

REQUEST FOR PROPOSAL (RFP)

Concession Operations

The **City of Rockwall** is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage concession stand to be located at Tuttle Sports Complex and possibly other Rockwall Parks during special events. This RFP is designed for those interested in creating a contract relationship to operate a privately-owned portable concession stand at the above-mentioned City of Rockwall parks. The selected concessionaire(s) will be required to operate the facility according to the terms and conditions as outlined in the City's Standardized Concession Agreement.

Questions may be addressed to the Parks Department at the address listed below. The proposals will be opened at 3:00 p.m. on Tuesday, May 16, 2023 at the following address:

City of Rockwall – Parks and Recreation Department

108 E. Washington Street

Rockwall, TX 75087

CDentler@rockwall.com

I. RFP TERMS AND CONDITIONS

A. This RFP does not commit the City to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the City, do not meet the minimum requirements, including without limitation the minimum proposal submission requirements, will not be reviewed. This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. Any response, including written documents and verbal communication by any proposer to this RFP, will become the property of the City and if required by law may be subject to public disclosure by the City or any authorized agent of the City. The City is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material(s) submitted in response to this RFP.

B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. The City may request additional or clarifying information or more detailed information from any proposer at any time, including information inadvertently omitted by a proposer. The City may request to inspect properties or contact clients referenced in the proposal. The City also reserves the right to conduct investigations with respect to the qualifications of a proposer.

C. Verbal communication made by any City employee or agent of the City with respect to this RFP is not binding and shall not in any way be considered as a commitment by the City. Only written responses to questions submitted in writing to the City or written addenda to this RFP issued by the City will be considered binding on the City.

D. City employees and officials are prohibited from responding to this RFP or being a party, direct or indirect, to any contract resulting from the RFP and no proposal shall be accepted from, or contract awarded to, any City employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest. No proposer may be a proposer to more than one proposal submitted pursuant to this RFP. Entities that are legally related to each other or to a common entity may not submit separate proposals. Any proposal may be rejected that, in the City's sole judgment, violates these conditions or spirit of these conditions.

E. The City reserves and may exercise the following rights and options with respect to evaluation of proposals and selection for negotiation:

- To reject any and all proposals and re-issue the RFP at any time prior to execution of a final contract if, in the City's sole discretion, it is in the City's best interest to do so;
- To supplement, amend, substitute or otherwise modify this RFP at any time prior to selection of one or more respondents for negotiation and to cancel this RFP with or without issuing another RFP;
- To accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so;
- To reject the proposal that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City or another government entity, is financially or technically incapable or is otherwise not a responsible proposer;
- To reject as informal or non-responsive any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from this RFP or contains erasures, ambiguities, alterations, or items of work not called for by this RFP;
- To waive any informality, defect, non-responsiveness and/or deviation from this RFP that is not, in the City's sole judgment, material to the proposal;
- To permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, alterations and/or corrections of proposals by some or all of the respondents following proposal submissions;
- To request that some or all of the proposers modify proposals based upon the evaluation of the City.

F. The City may enter into negotiations for a contract, on terms and conditions satisfactory to the City with one or more selected proposer(s). However, the City reserves the right to terminate any negotiations at any time or conduct simultaneous, competitive negotiations with multiple proposers. The City reserves the right to negotiate acceptable terms in an otherwise unacceptable proposal. Such negotiations may result in changes in terms material to this RFP; in such an event, the City shall not be obligated to inform other proposers of the changes, or permit them to revise their proposals accordingly, unless the City, in its sole discretion, determines that

doing so and permitting such is in the City's best interest. Should negotiations not prove satisfactory with the selected proposer(s), the City reserves the right to discontinue negotiations. Additional firms may be asked to enter into negotiations, and/or the City may solicit new proposals.

II. BACKGROUND

Tuttle Sports Complex is home to adult softball approximately eight to twelve weeks long in the Spring, Summer and Fall; Rockwall Baseball Softball League (RBSL)- For three approximately 8-12-week seasons (Spring, Summer and Fall); Kiwanis-Angel League for one Spring season and one Fall season; and Tournaments as scheduled by the City of Rockwall.

III. CONCESSION OPERATIONS

Preference will be given to companies having demonstrated experience in projects of similar scope and complexity. A company resume shall be submitted as part of the proposal. Concession operations are a key component to the overall character of the parks. The selected proposer will be required to satisfy the following conditions as a part of the concession operations:

Personnel. The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession in accordance with all Health regulations.

