



THE WOODLANDS

CONVENTION & VISITORS BUREAU

Request For Proposal

Waterway Cruisers Catering RFP The Woodlands (Texas) Waterway

The Woodlands Convention & Visitors Bureau

Issuance Date:
Tuesday, December 21, 2010

Due Date:
Tuesday, January 25, 2011

Request for Proposal

Waterway Cruisers Catering RFP

December 2010

PURPOSE

The Woodlands Convention & Visitors Bureau (TWCVB or CVB) is seeking proposals to provide exclusive catering and catering management services which may include catering, event set up, reservations, and guest satisfaction on the Waterway Cruisers on The Woodlands (Texas) Waterway. The CATERER/RESTAURANT must meet the minimum standards outlined in the attached proposal. The Woodlands CVB owns six (6) Waterway Cruisers and these vessels are operated by the Brazos Transit District. The Woodlands Township is the primary funder of The Woodlands Convention & Visitors Bureau and is listed in this RFP.

Contract length is one year with one year of first right of refusal. Contract time frame is expected for April 1, 2011 through March 31, 2012.

The Woodlands CVB is looking for qualified and established CATERER/RESTAURANT who will be able to handle the following:

- Catered events on the Waterway Cruisers
- Handle reservations of catered events on the Waterway Cruisers
- Provide marketing expertise to promote such services
- Excel in Guest Satisfaction
- Secure and maintain proper license(s), insurance and legal documents
- Perform superior accounting practices

Any general questions concerning the RFP and/or specifications may be directed to Julie DeGuerre, Event Specialist of The Woodlands Convention & Visitors Bureau, at 281-210-3800. Visual inspection of the boats for interested submitters will take place by appointment only on Wednesday, January 5, 2011, from 9 a.m. – 4 p.m.

Sealed Proposals will be accepted no later than Tuesday, January 25, 2011, 5:00 p.m. (CT-office clock). Proposals may be mailed or delivered to:

Julie DeGuerre
Event Specialist
The Woodlands Convention & Visitors Bureau
10001 Woodloch Forest Drive
Suite 600
The Woodlands, Texas 77380

The Woodlands CVB reserves the right to reject any or all proposals, waive any informalities, award the contract to other than the highest bidder if, in the evaluations committee's opinion, such action would ensure service of better quality. The Woodlands CVB shall also have the ability to negotiate minor deviations to the proposal with the successful proprietor. The Woodlands CVB Board of Directors decision shall be final and binding.

GENERAL

Objective:

The objective of awarding catering privileges on the Waterway Cruisers is to provide individuals, groups and entities the highest level of service, food quality and experience. The Woodlands CVB seeks a CATERER/RESTAURANT who will be able to handle reservations, market events using the boats, has proper permits through the Texas Alcohol Beverage Commission (TABC), is creative in nature, and fully embraces the tourism appeal of The Woodlands for meetings, conventions, special events including weddings and reunions and general leisure travel.

BACKGROUND

The Woodlands Convention & Visitors Bureau owns six (6) boats called Waterway Cruisers. The six (6) boats are scheduled to undergo renovations in the beginning of 2011. These 35-foot boats travel along a 1.5 mile long Waterway in the heart of the commercial district in The Woodlands, Texas. Each trip from end to end takes approximately 20 to 40 minutes, depending on number of stops and the preference of the event scheduled. Without tables, each boat can seat up to 40 passengers. Two boats are outfitted with tables, seating 20 individuals.

Only three (3) Waterway Cruisers can be catered at one time. The other three (3) boats need to be available or public transportation.

For each event, catering supplies must be loaded and unloaded at the Waterway Cruiser dock pending all necessary approvals. If the CATERER's/RESTAURANT's place of business is located on The Woodlands Waterway, they may load at their dock if approved. During Charters, riders will have access to the public restrooms at Waterway Square.

Please refer to **"ATTACHMENT A"** for the current Waterway Cruiser route. Please refer to **"ATTACHMENT B"** for a rendering of the boat house and **"ATTACHMENT C"** for the proposed Waterway Cruiser logo and branding.

