



## NOTICE TO BIDDERS

Sealed bids will be received by the City of Stephenville, at City Hall, 298 W Washington Street, Stephenville, TX 76401 until 2:00 pm, Wednesday, January 26, 2022, at which time bids duly delivered and submitted, will be considered for:

### **PARKS AND REC CONCESSIONS**

Bids should be addressed to Tricia Wortley, Purchasing Manager, 298 W. Washington, Stephenville, TX 76401.

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the City, the bidder shall be responsible for actual delivery of the bid to the City Secretary before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of the City of Stephenville beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Until the final award by the City of Stephenville, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interest of the City will be realized hereby. Bid award is not solely based on price alone.

**All bids must be submitted on original bid forms.** Any changes to the form or failure to label packaging on the bid, may disqualify it. All packaging on bids (including courier envelope) will be submitted sealed and plainly marked with:

**NAME AND ADDRESS OF BIDDER  
PARKS AND REC CONCESSIONS  
RFP NUMBER 3040**

It is not the intent of the City of Stephenville to offer proprietary specifications, or to eliminate any vendor from bidding by the use of brand names. If brand names are used it is for example only and understood the "or equal" will be accepted.

Bids shall be held firm for a period of 60 days unless otherwise stated in the bid specifications, instructions to bidders, or on the bid sheet.

**PLEASE NOTE THAT MOST COURIER SERVICES DO NOT OFFER BEFORE  
10:30 AM SERVICE TO STEPHENVILLE**

**RFP 3040**

## STANDARD INSTRUCTIONS TO BIDDERS

Bids that contain any omission, erasures, or alterations, or additions of items not called for in the bid documents, or irregularities of any kind, may or may not be considered.

Deviations from specifications and alternate bids must be clearly shown on the bid form with complete information attached to form. They may or may not be considered.

Upon bidders submitting bids they shall not withdraw or cancel such bids and all sums deposited with such bids will be held by the City of Stephenville until all bids submitted shall have been canvassed and award of contract made, signed and if a performance bonds is required furnished and approved. All sums deposited with bids will then be returned to the respective bidders.

The City of Stephenville, Texas is exempt from State of Texas Sales Tax and a Tax Exemption Certificate shall be furnished by the City of Stephenville, Texas to the successful bidder upon request.

No employee of the City of Stephenville shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, material, supplies or services.

Discounts: Show rate, total amount, and latest day any discount will be allowed after receipt of article and correct invoice.

This contract is subject to cancellation upon thirty day written notice by the City of Stephenville without cause.

Liquidated Damages: In the event delivery is not made within the stated time period, (without acceptable reasons for delay and written consent from the City) the City reserves the right to place the order with the next available vendor and the awardee shall be liable for any increase in price as liquidated damages, it being agreed that said

sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes; conscription's of property, governmental regulations, acts of God, or any other causes beyond his control; provided an extension of time is obtained from the Division of Purchasing.

Exceptions: Any catalog or manufacturer's reference in this proposal is descriptive, but not restrictive, and is used only to indicate type and grade. Bids on other items of similar and equal quality will be considered, provided the bidder states on the face of this proposal exactly what he intends to furnish, including any variation to the specifications and literature, otherwise he shall be required to furnish the items as specified on the proposal. Any other exceptions to any portions of these terms and conditions or deviations from written specifications shall be shown in writing on the bid document form or attached to bid form.

Quantities: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate and any additional quantities will be paid for at the quoted price. It is further understood that the supplier shall not have any claim against the City of Stephenville for quantities less than the estimated amount.

Prices: The bidder should show in the bid document both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

Delivery Date: Bidders shall state delivery date on all order.

F.O.B Point: All prices of item(s) shall be quoted FOB City of Stephenville destination.

## STANDARD INSTRUCTIONS TO BIDDERS

It is desirable that bids are accompanied by two sets of specifications to support items bid. The City of Stephenville reserves the right to determine specification requirements on all items bid.

**Eligible Bidder:** Bidders are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.

**Nonresident-Reciprocal Bid Act:** You are advised the City of Stephenville, Texas is bound by House Bill 620. The law provides that in order to be awarded a contract as low bidder, non-resident bidders (out-of-state contractors whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. After making that determination you are instructed to advise the Purchasing Department in writing of that fact with a copy of the applicable state statute.

Based on local government code 252.043, the contract will be awarded to the lowest responsible bidder **OR** to the bidder who provides goods or services at the best value for the municipality. Therefore price is not the only consideration in the bid award.

By signing this bid, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any (the "Vendor Companies"), boycotts Israel, and Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli controlled territory.

Please be advised that Stephenville does not receive courier services before 10:30 a.m.



## **REQUEST FOR PROPOSAL**

### **RFP**

### **Concessionaire Services**

### **City of Stephenville Parks & Recreation and Splashville Aquatics**

### **Request for Proposal**

The City of Stephenville is soliciting competitive proposals until 2:00 pm, Wednesday, January 26, 2022 to provide for a contract for concessionaire services at the City of Stephenville City Park and Splashville. The successful applicant will be awarded concession rights for food and beverage vending during all athletic events and Splashville season. The contract is a twelve-month (12) contract with the contract date TBD, (To Be Determined) after award of the contract. The City reserves the right to reject any or all proposals and to accept the proposal that is in the best interest of the City.

