



**REQUEST FOR PROPOSAL**  
**INSTRUCTIONS**  
**FOR**  
**RFP #171**  
**COPPELL ARTS CENTER CONCESSIONAIRE SERVICES**  
**PER**  
**THE CITY OF COPPELL SPECIFICATIONS**  
**AT**  
**THE CITY OF COPPELL**  
**TOWN CENTER**  
**PROCUREMENT SERVICES DEPARTMENT**

**OPENING DATE: FRIDAY, DECEMBER 13, 2019 10:00a.m.**



## REQUEST FOR PROPOSAL

Return Proposal To: City of Coppel  
Procurement Services Department  
255 Parkway Blvd.  
Coppel, Texas 75019

The enclosed ***Request for Proposal*** and ***Specifications*** are for your convenience in submitting the proposals to the City of Coppel. **Sealed proposals shall be received no later than: FRIDAY, DECEMBER 13, 2019, 10:00 a.m., Central Time.**

## PRE-PROPOSAL MEETING

The City of Coppel will have a pre-proposal meeting **Tuesday, December 3, 2019, 10:00 a.m. at: 255 Parkway Blvd. Coppel, TX 75019**

Please reference **"RFP #171"** in all correspondence pertaining to this proposal and affix this number to outside front of bid envelope for identification. All proposals shall be to the attention of the Procurement Services Department.

The City of Coppel appreciates your time and effort in preparing a proposal. Please note that all **proposals must be received at the designated location by the deadline shown**. Proposals received after the deadline will be returned unopened and shall be considered void and unacceptable. Proposal opening is scheduled to be held at 255 Parkway Boulevard, Coppel, Texas. **You are invited to attend.**

If Bidder desires not to bid at this time, but wishes to remain on the commodity bid list, please submit a **"NO BID"** response (same time/location). The City of Coppel is always very conscious and extremely appreciative of the time and effort expended to submit a bid. However, on "NO BID" responses please communicate any bid requirement(s) which may have influenced your decision to "NO BID."

If response is not received in the form of a "BID" or "NO BID" for three (3) consecutive Request for Proposals, Bidder shall be removed from said bid list. However, if you choose to "NO BID" at this time but desire to remain on the bid list for other commodities, please state the specific product/service for which your firm wishes to be classified.

To obtain results, or if you have any questions, please contact the Procurement Services Department at 972-304-3698.



## REQUEST FOR PROPOSAL

### INSTRUCTIONS

#### RFP NO. 171

By order of the City Council of the City of Coppell, Texas, sealed proposals will be received for:

#### **COPPELL ARTS CENTER CONCESSIONAIRE SERVICES**

**TO PROVIDE** for a contract for services commencing within thirty (30) days approximately after the date of the award. The City of Coppell reserves the right to extend this contract, as it deems to be in the best interest of the city.

**IT IS UNDERSTOOD** that the City Council of the City of Coppell, Texas reserves the right to reject any and/or all bids for any/or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of the City of Coppell.

Each proposal shall be placed in a separate sealed envelope, **signed by a person having the authority to bind the firm in a Contract**, and marked clearly on the outside as shown below.  
**FACSIMILE OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED!**

**SUBMISSION OF PROPOSALS:** Sealed proposals shall be submitted no later than 10:00 a.m., Friday, December 13, 2019, to the address below:

City of Coppell  
Procurement Services Department  
255 Parkway Blvd.  
Coppell, Texas 75019

### **PUBLIC NOTICE STATEMENT FOR ADA COMPLIANCE**

The City of Coppell acknowledges its responsibility to comply with the Americans With Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e. sign interpretative services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Coppell sponsored public programs, services and/or meetings, the City requests that individuals make request for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Kori Allen, ADA Coordinator or another designated official at (972) 462-0022, or (TDD 1-800-RELAY, TX 1-800-735-2989).

