

REQUEST FOR PROPOSAL (RFP): FOOD AND BEVERAGE SERVICES PROVIDER

I. INTRODUCTION

Laramie County, Wyoming (COUNTY) by and through the Laramie County Board of Commissioners, is seeking proposals for the provision of food and beverage cafeteria services at the Laramie County Government Complex, located at 310 West 19th Street, Cheyenne, Wyoming.

The successful respondent will be expected to provide breakfast and lunch to building occupants and members of the public as needed, with offerings that may include a variety of nutritious choices made with local ingredients when possible.

II. INSTRUCTIONS

Responses are to be hand delivered or via regular mail by 4:00 p.m. (Mountain Standard Time) by December 1st, 2021, to the following individual:

Valerie Miller
Executive Assistant to the Laramie County Board of Commissioners
310 W. 19th St., Suite 300, Cheyenne, Wyoming 82001
Phone: (307) 633-4260.

A public opening of all proposals will occur on December 6, 2021 at 5:00 p.m. No decision regarding the selected proposal will be made at the opening of proposals. Only the names of the vendors submitting proposals will be read aloud at the RFP opening. The proposals will be available for inspection during normal business hours in the Laramie County Clerk's Office within three (3) working days of the closing date.

All proposals must be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer. Each respondent shall submit five (5) complete sets of the proposal form, one marked "ORIGINAL" and four (4) marked "COPY".

It is the Proposer's sole responsibility to ensure that their proposal is received prior to the scheduled closing time for receipt of proposals. No corrected or resubmitted proposals will be accepted after the deadline.

This Request for Proposal does not commit Laramie County to award a contract or pay any costs incurred in the preparation of a proposal responsive to this request. The County reserves the right to accept all or part of any proposal or to cancel in part or in its entirety this Request for Proposal.

All proposals submitted in response to this request become property of the County and are considered records that may be subject to public review. Wyoming law requires that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. The winning proposal however will not be made available to the public until a contract is negotiated and executed by the parties involved.

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS OF THIS RFP, INCLUDING FAILURE OF A PROPOSAL TO BE RECEIVED BY THE DEADLINE NOTED ABOVE, MAY RESULT IN DISQUALIFICATION OR REJECTION OF THE PROPOSAL.

III. REQUEST FOR INFORMATION

Questions related to this RFP must be submitted in writing to Valerie Miller at the above referenced address. Emails must be entitled in the subject Line: "Question Regarding Food Service RFP" and sent to valmiller@laramiecounty.com or by letter with the same subject header to Laramie County Commissioners, 310 W. 19th St., Suite 300, Cheyenne, WY 82001. Questions must be submitted no later than 4:00 p.m. (Mountain Time), on December 1, 2021.

Vendors interested in submitting a proposal are directed not to make personal contact with members of the Board of Commissioners or their agency or division heads, with the exception of the individuals listed above. FAILURE TO ADHERE TO THIS REQUIREMENT MAY RESULT IN DISQUALIFICATION.

IV. SCOPE OF SERVICES

The scope of services required of the successful respondent includes, but will not be limited to the following:

- i. The successful respondent shall be required to operate food and beverage sales at the Laramie County Government Complex;
- ii. Shall be responsible for providing all labor and management of the cafeteria;
- iii. Obtain and maintain required licenses for food service through the Cheyenne Laramie County Health Department or any other applicable agency, and maintain compliance with all applicable regulations including but not limited to, food service, preparation, storage, health and safety requirements;
- iv. Be required to remain open from 8:00 a.m. through 2:00 p.m., Monday through Friday, excluding holidays, except in extraordinary circumstances or as requested by the COUNTY;
- v. Will be responsible for operational costs including supplies, materials and normal maintenance of the equipment required to deliver food and beverage services;
- vi. Shall maintain through cleaning and upkeep, the areas/facilities of the Laramie County Government Complex used in the operation of the food and beverage service in a manner consistent with and in accord with the directions of the Director. The Vendor shall on a

daily basis dispose of all trash in the trash receptacle/dumpster located outside the Complex;