REQUIREMENTS

IDEMNIFICATION - HOLD HARMLESS. CATERER hereby agrees to indemnify and defend at its own cost, and to hold The Woodlands Convention & Visitors Bureau, The Woodlands Township and their elected and appointed boards, officers, directors, agents, subsidiaries and employees, as well as those with whom The Woodlands Township and/or The Woodlands Convention & Visitors Bureau have contracted for and have procured rights from related to operating the Waterway Cruisers, including but not limited to The Woodlands Development Company, LP and the Brazos Transit District (collectively the "Township and CVB Persons") harmless from any and all actions, claims, demands, liabilities, losses, damage, and personal injury, including death; as well as from claims for property damage, cost or expense of whatever kind in connection therewith, brought or presented by any person, firm, employees, or agents of CATERER and their dependents and personal representative arising from any act or omission of CATERER, its agents, servants, employees or any subcontractor's operations under this Agreement or incidental to any of the work, or the conditions of the work on or about The Woodlands Waterway, whether such operations be by CATERER or any subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, CATERER or any subcontractor, and irrespective of whether any Township and CVB Persons were concurrently negligent with CATERER and irrespective of the negligence of any of the Township or CVB Persons', if any, whether active or passive. The indemnity provided for in this paragraph shall have no application to any claim, liability, or cause of action resulting from the sole negligence of Township or CVB Persons.

INSURANCE. CATERER, agrees to maintain and require its subcontractors to maintain at all times the following coverage's at no less that the limits indicated:

Worker's Compensation Insurance -	Statutory
Employers Liability -	\$100,000
Automobile Liability (Including Owned and Non-Owned autos)	
Bodily Injury -	\$250,000 each person
-	\$500,000 each occurrence
Property Damage -	\$100,000 each occurrence
Commercial General Liability	
Combined Single Limits for Bodily Injury and Property Damage:	
\$2,000,000 each occurrence for premises/operations,	
Including all broad form CGL liability coverages	
\$1,000,000 Products/Completed Operations aggregate	
\$1,000,000 and Advertising Injury	
\$2,000,000 General Aggregate	
Umbrella Liability	
-	\$3,000,000 each occurrence
-	\$3,000,000 annual aggregate
-	\$ 25,000 self insured retention

CATERER's/RESTAURANT's coverage must be written on an Occurrence (not claims made) basis with companies acceptable to CVB and Township, must stipulate that no take-out endorsements are included on the General Liability policy, and each policy providing coverage hereunder shall contain provisions that no cancellation or material reduction in coverage in the policy shall become effective except upon thirty (30) days prior written notice thereof. The Woodlands Convention & Visitors Bureau, The Woodlands Township, The Woodlands Development Company and Brazos Transit District shall be named as additional insured with respect to liability imposed upon it resulting from the performance of Work under this Agreement. There shall be no right of subrogation against TWCVB and the Township and this waiver of subrogation shall be endorsed upon the policies prior to the commencement of performance of the Work,

CATERER/RESTAURANT shall furnish certificates (which shall identify CVB and Township and this Agreement) to TWCVB and The Woodlands Township in duplicate, evidencing compliance with all requirements herein. The limits of such insurance shall in no way be construed as limiting the CATERER's/RESTAURANT's obligation to completely defend, indemnify and hold harmless The Woodlands Convention & Visitors Bureau and The Woodlands Township.

Independent Contractor Status:

The CATERER/RESTAURANT and its employees will not be employees of The Woodlands CVB or The Woodlands Township and are not eligible for any benefits through The Woodlands Township, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

The CATERER/RESTAURANT is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to CATERER's/RESTAURANT's activities.

Fire Safety:

CATERER's/RESTAURANT's equipment using any fuel systems are required to obtain any and all necessary permits before use under the terms of the CATERING contract. Permits must be on file at the The Woodlands CVB and The Woodlands Township's office before operation

Licenses, Fees, and Compliance with Laws and Regulations

The CATERER/RESTAURANT shall obtain all necessary licenses and permits and pay all fees required to operate such concession and shall comply with all federal, state, and local laws and regulations applicable to such operation, including approvals with the Texas Alcohol Beverage Commission (TABC).

