

**ADDENDUM TO THE**  
**REQUEST FOR PROPOSALS**  
**FOR FOOD AND BEVERAGE SERVICES**

For the



Idaho Center and the Nampa Civic Center

**SOLICITATION INFORMATION AND SELECTION SCHEDULE**

Solicitation Number:	20140124-FB
Solicitation Title:	Food and Beverage Services
Release Date:	January 24, 2014
Advertisement Dates:	Jan. 28, 2014 & Feb. 4, 2014 Idaho Press Tribune & <a href="http://www.findrfp.com">www.findrfp.com</a>
<b>MANDATORY</b> Pre-Submittal Conference:	February 10, 2014, 1:00-4:00 MST Nampa Civic Center 311 3 <sup>rd</sup> St. S., Nampa, ID 83651 The City will conduct a tour of the Idaho Center and Civic Center immediately following the Pre- Submittal Conference
Final Date for Inquiries:	February 24, 2014, 4:00 p.m. MST
Response Deadline for Inquiries:	February 26, 2014, 4:00 p.m. MST
Proposal due Date and Time:	March 3, 2014, 4:00 p.m. MST
Shortlist Announced for Interviews:	March 18, 2014
Oral Interviews: (if necessary):	March 24, 2014
Anticipated Agreement Start Date:	April 2014 Idaho Center September 1, 2014 Civic Center
City Representatives:	Beth Ineck, 208-468-5488 <a href="mailto:ineckb@cityofnampa.us">ineckb@cityofnampa.us</a>

\* In the event that a Vendor cannot be selected based solely on Proposals submitted, Oral interviews may be conducted at the City's sole discretion.

\*\* The City of Nampa reserves the right to amend the solicitation schedule as necessary.

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## **Section 1 Introduction and Instructions**

### **1.01 Purpose**

This Request for Proposals (RFP) is issued by the City of Nampa (City). The purpose of the RFP is to establish a contract with a qualified Food and Beverage Manager to provide quality management and catering concession services to patrons attending conventions, trade shows, banquets, family entertainment events, sporting events, etc. at the two event facilities owned by the City.

The successful proposer will be responsible for the comprehensive management and operation of the food service at the two event facilities. The successful proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services required by the City, consistent with generally accepted operation of a first-class public assembly facility. It is the desired goal of the city to have an executed agreement with the successful proposer no later than April 15, 2014 for the Idaho Center and September 1, 2014 for the Civic Center.

### **1.02 Contact Information**

All questions regarding this RFP are required to be submitted in writing to Beth Ineck at 9 12<sup>th</sup> Ave. South, Nampa, ID 83651 or by sending a formal request attached by email to [ineckb@cityofnampa.us](mailto:ineckb@cityofnampa.us). Answers to questions will be posted to <http://gov.findrfp.com/gov/List.aspx?id=82011> within two (2) business days. The deadline for questions is February 5, 2014.

Submittals must be signed by a duly authorized official of the Proposer.

### **1.03 RFP Schedule**

This schedule of events represents the City's best estimate of the schedule that will be followed for the RFP. If a component of this schedule such as the deadline for receipt of proposals is delayed the rest of the schedule will be shifted by the same number of days.

- **RFP issued:** January 24, 2014
- **Deadline for Questions:** February 24, 2014
- **Proposals due:** March 3, 2014 @ 4:00 p.m. MST
- **Review of Proposals:** March 4, 2014 – March 14, 2014
- **Presentations:** March 24, 2014
- **Intent to Award Contract:** April 7, 2014
- **Execute Contract:** April 15, 2014
- **Commence Agreement:** No later than April 30, 2014

## 1.04 Mailing and Deadline for Receipt of Proposals

Proposers are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.

Proposers must submit one (1) original hard copy marked original, one (1) electronic copy (CD or USB Drive), and seven (7) hard copies of the proposal in a sealed envelope or package to the City.

No proposals will be accepted after the submittal deadline listed within this RFP. Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the city before the deadline for receipt.

*City of Nampa  
Economic Development Department  
Attn: Beth Ineck, Food & Beverage RFP*

*9- 12<sup>th</sup> Ave. South  
Nampa, ID 83651*

Proposals must be received at the location specified no later than **4:00PM MST on February 17, 2014**. Proposals will not be publicly read at the opening.

The City of Nampa assumes no responsibility for delays caused by any delivery service. **Postmarking by the due date WILL NOT substitute for actual proposal receipt by the City.** A Proposer's failure to submit by the deadline will cause the proposal to be rejected.




All proprietary information submitted as a component of the RFP must be clearly marked and will be excluded from public information requests. All proposals and the final contract are deemed public records and shall be available to the public upon request.

## Section 2 Scope of Work

### 2.01 Introduction and Background Information

The Agreement is for the exclusive rights for Food services at the Idaho Center and Nampa Civic Center. Specific information regarding each venue can be found in the Event Facilities Description contained herein. Concessions for the Snake River Stampede Rodeo at the Idaho Center are excluded.

Merchandise Rights are excluded in this Agreement for any tenant of the Event Facilities.

The City of Nampa currently has separate management for the Civic Center from the  Idaho Center. The City manages the Civic Center directly with city staff and the  Idaho Center complex is managed by SMG. The management contract with SMG for the  Idaho Center is currently scheduled to expire September 30, 2015.

The Agreement will be a Commission agreement with a term of five (5) years, with renewal options by mutual agreement. The City reserves the right to renew the Agreement based upon (A) the Food and Beverage services successful performance and (B) the needs of the City.



Catering or other Food service in the parking lots, offices, media rooms, locker rooms or back stage dressing rooms will be excluded from the Agreement, but the Food and Beverage Manager may be required by the Facility Manager to perform such services on an event- by- event basis.

The Agreement is for the exclusive right to manage Food and Beverage Service, including Alcoholic Beverages. Food and Beverage Service is defined as the preparation and serving of food and non-alcoholic/alcoholic beverages at a per-plate, per-person or per-order charge at the facility, regardless of the event, including, without limitation, banquets, meetings, conferences, exhibits, trade shows, and any other uses of the facility.

