located.
2. The GCPRC will provide exterior building maintenance, utilities, and solid waste services.

3. The GCPRC will provide building space and existing tables and chairs in the dining areas.
4. The GCPRC will provide locked kitchen areas for equipment and supplies of the Contractor.
5. The GCPRC shall furnish and install any equipment and/or make any structural changes the GCPRC deems necessary to maintain compliance with federal, state, or local laws, ordinances, rules, and regulations.
6. During special events or activities hosted by GCPRC where one of the food service areas will be utilized, notice will be given to the contractor for use of the facility and cleaning of the areas utilized will be a GCPRC obligation after the event.
7. The Contractor will replace expendable equipment.
8. GCPRC will have final, prior approval authority for the purchase of all equipment to be used in the storage, preparation, and delivery of concessions and meals.

## **SECTION 6 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

In order to be deemed responsive, proposals must be submitted in the format outlined below:

### **STATEMENT OF APPROACH**

All proposers for the Cafeteria/Catering/Concessions Agreement shall provide as part of the proposal submission their approach to managing the Mill Street Warehouse and Dining Room, Crossroads Café and the Lake Side Grill.

#### **1. Management Approach**

The management plan must be outlined in detail. Include hours of operation, approach to staffing, manager and supervisor responsibilities and credentials (including resumes), chef and kitchen supervisor responsibilities, job responsibilities for all employees, staff experience, special marketing techniques they intend to use, and their approach to special group outings and receptions. Please outline in detail and provide an organizational staffing chart as part of the proposal.

#### **2. Menu Alternative and Pricing**

The proposer for the concession and/or catering contract shall provide as part of their proposal the proposed menus for each site(s) included in submitted proposal, as well as for catered events with alternatives and prices; also include special service arrangements and fees for receptions. In addition, please outline the roving beverage

cart menu with prices, and presentation including hours of operation in the Village on special event days. All prices proposed shall include State of Michigan Sales Tax.

### 3. **Marketing Approach**

This item applies only to proposals for the Catering Agreement. As part of the proposal, provide a proposed marketing approach for all food and beverage components of the Mill Street Warehouse and Dining Room, for the catering contract. Please outline in detail and explain the coordination between the Village management and operation staff and the marketing and scheduling of the Mill Street Warehouse and Dining Room.

### 4. **Customer Service Approach**

The proposer for the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill and catering operation shall provide as part of the proposal submission the customer service approach to all food service operations and staff training manuals including customer service standards used to train all staff employed. Please outline how the training program will interface with the Village staff and volunteer operations.

### 5. **Design, Equipment and Furnishing Approach**

All proposers shall outline their preferred overall operational design and set-up for the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill, and the catering operation.

Proposers should outline the anticipated equipment and furnishings they will supply. Please list out equipment to be provided in detail and the anticipated costs of the investment.

### 6. **Financial Arrangement and Length of Contract Approach**

All proposers shall outline their desired length of contract based on the GCPRC's minimum approach of an initial two (2) year contract with the option to renew annually for each of the next three (3) years for a total of five (5) years. All proposers shall outline their percentage of gross sales from operation of the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill Restaurant, and/or the catering operation for food and beverage operations to be paid on a monthly basis to the Genesee County Parks and Recreation Commission. Complete the Financial Arrangement form, page 22. The financial information and percentage of gross sales proposed to operate and manage the various cafeteria, concessions and catering operations shall be presented as follows:

- Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Mill Street Warehouse Concession.
- Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Mill Street Warehouse and Dining Room Catering operations.
- Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Crossroads Café.
- Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Lake Side Grill.

- % Percentage of Gross from all sources \_\_\_\_\_%  
for all restaurant and concession operations.

## 7. Performance Measures

All proposers should identify their desired performance measurements they feel they can achieve through the management of the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill and catering operations and services. For example:

- Measuring Customer Service Levels
- Measuring Retention of Special Group Outings or Repeat Customers
- Growth of Business Goals
- Average Guest Check Dollar Amount
- Staff Sales Incentive Programs

8. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from proposers.

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. Statement of Exceptions: See Section 1.8 for clarification.
3. Signed Signature Page: See page 23 of this solicitation.
4. Executed Insurance Checklist: See page 24 of this solicitation.
5. References: See page 25 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of five (5) references with contact information: the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance and the scope of services performed by the proposer.

## SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

All proposals shall receive a fair and impartial evaluation by the Genesee County Parks Director and other parties (as determined by the Genesee County Parks Director) per the evaluation criteria stated below. Prior to the issuance of a contract, the apparent successful offeror and/or short listed qualified firms shall be interviewed as a condition of contract award. All interviews will be scheduled by the Genesee County Parks Director. The Genesee County Parks Director shall make recommendation for contract award to the Genesee County Parks and Recreation Commission.

After the recommendation is made the apparent successful offer shall obtain all necessary facility inspections, permits and licenses to operate and provide the food, beverage, cafeteria, catering and concession services as required in this RFP. Contract award will be made predicated on the apparent successful offeror obtaining all necessary inspections, permits and licenses consistent with all Federal, State and Local requirements at their own expense.

If the apparent successful offeror is unsuccessful in meeting the stated requirements within a reasonable time after contract award recommendation is made, the recommendation shall be rescinded. Contract award recommendation will then be made for the offeror submitting the next highest rated proposal.

### EVALUATION CRITERIA

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria.

<b>Evaluation Criteria</b>	
<b>RFP #15-061</b>	
	<b>Possible Points</b>
The quality and merit of the required Statement of Approach included in the proposal response.	15 points
Experience and qualification of the offeror	20 points
Financial benefit and value to Genesee County	15 points
References and experience of similar projects	15 points
Financial stability of proposer	10 points
<b>Phase 2</b>	
Interview	25 points
<b>Total Possible Points</b>	<b>100 points</b>

## FINANCIAL ARRANGEMENT GENESEE COUNTY RFP #15-061

All proposers shall outline their percentage of gross sales for food and beverage operations to be paid on a monthly basis to the Genesee County Parks and Recreation Commission. The financial information and percentage of gross sales proposed to operate and manage the various cafeteria, concessions and catering operations shall be presented as follows:

### Mill Street Warehouse Concession

Concession services will be provided at this location \_\_\_\_\_ yes \_\_\_\_\_ no

- **Year One** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Mill Street Warehouse Concession.
- **Year Two** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Mill Street Warehouse Concession.

### Mill Street Warehouse and Dining Room Catering operations

Food Service and catering services will be provided at this location \_\_\_\_\_ yes \_\_\_\_\_ no

- **Year One** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Mill Street Warehouse and Dining Room Catering operations.
- **Year Two** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Mill Street Warehouse and Dining Room Catering operations.

### Crossroads Café

Concession services will be provided at this location \_\_\_\_\_ yes \_\_\_\_\_ no

- **Year One** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Crossroads Café
- **Year Two** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Crossroads Café

### Lake Side Grill

Concession/Grill services will be provided at this location \_\_\_\_\_ yes \_\_\_\_\_ no

- **Year One** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Lake Side Grill.
- **Year Two** Percent of Gross Monthly Sales \_\_\_\_\_%  
(paid out over 9 months) for Lake Side Grill.

### Cafeteria, Catering and Concession Services will be provided at all locations

\_\_\_\_\_ yes \_\_\_\_\_ no

- **Year One** % Percentage of Gross from all sources \_\_\_\_\_%  
for all restaurant and concession operations.
- **Year Two** % Percentage of Gross from all sources \_\_\_\_\_%  
for all restaurant and concession operations.

Would you be interested in being in providing Cafeteria, Catering and Concession Services at other county locations? For example the County Administration building. \_\_\_\_\_ yes \_\_\_\_\_ no

**Company Name:** \_\_\_\_\_



# GENESEE COUNTY INSURANCE CHECKLIST

**Proposal Title** CAFETERIA, CATERING AND CONCESSION SERVICES FOR THE  
GENESEE COUNTY PARKS AND RECREATIONS COMMISSION

**Proposal Number** 15-061

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate \$200,000 per occurrence \$800,000 in aggregate for
<input checked="" type="checkbox"/> 4. Professional liability Medical Malpractice	
<input checked="" type="checkbox"/> 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 7. Liquor Liability	Minimum \$1,000,000 per occurrence and \$3,000,000 in the aggregate for locations within the Parks that are licensed to sell liquor
<input checked="" type="checkbox"/> 8. <u>Genesee County and Genesee County Parks named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input checked="" type="checkbox"/> 9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 10. The certificate must state bid number and title	

### Insurance Agent's Statement

**I have reviewed the requirements with bidder named below. In addition:**

\_\_\_\_\_ The above policies carry the following deductibles:

---

\_\_\_\_\_ Liability policies are **occurrence** \_\_\_\_\_ **claims made** \_\_\_\_\_

