

Request for Qualifications

City of Alpine, Texas

Qualifications will be received

for:

Alcohol Beverage Concessionaire Services

RFQ No. 2021-02

RE-BID

Qualifications will be received

until 4:00 p.m. on

MARCH 31, 2021

Return Proposal to:

City of Alpine
Attention: Megan Antrim – Director of Finance
100 N 13th Street
Alpine, Texas 79830

NOTICE TO PROPOSERS

Alcoholic Beverage Concessionaire

Services RFQ NO 2021-02 – RE-BID

CITY OF ALPINE, TEXAS

The City of Alpine will receive proposals for qualifications for Alcohol Beverage Concessionaire Services at the Midweek Mercantile Events until, **Wednesday, March 31, 2021, at 4pm.** Submittals must be addressed to the City of Alpine, Attention: Megan Antrim, Director of Finance, 100 N 13th Street, Alpine, Texas 79830 and shall be plainly marked with the name and address of the Proposer, the RFQ number and “RFQ Alcoholic Beverage Concessionaire Services.” Submittals received after the closing time will be returned unopened.

The purpose of this request is to select and potentially enter into a contract with a qualified Concessionaire to provide beverage concessionaire services for the City. Proposers shall provide proposals as outlined in the RFQ.

There will be NO Pre-Qualification Meeting. Questions will be accepted via email by Cynthia Salas at city.secretary@ci.alpine.tx.us until Thursday, March 25, 2021, at 2pm. Questions will be answered in the form of an addendum and posted to the City’s website. It is the Proposer’s responsibility to obtain and acknowledge all addenda.

Complete information regarding this solicitation may be obtained from the City of Alpine website at www.cityofalpine.com. The City of Alpine reserves the right to reject any or all proposals and waive any irregularities.

SCOPE OF WORK

The City of Alpine, Texas ("City") is requesting qualifications from concessionaire service vendors to provide services. The concessionaire services will possibly include, but will not necessarily be limited to:

- Weekly/Monthly Alcohol Beverage Concession Operations at the Midweek Mercantile Events. Exhibit "A" provides a list of all dates the Concessionaire must be available.

Vendors submitting qualifications will be scored on how well they demonstrate their knowledge and define their methodology and approach to the following areas:

- Concession Operations Experience
- References
- Menu and Pricing
- Staff Qualifications

	CRITERIA	MAXIMUM POINTS
1.	Experience – Vendor shall give a brief description of its company’s history, explain its company and the employee structure.	35
2.	References – Provide three (3) references, to include the most recent organization for programs and services that were provided similar in nature and functionality.	30
3.	Menu and Pricing – the vendor will submit various sample menus to include pricing.	20
4.	Staff Qualifications – The vendor shall give a list of certifications or training sessions that any of its staff may have completed related to food and vender services.	15

Timeline **Dates**

Issue/announce RFP to internal City Staff – RE-BID	02/01/2021 & 3/16/2021
Advertisement Dates	02/04/2021 & 02/11/2021 RE-BID 3/18/2021 & 3/25/2021
Deadline for questions (no later than 2:00pm)	02/17/2021 RE-BID 3/25/2021
RFP deadline (no later than 4:00pm)	02/22/2021 RE-BID 3/31/2021
Determine most qualified vendor	02/22/2021 RE-BID 03/31/2021
Contract begins	04/01/2021

Proposal Content Requirement

The RFQ submittals must include all items listed below to be considered complete. The RFQ submittal shall be placed in a separate envelope, or packaged and identified with the RFQ deadline and RFQ number (as they appear on our cover sheet).

Each vendor shall submit three (3) copies of its RFQ submittal on letter (8 x 11) sized paper and spiral bound with all pages sequentially numbered and in a sealed package. Please do not submit your qualifications in a ringed binder. All criteria sections and subsections need to be separated by clearly marked tabs. Each RFQ submittal should be clearly marked on the cover and shall be as concise as possible.

The RFQ submittal must include the following:

- Completed RFQ letter of interest which shall include (maximum of 2 pages):
 1. Company name, address, telephone number and e-mail address of the Proposer. Clearly indicate the legal corporate name (or other applicable business ownership name), and the "doing business as" name and/or brand name if different.

2. Full name, title, mailing address, telephone number, fax number, and e-mail address of primary point of contact for the company that will be managing or coordinating the business.

3. A business plan outlining the method of providing service to include number of personnel and drink delivery methods.

4. Proposed timetable for set up and take down.

5. Any requirements for electricity, telephone or other utility connections.

- Executive summary (maximum of 2 pages)
- Key personnel qualifications
- Legal qualifications (TABC License, etc.)
- Detailed summary of prior concessionaire services with reference information: Vendors shall submit at least three (3) businesses as references.