**City of Coppell  
RFP #171  
ARTS CENTER CONCESSIONAIRE  
Closing Date/Time: Friday, December 13, 2019 @ 10:00 a.m. (Central  
Time)**

Solicitation Schedule	Dates
RFP Issued	Friday, November 22, 2019
<b>Pre-Proposal meeting</b>	<b>Tuesday, December 3, 2019, 10:00 a.m.</b>
<b>Sealed Proposals Due to the City</b>	<b>Friday, December 13, 2019, 10:00 a.m .</b>
Contract Award/Proposed Council Approval	To Be Determined

*The dates BEFORE RFP opening are firm unless changed through an Addendum. Dates after RFP opening are proposed dates and the City reserves the right to modify this schedule at the City's discretion. Notification of changes in the response due date would be posted on Bidsync.com.*

*All times and dates are Central Standard Time.*

### **Vendor Inquiries**

Question related to this RFP should be submitted via [www.bidsync.com](http://www.bidsync.com)

Contact with any personnel of the City, other than the Procurement Services staff or via Bidsync, regarding this Request for Proposal may be grounds for elimination from the selection process.

**ANY QUESTIONS** concerning this Request for Proposal and Specifications can be directed to the Procurement Services Department at 972-304-3698.

**FUNDING:** State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval.

**LATE BIDS:** Proposals received in the City of Coppell Procurement Services Department after submission deadline will be considered void and unacceptable. The City of Coppell is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Procurement Services Department shall be the official time of receipt.

**ALTERING BIDS:** Proposals cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A proposal may not be withdrawn or canceled by the Bidder without the permission of the City for a period of ninety (90) days following the date designated for the receipt of bids, and Bidder so agrees upon submittal of their bid.

**SALES TAX:** The City of Coppell is exempt by law from payment of Texas State Sales Tax and Federal Excise Tax. Bidder shall include any sales taxes from concession sales of taxable items on City property in the total price of the sale and shall be responsible to report and pay such taxes in a timely manner.

**BID AWARD:** The City reserves the right to award any combination of the three sections as is deemed in the best interest of the City. The City also reserves the right to not award one or none of the sections.

**CONTRACT:** This proposal, when properly accepted by the City of Coppell, shall constitute a Contract equally binding between the successful Bidder and the City. No different or additional terms will become a part of this Contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any individual shall modify or otherwise change, or affect the terms, conditions or Specifications stated in the resulting Contract. All Change Orders to the Contract will be made by the City's Chief Procurement Officer.

**IF DURING THE** life of the Contract, the successful Bidder's net prices to other customers for items awarded herein are reduced below the Contracted price, it is understood and agreed that the benefits of such reduction shall be extended to the City of Coppell.

**A PRICE** redetermination may be considered by the City only at the anniversary date of the Contract and shall be substantiated in writing (i.e., Manufacturer's direct cost, postage rates, Railroad Commission rates, Wage/Labor rates, etc.). The Bidder's past history of honoring Contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. The City reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the City.

**DELIVERY:** All delivery and freight charges (F.O.B. City of Coppell) are to be included in the bid price.

**DELIVERY TIME:** Proposals shall show number of days required to place goods ordered at the City's designated location. Failure to state delivery time may cause proposal to be rejected. Successful Bidder shall notify the Procurement Services Department immediately if delivery schedule cannot be met. If delay is foreseen, successful Bidder shall give written notice to the Procurement Services Department. The City has the right to extend delivery time if reason appears valid. Successful Bidder must keep the Procurement Services Department advised at all times of the status of the order.

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

**DISCLOSURE OF CERTAIN RELATIONSHIPS** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Coppell not later than the 7<sup>th</sup> business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**ETHICS:** The Bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Coppell.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this Request for Proposal will be considered for award. Bidders taking exception to the Specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. In the absence of such, a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the Specifications of the Invitation. The City of Coppell reserves the right to accept any and all, or none, of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**ADDENDA:** Any interpretations, corrections or changes to this **Request for Proposal** and **Specifications** will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Coppell Procurement Services Department. Addenda will be posted on [www.bidsync.com](http://www.bidsync.com). Bidders shall acknowledge receipt of all addenda.