\_\_\_\_\_  
Insurance Agent

\_\_\_\_\_  
Signature

### Bidder's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur prior to the bid, or after the bid has been released. To the degree possible, all changes will be made as soon as feasible. REVISED 12/20/2004



# REFERENCES

List 5 references of similar projects

Submitted by: \_\_\_\_\_

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**1. Company**

---

**Address**

---

**Contact Name**

---

**Phone Number**

**E-mail Address**

---

**2. Company**

---

**Address**

---

**Contact Name**

---

**Phone Number**

**E-mail Address**

---

**3. Company**

---

**Address**

---

**Contact Name**

---

**Phone Number**

**E-mail Address**

---

**4. Company**

---

**Address**

---

**Contact Name**

---

**Phone Number**

**E-mail Address**

---

**5. Company**

---

**Address**

---

**Contact Name**

---

**Phone Number**

**E-mail Address**

# COST RESPONSIBILITY DETAIL SHEET

An "x" indicates whether the cost will be paid by the Contractor, the GCPRC, or whether the cost does not apply to the prospective contract.

<u>Areas of Responsibility</u>		<u>Contractor</u>	<u>GCPRC</u>	<u>N/A</u>
<u>Food</u>	Food Purchases	X		
	Commodity Handling & Processing Charges	X		
	Processing and Payment of Invoices	X		
<u>Non-Food Labor</u>	Contractor Employees	X		
	Salary/Wages	X		
	Fringe Benefits & Insurance	X		
	Retirement	X		
	Payroll Taxes	X		
	Workers Compensation	X		
	Unemployment Compensation	X		
	Preparation & Processing of Payroll	X		
	GCPRC Employees			
	Wages			X
	Fringe Benefits & Insurance			X
	Retirement			X
	Payroll Taxes			X
	Workers Compensation			X
	Unemployment Compensation			X
	Preparation & Processing of Payroll			X
<u>Miscellaneous/Additional Items</u>	Cleaning/Janitorial Supplies	X		
	Paper/Disposable Supplies	X		
	Tickets/Tokens/I.D. System	X		
	Silverware/Glassware			
	Initial Inventory	X		
	Replacement During Operation	X		
<u>Telephone</u>	Local		X	
	Long Distance		X	
<u>Uniforms</u>		X		
<u>Linens</u>		X		

**Laundry**

**COST RESPONSIBILITY DETAIL SHEET**

<b><u>Areas of Responsibility</u></b>		<b><u>Contractor</u></b>	<b><u>GCPRC</u></b>	<b><u>N/A</u></b>
<b><u>Trash Removal</u></b>		X		
	From Kitchen	X		
	From Dining Area	X		
	From Premises		X	
<b><u>Pest Control</u></b>			X	
<b><u>Equipment Replacement &amp; Repair</u></b>				
	Non-expendable		X	
	Expendable	X		
<b><u>Products &amp; Public Liability</u></b>		X		
<b><u>Insurance</u></b>		X		
<b><u>Equipment Rental (explain)</u></b>		X		
<b><u>Car/Truck Rental (explain)</u></b>		X		
<b><u>Vehicle Maintenance</u></b>		X		
<b><u>Storage Costs</u></b>		X		
<b><u>Courier Services</u></b>		X		
<b><u>Sales Tax</u></b>				X
<b><u>Other Taxes and Materials</u></b>		X		
<b><u>Printing</u></b>		X		
<b><u>Promotional Materials</u></b>		X		
<b><u>Other (cannot include overhead expenses incurred by CONTRACTOR)</u></b>				
<b><u>Cleaning Responsibilities</u></b>				
	Preparation Areas	X		
	Serving Areas	X		
	Kitchen Floors	X		
	Dining Room Floors	X		
	Hoods, Duct Work	X		
	Routine Cleaning of Tables and Chairs	X		
	Cafeteria Walls	X		
	Light Fixtures		X	
	Windows		X	
	Grease Traps		X	
	Restrooms		X	

# **ATTACHMENT 1 –**

## **Crossroads Village Restaurant/Grills and Catering Operations Agreement**

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Contractor Name**, a **[State] [Entity Type]**, whose principal place of business is located at **Contractor Address** (the “Contractor”) (the County and the Contractor together, the “Parties”).

### **1. Agreement and Authority**

This Agreement is entered into pursuant to RFP # 15-061 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### **2. Term**

#### **2.1 Initial Term**

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the “Initial Term”) 2 years.

#### **2.2 Extension Terms**

The Board has the option to extend this Agreement for up to three (3) additional one year terms (the “Extension Terms”).