The facility reserves the right, in its reasonable discretion, to waive the exclusivity of Food and Beverage Services in the following instances: (a) for city of Nampa Internal events; (b) for Center Garden Events at the Civic Center and Amphitheater events at the Ford Idaho Center, provided that Caterer would have the first right of refusal; (c) for Auditorium Events at the Civic Center that elect to use the services of the Center Auxiliary for light refreshments during event intermissions; (d) for food service companies that rent a significant portion of the facility, including kitchen, under the Caterer's guidelines, for preparing food that will be served for their internal function, provided that such visiting food service companies shall be responsible for leaving the kitchen and the remainder of the facility in as good as

condition as received, with all property left on premises; (e) for Auditorium/Arena customers who may select to have refreshments backstage during entertainment events for performers; and (f) for an event or series of events of overriding importance to the City of Nampa, provided that prior notice of such intended waiver is given to the Caterer and the consent of the Caterer is obtained, which consent shall not be unreasonably withheld by the Caterer; (g) Stampede Board. In all cases of the waiver by the facility of the exclusive right granted to the Caterer, prior timely notice of the Center's intent to grant such waiver shall be given to the Caterer, with the Caterer's consent required only under subsection (f), above. If such a waiver of the Caterer's exclusive right is granted by the facility, the facility shall be solely responsible for any damage to any fixtures, equipment or the facility, for the proper cleaning of the kitchen and related areas, and for the loss or breakage of any supplies, service wares or food and beverage inventory which is the property of the Caterer or for which the Caterer is responsible, arising from or during the event for which a waiver is granted by the facility.

The Event Facilities operates on an October 1<sup>st</sup> fiscal year. Additional information related to floor plans, historical utilization, historical financial performance, and current menu pricing for the existing:

-  Idaho Center Arena
-  Horse Park,
-  Amphitheater,
-  Sports Complex, and;
- Nampa Civic Center

are included as exhibits to the RFP. Current food and beverage management agreements are also included as exhibits.

The Agreement will be developed by the City's legal counsel and detail the standards of performance for the Food and Beverage Manager based on the Food and Beverage Manager's proposal, generally accepted Food service Agreement standards and the City's rules and regulations. The Agreement may contain such other terms, conditions and provisions as are deemed necessary to protect the City's interest therein as advised by the City's legal counsel.

A historical analysis of events and data is attached as "**Exhibit B**". Failure on the part of the Facility Manager or City to maintain this level of historical performance shall not relieve the Proposer from the obligation to comply with the Agreement.

## **2.02 Goals and Objectives**

The City strives to operate high-quality, state-of-the-art event facilities that are competitive in the industry and attract diverse event activity including, but not limited to; sporting, equestrian, entertainment, and cultural events, conventions/trade shows, consumer/public shows, meetings, and community events. It is the City's intention that the Event Facilities be operated in a professional and fiscally responsible manner consistent with best industry practices and all applicable laws and ordinances.

## **2.03 Definitions**

A. "Accounting Period" shall refer to the calendar month of which there must be twelve within each calendar year.

B. "Agreement" shall refer to the contract executed between the Food and Beverage Manager and the City of Nampa, in accordance with these specifications and the Food and Beverage Manager's proposal submitted and accepted by the City, all of which will be incorporated into the Agreement.

C. "Agreement Year" shall refer to the time period beginning with the start date of the contract and continuing every year thereafter until the Agreement terminates.

D. "Alcoholic Beverages" shall refer to all alcoholic drinks, beers and wines, regardless of where they are provided, in what packaging or format, or to whom they are provided.

E. "Branded Products" shall refer to those food and beverage items which are advertised, marketed and sold as part of a franchise or license agreement and with respect to which Food and Beverage Manager is required to pay royalty fees and/or shared advertising costs to the franchiser in consideration of the right to sell such items in the Center.

F. "Catering Sales" shall refer to any pre-arranged food and beverage function of multiple customers, such as banquets, where payment for the entire function rests with one individual or company.

G. "City" shall refer to the City of Nampa Idaho, or its' Designee, the Facility Manager. All correspondence should be addressed to City of Nampa, Economic Development Department at 9 - 12<sup>th</sup> Ave. South, Nampa, ID 83651, Attn: Beth Ineck.

H. "Commissions" shall refer to the percentage of Gross Receipts that the Food and Beverage Manager will pay to the City each Accounting Period.



I. "Concession Sales" shall refer to all sales of food and beverages sold from permanent or portable food and beverage stands, carts, and kiosks to individual customers.

J. "Direct Operating Costs" are the actual out-of-pocket costs of the Foodservice operation incurred at the Event Facilities and paid for by the Food and Beverage Manager.

K. "Event Facilities" shall refer to the Idaho Center complex including the arena, amphitheater, horse park and sports complex and the Nampa Civic Center.

L. "Facility Manager" shall refer to the private management company selected by the City to manage the Idaho Center and the City Staff assigned to manage the Civic Center.

M. "Food and Beverage Manager" shall refer to that party selected by the City to provide the management of the Foodservices set forth herein.

N. "Foodservice" shall refer to all food, beverage and Merchandise sales and operations at the Event Facilities.

O. "Gross Receipts" shall refer to the total amount of money, gratuities, service and rental charges charged by the Food and Beverage Manager, any agent, any employee or any sub-contractor of the Food and Beverage Manager for all sales, cash or credit (whether collected or not), made as a result of the service rights granted under the Agreement, excluding only applicable sales taxes. Neither shortages in excess of 1/4% of Concession Sales, nor any bad debts, unless credit was extended by the City or Facility Manager, may be deducted from Gross Receipts or included in Direct Operating Costs.

P. "Late Fee" is the charge assessed to any payments due the City from the Food and Beverage Manager after the specified date in the Agreement. Late Fees shall be pro-rated daily based on an annual rate of eighteen percent (18%).

Q. "Leasehold Improvements" shall refer to all equipment, fixtures, furnishings, finishes and construction affixed to the building, by more than an electrical or gas connection.

R. "Lessee" shall refer to any person or entity that may from time to time enter into any agreement for the use of the Event Facilities for a particular purpose.

S. "Merchandise" shall refer to the non-exclusive sales of all non-edible products such as souvenirs, clothing, CD's and programs sold at the Event Facilities.

T. "Pre-opening Expense" shall refer to the City-approved Direct Operating Costs incurred by the Food and Beverage Manager between execution of the Agreement and actual start date.

U. "Proposer" shall refer to any person or entity submitting a proposal to provide the services as defined by and in accordance with this Request for Proposal.

V. "Smallwares" shall refer to the serviceware, utensils, crockery, glassware, dishware and cutlery used in the Foodservice operation.

W. "Specifications" shall refer to this Request for Proposals.


X. "Vending Machine Sales" shall refer to all food and beverage sales derived from coin operated automatic merchandisers, which the City or Facility Manager reserves the right to provide in all employee and locker room areas of the Center.

## **2.04 Financial Terms**

The Proposer will propose their financial terms in "**Exhibit A**".

The Proposer will also indicate, in "**Exhibit A**", the Capital Investment that they will make in the Foodservices over and above the current level of Equipment which will remain on-site for the Food and Beverage Manager's use.


The current liquor license for the Nampa Civic Center is held by Sodexo, but owned by the City of Nampa. The successful Proposer will be responsible to maintain the liquor license and pay the associated annual fees.

The liquor license for the  Idaho Center is owned by the Nampa Harvest Festival and is listed under Idaho Center Vending, a wholly owned subsidiary of the Nampa Harvest Festival and currently is leased to the concessionaire. The successful Proposer will need to contract directly with Nampa Harvest Festival for the liquor license.

