

**Players Concessions Inc**  
**3514 Cavu Rd**  
**Georgetown TX, 78628**

Players Concessions is Corporation, Incorporated in Travis County, Texas.

Authorized Contact: Eddie Hempe  
3514 Cavu Rd  
Georgetown TX, 78628  
(512) 786-3536

Federal Tax ID: 1-742684643-6

Players Concessions agrees to provide all services required by Williamson County stated in this proposal. This proposal is valid for 90 days following its submission.

  
\_\_\_\_\_  
Signature (Eddie Hempe)

08/29/16  
Date

## **14. Proposal Response to Criteria**

### **Financial Proposal**

Players Concessions will offer a 20% commission on all Net Sales (Gross Sales less Sales Tax) over \$40,000 to the county during the first two years of the contract (in order to recoup the initial capital investment) and a 20% commission on all Net Sales (Gross sales less sales tax) for the subsequent duration of the contract; this commission is to include rent, and all utilities for the building, as well as maintenance to the structure of the building (including the hood and grease trap).

### **No Agency Relationship**

Players Concessions understands and agrees that it is not, in any sense, considered a partner or in joint venture with Williamson County, nor shall Players Concessions hold itself out as an agent or official representative of Williamson County unless specifically authorized to do so by the Williamson County Commissioners Court. Players Concessions is considered an independent contractor for the purpose of this contract and shall not incur any expense or liability on behalf of Williamson County other than what may be expressly allowed under this contract.

### **Scope of Work**

It is the intent of this contract to provide optimum food and beverage concessions to the public. This includes maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet contractual requirements. Players Concessions shall provide concessions services as described herein and shall provide all labor, material and equipment. Players Concessions will provide clean, attractive and safe areas for the location described herein.

Players Concessions shall furnish and maintain all equipment necessary for the proper concession service of each location. Players Concessions shall provide an equipment inventory list to be submitted with the proposal, identifying all equipment by age and condition to be used in performance of this contract. The county reserves the right to make inspection of equipment to be used in performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at Players Concessions' expense. Players Concessions shall comply with all county, state, and federal regulations applicable to providing food and beverage concessions.

Players Concessions shall obtain a Wine and Beer Retailers Permit (BG Permit) with the Texas Alcoholic Beverage Commission for the designated "arena" area. The vendor shall follow all regulations set forth by the Texas Alcoholic Beverage Commission. Players Concessions is also responsible for purchasing and posting the correct signage required by the Texas Alcoholic Beverage Commission. Players Concessions shall obtain adequate liquor liability insurance coverage confirmed and submitted as required below.

Security is required for all events where alcohol is being served and sold. If the Licensee has an event that does not require security, Players Concessions has the option of hiring needed security to sell alcohol. If Players Concessions chooses not to hire security then Players Concessions will not be allowed to serve alcohol at that particular event. All alcohol will be shut off at a maximum of 30 minutes prior to the scheduled end of the event but may be shut off sooner if deemed necessary.

The County reserves the right to provide additional concessions for up to three events per year. The additional food and drink (non-alcoholic) concessions may be sold by the County, vendors or its assignees. The County will receive the fees or sales percentage from these concessions. Examples of the events for additional concessions include but are not limited to Williamson County Fair and Rodeo, Bay-B-Que Cook-off, Taylor Rodeo, etc. The additional concessions will not use Players Concessions'

concession facility. Players Concessions will have the right to continue sales out of the concession facility for these special events.

### **Terms of Contractual Agreement**

The Term of Contractual Agreement is the Date of Award through September 30, 2019 with the opportunity to renew for two consecutive 1 year periods

### **Staffing**

Eddie Hempe (owner) and Tyler Chapman (operations manager) will be on site for all events. Further staffing will be provided for larger events or catering events, as necessary.

### **Items and Pricing**

Items for sale will include but will not be limited to the following:

Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc. Beverage service includes beer and wine (no liquor). No glass containers. Ancillary items may be specific to the operation such as caps, t-shirts, mugs, etc. All concession prices should be presented to General Manager for approval annually and at time of contract renewal.

Catering is not considered part of the concession contract. Catered events at Williamson County Expo Center will be handled under a separate contract with vendors from an Approved Catering List. Catered events with alcohol sales and services will be handled under a separate contract. Outdoor vending machines must be approved separately depending on the suitability (type of products/ price of products/ cost to operate machines) and profit margin to the County after considering cost of electricity etc.

Williamson County reserves the right to specify specific brands to be incorporated in the concessions in accordance with sponsorship opportunities.