### **3. Purpose**

This contract is entered into to manage and provide cafeteria, catering and concession services at any or all of the facilities which include the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill and the Catering operation at Crossroads Village and the Huckleberry Railroad.

### **4. Scope of Work**

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

### **5. Compensation**

The Contractor shall be responsible for setting a fair price for meals, concession items and catering services that will fully support the operations of the GCPRC. Patrons of the GCPRC will pay for all meals, snacks, food, beverage and catering services. The GCPRC will not be responsible for subsidizing the Cafeteria, Catering and Concession operations. The Contractor shall pay a percent of gross sales as provided in their proposal and/or negotiated to operate

and manage the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill Restaurant, for the provision of food, beverage, Cafeteria, Catering and Concession services. The payment shall be paid monthly to the Genesee County Parks and Recreation Commission.

**6. Taxes.**

The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

**7. Contract Administrator**

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

**8. Reporting Requirements**

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

**9. Inspection and Acceptance**

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

**10. Warranties**

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.

10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

## **11. Suspension of Work**

### **11.1 Order to Suspend Performance**

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

### **11.2 Necessary Actions Before Suspension**

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## **12. Termination**

### **12.1 Termination for Cause**

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

## 12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

## 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

## 12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

# 13. Equipment Purchased with County Funds

## 13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

## 13.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

#### **14. Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

#### **15. Freedom of Information Act**

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

#### **16. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

#### **17. Audit Rights**

##### **17.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

##### **17.2 Inspection**

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.



### 17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### 17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

## **18. Identity Theft Prevention**

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **19. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Contract.

### 19.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

### 19.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

## **20. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **21. General Provisions**

### **21.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

21.1.4. Exhibit C – The Contractor's Budget

21.1.5. Exhibit D – Insurance Checklist

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **21.2 No Assignment**

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### **21.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **21.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

**CONTRACTOR NAME**

COUNTY OF GENESEE

By: \_\_\_\_\_  
**Name of Contractor Signatory**  
**Title of Contractor Signatory**

By: \_\_\_\_\_  
Jamie Curtis, Chairperson  
Board of County Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Corporation Counsel

Date: \_\_\_\_\_

EXHIBIT A  
Description of the Services

**The successful offeror (Contractor) shall be responsible for providing and performing the following:**

1. Provide nutritionally balanced, diverse, well-prepared and tasteful meals, food items and beverages which may consist of the following options: hot entrées, soup, salads, sandwiches, dessert item(s), fruit, grill service, and a variety of beverage options.
2. Provide professional services in a manner that will assure the quality, appropriateness and acceptance of all meals, food items and beverages prepared and served. The contractor shall comply with all local and state sanitation requirements in the preparation of food.
3. Provide all raw food, condiments, materials, supplies and equipment necessary for the preparation and provision of meals and food items.
4. Provide expertise, management, staff, and preparation skills for the consistent, timely service of meals, food items and beverages. All food and beverages are to be served in a sanitary manner with proper and professional supervision.
5. Provide all supplies such as plates, trays, utensils, glassware, take out containers and utensils, pots, pans, warmers and all necessary items for serving meals and keeping food hot or cold.
6. The Contractor shall at all times maintain an adequate staff to provide competent, experienced management and properly trained, qualified personnel. Staffing levels must be adequate to provide for vacations, sickness, resignations, and/or discharges of personnel. All staff of the contractor working on GCPRC property will be required to pass a background check.
7. The Contractor shall immediately inform the Crossroads Village Manager of any condition that will affect the preparation and service of meals, food items, beverages, and catering services. The Crossroads Village Manager will oversee all Food and Beverage Contractor operations and manage the Cafeteria, Catering and Concessions Agreement.
8. Responsible for any damage done to County and GCPRC property as a result of the Contractor.
9. The Contractor shall clean all areas of the Restaurant/Grill operations. This includes but is not limited to clean up of food preparation, food service, dining area, equipment, dumpster locations and disposal of trash. The Contractor shall maintain a neat and orderly operation at all times. The Contractor shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with the standards acceptable to the GCPRC and

comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling the Contractor shall clean the kitchen and dining room areas as indicated on the Cost Responsibility Detail Sheet.

