



WILLIAMSON COUNTY
PURCHASING DEPARTMENT
301 SE INNER LOOP - SUITE 106
GEORGETOWN, TEXAS 78626

<http://www.williamson-county.org/Purchasing>

REQUEST FOR PROPOSAL

FOOD AND DRINK CONCESSIONS FOR WILLIAMSON COUNTY REGIONAL PARK

PROPOSAL NUMBER: 11WCP1010

PROPOSALS MUST BE RECEIVED ON OR BEFORE: AUGUST 31, 2011 – 11:00 AM

PROPOSALS WILL BE PUBLICLY ACKNOWLEDGED: AUGUST 31, 2011 – 11:00 AM

PROPOSAL SUBMISSION

DEADLINE: Proposals must be received in the Williamson County Purchasing Department on or before 11:00 am on Wednesday, August 31, 2011. Proposals will be publicly acknowledged at 11:00 am or soon thereafter in the Williamson County Purchasing Dept., 301 SE Inner Loop, Suite 106, Georgetown, Texas.

METHODS: Sealed proposals may be hand-delivered or mailed to the *Williamson County Purchasing Department, Attn: Jonathan Harris, Suite 106, Williamson County Inner Loop Annex, 301 SE Inner Loop, Georgetown, Texas 78626.*

LOCATION DIRECTIONS: Please see page 11 of this document for a map and directions to the Williamson County Inner Loop Annex.

FAX/EMAIL: Facsimile and electronic mail transmittals will not be accepted.

PROPOSAL REQUIREMENTS

SUBMITTAL: All proposals must be submitted in duplicate (1 original complete proposal set and 1 copy of the proposal set). The proposal sets should be marked "original" or "copy". A "proposal set" consists of the COMPLETED AND SIGNED Proposal Form and any other required documentation. **All copies must have the same attachments as the original.**

SEALED: All proposals must be returned in a sealed envelope with the proposal name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the proposal name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: Williamson County requests proposer supply with this proposal, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

LEGIBILITY: Proposals must be legible and of a quality that can be reproduced.

FORMS: All proposals must be submitted on the forms provided in this proposal document. Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline.

LATE PROPOSAL: Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Williamson County is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: It is expected that a prospective proposer will be able to affirmatively demonstrate proposer's responsibility. A prospective proposer should be able to meet the following requirements:

- have adequate financial resources, or the ability to obtain such resources as required;
- be able to comply with the required or proposed delivery schedule;
- have a satisfactory record of performance;
- be otherwise qualified and eligible to receive an award.

Williamson County may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

AWARD

THIRTY DAYS: Awards should be made approximately thirty (30) days after the proposal opening date. Results maybe obtained by contacting the Purchasing Contact.

REJECTION OR ACCEPTANCE: No more than one proposal will be awarded for any item, single department or area. Proposals may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best proposal.

It is understood that the Commissioners Court of Williamson County, Texas, reserves the right to accept or reject any and/or all proposals for any or all materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Williamson County.

CONTRACT: This Proposal, when properly accepted by Williamson County, shall constitute a contract equally binding between the successful proposer and Williamson County.

The successful proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

CONTRACT ADMINISTRATION: Under this contract, Randy Bell, Acting Director of Parks and Recreation, Williamson County, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator will serve as liaison between Williamson County Commissioners Court and the successful proposer.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through September 30, 2012. Possible extensions include:

October 1, 2012 through September 30, 2013
October 1, 2013 through September 30, 2014

CONTRACT EXTENSIONS: At the end of the initial contract period, the Commissioners Court reserves the right to extend this contract, by mutual agreement of both parties, as it deems to be in the best interest of the county. This extension will be in twelve (12) month increments for up to an additional twenty-four (24) months, with the terms and conditions remaining the same. The extension of this contract is contingent on the appropriation of necessary funds by Commissioners Court for the fiscal year in question. Upon the failure of Commissioners Court to so appropriate in any year, the Vendor may elect to terminate this agreement, with no additional liability to the County. The County and the

Vendor agree that termination shall be the Vendor's sole remedy under this circumstance.

PROPOSAL CONTACTS

Any questions, clarifications or requests for general information should be directed to the contacts listed below. Question submittals must be made via email or phone, and are **due by 5 PM CST on August 29, 2011**. Every effort will be made to answer questions within 24 hours of receiving them.

PURCHASING CONTACT:

Jonathan Harris
301 SE Inner Loop – Suite 106
Georgetown, TX 78626
(512) 943-1692
joharris@wilco.org

TECHNICAL CONTACT:

Randy Bell
Acting Director, Parks and Recreation
(512) 260-6517
randybell@wilco.org

MISCELLANEOUS

FOB DESTINATION: All of the items listed are to be Free On Board to final destination (FOB Destination) with all transportation charges if applicable to be included in the price, unless otherwise specified in the Request for Proposal. The title and risk of loss of the goods shall not pass to the County until receipt and acceptance takes place at the FOB point.