This should be a written presentation or resume clearly setting forth the proposer's qualifications in terms of experience, organization, and similar factors, in concessions at other locations. Proposer shall provide a letter from its references with names, addresses and telephone numbers of management officials or major customers as references that are currently being serviced by the company or have been served by the company within the last twenty-four (24) months.

- Completed No Israel Boycott Certification
- Completed Certificate of Insurability
- Completed Non-Collision form
- Summary of current or past food and beverage-related litigation pursued by or brought against the proposer in the previous 5 years
- Any additional information may be submitted in a separate document marked "Appendix."
- Insurance coverage: Provide the types and amount of insurance coverage proposed to be maintained.

Coverage will be required from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company and is expected to be commensurate with the type, value, and risks of the products and/or services to be sold. Minimum coverage as outlined in our terms and conditions (section 4.0).

- Signed acknowledgement of this RFQ, each page must be initialed and submitted with your qualifications. The Terms & Conditions page (page 12) shall be completely filled out and signed.

Receipt of all Addenda to this RFQ, if any, must be acknowledged by attaching a signed copy of each Addendum to the RFQ submittal. All Addenda shall become part of the requirements of this RFQ. Failure to acknowledge receipt of an Addendum may result in rejection of the RFQ submittal.

Your RFQ submittal may not be changed, amended or modified after such time as the City declares that a particular stage or phase of its review of the responses has been completed or closed. The City reserves the right to reject any and/or all RFQ submittals and will conduct studies and other investigations, as necessary, to evaluate the RFQ submittal, and complete interviews with the vendors, as part of the evaluation phase.

1.0 General Terms and Conditions

1.2 Operator Responsibilities

1.2.1 It is recommended that the operator visit the site and make an examination of the spaces and/or equipment necessary to perform the service.

1.2.2 The operator shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.

1.2.3 The operator shall provide all labor and equipment necessary to perform this service. All employees of the operator shall meet the minimum requirements as referenced in federal and state law. All employees of the operator should have a criminal background check within 90 days of the start date of this contract.

1.2.4 All employees shall be well groomed and appropriately dressed at all times when on duty. All employees shall wear a standardized uniform to include a company t-shirt or polo that will identify the operating entity.

1.3 Abandonment or Default

1.3.1 An operator who abandons or defaults the work on this contract and causes this service to CEASE FOR ANY PERIOD OF TIME, will not be considered in the re-advertisement of this service and may not be considered in future SERVICE

CONTRACTS for the same type of work unless the scope of work is significantly changed. Abandonment or default shall be grounds for termination of this service.

1.3.2 Any contract awarded will be void if sold or assigned to another service company without written approval from the City. Written notification of changes to company name, address, telephone number, etc., should be given to the City as soon as possible but not later than thirty (30) days from date of change. There will be no subcontracting of services by the operator. The city has the exclusive right to sub-contracting for additional services.

1.4 Cancellation

Either party may cancel a contract awarded by the City without penalty by providing sixty (60) days written notice to the other party. Termination under this paragraph shall not relieve the operator of any obligation or liability that has occurred prior to cancellation. Upon receipt of the written notice of cancellation of this proposal, the operator will need to fully vacate all facilities covered under this contract, to include all equipment and product, within 60 days.

1.5 Responsibility for Damage Claims

The operator agrees to indemnify and save harmless the City of Alpine, Texas, its agents and employees from all suits, action or claims and from all liability annual for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the contract by the operator and from any claims or amounts arising or recovered under the "Workers' Compensation Laws", Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Operator shall further so indemnify and be responsible for all damages or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect or misconduct of the operator, his/her agent and employees, in the manner or method of executing the work; or from failure to properly execute the work; or from defective work or materials. Operator shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect furnished to the City.

1.6 Competence of Operator

1.6.1 To be entitled for consideration, the operator shall have available, under its direct employment and supervision, the necessary organization and facilities to properly fulfill all the services required under this contract. Operator shall obtain any licenses/permits required for the performance of this service. All employees of the concession stand

shall have their TABC license.

1.62 All qualifications received by a company whose services have been documented as unsatisfactory and/or whose services have documented problems pending resolution with the City may not be considered.

1.7 Right to Audit

The City shall have the right to audit the operator's books and records pertaining to this service during the hours of the normal workday. The operator shall provide the City with monthly reports of gross sales for all concession's operations.

1.8 Applicable Laws

This contract shall be governed by the laws of the State of Texas and the venue for any disputes shall be in the courts in and serving Bell County.

