

**Request for Proposals
for
Food and Beverage Services
at the
Falls Park Overlook Café**

City of Sioux Falls, South Dakota

Proposal Request No. 19-0003

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Request for Proposals for Food and Beverage Services at the Falls Park Overlook Café

Section 1 Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the “City”). The purpose of this RFP is to establish a contract with a qualified food and beverage service provider to provide quality management of catering and concession or event services (food service) to patrons at the Falls Park Overlook Café in Sioux Falls, South Dakota.

At the conclusion of the RFP process described herein, and upon execution of an agreement, the successful Proposer will be responsible for the comprehensive management and operation of the Falls Park Overlook Café. The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services, as required by the City, consistent with generally accepted operations of a first-class public food service facility. It is the desired goal of the City to have an executed agreement with the successful Proposer no later than April 12, 2019.

1.02 Contact Person, Telephone, Fax Number, and Email

All questions regarding this RFP are required to be submitted in writing to Matthew Newman, Business Analyst, Finance Office, at mnewman@siouxfalls.org. Addendum and answers to questions will be posted to the City’s website.

<http://siouxfalls.org/business/rfq/2018/11/19-0003>

The deadline for questions is 6 p.m., Central time, Friday, December 14, 2018.

Proposers, legal counsel, or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this project with any other City employee, elected official, or evaluation team member from the date of issuance of this RFP until the final selection unless authorized by the Business Analyst. Other means of communications or contact may disqualify the Proposer.

Submittals must be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this 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.

The approximate RFP schedule is as follows:

- RFP Issued: November 16, 2018.
- Preproposal Meeting: November 28, 2018, 9:30 a.m.
 - Location: Falls Park Overlook Cafe
- Deadline for Questions: December 14, 2018.
- Proposals Due: December 20, 2018.
- Review of Proposals: December 26, 2018–January 4, 2019.
- Interviews: January 10, 2019.
- Issue Intent to Award: January 11, 2019.
- Execute Contract: April 12, 2019.
- Café Opens: May 3, 2019.

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Proposers must submit one (1) original hard copy (marked "Original") and seven (7) hard copies of the proposal in a sealed envelope or package to the City no later than **2 p.m., Central time, on December 20, 2018.**

No proposals will be accepted after that time. Responses received after the stated time will be returned unopened and will not be considered.

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. Envelopes or packages must be addressed as follows:

City of Sioux Falls Customer Service Counter
Attention: Matthew Newman
Food and Beverage Services at the
Falls Park Overlook Café in Sioux Falls, South Dakota
RFP No. 19-0003
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office no later than **2 p.m., Central time, on December 20, 2018**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Proposers assume the risk of the method of dispatch chosen. The City 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 its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract" that shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

1.05 Questions and Addenda

A preproposal meeting will be held at 11:00 a.m., Tuesday, November 27, 2018, at the Falls Park Overlook Café.

If deemed necessary, addenda to the RFP will be issued and posted to

<http://siouxfalls.org/business/rfq/2018/11/19-0003>

No addenda will be issued after 6 p.m., Monday, December 17, 2018.

Section 2 Scope of Work

2.01 Introduction and Background Information

The agreement is for food and beverage service and management at the Falls Park Overlook Café located in Falls Park. Specific information regarding the Falls Park Overlook Café can be found in the Overlook Café Description in Section 2.05 below.

The term of the agreement is intended to be from three to five years, with the option to renew by mutual agreement.

The Falls Park Overlook Café will operate on a calendar fiscal year. Additional information related to floor plans and the previous menu and pricing are shown in Exhibits A and B.

The management agreement will be developed by the City's legal counsel and will 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 and Food and Beverage Service Manager's interest therein as advised by the City's or Food and Beverage Manager's legal counsel.

2.02 Goals and Objectives

Falls Park is considered the "crown jewel" of the Sioux Falls Parks and Recreation system. The park is a major destination for residents in the surrounding area, tourists, and community special events. It is the City's intention to provide a professionally run, fiscally responsible family-oriented food and beverage service that compliments each of these components and is consistent with all laws, ordinances, and regulations.

2.03 Definitions

- A. "Accounting Period" shall refer to a three-calendar-month period of which there must be four within each calendar year.
- B. "Agreement" shall refer to the contract executed between the Food and Beverage Manager and the City of Sioux Falls, 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 period between January 1, 2019, and December 31, 2019, and every January 1 through December 31 for 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. "Catering Sales" shall refer to any prearranged food and beverage function of multiple customers, such as banquets, where payment for the entire function rests with one individual or company.
- F. "City" shall refer to the City of Sioux Falls, South Dakota. All correspondence should be addressed to Mr. Matthew Newman, Business Analyst, City of Sioux Falls, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, SD 57117-7402.
- G. "Commissions" shall refer to the percentage of gross receipts that the Food and Beverage Manager will pay to the City each accounting period.
- H. "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.