FIRM PRICING: All of the items listed are to be on a "per unit" basis, stating a firm price per unit or unit quantity of each item. This price must be good from the date of proposal opening for a fixed period of time. Unless the Proposal expressly states otherwise, this period shall be until the end of the fiscal year on September 30, 2012. Proposals which do not state a fixed price, or which are subject to change without notice, will not be considered. The Court may award a contract for the period implied or expressly stated in the lowest and best proposal, but for no longer than the current fiscal year.

ESTIMATED QUANTITIES: The estimated quantity of each item listed in the notice is only an estimate -- the actual quantity to be purchased may be more or less. The County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the proposal.

FUNDING: Funds for payment have been provided through the Williamson County budget approved by Commissioners Court for the October 1, 2010 thru September 30, 2011 fiscal year.

SALES TAX: Williamson County is by statute, exempt from the State Sales Tax and Federal Excise Tax.

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Proposal Packages and/or Proposal Instructions/Requirements.

DELIVERY: The delivery time and location for the commodity and/or service covered by this proposal shall be as stated in the various proposal packages.

PURCHASE ORDER: If required by the Williamson County Purchasing Department a purchase order(s) may be generated to the successful proposer for products and/or services. If a purchase order is issued the purchase order number must appear on all itemized invoices and/or requests for payment.

PAYMENT: Payment shall be made by check from the County upon satisfactory completion and acceptance of items and submission of the Invoice to the ordering department for work specified by this Contract Document. All payments owed will be paid no later than thirty (30) days after the goods or services are received OR the date that the invoice is received by the Auditor's Office whichever is later. As a minimum, invoices shall include:

- (1) Name, address, and telephone number of Vendor and similar information in the event the payment is to be made to a different address
- (2) County contract, Purchase Order, and/or delivery order number
- (3) Identification of items or service as outlined in the contract
- (4) Quantity or quantities, applicable unit prices, total prices, and total amount
- (5) Any additional payment information which may be called for by the contract

Payment inquiries should be directed to the Auditor's Office, Accounts Payable Department: Donna Baker, 943-1558.

CONFLICT OF INTEREST: No public official shall have interest in a contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

As of January 1, 2006 Vendor's are responsible for complying with Local Government Code Title 5, Subtitle C, Chapter 176. Additional information may be obtained from the County website at the following link: <http://www.wilco.org/CountyDepartments/Purchasing/ConflictofInterestDisclosure/tabid/689/language/en-US/Default.aspx>

The Williamson County Conflict of Interest Statement is located on Page 9 of this RFP. This form must be completed, signed, and submitted with your Proposal.

ETHICS: The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Williamson County.

DOCUMENTATION: Proposer shall provide with this proposal response, all documentation required by this proposal. Failure to provide this information may result in rejection of the proposal.

TERMINATION FOR CAUSE: In the event of breach or default of this contract or any other additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, Williamson County reserves the right to enforce the performance of this contract or any additional agreement by any manner prescribed by law or deemed to be in the best interest of Williamson County. At Williamson County's sole discretion, the Proposer may be given a reasonable opportunity to cure its breach or default prior to Williamson County's termination under this provision. Williamson County's option to offer time to cure a default or breach shall, however, in no way be construed as negating the basis for termination for non-performance.

TERMINATION FOR CONVENIENCE: Williamson County may terminate this contract and/or any additional agreement containing terms necessary to ensure compliance with the Proposer's proposal, for convenience and without cause or further liability, upon thirty (30) days written notice to Proposer. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Proposer for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful proposer shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this proposal including the TEXAS HAZARD COMMUNICATION ACT and THE WILLIAMSON COUNTY HAZARD COMMUNICATION PROGRAM POLICY.

PROPRIETARY INFORMATION: All material submitted to the County becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The County will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the Texas Labor Code and the Texas Worker's Compensation Commission requirements.

GENERAL CONDITIONS

FOOD AND DRINK CONCESSIONS FOR WILLIAMSON COUNTY REGIONAL PARK

1. PURPOSE AND CLASSIFICATION

a) Purpose

Williamson County, herein after referred to as the County, seeks proposals from food and beverage concession firms, trained, experienced, and qualified in providing professional food concession services, hereinafter referred to as the vendor.

b) Classification

The concession services will be performed at Williamson County's Regional Park located at 3005 CR 175, Leander, TX 78641 and Williamson County's Regional Trail. The park is approximately 800 acres, and contains 11 soccer fields, 8 tennis courts, 6 basketball courts, 2 softball fields, a gravel trail loop, over 1080 parking spaces, 5 restroom, an 8500 square foot water splash pad, and 4 all masonry concession facilities. Other Park & Trail areas may be included in this concessions contract.

2. 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 the contract requirements. The contractor shall provide concession services as described herein and shall provide all labor, material, and equipment. The Vendor shall provide clean, attractive, and safe areas for the locations described herein.

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

This proposal does not include the limited food and beverage concessions sold at the Tennis Pro shop or the Railroad Depot site.