1.9 Compliance with Laws

The operator shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations in any matter affecting the performance of this contract including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the operator shall furnish the City with satisfactory proof of its compliance therewith.

1.10 Contract Term and Renewal of Service

The contract commencement date will be determined by the City and the successful proposer. It is the City's desire for the contract to start March 1, 2021. This contract shall remain in effect for one (1) year. The contract may automatically renew for an additional one (1) year term unless either party decides to cancel with written notice ninety (90) days prior to the renewal date. Such renewal shall be at the terms and conditions agreed to in writing by both parties at least ninety (90) days prior to the expiration date.

1.11 Compliance

This service shall be done in accordance with the specifications. The City will decide all questions, which may arise as to the quality or acceptability of work performed, the manner of performance, the interpretation of the specifications and the acceptable fulfillment of the service on the part of the operator.

2.0 Duties and Responsibilities of the Operator

Operator agrees to perform according to duties and responsibilities contained in this specification, including, but not limited to:

2.1 The operator agrees to provide beer and wine items at the Midweek Merchentile. The operator agrees not to sell the merchandise in glass containers or in such other containers that may pose a risk or hazard to the safety of the customers, participants or spectators at the facility.

2.2 Operator agrees to provide all equipment, supplies, and qualified personnel necessary for the operation of said concession stand during all regularly scheduled events and activities. Equipment may include tables, chairs, shade structures, ice machines and refrigeration equipment, sinks and other equipment necessary to provide complete operation of said concession stands.

2.3 The city is not responsible for the loss of product due to electrical outages.

2.4 Operator is responsible for the maintenance of said concession. Furthermore, operator agrees to undertake any and all repairs necessary for the safe and continued operation of said concession stands. The operator shall not make any structural alternatives, repairs, or improvements to the premises.

2.5 Operator agrees to be responsible for any equipment, inventory or other personal property left in the concession area.

2.6 Concession operator shall be responsible for all trash within twenty-five (25) feet of the concession facility and such trash/debris must be removed on an event basis by the concession operator. Trash is to be placed in trash bags and placed in the site dumpsters. No trash is to be left overnight in the concession facility or in bags sitting outside the facility.

2.7 No delivery trucks/vehicles will be permitted within the complex after 4:00 p.m. on days of event. Secondary storage units must be moved on an event basis to ensure parking lot cleanliness.

2.8 Operator agrees and understands to operate the concession stands during all scheduled events during the term of the agreement. It is also understood that some events may be postponed or canceled due to weather or other unforeseen circumstances; and some events may last longer than scheduled. The operator agrees to have the concession stand facility open thirty (30) minutes

prior to the event. The operator agrees to provide beer and wine at ALL Midweek Merchantile events. (Exhibit “A” provides list of dates)

2.9 The operator understands that inclement weather may force the rescheduling of activities to alternate date and times.

2.10 The operator understands that proposed dates of activities are an estimate and may be altered.

2.11 The City of Alpine has the exclusive right to contract with various vendors to set up and provide additional food services in addition to what the designated service provider is providing. This will be reviewed with the concession operator prior to contracts being executed.

2.12 The service provider shall not provide concession services outside of the actual concession structure without written consent from the City Manager.

2.13 A pre-inspection and post-inspection of the facilities shall be performed by the Tourism Coordinator. All building discrepancies and deficiencies shall be recorded during this inspection.

2.14 Operator agrees to secure any necessary permits or consents required by virtue of its activities, and that all service and preparation areas shall conform with relevant standards established by the Texas Department of Health, Texas Alcohol Beverage Commission and the City of Alpine.

2.15 The City agrees to pay all utilities.

2.16 All concession signage will be professionally prepared and provided by the operator. All signage shall be approved by the City.

2.17 Prior to contract execution, the qualified proposer shall submit a list of proposed items to be sold, and the prices for each, to the City for approval.

2.18 Price of product after initial price scale is approved by the City. No price increases can be made in the first year after the initial contract is implemented. However, if there is a significant increase in product price, the service provider may appeal to the City for a price increase. This should be done in a memo format and should explain the reasons for the increase. Operator should also submit proof of increase along with the memo to the City Manager within ninety (90) days of the implementation of the new price.

2.19 THE CITY SHALL APPROVE THE ITEMS TO BE SOLD AND THE PRICE TO BE CHARGED. NO ITEM SHALL BE SOLD UNTIL SAID APPROVAL IS OBTAINED. THE CITY WILL NOT UNREASONABLY WITHHOLD ANY APPROVALS.

3.0 COMPENSATION

There will be no compensation from the City of Alpine. Concessionaire will keep all sales.