### **Hours of Operation**

It is the intent of this concessions contract to serve the public in the best possible manner, which is with maximum operating hours under conditions. This will be primarily weekends, special events, minor events and general expo conditions. Some activities may require concessions to be open only during specific times. All other events will have specific operating hours for operational consistency, such as opening at least one hour before the event is scheduled to begin and remaining open until the conclusion of the event.

Players Concessions will be required to provide adequate staffing for the concessions to serve the public in a prompt and courteous manner. The staffing level will fluctuate depending on the type of event and number of attendees.

### **No Assignment**

Players Concessions may not assign this contract to another individual, company, or organization. The vendor may not assign to any subcontractors. It is highly preferred for the vendor to have a local presence/ local representation to ease communication and management of this contract.

### **Employees**

Players Concessions covenants and agrees that it will pay its own salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Worker's Compensation Insurance and any

similar taxes or expenses related to its own employees, including, but not limited to, licensing fees, insurance premiums and outfitting expenses. Players Concessions will be responsible for complying with all Federal, State, and Local laws, ordinances and regulations regarding its own employees.

### **Accounting**

The County will require Generally Accepted Accounting Procedures and monthly reports as stipulated by the auditing department. These reports will be dictated by the County Auditing Department and may change depending on their needs. The reporting time for these reports will be the first day of each month through the last day of each month. Money owed to the County as represented in each report will be due to the County by the 15<sup>th</sup> of each month. Late payments may result in the termination of this contract.

All reports shall include:

- Name, address, and telephone number of Players Concessions
- County contract and proposal number
- Identification of items purchased at concession stand
- Quantity or quantities, total prices, and total amount
- Checks are payable to: Williamson County and are due no later than the 15<sup>th</sup> of each month.
- Check will be mailed to:

Williamson County Exposition Center  
210 Carlos G Parker Boulevard NW  
Taylor, TX 76574

### **Maintenance**

County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc by Players Concessions will be documented and charged back to Players Concessions.

- a) County will pay for normal electric, gas and water utilities as well as hood and grease trap service.
- b) Players Concessions is responsible for maintenance of any and all equipment directly related to the operation.
- c) Housekeeping – Players Concessions will clean the serving and window area, along with any picnic and surrounding areas directly related to their operations.

### **General**

- a) Players Concessions will remain in compliance with all current and future health department regulations. Players Concessions must also provide a copy of all state, county and local health department certificates or permits that are required to sell food or drink to the public to the Williamson County Expo Center office at the time of award of contract.
- b) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during operating hours.

# **Players Concessions Menu and Pricing** **Williamson County Expo Center**

## **Food**

Hamburger*	\$5.00
Cheeseburger*	\$5.50
Turkey Sandwich*	\$5.00
Hot Dog	\$3.00
Sausage Wrap	\$4.00
Corn Dog	\$3.00

\*add Jalapenos or Bacon \$0.75

## **Drinks**

Bud Lite / Miller Lite	\$4.00
Shiner	\$4.50
Fountain Reg	\$3.00
Fountain Lg	\$4.00

## **Breakfast**

Breakfast Taco	\$3.00
Pastries and Muffins	\$2.50
Orange Juice	\$2.50
Coffee	\$1.50
Hot Chocolate	\$1.50

## **Sides**

French Fries	\$3.00
Onion Rings	\$3.50
Potato Chips	\$2.00
Nachos	\$4.00

## **Novelties**

Sno-Cone	\$3.50
Cotton Candy	\$3.00
Peanuts	\$2.00
Popcorn	\$3.00
Candy	\$2.00
Ice Cream	\$2.50

# **Williamson County Expo Center Concession**

<b>Item</b>	<b>Cost</b>	<b>Age</b>	<b>Condition</b>
Coffee Machine	\$300.00	new	new
Microwave	\$300.00	new	new
(6) 5 ft Tables	\$2,400.00	new	new
(2) Ice Machine	\$8,000.00	3 yrs	good
(2) White Reach in Freezer	\$1,000.00	3 yrs	good
(2) 2 Door Cooler	\$2,000.00	new	new
Reach in Beer Cooler	\$2,500.00	3 yrs	good
inventory	\$2,000.00	new	new
permits and lisencing	\$2,500.00	new	new
hot dog machine	\$800.00	2 yrs	good
hot food display	\$800.00	2 yrs	good
sandwich display	\$800.00	new	new
popcorn machine	\$500.00	new	new
cotton candy machine	\$800.00	new	new
Sno-cone machine	\$1,500.00	new	new
Grill (3ft, propane)	\$1,500.00	new	new
(2) fryer (propane)	\$2,500.00	new	new
(2) Equipment Stand	\$800.00	new	new
(2) Shelving Rack	\$200.00	new	new
Catering Small Wares	\$1,500.00	new	new
Warmer Box	\$1,500.00	new	new
Sandwich Prep Table	\$1,200.00	3 yrs	good

**TOTAL: \$35,400.00**

# TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

*Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.*

*You must obtain a new permit if there is a change of ownership, location, or business location name.*

PLAYER'S CONCESSION, INC.

