

REQUEST FOR PROPOSAL WITH SPECIFICATIONS

#WSS-2023 CONROE WATERPARK SUMMER SEASON FROZEN TREAT VENDOR PROPOSAL



CITY OF CONROE
PARKS AND RECREATION

**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

**RESPONSES DUE
DECEMBER 1, 2022 @ 2:00PM**

CITY OF CONROE PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
#WSS-2023 CONROE WATERPARK SUMMER SEASON FROZEN TREAT
VENDOR PROPOSAL

INTRODUCTION

The purpose of this RFP is to solicit proposals to select 1 (one) (*Mobile*) Frozen Treat Vendor for the Conroe Waterpark during the summer season.

If you are interested in your business being considered for this, please submit four (4) copies of your proposal to:

Due Date: On or before 2:00PM, Thursday December 1, 2022

Please email all responses to: Sarah McClure @ smcclure@cityofconroe.org

E-Mail should be clearly titled “**#WSS-2023 CONROE WATERPARK
SUMMER SEASON FROZEN TREAT VENDOR PROPOSAL**”

QUESTIONS AND INQUIRIES

Any person with questions regarding this RFP, including a request to visit the site, should submit a written request for information / clarification to:

Sarah McClure, Aquatics Supervisor
smcclure@cityofconroe.org

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The City also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the City is executed, or upon the City rejection of all proposals.

SCOPE OF SERVICES

The City of Conroe is interested in providing first class frozen treats as specified herein. Before submitting a proposal, each bidder will be held responsible for having examined the premises and satisfied themselves as to the existing conditions or location under which they will be obligated to operate, or that will in any way affect the services under the contract.

PROPERTY DESCRIPTION

Conroe Waterpark – 1207 Candy Cane Lane, Conroe, Texas 77301

SPECIAL PROVISIONS

Health Department Requirements: VENDOR must acquire own health permit for concession and/or mobile food unit permit through Montgomery County and have a valid food manager's permit. VENDOR shall have at least one person on staff at all times that has a valid food manager's permit.

Period of Operation: Upon acceptance and approval this bid effects a written agreement between CITY and VENDOR for the rights to operate a mobile concession stand at FACILITY in accordance with the provisions contained herein. Contract will commence on May 1, 2023 and continue through September 20, 2023 (mid-night). CITY will evaluate the proposals and select the one most beneficial to the CITY.

Report of Sales: All payments are to be submitted to CITY, Conroe Parks and Recreation Department Attn: Sarah McClure, located at 1205 Candy Cane Lane, Conroe, Texas 77301 (physical address) or mail to P.O. Box 3066, Conroe, Texas 77305 (attn.: Sarah McClure) by the 1st of each month for the previous month's operation. Each payment (check payable to the City of Conroe) shall be accompanied by a complete report of the month's business transactions.

Payment Default: In case VENDOR fails to pay the monies due to CITY, pursuant to the terms of this agreement, CITY has the option to terminate the contractor and seek whatever legal relief may be appropriate to recover the balance due and may relet the privileges herein conveyed.

Supervision: VENDOR shall directly supervise this concession operation at all times. CITY shall have the right to inspect the vehicle or premise and to supervise the manner of exercising privilege hereby granted, and the conduct of VENDOR and those under him.

Alterations: Alterations to any part of the building or grounds on the premises will not be permitted without the prior approval of the Parks and Recreation Department. Any such alterations permitted will be at the expense of VENDOR and must comply with all City of Conroe building codes.

Sublet of Concessions: VENDOR shall not sell, sublet or assign this contract or any portion thereof to any other person or assignee or lessee.

Violation of Contract, Law and/or Ordinances: In the event VENDOR, its agents, representatives, employees, or volunteers are found willfully violating any law, ordinance, or provision of this contract, or becomes objectionable and offensive to the good order and use of the said PARK FACILITY, The said VENDOR shall be required to remove any such person from said FACILITY at once. CITY may, in addition thereto, terminate and cancel this agreement at its option and have all VENDOR property removed from the area.

Police Protection: CITY does not guarantee police protection and will not be liable for any loss or damage sustained by VENDOR. VENDOR shall hold and save CITY harmless from any and all claims from damages of whatever nature and kind, suffered or asserted to have been suffered, by the person or property of any person whomever, growing out of or resulting from or in any way connected with exercise of the privilege herein granted.

Hours or Operation: VENDOR will open and operate on all Friday's, Saturday's, and Sundays unless otherwise coordinated with staff. Dates will begin May 19th and will continue until August 13th, 2023. Hours are from 11:00 AM to 6:00 PM

COMMUNICATION

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve offer or from any obligation with regard to their response to this invitation.

CONDITIONS OF CONDUCT

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for

public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this “RFP”. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.

REIMBURSEMENTS

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded, all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

DEFAULT

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

BACKGROUND CHECKS

The City reserves the right to request that the VENDOR completes a background check for each and every employee used. VENDOR will not use a person if such person: has been convicted of crimes against vulnerable persons, such as children, the elderly or the disables; crimes of dishonesty; crimes using or threatening violence including but not limited to, the use, display or threat of a weapon.

SELECTION PROCESS

As required under Government Code 2254, the Owner upon appropriate evaluation of all submitted proposals will rank up to three Candidates that it considers to be the most qualified to provide the concession services to the City of Conroe. The City will select the proposal that offers the best combination of required specifications and best value for the City based upon the selection criteria below.

- a) Equipment condition, qualifications and overall experience. 25 points
- b) Food variety, selection offered, prices, and process of items to be sold. 25 points
- c) References of current customers. 25 points
- d) Proposer’s percentage of gross sales offered to pay the City of Conroe. 25 points

If negotiations with the most qualified Proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation.

INDEMNIFICATION

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

INSURANCE REQUIREMENTS

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

	COVERAGE	LIMITS
A.	Worker’s Compensation	- As required by Texas Law
B.	Employer’s Liability	- \$ 500,000 each occurrence
C.	Public Liability (Bodily injury)	- \$1,000,000 combined single limit
D.	Public Liability (Property damage)	- \$1,000,000 combined single limit
E.	Automobile Liability (Bodily injury)	- \$ 200,000 each person
F.	Automobile Liability (Property damage)	- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer’s compliance with this section.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

CONDITIONS OF WORK

Proposers are expected to be fully informed of buildings, locations and working conditions under which the service will be performed, and to have thoroughly reviewed this RFP and specifications. Failure to do so will not relieve the successful proposer of any obligations to furnish the services as specified herein.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

INTERVIEWS

After written proposals are received and initially evaluated, the City may or may not require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

❖ Tab 1 – Cover Letter

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

❖ Tab 2 – Acceptance of Conditions

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

❖ Tab 3 – Company Background (2 – Pages Maximum)

1. Years in business under present name.
2. Name and address of each office location.
3. Ownership structure (Corporation / Partnership).
4. Names and titles of officers in the company.
5. Company trade organizations / associations / affiliations

❖ Tab 4 – Experience of Key Personnel (2 – Pages Maximum)

1. List key personnel that will be assigned or oversee this job.
2. Describe all methods to select and train personnel.

❖ Tab 5 – References (1 – Page Maximum)

Provide references from companies that are similar in size and volume to the City of Conroe scope of work for which your company has, in whole or in part, provided services.

❖ Tab 6 – List of Items to be sold (1 – Page Maximum)

List all items for sale and prices and a description of the equipment and other means of providing the proposed service.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- F. Agent shall **initial** each applicable item below to certify acknowledgement.

_____ Initial to indicate the required proposal submittals are enclosed.

_____ Initial to acknowledge receipt of addendum and/or amendment (if applicable).

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(Email address)