Food and Beverage Manager shall collect all proceeds from the operation of the Foodservices under this Agreement and maintain accurate records and reports with respect to such proceeds (categorized into such categories as the City may reasonably require) and deposit such proceeds on a daily basis into such account(s) as the City may require. In so doing Food and Beverage Manager shall institute such security, inventory, supplies and alcohol control procedures as City or Facility Manager may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies and other products used in providing Foodservices.

Day to day Smallwares replacements and all repair and maintenance costs under two thousand-five hundred dollars (\$2,500.00) per repair are to be expensed as a Direct Operating Cost.

At a minimum, the Food and Beverage Manager will be responsible for providing:

- Uniforms
- All Foodservice office equipment, furniture and computers
- Pre-Opening Expenses - Leasehold Improvements - Equipment -
- Smallwares
- Alcoholic Beverage License for the  Idaho Center

The Food and Beverage Manager may sell Merchandise on an as-needed basis as determined by the Facility Manager and receive a three percent (3%) fee when asked to sell. The Facility Manager retains the right to negotiate the Merchandise fees on a show- by-show basis, including requiring the Food and Beverage Manger to waive all rights to the Merchandise.

The Food and Beverage Manager will provide all working capital and inventory necessary to effectively manage the Foodservices.

The Food and Beverage Manager will prepare a Commission statement, in a format directed by the City, for each Accounting Period and submit same with the Commissions no later than 15 days following the close of the preceding Accounting Period. Failure to pay by the due date will incur the Late Fee.


## **2.05 Event Facilities Description**



### *Nampa Civic Center*

The Nampa Civic Center is large 42,500 S.F. civic and convention facility with space for meetings, conventions, trade shows, weddings, performing arts, concerts, recitals, banquets, receptions, and other special events. The flexible room configurations can provide accommodations for up to 14 separate meeting spaces. The 11,136 S.F. banquet room can provide seating for up to 1200 people. For events with trade shows, the in-house pipe and drape service can accommodate up to 110 booth spaces. The facility contains an 8200 S.F. auditorium with seating for up to 640 people and is equipped with the latest in theater technology. The facility provides full catering services from finger foods to formal dining, and includes individually planned cuisine. Attached to the facility is a 4500 S.F. outdoor Calliope Garden that offers unique options for indoor/outdoor events.




### *Idaho Center*

The  Idaho Center Complex is a 500,000+ S.F. facility, located directly off Interstate-84, which consists of a 120,000 S.F. arena, a 100,000 S.F. sports center and the valley's only outdoor amphitheater with a seating capacity of 11,000.

The  Idaho Center arena hosts large concert venues, along with a variety of trade shows, conventions, corporate receptions, holiday parties, and high school and college graduation ceremonies. The seating capacity for the  Idaho Center arena varies based on the following configurations:

- 180 degree – 9700 seats
- 270 degrees – 11400 seats
- 360 degrees – 12657 seats
- In the Round – 13067 seats
- Theater – 2500 to 6000 seats

The  sports center houses the Boise State University track team from November to early March each year. From March to October the venue is the site of some of the largest equine and agriculture events in the Northwest including several national horse shows.

The  Idaho Horse Park consists of an English Riding Facility, a 97,500 S.F. indoor arena, a 45,000 S.F. outdoor arena, warm-up pens (covered and uncovered), a 100,000 S.F. of stock pens (split into 12 holding pens), and 596 stalls with water at each building and additional rental stalls if the demand warrants. The Idaho Horse Park hosts thousands of horses in events nearly every weekend from March through October such as: Team roping, local 4H, Regional Arab Horse, Quarter Horse Assn., Mounted Shooting, Dressage and many others.

Concession and catering opportunities currently available at the Idaho Center include:

#### Idaho Center arena

- 2 main external concourse spaces all on one main level
- 29 permanent points of sale in 4 concession areas and a bar
- Potential of 18 additional portable points of sale
- Currently 9 contracted additional vendors
- Merchandising has a total of 13 points of sale in 2 locations

#### Idaho Center Amphitheater

- 11 fixed points of sale
- 32 portable points of sale
- Currently 9 contracted vendors
- Merchandising has a total of 13 points of sale in 2 locations

#### Sports complex

- 3 permanent points of sale set up in a “restaurant” atmosphere called the


“Slack time Grill”

- Ability for 12 additional points of sale

Rodeo Club – a private club or rentable party room up to 125 for dinners and up to 160+ as a cocktail party. It is located in the Idaho Center arena.

Slack Time Grill – can also be a rentable party room for up to 200 for dinner and 230+ for cocktail party. It is attached to the sports complex.

Additional Information:

This RFP for the  Idaho Center is for 50 weeks of the year. The Snake River Stampede Rodeo’s contract stipulates that they receive all F&B and merchandising revenue during their events. The contract has 2 weeks carved out for them each year. They do pay all event related expenses.

Current Beverage sponsors of the  Idaho Center are Pepsi and the local Budweiser distributor.

A list of all Equipment currently at the Event Facilities that will remain at no cost to the incoming Food and Beverage Manager is identified in an exhibit to this RFP.

Drawings of the  Idaho Center and Civic Center are attached as exhibits to this RFP.

## **2.06 Personnel**

Food and Beverage Manager shall employ the necessary personnel to conduct the operations at the Event Facilities in accordance with the terms and conditions of this RFP and the Agreement. Develop a plan that ensures an orderly transition of the operations and services for the current staff.

All Foodservice employees are employees of the Food and Beverage Manager and not the Facility Manager or the City. The Food and Beverage Manager shall at all times be an independent contractor, and the Agreement shall not in any way create or form a partnership or joint venture with the Facility Manager or the City. No agent, servant, or employee of the Food and Beverage Manager shall under any circumstances be deemed an agent, servant, or employee of the Facility Manager or the City.

Accurate records must be kept of the names, addresses and other legal identification of those to whom badges are issued to assure proper identification and legal working status of employees at any time required by the Facility Manager or City or any other proper agency. Upon request by the Facility Manager or City, the Food and Beverage Manager shall immediately dismiss from the Event Facilities, any employee deemed unsuitable for any reason by the Facility Manager or City. Any

employee so dismissed shall never again be employed at the Event Facilities without the prior written consent of the Facility Manager or City.

The Facility Manager shall approve Food and Beverage Manager's proposed on-site Management throughout the term of the Agreement. Food and Beverage Manager's on-site Management shall have no job-related responsibilities at other venues and must have a full-time office at the Event Facilities. If the Facility Manager requests a replacement for the on-site Management or any of the staff, Food and Beverage Manager shall have five (5) days to provide a temporary replacement approved by the Facility Manager, and fifteen (15) days to provide the Facility Manager with at least three (3) resumes of suitable candidates for such purpose.