Operating Hours. Hours of operation may vary based upon seasons and weather. Minimum hours may include (2) hour week nights and weekends from 8:00 am to dusk, or until the conclusion of the scheduled activity, whichever occurs first. A schedule will be determined by the Parks and Recreation Director on the 20th of each month for the following month.

Menu Items. The concessionaire is expected to serve quality food and drinks to meet the needs of the visiting public. At Tuttle Sports Complex, the menu should consist of hot dogs, nachos, cold drinks, bottled water, and other snacks. At other parks or at special events, the menu should consist of soft drinks, bottled water, and packaged snacks at a minimum. **Beer and wine sales are not permitted by the City.** The operator will be required to comply with any and all of the City's exclusive license agreements. All menu items and prices must be submitted to the City for approval prior to any product sales.

IV. QUALIFICATIONS AND EVALUATING CRITERIA

A. To ensure a high-quality level of operation for the facility, proposers must demonstrate minimum experience and qualifications. and provide evidence of the following:

- Experience in successfully operating and managing a similar type of business.
- Fiscal solvency and capacity to provide adequate portable concession stand.
- Demonstrated track record of being an equal opportunity employer.
- Must not be currently indebted to the federal government, State of Texas, or the City of Rockwall for non-payment of taxes, fines, judgments, liens, or fees.

B. Proposal amounts proposed by responding concession service operators for the privilege to operate recreation facilities concession will not be the sole determining factor in selecting the concession operators. The criteria for evaluating the Proposals will be based upon a combination of the following:

- The background and experience of operator in providing quality service through similar concession operations. 20%
- Proposal amount - 30%
- Demonstration of qualifications necessary to operate the concession in a business-like manner 20%
- Ability to provide a menu that offers a variety of food items. 20%
- Reference responses 10%

V. PROPOSAL INSTRUCTIONS

Submission Date and Requirements

Two (2) copies of the submittal document must be submitted by May 16, 2023, 3:00 PM to:

Misty Farris
Purchasing Agent
City of Rockwall
385 S. Goliad
Rockwall, TX 75087

The following conditions apply to this submission:

- Proposals must be submitted by 3:00 PM, on May 16, 2023. **Late proposals will not be accepted.**
- Proposals must be signed, in ink, by an individual duly authorized to bind the Proposer and must be sealed and labeled on cover with the RFP title and Proposer's name.
- Proposals must be 1 ½ spaced (or double-spaced) and in a font size of 12 or larger. Proposals typed single-spaced or in a font size smaller than 12 will not be accepted.
- Proposals or proposal components will not be accepted via facsimile (fax) transmission.
- Proposals shall remain binding for 120 days from the date of proposal submission.
- The City reserves the right, at its sole discretion, to reject and return, without evaluation, any proposal received after the proposal submission time and date, whether it is delivered by mail or otherwise.

VI. REQUIRED ELEMENTS OF PROPOSALS

Respondents may submit any information they deem necessary and appropriate for the City to fully and completely evaluate their qualifications. The proposal must, at a minimum, include the following general information:

- Description of the proposer's business structure, key staff and their qualifications.
- Description of the proposer's relative experience in operating a concession or other similar business enterprise, including relative size of business operated type of retail sales, etc.
- A audited financial statement prepared by a certified public accountant from the last full year of operation of a similar business enterprise. If you wish for this financial information to be kept out of the public record, please submit ONE COPY in a separate envelope, with the words 'FINANCIAL INFORMATION' along with your name on the envelope. This information will be held apart from the proposal and will be returned upon completion of the selection process.
- A proposed annual budget for the operation of the concession stand for the first five years, including monthly fee for use of the City park and/or profit sharing with City. Include a brief narrative that generally describes the anticipated expenses, revenues, and net income for each year.
- A sample menu, including proposed prices, together with a list of merchandise that may be available for rent and/or sale.
- At least three references that have first-hand knowledge of the proposer's ability to successfully operate and maintain a high-quality concession. If possible, at least one reference should be a public entity other than the City of Rockwall.

VII. REVIEW OF PROPOSAL RESPONSES

Review Process All proposals received by the deadline will be evaluated by Parks and Recreation. Upon the review of the quality and responsiveness of the proposals received, the Director will make recommendations to the City Manager.