**DESCRIPTIONS:** Any reference to model and/or make/manufacture used in bid Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City's Procurement Services Department.

**BID MUST COMPLY** with all federal, state, county, and local laws concerning these types of service(s).

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing and engineering practice. All items supplied against credit must be new and unused, unless otherwise specified, in first-class condition and of current manufacturer.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective Bidder must affirmatively demonstrate Bidder's responsibility. A prospective Bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

The City may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.



**REFERENCES:** The City requests Bidder to supply, with this Request for Proposal, a list of at least three (3) references where like products and/or services have been supplied by their firm. Include name of firm, address, telephone number and name of representative.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this Request for Proposal. Failure to provide this information may result in rejection of bid.

**SUCCESSFUL BIDDER SHALL** defend, indemnify and save harmless the City of Coppell and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from bid award. Successful Bidder indemnifies and will indemnify and save harmless the City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder shall pay any judgment with costs which may be obtained against the City growing out of such injury or damages. In addition, Contractor shall obtain and file with City of Coppell a Standard Certificate of Insurance and applicable policy endorsement evidencing the required coverage and naming the City of Coppell as an additional insured on the required coverage.

**WAGES:** Successful Bidder shall pay or cause to be paid, without cost or expense to the City of Coppell, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

**TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful Bidder must state therein the reasons for such cancellation. The City of Coppell reserves the right to award canceled Contract to next lowest and best Bidder as it deems to be in the best interest of the City of Coppell.

**TERMINATION FOR DEFAULT:** The City of Coppell reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this Contract. The City of Coppell reserves the right to terminate the Contract immediately in the event the successful Bidder fails to:

1. Meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these Specifications.

Breach of Contract or default authorizes the City of Coppell to exercise any or all of the following rights:

1. The City may take possession of the assigned premises and any fees accrued or becoming due to date;
2. the City may take possession of all goods, fixtures and materials of successful Bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within two (2) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that the City of Coppell shall not be liable to prosecution for damages in the event that the City declares the Bidder in default.

**NOTICE:** Any notice provided by this bid (or required by law) to be given to the successful Bidder by the City of Coppell shall conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in the City of Coppell, Texas by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful Bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

**PATENTS/COPYRIGHTS:** The successful Bidder agrees to protect the City of Coppell from claims involving infringement of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** Under this Contract, the City of Coppell may appoint a 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 the City of Coppell Procurement Services Department (which has the overall Contract Administration responsibilities) and the successful Bidder.

**PURCHASE ORDER:** A Purchase Order(s) shall be generated by the City of Coppell to the successful Bidder. The Purchase Order number must appear on all itemized invoices and packing slips. The City of Coppell will not be held responsible for any orders placed/delivered without a valid current Purchase Order number.

**PACKING SLIPS** or other suitable shipping documents shall accompany each special order shipment and shall show: (a) name and address of successful Bidder, (b) name and address of receiving department and/or delivery location, (c) Purchase Order number, and (d) descriptive information as to the item(s) delivered, including product code, item number, quantity, number of containers, etc.

**INVOICES** shall show all information as stated above, shall be issued for each Purchase Order and shall be mailed directly to the City of Coppell Finance/Accounts Payable Department, 255 Parkway Blvd., Coppell, Texas 75019.

**PAYMENT** will be made upon receipt and acceptance by the City of Coppell for any item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful Bidder(s) required to pay subcontractors within ten (10) day.

**ITEMS** supplied under this Contract shall be subject to the City's approval. Items found defective or not meeting Specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the City of Coppell. If item is not picked up within one (1) week after notification, the item will become a donation to the City for disposition.

**SAMPLES:** When requested, samples shall be furnished free of expense to the City of Coppell.

**WARRANTY:** Successful Bidder shall warrant that all items/services shall conform to the proposed Specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. A copy of the warranty for each item being bid must be enclosed. Failure to comply with the above requirements for literature and warranty information could cause bid to be rejected.

**REMEDIES:** The successful Bidder and the City of Coppell agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in the City of Coppell, Texas.