10. Provide pest control services in the food preparation, service and dining areas.
11. The Contractor shall be responsible for setting a fair price for meals, concession items and catering services that will fully support the operations of the GCPRC. Patrons of the GCPRC will pay for all meals, snacks, food, beverage and catering services. The GCPRC will not be responsible for subsidizing the Cafeteria, Catering and Concession operations.
12. The Contractor shall adhere to all required Federal, State and Local licenses, permits, public health certificates and public safety inspections for the provision of all food, beverage and catering services at their own expense. It is the sole responsibility of the CONTRACTOR to find out what is required and to pay fees where applicable.
13. Provide monthly reports to the Genesee County Parks and Recreation Commission indicating gross sales revenue for the month, total monthly expenses and margins earned for the month.
14. The Contractor shall pay a percent of gross sales as provided in their proposal and/or negotiated to operate and manage the Mill Street Warehouse and Dining Room, Crossroads Café, the Lake Side Grill Restaurant, for the provision of food, beverage, Cafeteria, Catering and Concession services. The payment shall be paid monthly to the Genesee County Parks and Recreation Commission.
15. All equipment provided by the Contractor and existing equipment provided by the GCPRC shall be the sole responsibility of the Contractor. The Contractor shall replace, maintain and repair (per manufacturer recommendations) all equipment used for the cafeteria operations at Contractor's expense.
  - A. All food preparation and serving equipment owned GCPRC shall remain on the premises of the GCPRC. The GCPRC shall not be responsible for loss or damage to equipment owned by the contractor and located on the GCPRC premises.
  - B. The contractor shall notify the GCPRC of any equipment belonging to the contractor on GCPRC premises within ten (10) days of its placement on GCPRC premises.
  - C. The GCPRC, on the termination or expiration of the contract, shall conduct a physical inventory of all equipment and commodities owned by the GCPRC.
  - D. The Contractor shall surrender to the GCPRC upon termination of the contract, all GCPRC equipment and furnishings in good repair and condition.
  - E. The Contractor and the GCPRC shall inventory the equipment and commodities owned by the GCPRC, including but not limited to,

silverware, trays, chinaware, glassware, and kitchen utensils. This will be performed at the beginning of the contract and at the beginning of each successive contract year if the renewal option is utilized.

16. All personnel of the Contractor shall be dressed appropriately to provide food service under good sanitary conditions and consistent with the themes for the various operations as accepted by the GCPRC.
17. Roving convenience beverage sites may be provided for large special events but will not need to be supplied by the CONTRACTOR for general daily visitors.
18. The Contractor shall place garbage and trash in containers in designated areas as specified by the GCPRC. The GCPRC shall remove all garbage and trash from the designated areas
19. The Contractor shall not use the GCPRC's facilities to produce food, meals, or services for other organizations without the approval of the GCPRC. If such usage is mutually agreeable, there shall be a signed agreement, which stipulates the fees to be paid by the Contractor to the GCPRC for such facility usage.

EXHIBIT B  
Reports Required from the Contractor

<u>Description of Report</u>	<u>Frequency</u>
Gross Sales Revenue	Monthly
Total monthly expenses	Monthly
Margins earned for the month	Monthly



EXHIBIT C  
Contractor's Projected Budget  
Date to Date

EXHIBIT D  
Insurance Checklist

**Proposal Title** CAFETERIA, CATERING AND CONCESSION SERVICES FOR THE  
GENESEE COUNTY PARKS AND RECREATIONS COMMISSION

**Proposal Number** 15-061

**Coverages Required** **Limits (Figures denote minimums)**

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|--|---|
| <u> X </u> 1. Workers' Compensation  | Statutory limits of Michigan  |
| <u> X </u> 2. Employers' Liability   | \$100,000 accident/disease<br>\$500,000 policy limit, disease   |
| <u> X </u> 3. General Liability  | Including Premises/operations<br>\$1,000,000 per occurrence with \$2,000,000 aggregate  |
| <u> X </u> 4. Professional liability<br>Medical Malpractice  | \$200,000 per occurrence \$800,000 in aggregate for   |
| <u> X </u> 5. Products/Completed operations  | \$1,000,000 per occurrence with \$2,000,000<br>Aggregate [If applicable]  |
| <u> X </u> 6. Automobile liability   | \$1,000,000 combined single limit each accident-<br>Owned, hired, nonowned  |
| <u> X </u> 7. Liquor Liability   | Minimum \$1,000,000 per occurrence and \$3,000.000 in<br>the aggregate for locations within the Parks that are<br>licensed to sell liquor |
| <u> X </u> 8. <u>Genesee County and Genesee County Parks named as an additional insured on other than<br/>workers' compensation via endorsement. A copy of the endorsement or evidence of blanket<br/>Additional Insured language in the policy must be included with the certificate.</u> |   |
| <u> X </u> 9. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)  |   |
| <u> X </u> 10. The certificate must state bid number and title   |   |