CONDITIONS OF OPERATION

1. CATERER/RESTAURANT shall provide and manage full reservation system -- from sales, order collection, payment and fulfillment.
2. CATERER/RESTAURANT accepts full and complete responsibility for any and all loss of or damage to any item of the CATERER's/RESTAURANT's and the Township's property from any cause whatsoever and expressly releases The Woodlands CVB and The Woodlands Townships, its officers, agents, directors, and, employees, from any liability therefore.
3. The CATERER's/RESTAURANT's contract or privilege therein provided may not be assigned or transferred. Failure to comply with this provision will result in termination of the contract.
4. The CATERER/RESTAURANT shall provide, as part of the bid, any subcontractors that may work with the CATERER/RESTAURANT on the Waterway Cruisers.
5. CATERER/RESTAURANT shall provide refuse containers suitable for litter generated by customers or other persons. CATERER/RESTAURANT shall be responsible for removing all refuse and waste generated by CATERER's/RESTAURANT's operation. All such litter, refuse, and waste shall be removed from the area for proper disposal at CATERER's/RESTAURANT's expense. CVB shall charge for the costs of special cleanup (\$25 per staff hour + 15% administrative charge) necessary should the CATERER/RESTAURANT fail to reasonably perform.
6. The Woodlands CVB and The Woodlands Township shall be under no obligation to furnish equipment, furniture, or fixtures.
7. Improvements to the boats shall not be made without the approval of The Woodlands CVB President and shall be made at the CATERER's/RESTAURANT's expense. Such improvements shall be in compliance with all local, federal, state, and local laws and regulations. Such improvements, unless designated temporary, shall become property of The Woodlands CVB.
8. CATERER/RESTAURANT shall be permitted to sell and distribute alcoholic beverages under the privileges provided herein provided service is in compliance with all federal, state, and local laws.
9. CATERER/RESTAURANT shall eliminate any unsafe condition or public hazard resulting from or associated with CATERER's/RESTAURANT's activities without delay as directed by the President of The Woodlands CVB.
10. CATERER/RESTAURANT shall provide a menu with prices that would be planned on being provided to potential customers. Menus and prices, when updated, shall be provided to The Woodlands CVB.
11. Notwithstanding the conditions of operation included herein, the CATERER/RESTAURANT shall abide by all rules and regulations of The Woodlands Township.
12. Events of The Woodlands CVB, The Woodlands Township, The Woodlands Development Company, the owner of The Woodlands Waterway, and Brazos Transit District, transportation operators of The Woodlands Waterway, are excluded from this proposal.

RIGHTS RESERVED

1. The Woodlands CVB reserves the right to reject any and/or all proposals in whole or in part.
2. In the event that CATERER/RESTAURANT fails to comply with any of the requirements or conditions of the contract, which is based upon and includes these specifications, The Woodlands CVB reserves the right to suspend or terminate immediately the contract by mailing written notice of the breach to CATERER/RESTAURANT, addressed to CATERER's/RESTAURANT's last address on file with The Woodlands CVB.
3. If the CATERER/RESTAURANT voluntarily terminates the contract, or if The Woodlands CVB for any cause terminates the contract, CATERER/RESTAURANT shall forfeit all amounts paid to The Woodlands CVB.
4. The Woodlands CVB reserves the right to:
 - a. To terminate a CATERING contract or portion thereof should the service prove unsatisfactory in the opinion of the CVB Board of Directors.
 - b. To review for approval all items and services offered and all prices of items and services provided to the public.
 - c. To change the minimum bid amount without notice any time prior to the acceptance of a bid proposal.

INSTRUCTION TO BIDDERS

Proposals:

Proposals on the approved form provided must be enclosed with bid in a sealed envelope and mailed or delivered to Julie DeGuerre, Event Specialist of The Woodlands Convention & Visitors Bureau, 10001 Woodloch Forest Drive, Suite 600, The Woodlands, Texas 77380. The outside of the envelope shall plainly identify: 1) The Subject of the Bid and 2) The Bidder's Name.

All proposals must be clearly and distinctly typed or written with ink or indelible pencil. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto, and initialed in ink by the party signing the bid, or the party's authorized representative.

All applicable blanks on the approved form must be filled in and the bid signed by the bidder or the bidder's representative. Any statement accompanying and tending to qualify a bid may cause rejection of such bid.

