



Osier Kitchen and Food Service Program

PROPOSAL NUMBER: 2022-01

PROPOSALS MUST BE RECEIVED ON OR BEFORE:

TUESDAY, FEBRUARY 15, 2022 AT 5PM MST

CUMBRES & TOLTEC SCENIC RAILROAD

PO Box 1057

Chama, NM, 87520

(575) 219-3303

www.cumbrestoltec.com

TABLE OF CONTENTS

1. PREAMBLE
2. INTRODUCTION
3. SCOPE
4. BIDDER QUALIFICATIONS
5. QUESTIONS
6. PROJECT TIMELINE
7. PROPOSAL EVALUATION CRITERIA

1. PREAMBLE

1.1 COPYRIGHT

The contents of this document belong to the copyright owner, Cumbres Toltec Operating, LLC (CTO) and is being issued in confidence only for the purpose for which it is supplied. It must not be reproduced in whole or part or used for tendering purposes except under an agreement or with consent in writing from CTO. No information relating to the contents or subject matter of this document shall be given orally or in writing or communicated in any manner to any third party being an individual, firm or employee without the prior consent in writing of CTO.

1.2 CONFIDENTIALITY

This document constitutes confidential and proprietary information of CTO and shall not be disclosed in whole or in part by the bidder to any third party, or to any employees of the bidder other than those who have a need to access such information. The information contained therein shall not be duplicated or used by the bidder for any other purpose than to supply a response to this RFP. This restriction does not limit the bidder's right to use the information contained therein to obtain information or requirements from another source such as governmental agencies, insurance entities, subcontractors etc. which may be necessary for the submission of a comprehensive proposal to CTO. The bidder however shall exercise a duty of care when exposing such information and ensure that confidentiality is communicated and maintained.

1.3 TERMS & CONDITIONS

For purposes of these clauses, a substantially responsive proposal is one which conforms to all the terms and conditions of the RFP without material deviations.

i. **Terms of Issue:** The issue of this document by CTO does not constitute an offer to trade and CTO is not bound to conduct business based on any responses to the document. Any subsequent commercial arrangements are subject to contract negotiation and award and such contracts must be issued and agreed upon prior to commencement of business. All commitments are therefore subject to written confirmation from CTO by a duly authorized person.

ii. **Content of Proposals:** In response to this document, CTO expects all bidders to provide relevant responses to the specific requirements in a concise and comprehensive manner. Any proposal which does not fully address this RFP may affect the evaluation of the proposal and may be rejected.

iii. **Cost of Proposal:** The bidder shall bear all costs associated with the preparation and submission of the proposal; CTO will in no case be responsible or liable for those costs, regardless of the outcome of the solicitation.

iv. **Period of Validity of Proposals:** Proposals shall remain valid for ninety (90) days following the tender closing date. In exceptional circumstances, CTO may solicit an extension of the period

of validity which shall be made in writing. A bidder in granting the request will not be allowed to modify the proposal.

v. **Modification and Withdrawal of Proposals:** The bidder may withdraw its proposal after its submission, provided that written notice of the withdrawal is received by CTO prior to the deadline prescribed for submission.

vi. **Request for Clarification of Proposals:** To assist in the evaluation and comparison of proposals, CTO may at its discretion, issue a request for clarification in writing which shall also be responded to in writing. No change in price or content of the proposal shall be sought, offered, or permitted.

vii. **Amendment of Solicitation Documents:** At any time prior to the deadline for submission of proposals, CTO may, at its own initiative or in response to a query by a prospective bidder, modify the solicitation documents by amendment. Any amendment will be issued to all persons who received the original RFP. To afford prospective bidders reasonable time in which to take the amendments into account in preparing their proposals, CTO may at its discretion, extend the deadline for the submission of proposals.

viii. **Late Proposals:** Any proposal received by CTO after the deadline date and time for submission will be rejected and not be considered as part of the evaluation process.

ix. **Proposal Rejection:** CTO reserves the right to reject any or all proposals after evaluation. The rejection of proposals will mean that the company has determined that it is in its best interest not to pursue the acquisition of the services.

x. **Notification of Award:** Bidders of successful proposals will receive written notification of award of the contract and unsuccessful bidders shall also receive written notification of the non-acceptance of their proposals.

xi. **Contract Negotiation:** The Contractor must be prepared to immediately begin contract negotiations upon notification of the award. If the Contractor is not able to begin contract negotiations, CTO reserves the right to begin negotiations with other Contractors who submitted bids as a part of the process. CTO also reserves the right to negotiate the contract to include any portion or portions of the scope of work as it deems necessary to meet the current requirements of CTO. Should the Contractor for any reason be unable to finalize or perform the contract, CTO reserves the right to enter into contract with another Contractor for the provision of the goods or service.

xii. **Contract Participation:** The Contractor of the winning proposal will be offered the opportunity to enter into an agreement with CTO, which shall be in substantial conformance with:

- CTO's standard contract terms and conditions
- The scope of work and specifications described in this RFP
- The proposal submitted by the Contractor
- Agreed key performance indicators or service level agreements

xiii. **Proposal currency:** All prices shall be quoted in US Dollars (USD).

xiv. **Adherence to Policy:** Employees of the selected Contractor will be required to adhere to CTO's Security, Procurement, and other policies during the period of their engagement.

