



## Cave City Convention Center

502 Mammoth Cave St., Cave City, KY 42127  
270-773-3131  
[www.cavecityconventioncenter.com](http://www.cavecityconventioncenter.com)

**DATE:** April 27, 2020  
**TO:** Catering & Food Service Operators  
**SUBJECT:** Request for Proposal (RFP) for Food Service Operator

You are invited to submit a proposal for Food Service Operation for the Cave City Convention Center (hereafter CCCC within this document) of Cave City, KY

Any desired pre-proposal meeting(s) in regards to this project at the offeror's request will be handled case by case by appointment only. If scheduled, meeting would be brief in nature and take place in the Cave City Convention Center Executive Director's office, located at 502 Mammoth Cave St, Cave City, KY.

### **CONTACT:**

All inquiries regarding proposal should be made to Greg Davis via email at [cavecitytourism@gmail.com](mailto:cavecitytourism@gmail.com). Questions or requests may be asked in writing up to 4pm, Friday, May 8, 2020 re: the proposal documents. Emails should be titled "Question for Food RFP".

Attached hereto is the Request for Proposal (RFP) instruction document. The written requirements contained in this (RFP) shall not be changed or superseded except by written addendum from the Cave City Convention Center. Failure to comply with the written requirements for this proposal may result in rejection of the proposal by the Cave City Convention Center.

One (1) original and seven (7) copies of the proposal, price schedule and attachments must be submitted. Proposals are to be sealed, marked with the offeror's name and address, and labeled, "**RFP for FOOD SERVICE OPERATOR**" and mailed to:

Cave City Convention Center  
c/o Greg Davis  
PO Box 518  
Cave City, KY 42127

**PROPOSALS DUE no later than FRIDAY, May 8, 2020, 4:00 PM CST**

The Cave City Convention Center reserves the right to reject any and all proposals, to waive any technicalities or irregularities, and to award the contract based on the highest and best interest of the Cave City Convention Center.

Cave City Convention Center Food Services RFP 2020-2023

**REQUEST FOR PROPOSAL  
FOR  
FOOD SERVICE OPERATOR  
FOR  
CAVE CITY CONVENTION CENTER  
CAVE CITY, KY**

**SUBMISSIONS ARE DUE AT THE ADDRESS SHOWN BELOW NO LATER THAN**

**FRIDAY, May 8, 2020 – 4:00 PM CST**

**CAVE CITY CONVENTION CENTER  
c/o Greg Davis  
PO Box 518  
CAVE CITY, KY 42127**

**THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS PROPOSAL TO THE CAVE CITY CONVENTION CENTER ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE OFFEROR.**

**ISSUE DATE: Monday, April 27, 2020**

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**PROPOSAL SCHEDULE**

The anticipated schedule for the RFP and contract approval is as follows;

Proposal Documents Available ..... Monday, April 27, 2020

Pre-proposal Meeting at the Cave City Convention Center ... By appointment only per responder request

Deadline for submission of questions ..... Friday, May 1, 2020 – 4:00PM CST

**Proposal Due ..... Friday, May 8, 2020 – 4:00PM CST**

Anticipated date of award ..... Tuesday, June 9, 2020

Proposal Valid Until ..... December 31, 2020

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**I. DEFINITIONS**

1. "Agreement" shall refer to the contract executed between the Contractor and the Authority in accordance with these specifications and the Contractor's proposal submitted and accepted by the Authority, all of which will be incorporated into the Agreement. In other words, the RFP, proposal and addendums will be incorporated into the contract as part of one final agreement.
2. "Alcoholic Beverages" shall refer to all mixers, alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.
3. "Facilities" shall refer to the entire Cave City Convention Center including pre-function and exhibit areas.
4. "Catering sales" shall refer to any food or beverage function where there is a guaranteed number of guests/multiple customers, e payment for the entire function rests with one individual, event, company or association.
5. "Authority" shall refer to the Cave City Convention Center and/or its authorized representative. Correspondence to the Cave City Convention Center should be addressed to:  
Greg Davis,  
Executive Director  
Cave City Convention Center,  
PO Box 518  
502 Mammoth Cave St.  
Cave City, KY 42127
6. "Concession Sales" shall refer to all sales of food and beverage sold from permanent or portable concession stands or roving vendors to individual customers.
7. "Contractor" shall refer to that party selected by the Authority to provide the services set forth herein.
8. "Gross Receipts" shall refer to the total amount of money, service charges received or charged by the Contractor, or any agent, subcontractor, or employee of the Contractor for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Agreement, excluding applicable sales taxes and only up to 18% gratuities. All other service charges, fees, etc. will be considered in gross receipts calculations.
9. "Licensee" shall refer to any person or entity that may from time to time enter into any agreement for the use of one or more of the Facilities for a particular purpose.
10. "Offeror" shall refer to any responsible person or entity submitting a proposal to provide the services as defined by and in accordance with these specifications.

