

**REQUEST FOR PROPOSAL (RFP)  
FOR  
CATERING AND MEAL SERVICES  
FOR THE AMERICAN 1 EVENT CENTER**

**JACKSON COUNTY PARKS DEPARTMENT**

**ISSUED:**

**March 25, 2019**

**DUE:**

**April 19, 2019**

**AT**

**9:00 AM**



# **Request for Proposal Catering and Meal Service**

## **I. Request for Proposals**

The Jackson County Parks and the County of Jackson hereby requests sealed proposals from qualified persons to provide catering and meal services for the new American 1 Credit Union Event Center, for a period of 12 months. Annual extensions may be granted for up to four additional years by mutual agreement of both parties.

This request for Proposals and Instructions ("RFP") is intended to provide interested persons (herein referred to as "proposers") with sufficient information to prepare and submit proposals for consideration by Jackson County Parks. It is the parks intent to select the most advantageous proposal based on the evaluation criteria set forth in this RFP.

The Jackson County Parks reserves the right to reject any and all proposals received as a result of this RFP prior to the execution of a contract upon a finding that is in the public interest to do so. Preparation and submission of a proposal is at the proposer's sole risk and expense.

Proposals and all accompanying documents will become the property of the County of Jackson and will not be returned. See, *Part II, Section 15, entitled "Public Records" below.*

## **II. Contents of RFP**

|           |                                |
|-----------|--------------------------------|
| Exhibit A | Description of Services        |
| Exhibit B | Minimum Qualifications         |
| Exhibit C | Proposal Form and Fee Proposal |
| Exhibit D | Evaluation Criteria            |
| Exhibit E | Company Profile                |

## **III. Introduction**

The Jackson County Parks and the County of Jackson are currently building a 30,000 square foot event center. This space would have the capacity to operate as a single larger venue or break out into four separate smaller event rooms, depending on the needs of the program/ event scheduled. The general concept of the building is to provide the flexibility to host different types of public and private events with the potential for simultaneous use of spaces. The building will be able to accommodate banquet space and wedding reception groups of up to 800 people, space for 100 or more tradeshow/expo vendors, events space for small groups of less than 150 people, training space for groups of 50 to 60 participants, and conference/education space for up to 500 participants. The new American 1 Credit Union Event Center construction is scheduled to be completed in early 2020.

Kitchen equipment within the American 1 Event Center kitchen includes walk-in cooler, utility cart, shelving, portable table, 4 pan racks, ice maker and bin (1020lbs), mop sink with service faucet, work table, 2 hot food cabinets, 3 banquet carts, 1 residential freezer, drop-in water station & Ice bin, heated dish dispenser, commercial sink and disposal, 2 retractable heat lamps, microwave over, beverage counter, coffee makers, 4 dish carts, and 3 cup/glass rack dolly.

The current American 1 Event Center, now named the American 1 Hall, is a 14,000 square foot building that will still be in operation and used as an asset to Jackson County for various events. Renters will have the ability, but are not limited to, using the proposer awarded to do the Meal and Catering services detailed herein.

#### IV. Instructions

**1. Form of Proposal.** Proposals are to be based on and submitted in accordance with the instructions contained in this RFP. The Jackson County Parks and/or the County of Jackson may change these instructions at any time prior to the Solicitation Closing by addendum, as provided in Section 5 of this RFP. Proposers are responsible for responding to all addenda.

**2. Point of Contact.** The Jackson County Parks office is the point of contact for this RFP. All correspondence pertaining to this RFP should be directed to Emily Thomas, Event Center/Cascades Manager, 1992 Warren Ave., Jackson, MI 49203 or (517) 768-2905.

**3. Technical Clarification, Requests for Changes.** Questions regarding specific technical aspects of the service requested by this RFP or seeking clarification concerning these instructions may be directed to **Emily Thomas** by calling **517-768-2905**. No oral clarification will be binding. The Jackson County Parks and the County of Jackson will be bound only by this RFP and any written addendum issued hereunder.