- I. "Direct Operating Costs" are the actual out-of-pocket costs of the food and beverage service operation incurred at the Falls Park Overlook Café and paid for by the Food and Beverage Manager.
- J. "Food and Beverage Manager" shall refer to that party selected by the City to provide the food and beverage service and management.
- K. "Food Service" shall refer to all food, beverage, and merchandise sales and operations at the Falls Park Overlook Café.
- L. "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 subcontractor 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 one-quarter percent (1/4%) of concession sales or any bad debts, unless credit was extended by the City, may be deducted from gross receipts or included in direct operating costs.
- M. "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.
- N. "Merchandise" shall refer to the nonexclusive sales of all nonedible products such as souvenirs, clothing, etc., sold at the Falls Park Overlook Café.
- O. "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.
- P. "Smallwares" shall refer to the serviceware, utensils, crockery, glassware, dishware, and cutlery used in the food service operation.
- Q. "Specifications" shall refer to this Request for Proposal.

2.04 Financial Terms

The Proposer will propose their financial terms and will also indicate their capital investment (if any) that they will make in the Falls Park Overlook Café over and above the current level of equipment, which will remain on site for the Food and Beverage Manager's use.

Food and Beverage Manager shall collect all proceeds from the operation of the food services 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 may reasonably require ensuring the accurate accounting for and depositing of funds and preservation of inventory, supplies, and other products used in providing food services.

Day-to-day smallwares replacements and all repair and maintenance costs up to two hundred fifty dollars (\$250) per each 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 food service office equipment, furniture, and computers.
- POS system or cash register(s).
- Alcoholic beverage license purchase fee.

The Food and Beverage Manager may sell merchandise on a limited basis as determined by the City.

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

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 Overlook Café Description

The historical NSP power plant building located within Falls Park was renovated by the City to accommodate the beginning of the Falls Park Overlook Café in 2005. An outdoor seating area provides seating for approximately 20 while a comfortable indoor seating capacity is between 60–80 patrons. In addition to being a favorite venue for area residents, Falls Park is also the preferred destination for numerous community events and tourists.

2.06 Operating Hours

Hours of operation are negotiable. However, at a minimum it is the intent of the City to provide food service at the Falls Park Overlook Café on a consistent and regular schedule on a daily basis from May through September and during the Winter Wonderland Holiday Lights Display, which takes place from the Friday preceding the Thanksgiving holiday through the Sunday following the New Year holiday. Additional hours of operation during the balance of the year will be considered beneficial to the City. The City acknowledges that it may not be feasible for the Falls Park Overlook Café to be in operation throughout the entire year.

2.07 Personnel

Food and Beverage Manager shall employ the necessary personnel to conduct the operations at the Falls Park Overlook Café in accordance with the terms and conditions of this RFP and the agreement.

Food and Beverage Manager shall develop a plan that ensures an orderly startup of the operations and services.

All food service employees are employees of the Food and Beverage Manager and not 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 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 City.

Accurate records must be kept of the names, addresses, and other legal identification of employees of the Food and Beverage Manager.

Food and Beverage Manager must conduct regularly scheduled training sessions for all personnel, including part-time and casual personnel, in regular contact with customers. At a minimum, the training will consist of customer service, alcohol awareness, and skills training for each position, including proper banquet service, buffet setup, food merchandising, and wine service for all catering personnel. Food and Beverage Manager's employees shall be at all times neatly and cleanly uniformed. Free employee parking is available for all Food and Beverage Manager's employees.

2.08 Quality of Services and Products

It is the expectation that the Food and Beverage Manager shall operate the food services in such a manner consistent with food and beverage industry standards.

2.09 Alcoholic Beverages

All licenses and permits required for the sale of alcoholic beverages at the Falls Park Overlook Café shall be held in the name of the Food and Beverage Manager. 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.

It is the City's intent that alcoholic beverages be available on a limited basis, including events such as private rentals/caterings and special occasion events. Alcohol sales may not represent more than fifteen percent (15%) of total sales and are to be offered for sale by the Food and Beverage Manager to the extent permitted by applicable laws and ordinances. The percentage of alcohol sales will be reviewed periodically and adjusted

as necessary. The final decision as to whether or not alcoholic beverages may be sold at an event, or in any designated area of the Falls Park Overlook Café, shall be the sole responsibility of the Food and Beverage 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.