## II. GENERAL INFORMATION

The **Mission Statement** of the Cave City Convention Center: To seek to enhance the quality of life in Cave City-Barren County by serving as the cultural, civic and social center of the community and by generating maximum economic impact.

**RFP Goal:**

The Authority is seeking a contractor to provide exclusive food services with an approved catering partner.

**Terms of Agreement:** The contract will be for a 3-year term ending July 1, 2023.

**Description of contractor's services:** The contractor shall provide all basic services required for operation of concessions, catering and occasional serving of wine or beer. Services shall be provided at a standard acceptable with the Executive Director of the facility. The Cave City Convention Center is seeking a percent of gross sales agreement as suggested by the contractor exclusive of tax and 18% gratuity.

**Basic Services:**

**Concessions:** Contractor will have the responsibility to ensure concessions operations are provided at public events as well as private event deemed required by the Cave City Convention Center through its services and the use of partnerships mutually agreeable with the Cave City Convention Center.

**Catering:** Contractor will have the right/responsibility to promote, sell, negotiate, administrate, and solicit food services for end users and clients at the Cave City Convention Center. Cave City Convention Center shall have priority over other private catering events scheduled by the approved contractor.

**Alcoholic Beverage Service:** The contractor shall obtain necessary S.T.A.R. training in order to serve wine and/or beer during dinner service.

### III. FACILITY DESCRIPTION

The Cave City Convention Center is a 24,000 square foot (includes all pre-function/lobby spaces) public assembly facility located in the northwest section of Barren County, KY and centrally located in the state of Kentucky, 1 mile off I-65 at exit 53. The Cave City Convention Center is located approximately 85 miles south of Louisville, KY and 92 miles from Nashville, TN. The Cave City Convention Center was completed in 1980 and is owned by Cave City Public Properties, LLC. The facility is managed by the Cave City Tourist and Convention Commission, formed in 1978. The facility underwent expansion in 1998, and extensive upgrades and renovations in 2013-2014. The Cave City Convention Center includes a 6160 square foot auditorium with portable stage; 1716 square foot meeting space on the east side of the building with two break out rooms; 3480 square foot meeting space on the west side of the building with three break out rooms; 462 square foot meeting room; dressing rooms; full service kitchen. Check out [www.cavecityconventioncenter.com](http://www.cavecityconventioncenter.com) for further information.

The Cave City Convention Center operated for many years with a single in-house food service. For the past 9 years, catering has been exclusive (no outside caterers permitted) as a means to ensure standard food quality and consistent service.

### IV. PROPOSAL PROCESS

1. Each offeror shall carefully examine all proposal documents and any and all Addenda or other revisions, and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Should an offeror find discrepancies or ambiguities in, or omissions from the proposal documents, or should the offeror be in doubt as to their meaning, offeror shall at once and in any event, not later than ten (10) days prior to proposal due date, submit a written request for interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the RFP will be made only by written Addenda to all persons who have attended the pre-proposal conference.
2. Each Offeror shall submit all of the forms attached hereto (Exhibits A, B, and C).
3. The **original and seven (7) duplicate proposals** are due by 4:00pm CST, May 8, 2020 to  
Cave City Convention Center  
c/o Greg Davis  
PO Box 518  
Cave City, KY 42127  
No proposal will be accepted after that time. They should be enclosed in a sealed envelope with the offeror's name, address, and telephone number, and labeled "**RFP for FOOD SERVICE OPERATOR**"

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4. Execution of Proposal:
  - a. If the Offeror is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and title of the person signing shall be shown set forth on the document.
  - b. If the Offeror is an individual or sole proprietorship, the Proposal shall be signed by the individual in person, stating the names or style, of any, under which the Offeror is doing business.
  - c. The proposal shall show the present business address of the Offeror at which communications from the Authority and notices served are to be received.
  