Food and Beverage Manager's training will incorporate the Facility Manager's customer service, quality control programs, systems and management philosophy and expectations.

Food and Beverage Manager's employees shall be at all times neatly and cleanly uniformed in Facility Manager-approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employees.

Food and Beverage Manager shall ensure that its employees do not solicit or accept tips or other gratuities in any situation other than a cash bar environment. However, even in a cash bar environment, Food and Beverage Manager shall ensure that no "tip jars" are placed in the view of any guest; no "salting" of the bar top with money to solicit tips occurs; and no tips are permitted to remain on bar tops or trays.

Free employee parking is available for all Food and Beverage Manager's employees.

## **2.07 Quality of Services and Products**

It is the expectation that the Food and Beverage Manager shall operate the Foodservices in such a manner consistent with food and beverage operating standards employed by a first class center. All food and beverages prepared and served by Food and Beverage Manager shall be of the highest standard of quality and purity, and shall be appropriately prepared and appropriately served. A first class center would be generally recognized as a leading convention and meeting facility in Idaho and the surrounding four states, and which commands above average prices for catered food and beverage services provided to its guests.

The Facility Manager shall have the final approval on what suppliers, portions and brands are used by the Food and Beverage Manager, and at no time will Food and Beverage Manager offer an exclusive to any supplier without the prior written approval of the Facility Manager.

The currently sponsored products in the Idaho Center are Pepsi and Budweiser. The Facility Manager may negotiate additional product sponsors, however all product sponsors will be coordinated with the Food and Beverage Manager.

The Facility Manager shall decide any and all questions which may arise as to the acceptability of services rendered, number of service areas required, levels of staffing by area, prices, portions, products, manner of performance, questions which arise as to the interpretation of the terms and conditions of this RFP, and all questions as to the acceptable fulfillment of the Agreement.

All foods, drinks, beverages, confectionery, refreshments, and the like sold or kept for sale, shall be of first quality, wholesome, and pure and shall conform in all respects to the federal and municipal food and other laws, ordinances, and regulations. No imitation, adulterated, or misbranded article shall be sold or kept for sale, and all product kept on hand shall be stored and handled with due regard for sanitation. Leftover perishable product shall not be sold at any time.

All products kept for sale shall be subject to inspection and approved by the Facility Manager. Rejected product shall be immediately removed from the Event Facilities and shall not be returned for sale.

All employees working at the Event Facilities will be allowed to receive a discount of 50% on Concession pricing. Catering provided for the Facility Manager or City receives a minimum of 35% discount from retail pricing.

It is the intent of the Facility Manager that the Food and Beverage Manager utilize Branded Products and serving items, whenever it is in the best interest of the Facility Manager and City.

All Catering Sales, including Catering Alcoholic Beverages will utilize and be priced with permanent Smallwares, dishes, glassware and placesettings, unless disposables are specifically requested by the client.

Food and Beverage Manager is encouraged to work with local not-for-profit organizations, such as food banks to reduce product waste.

Food and Beverage Manager must provide a sustainability plan.

The Facility Manger requires the Food and Beverage Manager to identify local products and vendors to utilize throughout the Event Facilities, whenever appropriate.

The Food and Beverage Manager is expected to participate fully in recycling, composting, and sustainability plans at the Event Facilities and for complying with all recycling rules, regulations and laws of the Facility Manager, the State of Idaho, Canyon County, City of Nampa and/or appropriate governmental bodies.

## **2.08 Alcoholic Beverages**

All licenses and permits required for the sale of Alcoholic Beverages at the Event Facilities shall be held in the name of the Food and Beverage Manager, unless otherwise stated herein. The Food and Beverage Manager shall keep the permits in full force and effect and neither party shall take any action which would impair the Food and Beverage Manager's ability to hold the permits. The Food and Beverage Manager shall prepare, file, and process all applications for renewal of the permits. The City of Nampa will maintain ownership for the liquor license held for the Civic Center. Idaho Center Vending, a wholly owned subsidiary of Nampa Harvest Festival will maintain ownership for the liquor license held for the Ford Idaho Center and will enter into a separate lease agreement with the Food and Beverage Manager for its use.

Alcoholic Beverages are to be offered for sale by the Food and Beverage Manager to the extent permitted by applicable laws, and subject to regulations established by the Facility Manager. The final decision, as to whether or not Alcoholic Beverages may be sold at an event, or in any designated area of the Event Facilities, shall be the sole responsibility of the Facility Manager. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Food and Beverage Manager.

At the termination of this Agreement, the Food and Beverage Manager shall transfer all permits and licenses, as allowed by law, including the Alcoholic Beverage licenses, to the succeeding food and beverage operator or a designee directed by the City without expense to the succeeding food and beverage operator.

## **2.09 Operating Requirements**

The Facility Manager shall issue reasonable rules and regulations for the operation of the Foodservices, and the Food and Beverage Manager shall operate the Foodservices in accordance with such rules and regulations.

The Facility Manager shall decide any and all questions which may arise as to the acceptability of services rendered, levels of staffing, and manner of performance, questions which arise as to the interpretation of the conditions and specifications, and all questions as to acceptable fulfillment of Agreement.

No off-site or subcontracted sales are permitted from the Event Facilities unless approved by the Facility Manager.

On an annual basis, the Food and Beverage Manager must provide the Facility Manager with a written Marketing and Catering sales program with specific financial and operational goals and specific methods for attaining each goal for the following Agreement Year. In addition, the report shall detail the actual results versus plan of the previous year's marketing program.



At the termination of Food and Beverage Manager's Agreement, Food and Beverage Manager will assign all Catering contracts and Catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding Food and Beverage Manager.

The Food and Beverage Manager shall not interfere with the free distribution of food or drinks or any other items of any nature whatsoever, where such distribution has been authorized by the Facility Manager. Free samples may be given away by, or on behalf of, or with permission of any person or organization which has properly engaged the Event Facilities at trade shows, cooking schools, exhibitions, and conventions at the discretion of the Facility Manager.

The Food and Beverage Manager will be required to provide or modify operations upon the request of any Lessee, when it has been approved by the Facility Manager, as in the best interest of the Event Facilities or is necessary to comply with the terms of the contract between the Facility Manager and said Lessee, provided that none of Food and Beverage Manager's equipment is utilized when Food and Beverage Manager is excluded from selling.

The Facility Manager shall have the final approval on what suppliers, prices, portions and brands are used. At no time will Food and Beverage Manager offer an exclusive to any supplier without the written approval of the Facility Manager.