VIII. INSURANCE AND INDEMNIFICATION

Contractor shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. In the event that Contractor subcontracts any portion of the work the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to the following. Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows: (a) Public Liability insurance and Product Liability insurance in the amounts of \$100,000 per person/\$300,000 per incident. (b) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), single limit, per occurrence for bodily injury and property damage.

General Requirements – All of Contractor’s Insurance:

- (a) Shall be issued by an insurance company which is an admitted carrier in the State of Texas and maintains a Secure Best’s Rating of “A” or higher; unless otherwise approved by City;
- (b) General Liability, Automobile Liability and Employer’s Liability shall name the City, and its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter “City and City Personnel”) as additional insured’s and contain no special limitations on the scope of protection afforded to City and City personnel. All insurance provided hereunder shall include the appropriate endorsements;
- (c) Shall be primary insurance and any insurance or self-insurance maintained by City or City Personnel shall be in excess of Contractor’s insurance and shall not contribute with it;
- (d) Shall be “occurrence” rather than “claims made” insurance;
- (e) Shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability;
- (f) Shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City personnel;
- (g) Shall be written by good and solvent insurer(s) admitted to do business in the State of Texas and approved in writing by City; and
- (h) Shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

Evidence of Coverage Contractor shall furnish City with certificates of insurance demonstrating the coverage required prior to any commencement of work to be completed.

1.0 SCOPE OF SERVICE

- 1.1 This Bid is for securing concession rights (Concessionaire) at Leon Tuttle Sports Complex operated by the City of Rockwall Parks and Recreation Department (hereafter referred to as the “City”). The City will grant exclusive rights to the successful Bidder(s) to operate the concession stand for all events held at this location. Minimum acceptable Bid is indicated. Bids submitted for less than these minimum acceptable amounts will not be considered for award.

LOCATION

- A. Leon Tuttle Sports Complex
1600 Airport Rd.

MINIMUM ACCEPTABLE BID

17% of gross revenue

2.0 SPECIAL NOTES

- 2.1 Bids are to be submitted on a percentage of gross revenue receipts payable to the City. The minimum acceptable Bid is stated above. Gross Revenue is defined as: total money received before any operating expenses, taxes, payroll or other expenses are deducted.
- 2.2 Concessionaire is expected to be open and operating 15 minutes before all competition game times and 15 minutes after the final game concludes at Tuttle Sports Complex. Failure to open the concession operation for a scheduled event/s (games) will be considered a default of the contract terms.
- 2.3 Site inspection may be arranged by calling the City at (972) 771-7761.

Note: It is recommended all Bidders do a site inspection.

3.0 CONTRACT PERIOD

- 3.1 The term of the contract shall be from the date of execution to July 31, 2024. Three, one-year options to extend the contract are allowed. Each contract period shall begin August 1 of the current year and terminates on July 31 of the next year. This agreement, including all allowable extensions, shall terminate on July 31, 2027. Each one-year extension requires written approval by both parties.

4.0 LICENSES AND PERMITS

- 4.1 The Concessionaire will be responsible for obtaining and maintaining any and all certificates and permits necessary to run a food business in the City and county of Rockwall. Required permits must be obtained and properly displayed prior to opening to the public.

5.0 LIABILITY INSURANCE

- 5.1 The concessionaire shall provide the City of Rockwall with a copy of their current \$1,000,000 minimum liability insurance policy with the City named as additional insured during the season that covers their concession operations.

6.0 PURPOSE FOR WHICH AREAS ARE INTENDED

- 6.1 The Concession areas that are the subject of this Bid are intended for the operation of authorized concessions only and may not be used by the Concessionaire for any other purposes. The areas may not be utilized for storage of any supplies, materials or equipment that is not used for concessions operation.

7.0 FACILITIES AND UTILITIES

- 7.1 The City will furnish water and electricity for the ordinary and usual operation of the food and beverage concession locations. City of Rockwall provides routine professional insecticide treatment deemed safe for food service.