5. All proposals shall be submitted with one (1) original and seven (7) copies.

### **V. FINANCIAL TERMS**

This agreement will take on the form of a Percentage Commission Agreement. The Contractor shall pay the Authority a percentage of Gross Receipts as detailed in example below. This amount shall be no less than 20% of Gross Catering Sales. Cave City Convention Center, as a service convenience to the client, handles bookkeeping for events. Cave City Convention Center collects all money due from client and processes and pays sales tax and restaurant tax to the KY Department of Revenue.

#### **A. FOOD SERVICES**

Example of commission owed at 20% for specific food event:

\$20 per plate

200 people are guaranteed and attend the event

\$4000 = food charge

$\$4000 \times .18 = \$720$

$\$4000 \times .01 = \$40$  for local restaurant tax

$\$4000 \times .06 = \$240$  sales tax

$\$4000 + 720 + 40 + 240 = \$5000$  owed by client

$\$4000 \times .20 = \$800$  catering fee due CCCC

$\$5000 - 800 - 40 - 240 = \$3920$  paid to caterer from CCCC

#### **B. ADDITIONAL FINANCIAL TERMS – REPORTING:**

1. Operator.
  - a. The Operator shall keep accurate and complete records of Gross Receipts, showing in detail all business transacted from the Premises.
  - b. Caterer will provide Center detailed invoice of charges no later than 10 days after event.
  - c. Center will invoice client for Caterer fees no later than three (3) days after receipt of food service charges.
  - d. Center will pay Caterer within five (5) working days after receipt of food service expenses.
  - e. Center agrees to waive catering fees for any concession events generating less than \$150 revenue.

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### 2. Contractor.

- a. Convention Center will provide bookkeeping services for Caterer s Convention Center events and act as pass through agency for collecting and processing caterer fees to leasee.
- b. CCCC will collect, process and pay local and state taxes on behalf of Operator

### C. STAFFING:

- a. **Food and Beverage Director/Chef:** Minimum five (5) years' experience in similar volume facility. Degree in Business or Hospitality management or reciprocal experience preferred.
- b. **Servers:** Operator to provide adequate serving and kitchen staff for each event. CCCC is not responsible for food service staffing for any event.

## VI. OPERATING REQUIREMENTS:

### 1) CAVE CITY CONVENTION CENTER OFFER:

- a. Convention Center will provide the following licenses and permits as required by law:
  - i. Current health inspection/permit
  - ii. Liability insurance policy with \$1,000,000 coverage contractor as additional insured.
  - iii. Alcohol license
  - iv. Liquor Liability
- b. Center will provide accessible, clean and well-lit work space.
- c. Center will make every effort to provide Caterer with fully functional equipment. Should any equipment be found not functional, or in danger of not functioning properly, the Center will make every effort to notify the Caterer in advance and arrange for immediate repairs.
- d. All tables, chairs, dance floor, risers, linens, dinnerware, flatware, setup and breakdown of same, will be the responsibility of the Center.
- e. Facility space for the event will be designated and contracted with the client by the Center. Setup will be provided by the Center as directed by the leasee/client
- f. Center will furnish all electric, gas, water and drainage service
- g. Center will check operating temperatures of all coolers and freezers daily and notify Caterer of any abnormal conditions found, in addition to arranging repairs immediately. Center will reimburse Caterer for any food spoilage due to failure to comply with equipment inspection schedule.
- h. Center is responsible for providing white table linens and table skirts as required by the event, unless otherwise arranged with Caterer by client. Linens will be provided to Caterer at cost of \$2.50 or \$2.35 each, depending on size. Linen napkins will be provided at a cost of \$0.15 each.
- i. Event areas, including food service, will be set by Center staff per client's specifications. Center will meet with Caterer and Client to discuss said arrangements as determined by client.