The county reserves the right to allow three (3) events per year that will allow concessions to be sold by the County or its assigns. Examples include but are not limited to Brown Santa or Homecoming activities for field users.

3. TERM OF CONTRACTUAL AGREEMENT

The Term of Contractual Agreement is the Date of Award through September 30, 2012, with an opportunity to renew for two (2), consecutive one (1) year periods.

4. ITEMS and PRICING

Items of sale will include but necessarily be limited to the following:

- Food, candy, ice cream, snow cones, hamburgers, hot dogs, breakfast items, etc.
- Beverage service, however, (excluding wine or beer or glass containers).
- Ancillary items may be specific to the operation such as sun tan lotion, swim diapers, hats, etc. at the Quarry Splash Pad
- Customers have specifically requested healthy snack items conducive to small children
- All concession prices should be presented to Parks Director for approval annually and at time of contract renewal.
- There is a possibility that private parties in the park may request catering services. These catered events in the park will be under contract provisions and subject to contract stipulations and percentage to County.
- Outdoor vending machines must be approved separately depending on suitability (type of products/price of products/cost to operate machines), and profit margin to County considering cost of electricity etc.

5. HOURS OF OPERATION

It is the intent of this concession 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 park conditions. Some activities may require only one stand be open, and then only during specific times. Specific operating hours will be imposed for operational consistency such as opening at the Quarry Splash Pad daily at 10 am, or between 6:30 and 7:00 am for Soccer tournaments that start at 8:00 am.

6. 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.

All reports shall include:

- a. Name, address, and telephone number of concessionaire.
- b. County contract and proposal number.
- c. Identification of items purchased at concession stand.
- d. Quantity or quantities, total prices, and total amount.
- e. Check are payable to: Williamson County and are due no later than the 15th of each month.
- f. Check will be mailed to:
Williamson County Parks & Recreation Department
350 Discovery Blvd. Suite 207
Cedar Park, Texas 787613

7. MAINTENANCE

- a) County will provide general maintenance of the facility such as utility repairs, painting, electrical, etc. Any damage attributed to neglect, misuse, etc by the Vendor will be documented and charged back to the Vendor.
- b) County will pay for normal electric and water utilities
- c) Vendor is responsible for maintenance of any and all equipment directly related to the operation.
- d) Housekeeping – Vendor shall clean the serving and window area, along with any picnic and surrounding areas directly related to their operation.

8. GENERAL

- a) Vendor must meet all health department requirements.
- b) Vendor must provide a minimum of \$500,000 Liability Insurance as required by the County.
- c) Vendor shall have a manager on site, and should have adequate staff to maintain full operation during business hours.
- d) Staff should be dressed appropriately, preferably with identification to note the organization they represent.
- e) Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f) The Parks and Recreation Department will inspect concessions regularly and will provide written results to the Vendor for information and any corrective action. Concession inspections will include but are not limited to general cleanliness, customer service, hours of operation, product appropriateness and freshness, organization, etc.
- g) The Vendor shall provide and maintain a menu sign that is posted in a conspicuous place. The menu sign shall list the prices of all items offered for sale, the hours of operation, and the telephone number for the Parks and Recreation Department for comments. The design and location of the sign shall be subject to the approval by the Director of the Parks and Recreation Department or his designee.

9. TERMINATION

The contract will provide for a 60-day termination clause. Nonpayment of monthly fees to County is reason for suspension of serving rights.

10. PROPOSAL EVALUATION

The Proposals received will be evaluated on all of the criteria listed below. The Vendor selected will have, in the opinion of the County, the best overall combination of the criteria. On a separate paper(s) entitled **Proposal Evaluation**, please provide detailed information on the criteria. Include any additional pertinent information.

Percentage to County; % of gross after taxes (20% minimum preferred).

Years of Experience in the concession business, parks preferred. List all years with dates and locations.

Three (3) references from reputable entities, parks preferred. List entity names, contacts, and phone numbers.

List type of concession equipment available for use in your operation. List all equipment that is intended to be used at the park.



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form:

Name of Company:

Date:

Signature of person submitting form:

Notarized:

Sworn and subscribed before me

by: _____

on _____
(date)

WILLIAMSON COUNTY PROPOSAL FORM
FOOD AND DRINK CONCESSIONS
FOR WILLIAMSON COUNTY REGIONAL PARK

PROPOSAL NUMBER: 11WCP1010

NAME OF PROPOSER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Mobile Phone: (_____) _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Proposal

Date of PROPOSAL: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSAL

Williamson County Inner Loop Annex

Address:

**301 SE Inner Loop
Georgetown, TX 78626**

Directions:

From South (Austin, Round Rock)

Take IH-35 Northbound

Exit 259

Stay on frontage road for approximately 2 miles

At stop sign, go right on Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

From North (Georgetown, Jarrell)

Take IH-35 Southbound

Exit 259

At stop sign, go left under the overpass

At stop stay straight onto Inner Loop

Just past Snead Drive, the Inner Loop Annex is on the left

Main entrance is on the side of the building by the flagpoles