The Facility Manager may sell advertising and sponsorship packages for the Event Facilities. Therefore, the Facility Manager reserves the final right of approval of Food and Beverage Manager's sources of product supply. This includes but is not limited to items such as food and beverage products, printing companies, exterminators, florists, cleaners, laundries, insurance vendors, business machine and office supply vendors. The Food and Beverage Manager, however, will not be required to purchase from suppliers whose level of quality, service, and/or prices are not competitive with the marketplace. Food and Beverage Manager retains no advertising rights in this Agreement.

The Food and Beverage Manager must procure and keep in force during the entire period of the contract all permits and licenses required, by all laws and regulations of the State of Idaho, Canyon County and City of Nampa.

Food and Beverage Manager shall collect and promptly disburse all taxes required by federal, state and local authorities, and shall pay any applicable taxes relating to Foodservice sales, operations, Equipment, or inventory, as a Direct Operating Cost. Food and Beverage Manager shall use computerized cash or point-of-sale registers that accept credit and debit cards at all sales locations. This includes portable and permanent Concessions, Bars, lounges, and for all Catering, and Retail billing. Food and Beverage Manager shall at all times comply with all applicable laws, rules, regulations and orders of the Federal Government, the State of Idaho, Canyon

County and City of Nampa, and also shall abide by all rules, regulations and directives prescribed by the Facility Manager.

The Food and Beverage Manager may be asked to provide vending machines for use in times and/or locations prescribed by the Facility Manager. The Food and Beverage Manager shall not provide vending machines for any other use, time or location without the advance express approval of the Facility Manager.

Nothing herein contained shall be held to limit or qualify the right of the Facility Manager to a free and unobstructed use, occupation and control of the Event Facilities and ingress and egress for itself, its Lessees and the public. Authorized representatives of the Facility Manager shall have the right to enter upon and have access to all spaces occupied by the Food and Beverage Manager during the time events are in operation and all times when Food and Beverage Manager's employees are present.

Food and Beverage Manager must provide printed Catering menus approved by the Facility Manager, utilizing the Event Facilities' logos, used exclusively for the Event Facilities, in sufficient quantities for use by the Facility Manager's and the Food and Beverage Manager's marketing staffs.

Facility Manager will set rooms with sufficient tables and chairs in a timely manner for each Catered function. Food and Beverage Manager must provide all service tables, bars, linen, skirting, placesettings and appropriate room and table décor on a timely basis, as well as removing same immediately following each Catered event. Food and Beverage Manager will set tables and drape same, for all refreshment breaks and coffee services. Food and Beverage Manager shall provide appropriate props, centerpieces, and displays consistent with the expectations of a premier event facility.

The Food and Beverage Manager shall set up Equipment and Smallwares for all Foodservice events. Food and Beverage Manager shall be responsible for setting up and tearing down all portable Equipment, including work tables, if any, supplied by the Facility Manager.

At the end of each Agreement Year, Food and Beverage Manager shall conduct an annual food and beverage equipment inventory, documenting any damaged and/or missing equipment. Food and Beverage Manager shall identify any equipment that has met the end of its useful life and request written approval from the Facility Manager to discard such equipment.

The use of table coverings other than cloth must be approved in advance by the Facility Manager. The location of all Foodservice areas, whether temporary, portable or permanent shall be designated by the Facility Manager. The Food and Beverage Manager shall acquire no right to any location once assigned and the

Facility Manager reserves the right to require the Food and Beverage Manager to move such operations and Equipment to facilitate the needs of events.

Food and Beverage Manager shall post and display all menu items and prices for all permanent and portable stands. All signs must be consistent with the graphics of the Event Facilities and must be approved by the Facility Manager. Hand-written signs are not permitted.

Food and Beverage Manager must have convenient and accessible points-of-sale placed based on each event's specific requirements. Food and Beverage Manager must have facilities open for all move-in and move-outs at the Idaho Center as requested by the Facility Manager. At the Civic Center, the Facility Manager will perform the initial set-up related duties of the room and/or area. Once the initial set-up is complete, catering will perform the specific set-up and clean-up necessary related to the catering.

Food and Beverage Manager's Management will be required to attend specific Facility Manager Event planning and Lessee meetings, as determined at the Facility Manager's sole discretion, including without limitation:

- a) Weekly Event Meeting
- b) Monthly Board Meeting
- c) Pre-Conference and Post-Conference Meetings
- d) Sales Meetings, including designated Sales Calls
- e) Customer Advisory Group meetings
- f) Site Visits
- g) Sustainability Meetings

Food and Beverage Manager shall provide food and beverage service requested by the Facility Manager or the City as part of its in-house activities. The charge to the Facility Manager and the City for said services shall be "at cost" (cost of the product and labor to prepare and serve the product). However all Catered functions paid for by the Facility Manager or the City will be invoiced at 35% off retail pricing. Food and Beverage manager will report to the GM or Director of the Events Center Complex.

### **2.10 Record Keeping and Accountability**

Food and Beverage Manager shall maintain all accounting records for this Account, in a format approved by the Facility Manager and City, at its on-site office. The accounting records shall be available for audit by the Facility Manager, the City of Nampa, or the State of Idaho at any time throughout the term of the Agreement at the on-site office, and for six years following the term of the Agreement at the Food and Beverage Manager's main office.

Food and Beverage Manager shall use Facility Manager-approved hardware and Facility Manager-approved accounting software, for all Foodservice records, proposals, contracts, invoices, and all accounting functions.

Food and Beverage Manager shall submit, for Facility Manager approval, in a format approved by the Facility Manager, a budget for their operation per schedule determined by the Facility Manager prior to the beginning of each Agreement Year, for every year during the term of the Agreement.

Food and Beverage Manager shall submit, for Facility Manager review and approval, preliminary and updated revenue forecasts, per a schedule determined by the Facility Manager and as may be required by the Facility Manager from time to time. Food and Beverage Manager shall provide the Facility Manager with a preliminary sales report by 12 noon on the first business day following each event. Food and Beverage Manager shall provide to the Facility Manager, in a format directed by the Facility Manager, a written summary of each event within 72 hours of that event, indicating where appropriate, customer pricing, guarantees, sales by location, total inventory sales, total register sales, and cash overages and shortages. Food and Beverage Manager shall attach the corresponding deposit ticket and credit card transmission reports to all daily sales reports.

Food and Beverage Manager shall maintain a separate commercial bank account at a bank approved by the Facility Manager for all sales deposits.

Food and Beverage Manager may not deduct cash shortages of inventory sales from Gross Receipts or include in Direct Operating Costs. Bad debts and rebates for poor performance or service must be paid by Food and Beverage Manager and may not be included in Direct Operating Costs.

An independent audit of the Food and Beverage Manager's Gross Receipts and Commissions by an accounting firm approved by the City, must be submitted no later than one hundred-fifty (150) days after the end of each Agreement Year as a Direct Operating Cost.