**4. Schedule of Events.** The following schedule of events shall be followed for this RFP.

Opening Date (RFP available)

Solicitation Closing

Initial Proposal Review Period

Interviews

Notice of Competitive Range

Negotiation Period

Notice of Intent to Award within 30 days after Solicitation Closing

Award and Execution of Contract within 60 days after Solicitation Closing

**\*\*** If the Jackson County Parks or the County of Jackson decides to negotiate with proposers in the competitive range, notice of intent to award will only be given to proposers in the competitive range and shall be made after completion of negotiations.

If the Jackson County Parks or County of Jackson receives a request for change from a proposer in accordance with the instruction in this RFP, the Jackson County Parks or County of Jackson may extend the Solicitation Closing date as necessary to consider whether to issue an addendum. The Jackson County Parks and the County of Jackson also reserves the right to delay any of the dates set forth above, if it is determined to be in the best public interest to do so. The contract shall become effective only upon execution by the Jackson County Parks and County of Jackson.

**5. Addendum to the Request of Proposals.** In the event it becomes necessary to revise any part of this RFP prior to the Solicitation Closing, an addendum will be provided to all proposers who have requested and received a copy of this RFP. Proposers may protest requirements of this RFP by submitting a request for change, in accordance with Section 3 of this RFP. No addendum will be issued less than four days prior to the date of the Solicitation Closing.

**6. Format of Proposal.** Proposals must contain the information specified in Paragraph 7 of this RFP. Proposals must be prepared on the proposal form attached hereto as RFP Exhibit "C." A proposal should provide a concise description of the proposer's ability to satisfy the requirements of this RFP.

**7. Content of Proposals.** The proposal should demonstrate that the proposer can furnish the services in a manner that will be cost effective for the American 1 Credit Union Event Center. The proposals which do not contain all information required by this RFP or are otherwise non-responsive may be rejected immediately; however, the Jackson County Parks and County of Jackson has discretion to accept a proposal that does not conform with all RFP requirements if the Jackson County Parks determines that the non-conformance is not substantial or material. If a proposal is unclear, or appears inadequate, the proposer may be given an opportunity to explain how the proposal complies with the RFP. The Jackson County Parks and Count of

Jackson also has discretion to permit a proposer to correct a typographical or other minor mistake or oversight in its proposal.

- 7.1 The Proposal must contain at least the following information:
1. The proposer's company profile outlined in Exhibit E
  2. The fees and charges that the proposer will charge for the services rendered based on the format outlined in Exhibit C.
  3. A description of the key personnel that will perform the services and their qualifications.
  4. A description of how the proposer complies with all minimum qualification set forth in Exhibit B
  5. Special services the proposer can provide in connection with the service required by this RFP and as described in Exhibit A.
  6. A list of all private and public entities for which the proposer has provided similar services within the past two years and the name and phone number of a person within each entity who is knowledgeable of the proposer's performance record.
- 7.2 Alternatives. A proposer shall only submit alternative terms and conditions to the terms and conditions the Jackson County Parks expressly authorized for negotiation under this Request for Proposals. See section 13, below.

**8. Contract.** The proposer selected by the Jackson County Parks and the County of Jackson to provide the requested services will be expected to enter into a written services contract.

By submitting its proposal, the proposer certifies that it has read and accepts all terms, conditions and requirements of this RF, and that if proposer refuses to execute the contract after award, the Jackson County Parks and the Count of Jackson will be entitle to seek compensation for its damages, which may include the cost of conducting new solicitation.

**9. Delivery of Proposals.** In order to be considered, sealed proposals must arrive at the Jackson County Parks office before the time and date of the Solicitation Closing as described in the caption to this RFP. Proposers who mail proposals should allow extra mail delivery time to insure timely receipt of their proposals. Proposals received after the Solicitation Closing will not be considered and will be returned unopened to the proposer. Proposals must be submitted in sealed envelopes clearly marked "**American 1 Credit Union Event Center Meal and Catering Services Proposal**" as shown in the caption of this RFP.