#### **General Provisions**

As per the submitted proposal, the vendor agrees to pay the City a monthly fee throughout the contract period but limited to the months of scheduled athletic activities. The vendor will have exclusive rights to the sale of concessions during all City of Stephenville and athletic tournaments. Rights for concession services for other activities or special events may occur throughout the contract period that will be left up to the discretion of the Director of Parks & Recreation. Only one contract for concessionaire services will be awarded, and it shall be for the City Park and Splashville.

#### **Extension:**

This contract may be extended for an additional 24-month period on a 12-month basis provided the cost, performance, and terms and conditions remains the same.

#### **Cancellation:**

This contract is subject to cancellation by either party with 30 days advance written notice to the other party to comply with the provision of this contract.

**The City agrees to:**

1. Provide utilities, and trash disposal service.
2. Provide two permanent concession stands inside City Park located and NYC, St. Gobain and Optimist fields. Each location contains a sink, electrical outlets and refrigerator. Splashville is a standalone facility inside Splashville with electrical, sink, refrigerator and other amenities to serve concessions.

**The vendor agrees to:**

1. Provide all food and beverage items to be sold.
2. Tournament events will be allowed to bring in their own concession by means of a trailer/food truck to store, prepare and sell their products to be sold.
3. Provide and pay for the installation of any additional utilities desired as approved by the City of Stephenville. Any such improvements shall become the property of the City of Stephenville.
4. Provide all food processing equipment except for those items provided by the City.
5. Provide all necessary supplies, such as napkins, cups, utensils, food containers, and cleaning supplies. Ensure equipment and facility is cleaned each day after use.
6. Perform all food preparation and sales functions with adequate, capable, and competent staffing.
7. Maintain hours of operation in accordance with the schedule provided by the City to include league play for regular season and make up games. Full operations for aquatics season.
8. Comply with all health inspection requirements and obtain all necessary permits, training, education, food handlers' licenses, etc. as required. (The City will waive permit fees).
9. Operate and maintain the concession facilities and all City equipment in a clean and sanitary manner to the satisfaction of City staff.
10. Be responsible for the collection and payment of all sales taxes.
11. Provide documentation and proof of insurance (as per Attachment A).
12. The City, acting through and by the Director of Community Services, or his agents, reserves the right at any and all times to enter the premises for the purpose of inspecting and maintaining the same and doing any and all things with reference there to which the City is obligated to do.

13. In connection with the concession agreement, the Concessionaire may not discriminate against any person because of sex, race, religion, color or national origin both with reference to employment practices and public accommodation.
14. Nothing in this contract shall be construed as creating a partnership between the parties or constituting Concessionaire as an agent of the City, or authorizing Concessionaire to create any financial obligation for the City. Concessionaire agrees that it will meet all its obligations when due.

### **Criteria for Evaluation of Proposals**

Proposals will be evaluated by City staff and awarded a maximum total of 100 points according to the following schedule:

1. The quality and variety of submitted food and beverage items to be sold at the locations **(30 points)**.
2. The submitted retail price (including sales tax) of food and beverage items to be sold **(25 points)**.
3. The flat fee to be paid to the City of Stephenville **(20 points)**.
4. The vendor's verifiable past experience in the concession business and verifiable references **(15 points)**.
5. Accuracy, thoroughness, and completeness of vendor's RFP submittal **(10 points)**

### **Deadline for Submittal of Proposals**

**The deadline for receipt of sealed proposals is 2:00 p.m., Wednesday, January 26, 2022. Sealed proposals may be mailed to or delivered to the following address:**

City of Stephenville  
298 W. Washington  
Stephenville, TX 76401  
ATTN: Purchasing Department

**A postmark date does not guarantee acceptance of the submittal. Proposals must actually be delivered to the above address by the deadline in order to be considered. Any proposal received after the deadline will be rejected.**

Contact Kelli Votycka, Director Parks and Leisure Services, at 254-918-1216 if you have any technical questions about the RFP.

Contact Tricia Wortley, Purchasing Manager, at 254-918-1227 if you have any questions about the proposal documents.

**ATTACHMENT A**  
**CONCESSION SERVICES – VARIOUS LOCATIONS**  
**INSURANCE REQUIREMENTS**

**Requirements**

Contractors performing work on City property or public right-of-way for the City of Stephenville shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Stephenville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT	PROVISIONS
<b>1. Commercial General (Public) Liability to include coverage for:</b> Premises/Operations Products/Completed Operations Independent Contractors Personal Injury Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate.  Or  \$1,000,000 combined single limits	City to be listed as additional insured and provided 60-day notice of cancellation or material change in coverage.  City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
<b>1. Business Auto Liability</b>	As required by State of Texas	
<b>Workmen's Compensation &amp; Employers' Liability</b>	Statutory Limits \$100,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Stephenville Director of Parks & Leisure Services at 254-918-1216.