2.0 INTRODUCTION

Cumbres Toltec Operating, LLC (CTO) is currently seeking the submission of proposals for OPERATIONS OF A CAFETERIA in the Osier area. The Osier Kitchen is primarily a cafeteria type setting which serves an average of 100 to 500 meals daily during the operating season.

Osier is approximately 52 miles Northeast of Chama, NM and 25 miles Southeast of Antonito, CO, 15 miles of which are a primitive and rough dirt road. The building has a propane supply and electrical power is provided via diesel generator. There is no phone service and Wi-Fi is provided via Hughes net Satellite. Bidder will need to anticipate weather and road conditions as the road will get muddy during inclement weather. There is a section house also on site which will be available as a possible sleeping quarters. This will be negotiable, as this is a historic structure and must be taken care of in such a way.

The purpose of this Request for Proposal (RFP) is for CTO to enter into an agreement with a professional service provider with experience in the field of food catering services, who will submit a proposal in response to this RFP.

This RFP will highlight the services required for the delivery of food catering services. Our intention is to ensure that all FOOD, HEALTH, AND SAFETY and related requirements are adhered to, as per the established standards and as per CTO's requirements to achieve its customer satisfaction.

3.0 SCOPE

The Contractor will provide the necessary materials and labor to execute meal services according to the meal schedule specified by CTO.

Contract services:

1. The Contractor will perform the Services with reasonable care, skill, and diligence in accordance with the highest standard of its profession.
2. The Contractor will provide access to the Contractor's purchasing network and bulk pricing, including kitchen cleaning supplies. The Contractor will purchase food products required for food service operations, as well as supplies to stock the restrooms for customer use. The Contractor will also provide access to its vendor purchasing network for kitchen equipment.

3. The Contractor will be responsible to secure and pay for licenses and fees associated with local regulations and licensing required to prepare and serve meals to the CTO guests. The Contractor is responsible for any licenses, fees, and taxes for food products purchased and consumable supplies. These costs will be included in the proposed price per meal.

4. The Contractor shall submit an invoice to CTO on the first day of every other week for the preceding week for the meals provided through the Contractor's network and the Contractor services provided during the week. The Contractor will pay all invoices for food products listed in the section entitled Objective of the RFP. Equipment purchased through the Contractor's network may be separately invoiced by the contractor or invoiced to CTO by the equipment provider. Final Price Per Meal will include the cost for food, beverages and services provided by the Contractor. The Contractor shall keep full and accurate records of the costs for its services. A copy of the record shall be supplied to the President or designee monthly on the first working day of the subsequent month. All such records shall be available for auditing by CTO at any time.

5. In the event where extra, emergency or call out work is required, the Contractor will address them with the necessary labor, material, and equipment.

6. The Contractor shall provide training on receiving and handling food and managing inventory. The proposal shall outline what the training will entail. At a minimum, the Contractor will provide training on the following:

- a) Food handling, preparation and serving procedures
- b) Inventory and equipment management
- c) Business management software

7. The Contractor will be responsible for all operations and the resolving customer and staff grievances.

8. The Contractor will provide a food catering service to operate an on-site cafeteria at Osier for lunch and dinner purposes during the trains' operating hours as follows:

Menu Specifications:

- A. Beverages: Coffee, Sodas (three different options, to include a diet version), Iced Tea, Hot Tea, and Bottled Water.
- B. Salad Bar: Fresh Vegetables, Dressings (several options), Soups (minimum of two options), and Fresh Fruit. Must be served daily.
- C. Traditional Thanksgiving Dinner: includes mash potatoes, gravy, stuffing, a vegetable, and dinner roll.
- D. Beef counterpart to the Thanksgiving Meal: includes a side, a vegetable, and a dinner roll.
- E. Dessert: choice of 5 different selections and to include one sugar free choice.

All meals must be served hot, except in the event a hot meal cannot be provided or for an event where a sack lunch is requested. If a hot meal cannot be provided, a sack meal or box lunch must be provided. Sack meals shall include: a sandwich, chips, dessert, and fruit, with an emphasis on fresh and homemade items. A drink must also be provided. An option for a vegetarian and gluten free should be provided.

NOTE: No proposal will be considered that doesn't provide a menu that is a close match to these requirements.

The cost per meal prepared shall be indicated on the bid summary sheet. The per meal prices stated in this RFP will be firm for the period beginning on June 1, 2022 and ending on October 31, 2024. Per meal prices for each subsequent 12-month period shall be adjusted on the anniversary of the effective date by an amount to be determined utilizing the local CPI to calculate changes in food costs.

9. The Contractor will agree to provide additional food services as mutually agreed upon at mutually agreed prices. Example: Moonlight trains meals at the Cumbres Pavilion, Osier Station, or sack lunches for charter trains.