8.0 MENU AND PRICES

- 8.1 No item shall be sold without prior permission from the City. All prices on items sold shall be presented to the City for approval prior to opening. The City must approve all price changes and prices on new items. Gum, gum products, any form of tobacco products and any alcoholic beverages or products are prohibited from being sold by Concessionaire at the Complex.
- 8.2 A sample list of the items suggested to be offered for sale is as follows: soft drinks, water, sport drinks, coffee, hot chocolate (seasonal), popcorn, chips, hot dogs, candy, Frito pies, nachos, hamburgers, hot dogs, chicken breasts, fajitas and sausages.
- 8.3 The concessionaire can choose their own vendor for soft drinks and other food supplies, however;

9.0 ACCESS

- 9.1 Key Deposit – The concessionaire will be required to pay a \$100 per key deposit to the City of Rockwall. This deposit will be refunded upon return of the key(s). These keys work the gate, concession stand locks at the complex.

10.0 POSTED PRICES

- 10.1 Price lists and menu boards shall be neat in appearance and shall be conspicuously posted in plain view of the public on the premises.

11.0 CLEANING OF PREMISES

- 11.1 The Concessionaire shall furnish all labor, services, materials, supplies and equipment necessary to maintain a clean, orderly and inviting condition of the premises to the satisfaction of the City.

12.0 INSPECTION

- 12.1 The City reserves the right for its representatives to conduct inspections at reasonable times to ensure that fire, safety, and sanitation regulations, and other provisions

contained in the agreement, are being adhered to by the Concession. Concessionaire is required to meet all federal, state and local codes.

13.0 REPAIRS AND MAINTENANCE

- 13.1 The City shall, at its cost and expense, make all ordinary and reasonable repairs required to preserve the building and concession stands owned by the City occupied under this contract.
- 13.2 The Concessionaire shall maintain the facilities on a day to day basis. If the Concessionaire damages the facilities the concessionaire will be responsible for the repairs.

14.0 ACCOUNTING RECORDS

- 14.1 The Concessionaire shall maintain any records necessary to verify the amount of total gross receipts for the contract period, payment of wages, etc. These records shall be available for auditing at the City's request. Such records shall be maintained in accordance with generally accepted accounting principles and may be specifically prescribed by the City.

15.0 SUBLEASE

- 15.1 The Concessionaire shall not have the authority to sublease or assign concessions, or any part thereof, at any time.

16.0 SCHEDULE OF PAYMENTS

- 16.1 The Concessionaire shall pay to the City the minimum amount owed for the prior month period of operations. A lump payment shall be made to the City no later than the 15th day of each month based upon the scheduled events was held during the preceding month. Checks must be made payable to the City of Rockwall. A sales report and copy of the cash register tape must be submitted with each payment.

17.0 CONTRACT TERMINATION

- 17.1 This agreement may be terminated for any reason at any time by either party with no less than 30 days written notice.

18.0 WAIVER

- 18.1 Concessionaire agrees to indemnify and hold harmless the City of Rockwall from and against all loss, liability, claims, and causes of action of every kind and character caused by the negligence, gross negligence, intentional acts or omissions or fault of the Concessionaire or the Concessionaire's agents, invitees, and employees, and the Concessionaire's subcontractors and their agents, invitees and employees, arising in connection with the work or services specifically performed hereunder which results in damage to property or bodily injury or death to any person or persons. However, the City of Rockwall shall not be required to indemnify the Concessionaire from and against all loss liability, claims, and causes of action of every kind and character caused by the negligence, gross negligence, intentional acts or omissions or fault of the City or the City's agents.

19.0 EMPLOYEES

- 19.1 All concession stand workers must be at least 16 years of age and the supervisor must be on site at all times during operating hours who is at least 18 years of age. All such supervisors shall provide a notarized statement that they have not been convicted of a felony or crime involving moral turpitude.

I have read and agree to the conditions and requirements stated within this document.

Concessionaire

Date

City of Rockwall

Date

PUBLIC NOTICE
CITY OF ROCKWALL, TEXAS

Request for Proposal

The City of Rockwall will receive sealed proposals for Concession Services until May 16, 2023 at 3:00 PM. Submittals should be delivered to Misty Farris, Purchasing Agent, City of Rockwall, 385 S. Goliad, Rockwall TX 75087 on or before the above due date and time. Proposals will be publicly opened and the names of the respondents read aloud at the City of Rockwall – Parks and Recreation Department, 108 E. Washington Street, Rockwall, TX 75087. General liability and statutory Worker's Compensation insurances are required. Proposal requirements are on file at City of Rockwall web site www.rockwall.com/finance.asp.

Publish: Rockwall Herald Banner

April 28, 2023

May 5, 2023