2.10 Operating Requirements

The Food and Beverage Manager shall develop an operations plan for the Falls Park Overlook Café that outlines reasonable rules, regulations, and policies for the operation of the Falls Park Overlook Café. The operations plan should include:

- Cash handling procedures.
- Employee training programs.
- Private rental policies.
- Alcoholic beverage management plan.
- Hours of operation.
- Staffing plan.

The Food and Beverage Manager shall operate the food service in accordance with the operations plan and such plan shall be acceptable to the City.

No off-site or subcontracted sales are permitted from the Falls Park Overlook Café.

On an annual basis, the Food and Beverage Manager must provide the City 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. All costs associated with the marketing and catering program shall be considered as the direct operating costs of the Food and Beverage Manager.

The Food and Beverage Manager shall not book any private catering events beyond the date of termination of the management contract.

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 South Dakota, Minnehaha County, and the City of Sioux Falls.

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 food service sales, operations, equipment, or inventory as a direct operating cost.

Food and Beverage Manager shall at all times comply with all applicable laws, rules, regulations, and orders of the federal government, the state of South Dakota,

Minnehaha County, and the City of Sioux Falls and also shall abide by all rules, regulations, and directives prescribed by the City.

The Food and Beverage Manager shall not provide vending machines for use without the advance express approval of the City.

Authorized representatives of the City 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.

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 City-owned equipment that has met the end of its useful life and request written approval from the City to discard such equipment.

Food and Beverage Manager shall post and display all menu items and prices.

2.11 Record Keeping and Accountability

Food and Beverage Manager shall maintain all accounting records for this account in a format approved by the City. The accounting records shall be available for audit by the City of Sioux Falls or the state of South Dakota at any time throughout the term of the agreement and for six years following the term of the agreement at the Food and Beverage Manager's main office.

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

Food and Beverage Manager may not deduct cash shortages in excess of one-quarter percent (1/4%) 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.

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 shall maintain all sales tax licenses and operating permits necessary for the food service.

2.12 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, the Falls Park Overlook Café in a clean, sanitary, and orderly fashion.

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, as a direct operating cost, all equipment, leasehold improvements, and smallwares used in performance of its duties in a good state of repair. The replacement of City-owned assets and maintenance and repairs of City-owned assets in excess of \$250 shall be the responsibility of the City. If the replacement is due to 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 provide and maintain uniforms for all employees as a direct operating cost.

2.13 Planned Equipment Upgrades and Facility Improvements

The City is also exploring opportunities for upgrading exterior lighting to building.

2.14 Utilities

The City 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 Food and Beverage Manager.

The Food and Beverage Manager will be responsible for bringing its trash and garbage from all food service areas to the designated dumpster or recycling areas. The removal of the trash and recyclables from their designated areas will be the responsibility of the City.

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

The City 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 City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

The City shall not be responsible for any goods, merchandise, or equipment stored at the Falls Park Overlook Café nor will it be responsible for damage resulting from a power failure, flood, fire, explosion, and/or other causes.

2.15 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 Sioux Falls, 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 Sioux Falls, 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.

2.16 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.

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 South Dakota 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. 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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 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, nonowned, 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 \$1,000,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

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 coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

2.17 Default

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 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, 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 City shall give written notice of such default. In the event such default is not remedied to the satisfaction and approval of the 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 and Beverage Manager 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 food service 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 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.

2.18 Cost Proposal

Proposer shall submit their cost proposal as a percentage of gross receipts to be received by the City.

Proposer will be required to hold pricing firm for 90 days.

2.19 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 food service at the Overlook Café. After review of the proposals if the City decides to not enter into a 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 Proposer. 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 90 days.

All proposals shall be submitted with one (1) original and seven (7) copies.

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. Proposed financial offer.
2. Projected sales.
3. Capital investment (if any).
4. Marketing plan: Provide the Proposer's detailed marketing plan for soliciting and expanding the current food service sales business.
5. Operations plan as described in Section 2.10.
6. Catering Experience: Proposer must indicate their experience in catering events. List of Clients: A list of five (5) or more clients the Food and Beverage Manager has served in the past five (5) years. Please provide detailed information; e.g., name, address, and telephone number of the client, contact name, size of client, number and type of events, annual sales, and attendance. Indicate what services are provided; i.e., catering, concessions, retail, restaurants, etc.
7. Proposed menus for food service in the Falls Overlook Café showing proposed selling prices in 2019 dollars. Include alcoholic beverages, concessions, catering,

and service charges (if applicable). All menu/catering prices must include the cost of linen, china, and flatware if applicable. Pricing must be competitive with similar facilities in the Sioux Falls area.