In the event the City is not satisfied with the statements submitted by the Food and Beverage Manager, as provided for herein, the City shall have the right to make a special audit by auditors selected by the City, of the books and records required to be made and preserved by the Food and Beverage Manager. If such audit shall show a deficiency in payments by the Food and Beverage Manager for any Accounting Period covered, in excess of one percent (1%) of the amount thereof, the amount owed and the Late Fees from the date the error took place and the cost of the audit, shall be paid promptly by Food and Beverage Manager to the City and not absorbed as a Direct Operating Cost.

Food and Beverage Manager will be required to inventory all Equipment, Leasehold Improvements, uniforms and Smallwares on an annual basis to determine what replacements and repairs, subject to Facility Manager approval, are required.

Food and Beverage Manager shall maintain all sales tax licenses and operating permits necessary for the Foodservices

### **2.11 Sanitation and Equipment Maintenance**

Food and Beverage Manager must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, as a Direct Operating Cost, all assigned areas of the Event Facilities, including the space within a 25 foot radius of each area, including, but not limited to, concession stands, kitchens, dock areas, offices, retail stands, bars, buffets, pantries, Vending areas, condiment stands, storage and prep areas in a clean, sanitary, and orderly fashion, unless otherwise specified in the final contract agreement.

Food and Beverage Manager must provide pest control licensed by the state and approved by the Facility Manager for each assigned area.

Food and Beverage Manager is responsible for maintaining all grease traps, exhaust hoods, exhaust ductwork and roof fans and the regularly scheduled cleaning of both, as a Direct Operating Cost.

Food and Beverage Manager shall maintain Facility Manager-approved, par levels of all Equipment, Leasehold Improvements, uniforms and Smallwares. Food and Beverage Manager shall maintain the current level of existing place settings. Food and Beverage Manager shall maintain, as a Direct Operating Cost, all Equipment, Leasehold Improvements, uniforms, rolling stock and Smallwares used in performance of its duties in a good state of repair, including maintenance, repair or replacement necessitated by ordinary wear and tear. Repair and maintenance costs per item at or below \$2,500 will be a Direct Operating Cost. Repair and maintenance costs per item above \$2,500 and all required replacements will be paid by the City, at their sole discretion. All maintenance shall be in accordance with maintenance schedules outlined within the contract or as required by the equipment manufacturer.

If the replacement is due to theft, vandalism, unusual wear, neglect or negligence by the Food and Beverage Manager, the Food and Beverage Manager will pay for such replacement and it will not be considered a Direct Operating Cost.

Food and Beverage Manager shall develop a preventive maintenance plan for the facilities and Equipment assigned to it and under its control, which plan shall be reviewed and approved by the Facility Manager. Food and Beverage Manager shall pay all preventive maintenance costs for all Foodservice Equipment required and approved by the Facility Manager, as a Direct Operating Cost.

The Facility Manager may require the use of its in-house maintenance staff for certain repairs and maintenance, if it is in the Facility Manager's best interest. The Food and Beverage Manager shall reimburse the Facility Manager for all direct costs for repairs and maintenance performed by Facility Manager's staff as a Direct Operating Cost.

Food and Beverage Manager shall provide and maintain uniforms for all employees as a Direct Operating Cost.

## **2.12 Utilities**

The Facility Manager shall pay for the usage of HVAC, electricity, gas, and water service for the Food and Beverage Manager's operation. Food and Beverage Manager will utilize prudent energy management.

The cost of telephone, internet and data service will be paid for by the Facility Manager and the Food and Beverage Manager will be billed at market rate for this service.

The Food and Beverage Manager will be responsible for bringing its trash and garbage from all Foodservice areas to the designated dumpster or recycling areas. The removal of the trash and recyclables from the Event Facilities will be paid for by the Facility Manager.

The cost to repair or replace any utility service or lines due to Food and Beverage Manager's negligence shall be the Food and Beverage Manager's sole expense and not charged as a Direct Operating Cost. Food and Beverage Manager's sewer lines shall be self-maintained by the Food and Beverage Manager and shall be maintained to the satisfaction of the Facility Manager. Food and Beverage Manager shall take all precautionary measures necessary to assure that grease is not discharged into the sewers.

The Food and Beverage Manager is responsible for complying with all recycling and sustainability policies and procedures of the Facility Manager and/or appropriate governmental bodies.

The Facility Manager shall not be liable or responsible for any failure to furnish services, such as electricity, gas, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the Facility Manager shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

The Facility Manager shall not be responsible for any goods, merchandise or Equipment stored at the Event Facilities nor will it be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes.

### **2.13 Indemnification**

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Nampa, including but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Food and Beverage Manager's performance of the Agreement or any other agreements of the Food and Beverage Manager, entered into by reason thereof. The Food and Beverage Manager shall indemnify and defend the City of Nampa, including, but not limited to its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Food and Beverage Manager, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Food and Beverage Manager agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

### **2.14 Insurance Requirements/Bonds**

Food and Beverage Manager shall not commence any work under the Agreement until they have obtained all of the prescribed insurance and bonds, and such insurance and bonds have been approved by the City.

Performance Bond: The provisions of this paragraph shall survive the expiration or early termination of this Agreement. During the Agreement, Food and Beverage Manager shall maintain a performance bond in the amount of one hundred thousand dollars (\$100,000) payable to the City, in the event of default by the Food and Beverage Manager.

The Food and Beverage Manager shall secure the insurance specified below. All insurance secured by the Food and Beverage Manager under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by Idaho law. In addition, it shall provide Coverage B, Employer's Liability

- Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits, and employees liability with limits of not less than \$100,000 per occurrence. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and a property damage liability coverage with limits of at least \$1,500,000 per occurrence, \$3,000,000 general aggregate, and \$3,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If “occurrence form” insurance is not available, “claims made” insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement. Proposer shall maintain host liquor liability coverage as part of its commercial general liability coverage described above.
  3. Automobile liability insurance covering all owned, non owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,500,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
  4. Crime insurance coverage in the amount of \$1,000,000.

The Food and Beverage Manager will provide the City with at least 30 days’ written notice of an insurer’s intent to cancel or not renew any of the insurance coverage. The Food and Beverage Manager agrees to hold the City harmless from any liability, including additional premium due because of the Food and Beverage Manager’s failure to maintain the coverage limits required.

The City’s approval or acceptance of certificates of insurance does not constitute the City’s assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage and limits are adequate to protect any individual/group/business, its consultants’ or subcontractors’ interests, and assumes no liability therefore.

## **2.15 Default**

The Agreement shall contain appropriate provisions defining events of default by the Food and Beverage Manager including, but not limited to, the following. In the event that the Food and Beverage Manager shall fail to perform, keep and observe any of the terms, covenants and conditions of the Agreement to be performed, kept or observed, such as failing to pay the correct amount of moneys due the City, the City shall give the Food and Beverage Manager written notice of such default. In the event such default is not remedied or steps taken to remedy default to the satisfaction and approval of the City and Facility Manager within fifteen (15) days of receipt of such notice by the Food and Beverage Manager, the Food and Beverage Manager may be declared in default, and all of their rights under the Agreement



shall terminate. At the direction of the City and Facility Manager, the Food and Beverage Manager shall vacate the Event Facilities and shall have no right to further operate under the Agreement.

