

CITY OF ROCKWALL

REQUEST FOR PROPOSALS CONCESSION SERVICES June 2016

I) INTRODUCTION

The City of Rockwall is planning to outsource concession services for all athletic program events at Tuttle Sports Complex. The City hosts and facilitates adult and youth sports seasons for:

- Adult softball for three seasons 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.
- Tournaments as scheduled by the City of Rockwall.

II) EXPERIENCE

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. The resume will be attached as part of the Concession Agreement and shall include, at a minimum, the following items:

- The background and experience of operator in proving quality service through similar concession operations.
- The background and experience of operator in related professional experience.
- Demonstration of qualifications necessary to operate the concession in a business - like manner.
- A menu that offers a variety of food items. Sample menu with prices to be provided with Proposal.
- Three (3) references with name of contact person and telephone number.

III) CRITERIA FOR AWARD OF CONTRACT

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%

The City reserves the right to add other food services at their discretion to any of the above mentioned facilities.

IV) SCOPE OF WORK

Qualifications must include professional services normally required in the operation of concessions at a publicly held facility.

V) OTHER REQUIREMENTS

Each Proposal should include information as needed to qualify. Proposals must address the following items to be given further consideration for the project: experience with similar projects; availability to perform requested services; ability to perform services within the given timeframe; understanding of the project scope; familiarity with the site; proof of insurance as required by the City of Rockwall. Proposer will be accommodating to unscheduled and random inspections by the City Health Inspector to evaluate code compliance.

VI) PROPOSAL CONTENTS

The proposal shall contain the following information:

1. Name of Company, owners, and number of employees.
2. Company history.
3. Proof of Professional Liability insurance in the amount of \$1,000,000.00 minimum and statutory workers compensation.
4. Proposed percentage payment to the City (if different than the required minimum).
5. Menu.
6. References.
7. List of current contracts.

VII) SELECTION CRITERIA

The City will select the firm considered most qualified to provide the desired concession services. In addition, the organization that proposes an agreement that allows for the maximum revenue potential for the City will be given the highest ranking(s).

If the City is unable to negotiate a satisfactory proposal, it may commence negotiations with another selected firm. The City reserves the right to reject any and all proposals. Work Authorizations will be approved under the Concession Agreement.

Two (2) copies of the submittal document should be submitted by July 25, 2016, 3:00 PM to:

Lea Ann Ewing
Purchasing Agent
City of Rockwall
385 S. Goliad
Rockwall, TX 75087

For contract questions, contact:

David Wilson
Athletics Supervisor
City of Rockwall
972-771-7761

**CITY OF ROCKWALL
INSTRUCTION TO PROPOSALDERS
CONCESSION SERVICES AGREEMENT**

1.0 SCOPE OF SERVICE

- 1.1 This Proposal is for securing concession rights (Concessionaire) at 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 Respondent to operate the concession stand for all events held at this location. Minimum acceptable Proposal is indicated. Proposals submitted for less than these minimum acceptable amounts will not be considered for award.

LOCATION

Tuttle Sports Complex
1600 Airport Rd.

MINIMUM ACCEPTABLE PROPOSAL

17% of gross revenue

2.0 SPECIAL NOTES

- 2.1 Proposals are to be submitted on a percentage of gross revenue receipts payable to the City. The minimum acceptable Proposal 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. This includes tournaments, practices, game nights, and special events.
- 2.3 Site inspection may be arranged by calling the City at (972) 771-7761.
Note: It is recommended all Proposers 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, 2017. 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 in July 31, 2020. 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 and statutory workers compensation coverage during the season that covers their concession operations.

6.0 PURPOSE FOR WHICH AREAS ARE INTENDED

- 6.1 The Concession area that is the subject of this Proposal is 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 location. City provides routine professional insecticide treatment deemed safe for food service. Concessionaire is solely responsible for security and well-being of equipment and supplies used by the concession operation.

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 food supplies, however;
- 8.3.1 Concessionaire will sell drinks in accordance with the Parks & Recreation's agreement with Coca-Cola. All drinks sold must be a Coca-Cola product.

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 insure 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.
- 19.2 May be asked to provide criminal history reports

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

Concessionaire

Date

**PUBLIC NOTICE
CITY OF ROCKWALL, TEXAS**

Request for Proposal

The City of Rockwall will receive sealed proposals for Concession Services until July 25, 2016 at 3:00 PM. Submittals should be delivered to Lea Ann Ewing, 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 in the Council Chambers, Rockwall City Hall, 385 S. Goliad, 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

July 8, 2016
July 15, 2016