- j. Center will communicate with Caterer on any tentative dates, and confirm with Caterer when contract is confirmed with client.
- k. It shall be agreed that after signing of a contract with exclusive provider that no new outside catering agreements can be made unless addressed within the scope of the new operating contract. It shall be the responsibility of the exclusive contractor to ensure that minimum standards are being managed and that all fees due the Authority are being collected and paid to the Authority.

**2) CATERER SPECIFICATIONS:**

- A. Caterer will procure and keep in force during the entire period of the contract all licenses and permits required and provide copies to the Cave City Convention Center annually or as required by law:
  - i. Copy of Cave City business license
  - ii. Copy of current health inspection/permit
  - iii. Copy of liability insurance policy with \$1,000,000 coverage with Cave City Convention Center as additional insured.
- B. Caterer will notify Cave City Convention Center of needed repairs to kitchen equipment immediately if equipment is not functional, or be in danger of not functioning properly
- C. Caterer will respond to client within three (3) business day of client inquiry
- D. Interested parties who contact the Caterer prior to contacting the Cave City Convention Center will be instructed to confirm facility availability at the Center to reserve space and confirm event details
- E. Caterer is responsible for maintaining proper sanitation and safety in and around food service areas as required by state and county guidelines. This includes, but is not limited to, removal of trash from event areas and kitchen areas to dumpster and/or recycling bins as provided by the Cave City Convention Center.
- F. Cleanup of food, plates, utensils, etc., is the responsibility of Caterer
- G. Report any equipment or property damages to Center. Caterer will be responsible for repairs if damages occurred through misuse of equipment.
- H. Caterer will provide superior levels of customer service to all Cave City Convention Center clients.
- I. Caterer will provide fresh, wholesome food and beverage products in accordance with sanitation and safety practices as established by the State of Kentucky and County of Barren.

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**VII. UTILITIES**

- a. Center will provide the Contractor, at no cost, for usage of HVAC, electricity, gas, water and sewer service for the Contractor's operation. Contractor shall utilize prudent energy management.
- b. The cost of Contractor's trash and recycling removal from the facility will be incurred by the Authority. Center is responsible for trash removal in non-event areas of the Center, and for removal from premises.
- c. Caterer will be provided access to Center's waste disposal facilities at no charge.

**VIII. INSURANCE**

Contractor shall not commence any work under the Agreement until he/she has obtained prescribed insurance:

- a. Insurance company must be licensed and do business in the state of Kentucky and responsible in the judgment of the Authority
- b. All coverages should be evidenced by a Certificate of Insurance with a copy of the policy delivered to the Authority
- c. All coverages must contain a 30-day notice of cancellation to the Additional Insures.
- d. All policies shall name the Authority as an additional insured.
- e. All policies shall provide that they may not be cancelled, renewed or reduced unless at least thirty (30) days' notice thereof has been provided to the additional insurers. In no event shall any party be required to insure for liability limits in excess of coverage which is available at commercially reasonable rates. In the event that tort liability reform is adopted which makes the limits of liability herein above provide in excess of commercially reasonable and prudent limits of liability, such limits will be equitably recurred. The insurance policies required hereunder shall be reviewed on an annual basis to determine the adequacy of the coverage amount.
- f. Not later than the date on which coverage is to be provided hereunder, the party required to provide same shall furnish to the other party a certificate evidencing the required coverage.
- g. Liability insurance policy with \$1,000,000 coverage with Cave City Convention Center as additional insured

**IX. AFFIRMATIVE ACTION/AUTHORITY DIRECTIVES**

The Authority is committed to equal opportunity in employment and in awarding of contracts for goods and services.

Any Contractor doing business with the Authority will require its contractors and subcontractors to comply with Equal Opportunity/Affirmative Action requirements.

The Contractor shall not discriminate against any employee or applicant for employments for services because of race, color, ethnic status, religion, sex, age, national origin or handicap, the agreement may be deemed terminated and Contractor's further rights hereunder forfeited.