10. CTO shall provide the Contractor with a kitchen containing basic supply equipment and utensils. Other equipment and or utensils deemed necessary for the operation shall be furnished by the Contractor.

11. The Contractor is required to regularly maintain the overall appearance/cleanliness of the dining room, as well as maintain and keep the Kitchen and all its equipment in a clean sanitary condition.

12. The Contractor shall provide any additional equipment and/or utensils which it may require, other than that provided in the kitchen.

13. Prepare and handle ingredients, meals, and food under hygienic and sanitary conditions, in accordance with the applicable law, food and food preparation and relation regulations and industry standards.

14. Use trained, qualified, certified, and suitable, properly attired staff with good people skills, all of whom have been screened by CTO.

15. Ensure that there is adequate day to day supervision to ensure that the quality of food and service to be provided is delivered at a high standard.

16. Ensure that meals are provided on time, in a timely manner, with quick service, and with each component of the meal provided in sufficient numbers.

17. Keep an accurate and complete record (for inspection and access to CTO) of all meals taken for which the Company is to pay.

18. To obtain and maintain through the term all up to date licenses, approvals, permits, badges to conduct its business, including but not limited to State of Colorado Health Department inspections and certifications.

19. The Contractor, in recognition of its obligations will always ensure that the highest standard of customer service will be provided to CTO. It is mandatory that the operation be staffed with a Supervisor who shall manage the functions on a daily basis on site.

4.0 BIDDER QUALIFICATIONS

Bidders must meet the following qualification and should provide the information as part of their proposal for consideration by CTO:

1. The Contractor must be organized for the purpose of providing food service programs and the Contractor's Management Team must have a minimum of five (5) years of previous food service experience with proven effectiveness in providing management, purchasing support and provide business management software for use with large scale food service programs.

2. The Contractor must currently be providing this type of service to at least one (1) location in New Mexico or Colorado.

3. The Contractor must have a proven ability for a start-up of operations within 30 days from the date the contract is approved and signed by both parties.

4. The Contractor must have qualified and trained staff with sufficient back-up personnel to successfully meet the contract requirements.

5. The Contractor must have a central office and have the capability to supervise and monitor the program to ensure satisfactory provision of services.

6. The Contractor must provide three (3) current or recent clients for whom similar service to the criteria stated in this proposal has been conducted. The location, contact person, and phone number must be provided for each reference.

Mandatory Requirements

7. The Contractor must be able to provide CTO with business management software reports. The software at a minimum should have the capabilities of provide inventory management, create product orders, and provide accounts payable and receivable information. A business management software that is developed specifically for cafeteria facilities is strongly desired.

8. The Contractor must provide a full time Food Service Director. The Director must have a minimum of one-year of experience providing professional consultation to food operations.
9. The Contractor must be able to purchase general liability, food and property liability, naming CTO and the Cumbres & Toltec Scenic Railroad Commission as additional assured.
10. The Contractor must provide their anticipated resources that will be assigned to the project (*key staff: roles, titles, and experience*).
11. The Contractor must provide the timeframe for implementation of services.
12. The Contractor must have the legal capacity to enter into a contract.

CTO also reserves the right to request any additional information that it may deem necessary to make an informed decision on any proposal.

All questions regarding this RFP are to be emailed to: Mr. Tomas Campos, Business Manager at osierrfp@cumbrestoltec.com

NO INQUIRIES WILL BE ACCEPTED VIA TELEPHONE.

6.0 PROJECT TIMELINE

Action	Date	Time
RFP Release Date	January 18, 2022	5pm
Deadline for Questions	February 11, 2022	5pm
Deadline for Submissions	February 15, 2022	5pm
Evaluation Period	February 16, 2022-March 30, 2022	
Notification to Successful Bidders	April 1, 2022	5pm
Notification to Unsuccessful Bidders	April 2, 2022	5pm
Commencement of Cafeteria Service	**	

**Given the current circumstances at Osier Station Kitchen, consideration will need to be made for a firm start state for commencement of cafeteria service. Alternative food preparation options will need to be addressed until such time Osier Station Kitchen is operable.

7.0 PROPOSAL EVALUATION CRITERIA

The Cumbres Toltec Operating, LLC (CTO) will evaluate all proposals based on the following criteria. To ensure consideration for this Request for Proposal, all proposals should be complete and include all the following criteria:

1. Proposals must provide all requirements included herein and be presented in a clear and organized manner.

2. Respondents will be evaluated on their expertise as it pertains to the scope of work.
3. Ability of Respondent to provide a high level of service.
4. Ability of Respondent to provide high quality of all foods served.
5. Ability of Respondent to fill requirements and needs as outlined in the RFP.
6. References.
7. The Respondent's financial stability, including evidence of \$20,000 cash available as startup funding.
8. The development of an operating plan that best meets the stated objectives and needs of the CTO's Cafeteria.
9. The menu quality to include: nutritional quality, menu acceptability, and stated menu standards.
10. The price per meal proposed.
11. The Respondent's software solution and capabilities
12. Shortlisted bidders may be required to provide samples of their proposed meals during the evaluation period.