8. Financial Statement: The Proposer should have a demonstrated record of financial responsibility commensurate with the obligations contemplated under this RFP. Proposers should include:
 - a. Previous two years of certified or audited financial statement or statements prepared in accordance with standard accounting procedures.

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 Falls Overlook Café 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)

- Relevant Experience, Qualifications, and References (25 Points)—including past performance relative to quality of work, ability to meet financial objectives
- Operational Approach (25 Points)
- Proposed Financial Compensation (20 Points)
- Quality of Management Team (10 Points)
- Compatibility of the Proposal with Falls Park (10 Points)
- Marketing and Sales Program (10 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, menu, personnel training, related sales, and marketing.
- 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. 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 Proposers. Upon completion of the interviews, the highest ranking Proposer will then be asked to enter into contract negotiations with the City. If an agreement cannot be reached with the highest ranked Proposer, the City will move to the next highest ranked Proposer. The same process will be repeated with the other ranked Proposers if no such agreement can be reached. The City reserves the right to not select a Proposer 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 Proposer to the provisions of the RFP must sign all proposals.

5.02 City Not Responsible 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

Proposers 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 Sioux Falls). 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 Request for Proposal as Part of Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

5.05 Proposer's Certification

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

- The laws of the state of South Dakota.
- 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 Sioux Falls).

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.

5.06 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.

5.07 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 Sioux Falls.

This RFP does not commit the City of Sioux Falls 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 Sioux Falls reserves the right to waive any technicalities or irregularities in any proposal.

Responding firms acknowledge and agree that the City of Sioux Falls 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 Sioux Falls 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 Sioux Falls 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 Sioux Falls, South Dakota.

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 Proposer 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.

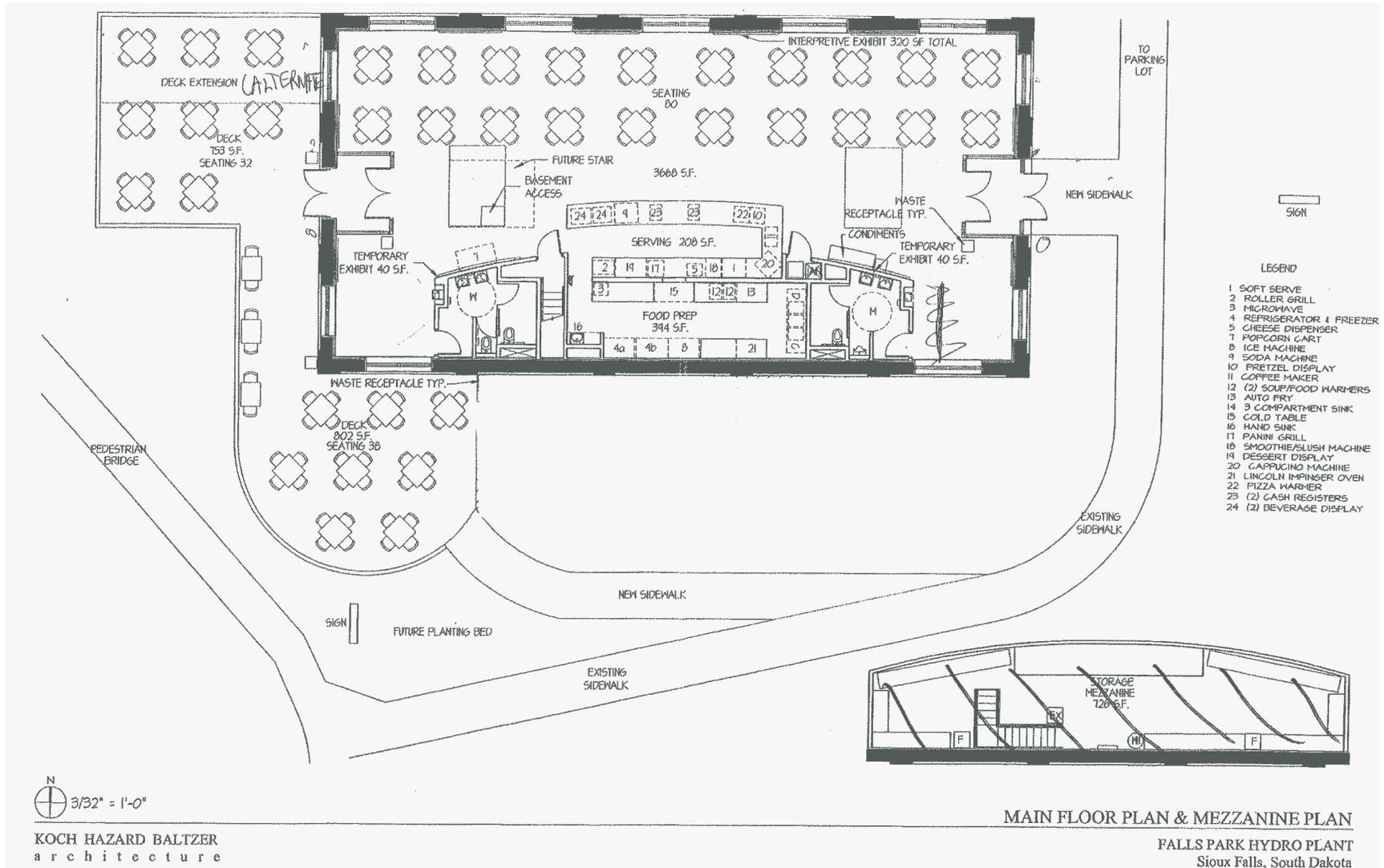
The City may exercise the foregoing rights at any time without notice and without liability to any Proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Section 6 Exhibits