PLAYER'S CONCESSION INC/MORRIS WILLIAMS

4305 MANOR RD

AUSTIN

TRAVIS COUNTY

TX 78723-5901

NAICS CODE: 722110

DESCRIPTION ON NEXT LINE:

Full-Service Restaurants

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: AUSTIN

EFF: 06/01/2002

TRANSIT: AUSTIN MTA

EFF: 06/01/2002

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-2684643-6
Location number	00003
First business date of location	06/01/2002

*Susan Combs*  
Susan Combs  
Comptroller of Public Accounts

*You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business.*

*For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.*

*If you have any questions regarding sales tax, visit our website at [www.window.state.tx.us](http://www.window.state.tx.us) or call us at 1-800-252-5555 or 512-463-4600.*

**Detach here and prominently display your permit only. Retain the portion below for your records.**

01-300-P4

## Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts  
111 E. 17th Street  
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

## Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit PLAYER'S CONCESSION, INC.		If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.	
Taxpayer number shown on the permit 17426846436	Location number shown on the permit 00003		
Correct business location name .			
Correct business location (no P.O. Box or directions accepted) .			
City .	State .	ZIP code .	County .
Correct taxpayer name .		Daytime phone (Area code and number) .	
Correct mailing address .			
City .	State .	ZIP code .	Federal Employer Identification Number .
If you are <b>no longer in business</b> , enter the date of your last business transaction. _____			
sign here Taxpayer or authorized agent		Date	



000000699

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**CITY OF AUSTIN**

**PERMIT TO OPERATE A FOOD ENTERPRISE**

**PERMIT No:** 2006 007161 FP

**Row ID:** 2802061

**ISSUED TO:**

Carlos Oliveira

**FOR THE ESTABLISHMENT:**

Players Concession/Morris Wm

**LOCATED AT:**

3851 MANOR RD

AUSTIN, TX 78723

**ISSUE DATE:**

**Jun 16, 2016**

**EXPIRATION DATE:**

**Jun 06, 2017**

*Philip Huang*

**Philip Huang, M.D. M.P.H.**

Health Authority



Austin/Travis County Health and  
Human Services Department  
Environmental Health Service Division

*Mailing Address:*

PO Box 1088 Austin, TX 78767

*Physical Address:*

1520 Rutherford Ln Austin, TX 78754

*Phone:*

(512) 978-0300

*Email:*

EHSD.Service@AustinTexas.gov

**CONSUMER:**

If you have a health related  
complaint or concern about this  
establishment, you may contact  
the Austin/Travis County Health  
and Human Services  
Department

using the information above.

Per Section 10-3-62 of the City of Austin Code of Ordinances, this permit must be posted in a "prominent public location." Permits are non-transferable.

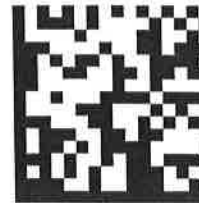


# TEXAS ALCOHOLIC BEVERAGE COMMISSION

THIS LICENSE IS NOT TRANSFERABLE. MUST BE PUBLICLY DISPLAYED AT ALL TIMES AND USED ONLY IN THE PLACE OF BUSINESS INDICATED HEREON. THE ACCEPTANCE HEREOF CONSTITUTES AN EXPRESS AGREEMENT TO PERMIT ANY AUTHORIZED REPRESENTATIVE OF THE COMMISSION OR ANY PEACE OFFICER TO FREELY ENTER UPON LICENSEE'S PREMISES TO PERFORM ANY DUTY IMPOSED UPON HIM.

OWNER'S ON PREMISE PERMIT

BG518906 RENEW 17% WINE



ISSUED - 08/26/2014 EXPIRES - 08/25/2016

SIGN = BLUE DIAGRAM

CONCESSION INC.

MAIL

PLAYER'S CONCESSION INC.  
PLAYER'S CONCESSION INC.  
300 W MLK JR. BLVD  
AUSTIN TX 78703

CONCESSION INC.

*Sherry K. Cook*  
EXECUTIVE DIRECTOR

## Austin/Travis County Health and Human Services Department FOOD MANAGER CERTIFICATE



Awarded to

**Michael Tyler Chapman**

for having met all of the requirements prescribed by Section 10-3-31 of the City of Austin, Code of Ordinances including successful completion of a food management examination that has been approved by the Texas Department of State Health Services.

02-11-2015

Date

*[Signature]*

Health Authority

2015 016118 FM

Certificate Number

02-11-2017

Expiration Date

Instructor