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It is the policy of the Authority that an Authority's employee, officer or agent of the Authority may not participate in personal services or construction in which contract or subcontract, he, or any member of his immediate family, business partner or any organization in which they serve as an office, director, trustee or employee, has a financial interest.

The successful bidder must comply with the provision of the Americans with Disabilities Act (ADA) and all rules and regulations promulgated there under. By submitting a proposal, the successful bidder agrees to indemnify the Authority from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor its subcontractor, agents, successor, assigns, officers, or employees to comply with the provisions of the ADA or the rules and regulations promulgated there under.

### **X. DEFAULT & TERMINATION**

A resulting agreement shall contain appropriate provisions defining events of default by the contractor including, but not limited to, the following events.

In the event that the Contractor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, kept or observed, the Authority shall give the contractor written notice of such default; and in the event such default is not remedied to the satisfaction and approval of the Authority within fifteen (15) days of receipt of such notice by the Contractor, the Contractor may be declared in default and all of their rights hereunder shall terminate. At the direction of the Authority the Contractor shall vacate the facilities and shall have no right to further operate under the contract.

Should the Contractor be placed into bankruptcy either voluntarily or by the courts, or should the Contractor become financially insolvent and unable to perform its duties of this Agreement, the Authority may immediately place the Contractor in default, and the Authority or its designee may assume the operation of the resulting agreement.

The Authority shall retain the right to terminate the resulting agreement if Authority is generally dissatisfied regarding Contractor's performance or Contractor's ability to work cooperatively with the Authority or its Lessee's, without asserting a default by the Contractor.

The Authority strongly supports "green" practices such as recycling of kitchen packaging, food waste reduction programs, use of earth-friendly disposable products, energy conservation, and the responsibility use of water. The absence of such a general commitment would be probable cause for dissatisfaction.

### **XI. REQUIRED SUBMITTALS**

Each offeror shall submit, as a minimum, all of the following information:

1. A list of other clients similar to the facilities that offeror serves or has served in the past five (5) years. Please provide detailed information, e.g. name, address, and telephone number of the facility, contact name, length of time, size of facility, number and type of events, attendance.

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2. A resume of the experience, education, and performance record of the proposed Contractor.
3. Detailed staffing charts for typical events at the facilities, including a sit-down dinner for 400. Include back-of-the house as well as service employees for all areas.
4. Proof of 5 years of full-service catering in a quality establishment with regular service of 20-500 patrons.
5. Banquet menus and proposed prices

## **XII. REVIEW OF PROPOSALS AND SELECTION OF CONTRACTOR**

Offeror's are advised that the Authority, if deciding to select a Contractor, intends to select the responsible Offeror whom the Authority determines, based on the criteria set out below, will provide the CCCC with the highest quality products, services, and management possible.

In order to make a selection, the Authority will consider all of the following **selection criteria** in totality, of which no single item will be the sole deciding factor:

- 2) Experience and qualifications of those persons designated by the Offeror as proposed management level personnel.
- 3) The Offeror's performance and reputation at other facilities, as shown by contacts with representatives of those facilities by phone, mail, or on-site visits, which have been or may be made by the Authority.
- 4) Offeror's Food and Beverage products, specifically how they relate to food presentations, and flexibility of menu pricing and packaging.
- 5) Offeror's proposal that maximizes the total financial return to the Authority.

### **Rejection of Proposals**

Authority reserves the right, at its discretion;

- 6) To reject any or all proposals.
- 7) To waive technical or insubstantial irregularities in the proposal of any Offeror, when not shown to have resulted in any unfair advantage to any Offeror.
- 8) To reject proposals containing any conditions and/or contingencies which, in the Authority's judgment make the proposal indefinite or incomplete.

The expense of developing a proposal for these services and complying with the terms of this RFP remains the cost of the Offeror, regardless of the Authority's selection of service providers.

**XIV. ACKNOWLEDGEMENT OF ADDENDA**

The Offeror has examined and carefully studied the Specifications and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_ Acknowledgement \_\_\_\_\_  
initial

**Offeror's must acknowledge any issued addenda. Proposals which fail to acknowledge the Offeror's receipt of any addendum will result in the rejection of the Proposal if the addendum contained information which substantively changes the Owner's requirements.**