Exhibit A—Building Floor Plan

Exhibit B—Previous Menu Pricing

Exhibit A Building Floor Plan



N
3/32" = 1'-0"

KOCH HAZARD BALTZER
architecture

**Exhibit B
Previous Menu Pricing**

Falls Bites

Avocado Toast	\$3.50
<i>Toasted multigrain sunflower bread topped With avocado and a balsamic glaze'</i>	
Falls Fries	\$6.50
<i>Beer Battered thick fries served with Garlic aioli</i>	
Asparagus Pillows	\$7.95
<i>Asparagus and pepperjack cheese baked In puff pastry</i>	
Frozen Grapes	\$3.95
Hummus Plate	\$5.95
<i>Lemon infused Hummus, carrots, celery, and cucumbers</i>	

Made From Scratch Soups

Cup \$3.50 Bowl \$6.50

Super Salads

Southwest Chicken Salad	\$8.55
<i>Chipotle grilled chicken, black bean salsa, & cornbread croutons served with SW ranch</i>	
Berry Berry Salad	\$8.15
<i>Greens w/fresh strawberries, blueberries, sliced Almonds and blueberry croutons with a poppyseed dressing</i>	
Caribbean Romaine	\$7.85
<i>Artisan Romaine, candied pecans, oranges, Gorgonzola, apples and a mango vinaigrette</i>	
Specialty Side Salads	\$3.50
<i>Choose from Greek, Snappy Slaw, Fruit or Chef's Choice</i>	

Hot Sandwiches

(Sandwiches served w/kettle chips. Sub soup or specialty salad for \$2.25)

Overlook Reuben	\$8.95
<i>Corned beef, sauerkraut, Swiss cheese and thousand island On Black Russian</i>	
Chicago Dog	\$7.25
<i>A ¼ pound hot dog topped w/mustard, relish, dill pickle, banana Pepper and celery salt on brioche bun</i>	
Three Cheese	\$6.75
<i>Cheddar, swiss and American on multigrain sunflower</i>	
Shrimp Taco	\$8.75
<i>2-6" flour tortillas filled w/cabbage, peach salsa And chipotle cream</i>	
The Big Peach	\$7.95
<i>Ham and brie surrounded by peach jam and Maple bacon aioli on jalapeno cornbread</i>	
Pulled Pork	\$7.45
<i>Slow roasted pork topped with an Asian slaw Made w/a peanut-sriracha dressing</i>	

Cooler Sandwiches

Fresh Veggie	\$7.25
<i>Tomatoes, cucumbers, red onion and sprouts between Hummus and pistachio pesto on multigrain</i>	
Roast Beef	\$8.75
<i>Roast beef, tomatoes and arugula w/sweet Horseradish cream on naan</i>	
Chicken Salad	\$6.95
<i>A Falls favorite...creamy chicken salad on ciabatta</i>	
Craisy Turkey	\$8.85
<i>Craisin spread, roasted turkey and lettuce On Black Russian</i>	
BLT	\$8.45
<i>Crisp bacon, lettuce, tomato and our angry Mayo on flatbread</i>	

**1/2 Three cheese, Reuben, or craisy turkey w/soup or specialty salad \$7.50

More than a Sandwich

Brisket Sweet Potato	\$8.95
<i>Beef brisket & shredded cheese atop a baked sweet potato drizzled w/chipotle cream. Served w/greens & blueberry pomegranate vinaigrette</i>	