Basis of Award:

The Woodlands CVB will make awards to each responsible/responsive bidder submitting the most advantageous bid to The Woodlands CVB and to the CATERER/RESTAURANT who can provide full reservations capacity, marketing of such services and full guest satisfaction experience. The Woodlands CVB reserves the right to reject any or all bids in whole or in part, or waive irregularities not affecting substantial rights.

Judging for the winning bidder will be based on the following criteria (See Appendix A for a more complete description):

- **Marketing Plan – 30%**
- **Customer Service and Reservation Management – 40%**
- **Menu – 30%**

APPENDIX A BID TABULATION

Chartered boats will have a price per hour rental established by The Woodlands CVB. The price per hour is \$150 per hour with a two hour minimum.

All individuals and entities booking a Charter must account and pay for an additional hour to cover time spend by the CATERER/RESTAURANT or their selected vendor to load supplies, set up and cover the Captain's time needed before guests board the Cruiser.

Additionally, the CVB is seeking a Buy Out Fee of a minimum of \$500. An Overbooked Fee of a minimum of \$500 is also required to be paid by the CATERER/RESTAURANT as defined below.

- Minimum Buy Out Fee is defined as a fee paid to the selected vendor by those individuals and entities not wishing to use the services of the selected vendor. Fee is a single fee.
- Should the individual wish to use another vendor the CATERER/RESTAURANT is still responsible for managing parts of the Charter including but not limited to meeting the individual to show them the boat they will be using, as well as answering other questions related to the Charter.
- Overbooked Fee is defined as the fee paid by the selected vendor to The Woodlands CVB, in the event that the selected contractor is unable to perform the services on the day and time of a selected event.

Please submit a marketing plan, customer service and reservation management plan, and a proposed menu.

A. Marketing Plan (30%) – Describe the CATERER's/RESTAURANT's detailed plan to advertise, promote and market Charters to residents, visitors, convention guests and more. These events may include but are not limited to company dinners and events, weddings, birthdays, anniversaries, holiday parties. The company's location and level of community involvement will be taken into consideration during the analysis of the proposals.

B. Customer Service and Reservation Management (40%) – This section needs to include particulars on how the CATERER/RESTAURANT will handle all customer service matters as well as specifics related to managing the reservation system.

C. Menu (30%) – The Menu must include a wide variety of food and beverages offered by the CATERER/RESTAURANT. The selection on the Menu should range from economical (i.e. BBQ and burgers) to high end/luxury (i.e. steaks and lobster).

Respectfully Submitted:	Name:	_____
	Title:	_____
	Address:	_____
	Date:	_____

**APPENDIX B
BIDDERS QUESTIONNAIRE**

SPECIFICATION FOR CATERER/RESTAURANT PRIVILEGES

This questionnaire is to be submitted in conjunction with, and is a part of, the proposal for operating concessions for The Woodlands Convention & Visitors Bureau in conjunction with the Waterway Cruisers. Information contained in this questionnaire is CONFIDENTIAL and may be verified. All questions must be answered in full. If additional space is required, please attach additional sheet(s).

IS THIS BUSINESS A SOLE PROPRIETORSHIP, CORPORATION, PARTNERSHIP, OR OTHER?

EXPLAIN.

PLEASE LIST NAMES AND ADDRESSES OF PRINCIPAL OWNERS OF YOUR BUSINESS:

HOW MANY PEOPLE DO YOU OR YOUR BUSINESS CURRENTLY EMPLOY OR SUPERVISE?

GIVE ANY OTHER STRUCTURAL, FINANCIAL OR OPERATIONAL INFORMATION CONCERNING YOUR PRESENT BUSINESS WHICH YOU FEEL IS PERTINENT.

3. THE PROPOSED CONCESSION AGREEMENT:

A. HOW DID YOU HEAR OF THE PROPOSED CATERING AGREEMENT?

B. WHAT DO YOU ESTIMATE THE GROSS SALES OF THE PROPOSED REQUEST FOR PROPOSAL (RFP)?

COST OF GOODS SOLD? _____

EXPENSES? _____

C. WHAT IS YOUR ESTIMATE OF THE INVESTMENT YOU EXPECT TO MAKE?

EQUIPMENT: _____

D. HOW DO YOU PROPOSE TO FINANCE THIS PROJECT?

OPERATING FUNDS: _____

PERSONAL FUNDS: _____

LENDING INSTITUTION: _____

OTHER: _____

WHO IS YOUR LENDING INSTITUTION? _____

WHAT IS THE TERM OF THE LOAN?