**ASSIGNMENT:** The successful Bidder shall not sell, assign, transfer or convey this Contract, in whole or in part, without prior written consent of the City of Coppell.

**SPECIFICATIONS** and model numbers are for description only. Bidder may bid on description only. Bidder may bid on alternate model but must clearly indicate alternate model being bid. Bidder must enclose full descriptive literature on alternate item(s).

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

Each insurance policy to be furnished by successful Bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Coppell by Certified Mail thirty (30) days prior to cancellation or upon any material change in coverage.

**BID NOTIFICATION:** City of Coppell utilizes the following procedures for notification of bid opportunities: [www.bidsync.com](http://www.bidsync.com) and the *Coppell Citizens Advocate*. These are the only forms of notification authorized by the City. Coppell shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the vendor's responsibility to verify the validity of all bid information received by sources other than those listed.

**EMPLOYMENT ELIGIBILITY VERIFICATION:** The Immigration Reform and Control Act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. Department of Justice form I-9. The contractor/vendor warrants that contractor/vendor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor/vendor warrants that contractor/vendor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract.

**ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES:** Bidders are encouraged to offer Energy Star, GreenSeal, EcoLogo and/or EPEAT certified products. The City also encourages bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization and toxicity in the manufacture and use of products.

**ANY QUESTIONS** concerning this Request for Proposal and Specifications should be directed to the Procurement Services Department at 972-304-3698.

**COOPERATIVE PURCHASING**

As permitted under Government Code, Title 7, Chapter 791.025, other governmental entities may wish to cooperatively purchase under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Coppel and Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Coppel shall not be held responsible for any orders placed, deliveries made, or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO UTILIZE THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?**

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

## **CERTIFICATIONS AND REPRESENTATIONS**

### **M/WBE STATUS**

\_\_\_\_\_ IS CERTIFIED AS A:

(CHECK ONE, IF APPLICABLE)

DISADVANTAGED BUSINESS ENTERPRISE \_\_\_\_\_

MINORITY-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

WOMEN-OWNED BUSINESS ENTERPRISE \_\_\_\_\_

PLEASE ATTACH OFFICIAL DOCUMENTATION FROM THE STATE OF TEXAS OR OTHER QUALIFIED CERTIFICATION AGENCY OF M/WBE STATUS OF YOUR COMPANY WITH THIS BID/PROPOSAL.

\* \* \* \* \* NOTE \* \* \* \* \*

THIS DATA IS REQUESTED FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT AFFECT THE PROPOSAL AWARD.

(SUBMISSION OF THIS INFORMATION IS NOT A REQUIREMENT.)

## **IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

The form may be obtained and completed at  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**\*Please note that this form only has to be completed once the contract is awarded and before contract is executed.**

**Standard Insurance Requirements**

The Contractor shall furnish and maintain during the life of the contract adequate Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

<b><u>Type of Insurance</u></b>	<b><u>Amount</u></b>
Worker's Compensation	as set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence.
Liability (Public)	\$1,000,000 Aggregate \$1,000,000 Products & Completed Operations Aggregate.
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage
Endorsement CG 2503	Amendment Aggregate Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.
Automobile Liability	\$500,000 Combined single limit per occurrence.

**ADDITIONAL INSURED**

IN ADDITION, CONTRACTOR SHALL OBTAIN AND FILE WITH OWNER CITY OF COPPELL A STANDARD CERTIFICATE OF INSURANCE AND APPLICABLE POLICY ENDORSEMENT EVIDENCING THE REQUIRED COVERAGE AND NAMING THE OWNER CITY OF COPPELL AS AN ADDITIONAL INSURED ON THE REQUIRED COVERAGE.