**10. Submission and Withdrawal of Proposals.** Proposers may modify or withdraw their proposals at any time prior to the Solicitation Closing by providing a written request for modification or withdrawal to the Jackson County Parks office. Requests for withdrawal of proposals will not be accepted after the Solicitation Closing. A proposer may also withdraw its proposal in person prior to the Solicitation Closing, upon presentation of appropriate identification and satisfactory evidence of authority to the Jackson County parks and County of Jackson and shall obtain the signature of the person making the withdrawal.

**11. Opening of Proposals.**

Sealed proposals will be received by Jackson County Parks, at its offices at 1992 Warren Ave., Jackson, Michigan 49203, until **Friday, April 19, 2019 at 9:00 am** at which time they will be publicly opened and read aloud. Consultants interested in providing services as described in this RFP shall submit three copies of the proposal (and a digital copy on a standard USB thumb drive) in a sealed envelope labeled on the outside "**American 1 Credit Union Event Center Meal and Catering Services Proposal**" along with the firm name.

**12. Minimum Qualifications Required.** Proposals must indicate how the proposer satisfies the minimum qualifications set forth in Exhibit B.

**13. Evaluation of Proposals.** Jackson County Parks and the County of Jackson will evaluate the proposals according to the evaluation criteria and rating scheme set forth in Exhibit D and in accordance with this section.

**13.1 Interviews/Samples.** Jackson County Parks may require an interview with any proposer to further evaluate the proposer's ability to provide the services specified in the RFP. The Jackson County Parks may decide to conduct or not to conduct interviews, regardless of the interview schedule in Section 4 of this RFP. During the evaluation process, the Jackson County Parks may also request work samples, demonstrations, inspections or other testing examinations from all responsive proposers if the Jackson County Parks determines that such further evaluation should be added as rated criteria to enable the Jackson County parks to properly evaluate the proposals.

**13.2 Negotiation.** At the conclusion of the criteria evaluation process and prior to selection, Jackson County Parks may, but shall not be required to, negotiate with the three proposers who have the highest criteria ratings (the "Competitive Range"). Jackson County Parks and or the County of Jackson may expand or decrease the Competitive Range if the number or proposals or the quality of the proposals warrants an increase or decrease in the number of proposers in the Competitive Range.

If Jackson County Parks determines to negotiate with proposers in the Competitive Range, the Jackson County Parks shall provide written notice to all proposers, identifying proposers in the Competitive Range.

The Jackson County Parks may only negotiate Contract Price to the extent the proposer would not be excluded from the Competitive Range based on the evaluation criteria set forth in this RFP. Jackson County Parks may only negotiate an alternative term or condition submitted by a proposer if the alternative term or condition is reasonably related to the term or condition that this RFP describes as negotiable.

The Matters subject to negotiation shall be limited to the following:

1. Price;
2. The manner in which the services are to be performed;
3. The personnel to be committed to the Jackson County Parks; and
4. Contract terms and provisions that the Jackson County Parks would like to change.

Nothing in this RFP shall restrict or prohibit the Jackson County Parks from canceling the solicitation at any time. If the Jackson County Parks begins negotiations under this section 13.2, the Jackson County Parks shall begin negotiations with any of the three top-rated proposers. At any time during the negotiations, the Jackson County Parks may: (1) terminate negotiations with particular proposers and continue negotiating with the remaining one or two proposer(s), or (2) conclude negotiations with any of the three proposers and make its award based on its evaluation of the comparative values achieved by negotiation, or (3) reject all proposals and cancel the solicitation.

If the Jackson County Parks does not cancel the solicitation at the conclusion of the negotiations with all remaining Proposers in the Competitive Range, the Jackson County Parks shall re-score the Proposals in the Competitive Range based upon the evaluation criteria in this Request for Proposals.

If the contract is to be awarded based on the negotiations, the Jackson County Parks shall provide written notice of intent to award the Contract only to all proposers in the Competitive Range.