In the event that the Food and Beverage Manager shall fail to correct any potentially hazardous condition, the Facility Manager or City shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of the Facility Manager or City within twenty-four (24) hours of receipt of such notice by the Food and Beverage Manager, the Food and Beverage Manager may be declared in default, and all of their rights under the Agreement shall terminate. Should the Food and Beverage Manager be placed into bankruptcy either voluntarily or by the courts, or should the Food and Beverage Manager become financially insolvent and unable to perform its duties under the Agreement, or if the Agreement is assigned or if the controlling interest in Food Service Operator shall change whether by sale of a majority of the voting stock, by merger, by operation of law or by any other means, the City may immediately place the Food and Beverage Manager in default, terminate the Agreement, and assume the Foodservice operation of the Event Facilities under the Agreement.

Should the Food and Beverage Manager fail to obtain or maintain the necessary licenses and permits, the City may place the Food and Beverage Manager in default.

The City may terminate this Agreement if the Food and Beverage Manager allows a lien to be placed on the Event Facilities for any work approved by or administered by the Food and Beverage Manager.

The City shall retain the right to terminate the Agreement if the City or Facility Manager is dissatisfied regarding Food and Beverage Manager's uncured performance, product, or service quality, based on customer surveys. Failure on the part of the Food and Beverage Manager to reach that City-approved level of customer satisfaction will allow the City to terminate the Agreement without constituting a default by the Food and Beverage Manager.

Any termination of the Agreement is subject to the buyout provision of the Food and Beverage Manager's City-approved investment.

## **2.16 Cost Proposal**

Proposer shall submit their financial terms in **Exhibit A**. Proposer will be required to hold pricing firm for 180 days.

## **2.17 Contract Award**

It is the City's intent to enter into a contract with a Food and Beverage Manager who best demonstrates the ability to provide quality management of the Foodservices at

the Event Facilities. After review of the proposals, if the City decides to not enter into contract, the City will notify all Food and Beverage Managers.

### **Section 3**

#### **Proposal Format and Content**

##### **3.01 Submittal Requirements**

In addition to detailed methodology and pricing, as outlined in Section 2, the submittal must contain the following information:

- A cover letter that includes name and address of the Proposer and project contact person with address, telephone number, and email address.
- Acknowledge receipt of any addenda if applicable.
- Summarize your understanding of the project.
- Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule.
- Indicate your acceptance of the requirements of this RFP.
- Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team. The Proposer's offer must be good for 180 days.

All proposals shall be submitted with one (1) original and seven (7) copies plus one (1) CD or USB Drive to the City in printable Adobe or Microsoft Word format. Each Proposer shall submit, at a minimum, all of the following information in a format that corresponds with the order of the subheadings listed below:

1. Completed Exhibit A: Proposed Financial Offer
2. Completed Exhibit B: Capital Investment
3. Marketing Plan: Provide the Proposer's detailed marketing plan for soliciting and expanding the current Food service sales business.
4. Environmental Sustainability Plan: Provide the Proposer's detailed plan including actual experience, implementation and results in previous recycling and sustainability programs and set forth with specificity the sustainable practices that will be used in operations at the Event Facilities.
5. Local Purchases and Sustainability Plan: Describe how locally grown foods, locally produced beverages and other locally generated products will be sourced and integrated in your proposed operations and menu choices.

6. **Quality Control:** Because the highest level of culinary quality and service is imperative for this facility to be successful in its marketplace, Proposer must have a food operation management plan and a sanitation plan that complies with the Facility Manager's and City's inspections and requirements. Explain how Proposer will continue to meet and exceed the required ratings level. At a minimum, Food and Beverage Manager must maintain an 80% favorable rating or better in the aggregate on all customer surveys, focus groups and secret shopper reports. Failure on the part of the Food and Beverage Manager to reach that Facility Manager-approved level of customer satisfaction will allow the Facility Manager to terminate the Agreement. Provide samples of customer survey tools used in other accounts.
7. **Catering Experience:** Proposer must indicate their experience in serving large banquets, such as those served at the Civic Center. Proposer should cite specific banquet experience, as well as individual banquets of 500 customers or more or three consecutive meals of 250 customers each, e.g. breakfast, lunch and dinner or three dinners over three consecutive nights, etc. Provide date, location, customer contact, customer phone number, menu, price per person and service style, e.g. buffet, served.
8. **List of Clients:** A list of other clients similar to the Event Facilities that Proposer serves or has served in the past five (5) years. Please provide detailed information, e.g., name, address, and telephone number of the Client, contact name, length of time, size of Client, number and type of events, annual sales and attendance. Indicate what services are provided, i.e., Catering, Concessions, Retail, Restaurants, etc. Please indicate which if any of these clients are Private Management firms.
9. **Organizational Plan:** In addition to Exhibit D, Management and Supervisory Staffing chart showing all full-time and hourly positions proposed for the Event Facilities. Include details of all bonus and benefits. Include a copy of the employee training manual, employee handbook, and drug-use policy.
10. **Corporate Organizational Plan:** An organizational Chart of your firm indicating lines of authority for personnel involved in performance of the Agreement if awarded to you. This chart is to identify the next senior level of management responsible for the administering of the Agreement, as well as the person to whom the general manager will report. Provide a resume of that manager and the number of accounts the manager is responsible for. Please note that if you are selected as the finalist, we will ask you to have your next senior level of management join us for an interview.
11. A resume including client references of the experience, education, and performance record in the Foodservice business of three (3) full-time general managers and two (2) proposed Executive Chefs for the Event Facilities for

- whom the City will have the right of approval. Proposer must have their choice of the general manager and executive chef at any oral presentation required by the City for selection of the Food and Beverage Manager. The general manager and the executive chef candidates may be interviewed privately prior to the Proposer's presentation.
12. Staffing ratios for every job category at the Civic Center, during banquets, a trade show and convention. Include back-of-the-house and front-of-the-house employees for all areas, i.e., kitchen, Alcoholic Beverages, Catering and Concessions.
  13. Detailed staffing charts for typical events at Idaho Center Arena and Amphitheater including a sellout concert. Include back-of-the-house and front-of-the-house employees for all areas, i.e., kitchen, commissary, pantries, Concession stands, etc.
  14. Technology: Proposer shall indicate how or if they will utilize technology to improve service and quality of their operations.
  15. Proposed menus for all Foodservices in the Event Facilities, showing portion sizes and proposed selling prices in 2014 dollars. Include Alcoholic Beverages, Concessions, Catering, and Service Charges. All Catering prices must include the cost of linen, china and flatware. Pricing must be competitive with similar facilities in the region.
  16. Branded and other Subcontracted Products: Describe how Branded Products and local Subcontractors should be handled and how they will impact sales and profits. Detail other facilities where Proposer uses Branded Products and/or local Subcontractors and any unique financial arrangements with these Brands and Subcontractors.
  17. Training Programs: Describe all of Proposer's available training programs including Proposers' current Alcohol Management, Customer Service, Safety/Risk Management, and HAACP Programs that are regularly used at other accounts. Indicate the proposed general manager's experience in administering these training programs and the frequency employees receive formal training. Indicate all mandatory and required training programs, including the mandatory and required training hours for all part-time and casual employees.
  18. Transition Plan: Describe in detail with a timeline of how the Proposer will create a seamless transition to the customer, from the existing Food and Beverage Manager to the new Food and Beverage Manager. Proposer shall provide supporting documentation where a similar transition plan was successfully implemented.