- vii. Comply with all reasonable requests of the Director regarding operations, including but not limited to removing exterior signage when closing for the day and upkeep of storage areas;

V. PROPOSAL REQUIREMENTS

In order to be considered, a proposal must be clear, concise, complete and organized, and fully address all questions and requirements. It must include the following components:

- i. Provide a general overview of your proposal and how your approach is best suited to the needs of county employees and members of the public;
- ii. Describe your mission and core values including years in business if any, locations, management bios and organization chart;
- iii. Describe what differentiates you from your competitors and how that will impact the quality of your services to the COUNTY;
- iv. Provide a detailed overview of the resources that will be deployed to support uninterrupted and consistent dining services at the Complex;
- v. Provide a description of your food service plans including sample café and menus, special promotions, vending product lists and healthy meal options;

VI. EVALUATION CRITERIA

Vendors submitting a proposal are advised that all proposals will be evaluated to determine the vendor deemed most qualified to meet the needs of the COUNTY. The evaluation criteria will include, but not be limited to, the items listed below:

- i. Demonstrated understanding and responsiveness to the Request for Proposal,
- ii. Experience and expertise of providing the same or similar type of food and beverage services,
- iii. Food safety initiative and/or trainings,
- iv. Satisfaction of previous clients, if applicable.

VII. GENERAL PROVISIONS

- i. The successful respondent will be required to enter into a contract with the COUNTY upon terms acceptable to the COUNTY, and will be required to provide proof of insurance to the COUNTY. The contents of this RFP and all provisions of the successful proposal deemed pertinent by the County will be incorporated into the subsequent contract and become legally binding.
- ii. The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). In addition, the County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so.
- iii. Space in the atrium area to be occupied and used shall be determined by Laramie County and is subject to change in the discretion of Laramie County. The café area is equipped with sinks, grease trap, electrical outlets and other facilities.
- iv. Any and all use of utilities, spaces and facilities shall be in accord with the direction of the Laramie County Maintenance Director and in compliance with all applicable safety and industry standards.
- v. Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful Respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- vi. All documents or records produced and maintained in the course of providing the services outlined herein and associated with the business, shall be available for inspection and review by Laramie County.
- vii. Any errors or omissions discovered in this RFP, or any additional information needed to clarify any issues in the request, will be communicated to all vendors who have expressed an interest in providing services. The communication will amend the requests accordingly.

VIII. CONTRACT TERMS

The contract to be entered into by a successful respondent may include, but not be limited to, the following terms and conditions as well as insurance requirements:

- i. Acceptance Not Waiver: The COUNTY's approval of the services furnished hereunder shall not in any way relieve the RESPONDENT of responsibility for the services provided herein. The COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- ii. Independent Contractor: The services to be performed by the RESPONDENT are those of an independent contractor and not as an employee of the COUNTY. The respondent is not eligible for Laramie County employee benefits and will be treated as an independent Respondent for federal tax filing purposes. The RESPONDENT assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. The RESPONDENT shall remain current on all applicable taxes and fees, including but not limited to sales tax, unemployment and worker's compensation. The RESPONDENT is free to perform the same or similar services for others.
- iii. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to RESPONDENT and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.
- iv. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- v. Contingencies: RESPONDENT certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.
- vi. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including Wyo. Stat. §§ 1-39-101 through 121, as amended, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.
- vii. Indemnification: To the fullest extent permitted by law, RESPONDENT agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions,

demands or expenses arising from or in connection with work performed by or on behalf of RESPONDENT for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. RESPONDENT shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

- viii. Insurance: The RESPONDENT shall obtain insurance, and provide certificates and policies, to the COUNTY's satisfaction and subject to requirements substantially similar to those set out in Exhibit A-Insurance Requirements for Professional Services, which is attached and incorporated here by reference. (Insurance requirements can be discussed and negotiated after selection.)
- ix. Conflict of Interest: COUNTY and RESPONDENT affirm, to their knowledge, no RESPONDENT'S employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of RESPONDENT, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
- x. Compliance with Law: RESPONDENT shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.