**13.3 Evaluation Record.** A record will be made of all criteria evaluation ratings and all other grounds upon which selection of the contractor is made.

**14. Selection Process and Notice of Award.** The Jackson County Parks will select the proposal deemed most beneficial to the American 1 Credit Union Event Center based on its evaluation of the proposals. The apparent successful proposer and all other persons who submitted proposals will be notified of the Jackson County parks selection. Final award will depend upon the execution of an acceptable contract and delivery of performance bond and evidence of insurance, if required, and may be withdrawn at any time prior to execution of the contract by the Jackson County Parks.

**15. Public Records.** This RFP and each original proposal received in response to it, together with copies of documents pertaining to the award of a contract, shall be kept on file as a public record by the American 1 Credit Union Event center.

**16. Notice of Intent to Award Contract.** Jackson County Parks and the County of Jackson will provide written notice to all proposers of the Jackson County Count Parks intent to award the Contract, unless the contract is awarded following negotiations, in which case notice of award will be provided to all proposers in the competitive range.

**Exhibit A**  
**Jackson County Parks**  
**Catering and Meal Services**  
**Description of Services**

The awarded proposer should expect to provide catering and meal services to all events held at the American 1 Credit Union Event Center or the American 1 Hall, if so desired by the renter, in which food is requested. Jackson County Parks will hold and maintain a Resort License and therefore will manage all bar services. Jackson County Parks desires to make such services available at the American 1 Event center and Contractor represents that it is qualified, ready and able to perform and furnish such services as provided in the Food Services and Concessions Agreement.

The successful proposer(s) will be responsible for providing meal and catering services similar to the following:

1. Provide meal and beverages to be consumed at meetings, events, community forums, etc. and related equipment needed for heating and/or meal preparation, if not provided by the Jackson County Parks.
2. Provide meal tastings, if requested
3. Supply and set-up the equipment required for the events such as china, silver-ware, paper-ware, glass-ware, etc., if requested.
4. Adhere to the Jackson County Health Departments health inspection requirements.
5. Provide properly trained, supervised and adequate staff for events, if requested.
6. Clean up after the events all food related items and remove all trash generated by food preparation and serving and deposit in dumpsters, if required.

**Exhibit B**  
**Jackson County Parks**  
**Catering and Meal Services**  
**Minimum Qualifications**

Contractor must be registered to do business in the State of Michigan under state law and have all necessary business licenses.

Proposers are required to provide the following:

- Sample menus with pricing
- Have access to equipment to prepare and serve up to 800 people
- An accessible manager within the Jackson area

**Minimum Insurance Requirements**

The awarded proposer, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to County of Jackson. The requirements below should not be interpreted to limit the liability of the awarded proposer. All deductibles and SIRs are the responsibility of the awarded proposer.

The awarded proposer shall procure and maintain the following insurance coverage:

1. **Workers' Compensation Insurance**, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Additional Insured**: Policy(ies) and coverages as described above, excluding Workers' Compensation Insurance, shall include an endorsement stating the following shall be ***Additional Insureds***: The County of Jackson, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the County of Jackson as additional insured, coverage afforded is considered to be primary and any other insurance the County of Jackson may have in effect shall be considered secondary and/or excess.
5. **Commercial Property Insurance** covering equipment and property against all physical damage or loss. County of Jackson shall not be responsible for any damage, destruction, theft, disappearance, loss of use or loss of any type, of property owned by or in the care, custody, or control of the awarded proposer.
6. **Cancellation Notice**: Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (County of Jackson, Attention: County Controllers Office, 120 W. Michigan Avenue, Jackson, Michigan 49201).
7. **Proof of Insurance Coverage**: The awarded proposer shall provide the County of Jackson at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, a copy of the policy sections, where coverage is



provided for additional insured and cancellation notice, may be acceptable. Copies of all policies mentioned above shall be furnished, if so requested.

Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

If any of the above coverages expire during the term of this contract, the Lessee shall deliver renewal certificates, endorsements, and/or policies to County of Jackson at least ten (10) days prior to the expiration date

**Exhibit C**  
**Jackson County Park**  
**Meal and Catering Services RFP**  
**Proposal Form and Fee Proposal**

Legal Business Name: \_\_\_\_\_

Main Office Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email \_\_\_\_\_

**Representation, Covenant and Warranty of Undersigned and Proposer:**

**By signing this proposal, the undersigned makes the following representations and warranties:**

1. That it is the duly authorized representative of the proposer for all purposes relative to the submission of this proposal.
2. That this proposal constitutes the proposer's offer to enter into a contract with the Jackson County Parks and, if accepted by the Jackson County Parks, will binding and enforceable against the proposer.

**By causing this proposal to be executed by the undersigned and delivered to the Jackson County Parks, the proposer makes the following representations and warranties:**

1. Proposer has read and understands the terms and conditions contained in the RFP and it accepts and agrees to be bound by the terms and conditions of the RFP.
2. Proposer has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts.
4. Proposer agrees to meet all requirements contained in the RFP if it is selected as the Contractor to provide the services requested by this RFP.

Authorized Signature: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

DATE of Signature: \_\_\_\_\_

**Fee Proposal**

The Proposer hereby offers to perform the services described in the RFP according to the fee structure described below.

**Fees** Proposer to insert breakdown of fees paid to the American 1 Credit Union Event Center)

Monthly Kitchen Rental Fee \$ \_\_\_\_\_

Percentage Fees (excluding gratuities) of Catering Revenues \_\_\_\_%

**Exhibit D**  
**Jackson County Parks**  
**Meal and Catering Services RFP**  
**Evaluation Criteria**

Responsive proposals will be evaluated under the criteria set forth below. For each criterion, the proposal will receive a number of points within the available range for that criterion. Unless negotiations are conducted as provided in Section 13 of the RFP, the contract will be awarded to the proposer with the highest overall score.

Proposal Substantially Complies with all RFP requirements. Yes \_\_\_\_ No \_\_\_\_

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- Percentages Paid to the American 1 Event Center
  - Interview/Understanding of the Jackson County Parks Requirements
  - Meets or Exceeds Minimum Qualifications
  - References/Experience
  - Personal/Equipment for this contract

**Exhibit E**  
**Jackson County Parks**  
**Meal and Catering Services RFP**  
**Company Profile**

|  |           |   |
|--|-----------|---|
| Official Name of Bidder:   |           | Type of Entity/Organization (check one):<br><br><input type="checkbox"/> Corporation<br><br><input type="checkbox"/> Joint Venture<br><br><input type="checkbox"/> Limited Liability Partnership<br><br><input type="checkbox"/> Partnership<br><br><input type="checkbox"/> Limited Liability Corporation<br><br><input type="checkbox"/> Non-Profit / Church<br><br><input type="checkbox"/> Other: |
| Street Address:  |           |   |
| City:  |           |   |
| State:   | Zip Code: |   |
| Website:   |           |   |
| Primary Contact Name:  |           |   |
| Primary Contact Phone Number   |           |   |
| Primary Contact Email Address:   |           |   |
| Dun & Bradstreet (D&B) Number (if applicable):   |           |   |
| Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, has it been lifted and if so, when?</i> |           |   |
| Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, has it been lifted and if so, when?</i>      |           |   |
| Have you ever been in bankruptcy or in reorganization proceedings?   |           |   |
| Average construction volume for the past 3 years:  |           |   |
| Brief history of your company, including the year it was established:  |           |   |
| How many clients do you currently service and how large is each client?  |           |   |
| Describe the financial soundness of your organization. Include any reports (audited financials, bank letters, D&B reports, etc.) that demonstrate your firm's strength.  |           |   |
| Identify any litigation your firm is currently involved in or has settled/resolved over the last year.   |           |   |
| Provide a statement on current workload and status.  |           |   |
| Signature:   |           |   |
| Name and Title of Signer:  |           |   |
| Date:  |           |   |