19. List of Corporate Officers: Provide a list of the Proposer's corporate officers and their experience in the industry.
20. Event Information Recaps: Provide samples of Banquet Event Orders, event information recaps, daily and monthly statements, etc. that will be furnished to the City and Facility Manager during the term of this Agreement. Include forms from computerized cash registers.
21. Financial Statement: A current audited financial statement, for the two most recent fiscal years of the Proposer, including balance sheet and profit and loss statements, prepared and certified by an independent Certified Public Accountant. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of this Agreement or satisfactory evidence to perform the proposed services.
22. Business Form of Proposer:
  - a) If the Proposer is a corporation, the proposal shall be signed by an officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered. The proposal shall show that the corporation is in good standing and qualified and authorized to do business in the State of Idaho.
  - b) If the Proposer 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. A copy of the partnership agreement and a full explanation of the job related duties of each member of the partnership must be included.
  - c) If the Proposer is an individual or sole proprietorship, the Proposal shall be signed by the individual in person, stating the name or style, if any, under which the Proposer is doing business.
  - d) If the Proposer is a joint venture, the Proposal shall be signed by an officer of the joint venture. A copy of the joint venture agreement and a full explanation of the job related duties of each member of the joint venture must be included.
  - e) If the Proposer is a limited liability corporation, the proposal should be signed by an officer of the LLC.
23. The proposal must be signed by a person(s) authorized to legally bind the Proposer and must contain a statement that this proposal and the financial terms proposed therein shall remain firm for a period of 180 days from the receipt of the proposals.

The City shall consider as “irregular” or non-responsive” and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection. Proposals may be deemed non-responsive any time during the evaluation process if, in the sole opinion of the City:

- a) The Proposer does not meet the minimum required skill, experience or requirements to perform or provide the Service.
- b) The proposer has a past record of failing to perform or fulfill contractual obligations.
- c) The proposer cannot demonstrate financial stability
- d) Proposal contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, is intended to mislead the City in its evaluation of the Proposal.

Failure to adhere to the submittal criteria shall result in the Proposal being considered non-responsive.

### **3.02 Proposer Responsibilities**

Proposers shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal Due Date and Time. Late Proposals will not be considered. A Proposer submitting a late Proposal shall be so notified.

### **3.03 Proposal Irrevocable**

In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 180 days after the Proposal Due Date and Time indicated on the cover of this RFP.

### **3.04 Amendment/Withdrawal of Proposal**

At any time prior to the specified Proposal Due Date and Time, a Proposer (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or their modifications in the Proposal shall be initialed in **original ink** by the authorized person signing the Proposal. Facsimile, electronic (email) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal Due Date and Time.

## **Section 4**

### **Review of Proposals and Selection of Finalists for Interviews**

#### **4.01 Selection Criteria**

Proposers are advised that the City intends to select the Food and Beverage Manager that the City determines is the most responsive and responsible and will

provide the Event Facilities with the highest quality products, efficient services and highest revenue, based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will determine the best proposal deemed most qualified.

The evaluation team will rely on the qualitative information contained and presented in the proposals, the reference checks made, and the ability to work well with other project team members in making the decision to select the most qualified Food and Beverage Manager to provide services for the City. Selection criteria will be based on:

Evaluation Criteria (100 Point Potential Score)

- Experience, Qualifications, and References (25 points) – including past performance relative to quality of work, ability to meet financial objectives, and success in achieving stated performance benchmarks
- Quality of Management Team (15 points)
- Operational Approach (10 Points)
- Marketing and Sales Program (10 Points)
- Proposed Financial Compensation (35 Points)
- Financial Stability (5 Points)

In assigning scores, the evaluation team will consider the following factors, none of which will, standing alone, be conclusive:

- a) Creativity reflected in the proposal for unique operational plans, point of sale areas, menu, personnel training, uniforms, and related sales, marketing and promotional ideas.
- b) The experience, training, and past performance of those persons designated by the Proposer as proposed management personnel.
- c) The Proposer's performance at other facilities and for other clients, as shown by contacts with those representatives by phone or mail which have been or may be made by the City.
- d) The Proposer's sustainability plan to locally source products and services, encourage the sale of organic products and pro-actively lead the proper environmental policies related to their operations.
- e) Proposer's financial condition, including ability to provide required performance bond.
- f) Proposer's projected financial return to the City.

Upon review of the proposals the City will score the proposals and may shortlist and interview the highest ranking firms. Upon completion of the interviews the highest ranking firm will then be asked to enter into contract negotiations with the City of Nampa. If an agreement cannot be reached with the highest ranked firm, the City will move to the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City of Nampa

reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed Proposers.

## **Section 5 Standard Proposal Information**

### **5.01 Authorized Signature**

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

### **5.02 Responsibility for Preparation Costs**

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

### **5.03 Conflict of Interest**

Offerors must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Nampa). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

### **5.04 Offeror's Certification**

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of Idaho.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Nampa).

If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

### **5.05 No Contact Policy**



Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

## **5.06 Special Conditions**

Special conditions include the following:

Respondents are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of “nonresponsiveness.”

All information submitted in response to this RFP shall become the property of the City of Nampa.

This RFP does not commit the City of Nampa to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP.

The City of Nampa reserves the right to waive any technicalities or irregularities in any proposal.

Responding firms acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City’s acceptance or nonacceptance of the proposal.

The City of Nampa shall determine, at its sole discretion, and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

The City shall not be responsible for the accuracy of any information provided as part of this RFP.

All respondents are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City of Nampa reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Nampa, Idaho.

The City reserves the right to:

- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.
- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer.
- j) Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

#### **Section 6 Exhibits**

- A. Financial Proposal
- B. Capital Investment
- C. Historical Events
- D. Current Menu Pricing
- E. Facility Floor Plans
- F. Kitchen Equipment Lists