4. HAVE YOU OR ANY PRINCIPAL IN THE BUSINESS EVER BEEN CONVICTED, ARRESTED, OR CHARGED WITH A CRIME? YOU NEED NOT INCLUDE ANYTHING THAT HAPPENED BEFORE YOUR 18TH BIRTHDAY OR ANY TRAFFIC VIOLATION FOR WHICH A FINE OF \$200.00 OR LESS WAS IMPOSED.

YES _____ NO _____ (CHECK ONE)

IF YOUR ANSWER IS "YES", LIST ALL OFFENSES BELOW, GIVING DATE, LOCATION, NATURE AND DISPOSITION FOR EACH.

5. PLEASE GIVE ANY OTHER INFORMATION YOU FEEL PERTINENT TO YOUR PROPOSAL WHICH IS NOT COVERED IN THE QUESTIONNAIRE.

(SIGNATURE IN ACCORDANCE WITH PROPOSAL)

DATE: _____

Payment:

All payments must be made MONTHLY in the form of a Certified Check, a Cashier's Check, or a Money Order payable to The Woodlands Convention & Visitors Bureau.

All fees are due no later than 14 days after the end of each calendar month. For each calendar day payment is late, CATERER/RESTAURANT agrees to pay a 5% late fee to The Woodlands CVB.

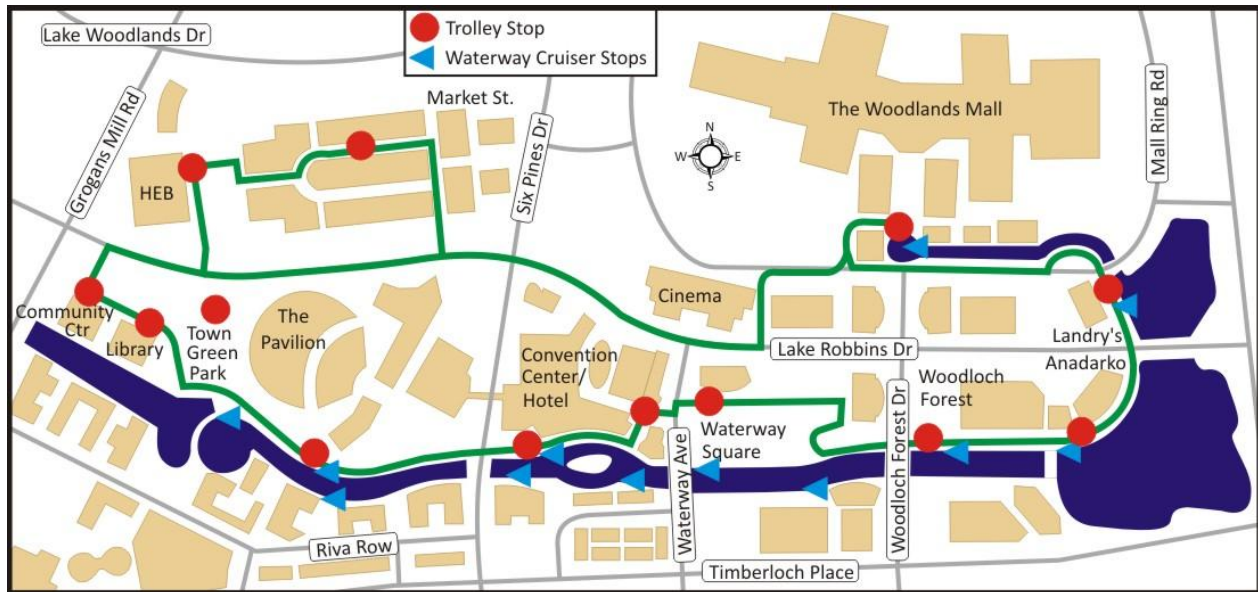
COMMENCEMENT OF WORK

CATERER/RESTAURANT agrees that operations conducted pursuant to this contract will not be commenced until after:

1. Worker's compensation requirements are met, as outlined elsewhere herein; and
2. This agreement is fully executed by the parties and approved by the President of The Woodlands Convention & Visitors Bureau; and
3. The following requirements have been met:
 - a. Proof of liability insurance and The Woodlands CVB and The Woodlands Township endorsement shall be provided to the President.
 - b. All applicable permits be filled with The Woodlands CVB Records Management

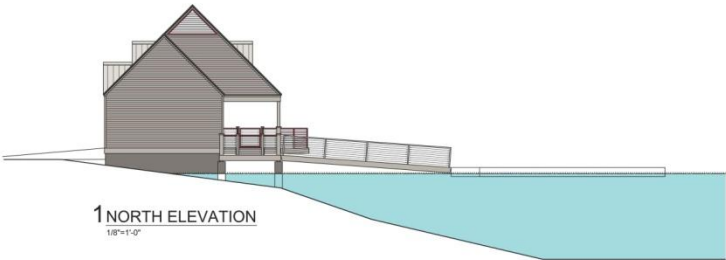
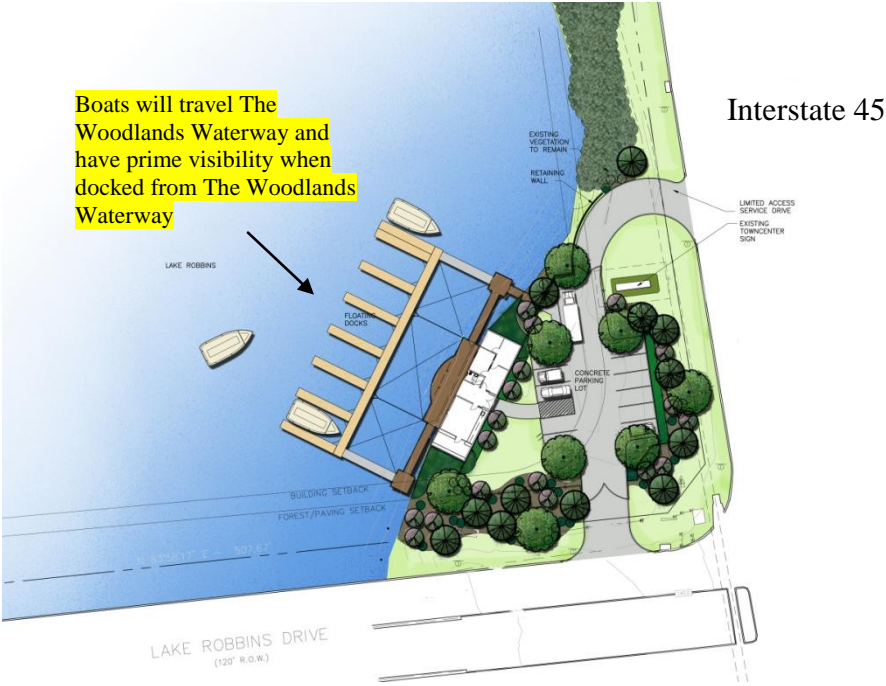
ATTACHMENT A

Waterway Cruiser Route as of December 2010



ATTACHMENT B

Waterway Cruiser Boat House to open February 2011



ATTACHMENT C

Proposed Waterway Cruiser logo and branding



COLORS:
PMS 5777 Green
PMS 281 Dark Blue
PMS 301 Medium Blue
PMS 306 Turquoise Blue

3M UV FADE RESISTANT DECAL
GRAPHICS TO BE APPLIED TO BOTH SIDES OF BOAT



Waterway Cruiser

PMS 281 Dark Blue



PMS 301 Medium Blue



Waterway Cruiser / BOAT GRAPHICS

LOGO ELEMENT, TEXT AND WAVY LINES TO BE APPLIED VINYL GRAPHICS.
HULL OF BOAT TO BE PAINTED METALLIC BLUE
TO MATCH MATTHEWS 21990 ACRYLIC POLYURETHANE.



marek:hill

design [architectural graphics] environmental art

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