4.0 Insurance Requirement

All proposers shall have the appropriate amount of insurance while delivering the items once awarded. This coverage shall be present as to cover all losses.

A. Comprehensive General Liability and Property Damage Insurance

The proposer shall take out and maintain during the life of the awarded contract such Comprehensive General Liability and Property Damage Insurance as shall protect the City from claims for damages or personal injury, including accidental death, as well as from claims for property damages which may arise from delivering the goods or services under the contract, whether such operations be by himself or by an Proposer or by anyone directly or indirectly employed by either of them. All policies shall include the City as an additional insured, and the minimum amounts of such insurance shall be as follows:

Bodily Damage

(1) Each Occurrence - \$1,000,000 (2) Annual Aggregate - \$2,000,000

Property Damage Insurance

(1) Each Occurrence - \$1,000,000 (2) Annual Aggregate - \$2,000,000

B. Comprehensive Automobile Liability

Bodily Injury

(1) Each Person - \$500,000

(2) Each Accident - \$1,000,000

Property Damage

(1) Each Occurrence - \$1,000,000

Exhibit “A”

Midweek Mercantile Dates

Weekly

April 8, 2021 – May 27, 2021

Every Thursday from 4:00 pm-
7:00pm

Set Up Beginning at 2:00 pm

Monthly

June 24th

July 29th

August 26th

4:00 pm – 7:00 pm

Set Up Beginning at 2:00 pm

Weekly Resumes

September 2, 2021 - November 18,
2021

Every Thursday from 4:00 pm –
7:00 pm

Set Up Beginning at 2:00 pm

Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ). See Form 1.

The Texas legislature recently enacted House Bill 914, which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City , including affiliations and business and financial relationships such persons may have with City officers.

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City including submitting a response to this RFQ, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them. Any information provided by the City of Alpine is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

FORMS

Proposer shall complete all forms. Forms not completed may result in disqualification. If there is any doubt to the meaning of the forms, Proposer may submit an inquiry in accordance with the requirements set forth in this RFP.

- FORM 1 – Conflict of Interest Questionnaire (CIQ)
- FORM 2 – Proposer Certification and Addenda Acknowledgement
- FORM 3 – Certificate of Insurability
- FORM 4 – Non-Collusion

FORM 1

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:
(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
(B) a transaction conducted at a price and subject to terms available to the public; or
(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- ***
- (2) the vendor:
- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
- (i) a contract between the local governmental entity and vendor has been executed;
or
(ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
- (i) a contract between the local governmental entity and vendor has been executed; or
(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1);
or
(3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
- (1) the date that the vendor:
- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
(2) the date the vendor becomes aware:
- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
(B) that the vendor has given one or more gifts described by Subsection (a); or
(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

FORM 3
PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the Proposer certifies that neither the Proposer nor the Proposer, corporation, partnership, or institution represented by the Proposer, or anyone acting for such Proposer, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted. Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

By signing this document, the Proposer hereby verifies that it does not boycott Israel and will not boycott Israel during the term of the contract. Boycotting Israel is defined in Texas Government Code section 808.001 to mean refusing to deal with, terminating business activities with, or taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes

Additionally, the City may not enter into a contract for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials or equipment with a company engaged in business with Iran, Sudan or a foreign terrorist organization.

Proposer must initial next to each addendum received in order to verify receipt:

Addendum #1_____ Addendum #2_____ Addendum #3__
Addendum #4_____ Addendum #5_____ Addendum #6__

Proposer Must Fill in and Sign:

NAME OF PROPOSER/COMPANY: _____
REPRESENTATIVE's NAME: _____
REPRESENTATIVE's TITLE: _____
MAILING ADDRESS: _____
CITY, STATE, ZIP: _____
PHONE & FAX NUMBERS: _____
E-MAIL ADDRESS: _____
AUTHORIZED SIGNATURE: _____
DATE: _____

FORM 4
CERTIFICATE OF INSURABILITY

Proposer hereby certifies that, as a Proposer to the City of Alpine for RFQ 2021 - 02, Proposer is fully aware of insurance requirements contained in the RFQ. Furthermore, Proposer hereby assures the City of Alpine that Proposer is able to produce the insurance coverage required should Proposer be selected for award.

Signature of Proposer

Printed Name of Signee

Company Name

Date

**FORM
5
Non-
Collusion**

The undersigned verifies that he/she is duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other Proposer, City Official or staff, and that the contents of this proposal as to prices, terms and conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

Signature of Proposer

Printed Name of

Signee Title

Company Name

Street

Address City

State Zip

Phone

Email

Date