# 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 is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

**Company Information**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**RFP #171**  
**COPPELL ARTS CENTER**  
**CONCESSIONAIRE SERVICES**  
**(SPECIFICATIONS)**

**TWO (2) PAPER COPIES AND ONE (1) DIGITAL COPY ON DIGITAL MEDIA MUST BE RETURNED TO THE PROCUREMENT SERVICES DEPARTMENT NO LATER THAN 10:00 a.m. CENTRAL TIME, TUESDAY, DECEMBER 13, 2019. THE MEDIA MUST BE INCLUDED WITH THE PROPOSAL PACKET.**

## 1. SCOPE

This solicitation is to obtain responses from qualified vendors to provide food, beverage, concessions, catering and related services for the newly constructed Coppell Arts Center located at 505 Travis St., Coppell, TX 75019 located in Old Town Coppell. Respondents may propose a modified scope, as part of their proposal.

Within the Premises, the city of Coppell (CoC) shall grant the Operator:

- the exclusive right to operate food and beverage Concessions Services for the Coppell Arts Center
- the right to be listed as the preferred but not exclusive vendor for Catering Services at the Coppell Arts Center

The exclusive rights granted to the Operator are conditioned in each case upon Operator's agreeing to provide such products and services at prices that are reasonable and comparable to similar venues in the marketplace as determined by the CoC.

## 2. ARTS CENTER DESCRIPTION

Opening May of 2020, the Coppell Arts Center located in Coppell, TX is a new entertainment venue for live music, theater, dance, art exhibitions and more. Designed by Corgan Associates, the Center will feature two performance stages (440-seat main hall and a 196-seat black box), a reception hall, art gallery, and an outdoor community grove. The Center will be home to local art groups, touring entertainment acts, special events, and corporate functions. Support spaces include a 16'x12' prep kitchen with a 10'x8' dry storage area, VIP Lounge, and Studio Classroom space.

The prep kitchen will include the following equipment:

- Stainless steel work counter with sink and grease trap
- Commercial refrigerator with top and bottom storage
- Commercial icemaker
- Commercial convection or cook/hold oven
- Liquor cage
- Rolling storage racks
- Commercial dishwasher

### 3. EVENTS

Future event programming is in development as of the release of this RFP; therefore, specific dates and expected patron counts are not available. The Arts Center is working toward the following programs for the upcoming year:

- 120 ticketed events
- 72 free music events
- 16 food and beverage special events

### 4. RESPONDENT QUALIFICATIONS

The respondent shall:

- 4.1. Be a company engaged in the business of providing concessionaire and catering services for a minimum of five years.
- 4.2. Have experience providing concessionaire and catering services for Arts Center venues within a municipal environment.
- 4.3. The City of Coppell (CoC) reserves the right to request a copy of the respondent's audited or unaudited financial statements for the past five years (whether the vendor is publicly traded or privately-owned).

### 5. RESPONDENT REFERENCES

The respondent should submit a minimum of three (3) references to substantiate the qualifications and experience requirements for similar services within the last five (5) years. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include point of contact; telephone number and dates services were performed. The response may be disqualified if CoC is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if CoC receives negative responses. CoC will be the sole judge of references.

### 6. VENDOR SERVICE DELIVERABLES

The vendor shall provide:

#### 6.1. Concessions Services

Except as noted below, the Operator will manage and operate Concessions Services at all scheduled performances and events at the following spaces:

- 6.1.1. Main Hall and Black Box performance spaces. Food and beverages shall be offered for sale at all performances having one or more intermissions, beginning not less than one hour prior to each performance and continuing through all intermissions. For performances that do not have an intermission, the Coppel Arts Center may impose a minimum guarantee from the Licensee if Concessions Services are desired.
- 6.1.2. Reception Hall. Food and beverages shall be offered for sale at all club/cabaret performances beginning no less than one prior to performance and continuing through the final act.
- 6.1.3. VIP Lounge. Food and beverages shall be offered for sale for all Center presents performances and select Resident Company performances.
- 6.1.4. The Grove. Food and beverages shall be offered for sale at all performances having one or more intermissions, beginning not less than one hour prior to each performance and continuing through all intermissions.

The Operator shall meet with Coppel Arts Center, Constituents and Licensees on a regular basis to review and determine levels of staffing, menus and offerings, and other areas that affect Concessions performance.

## 6.2. Exceptions to Exclusive Concessions Services

The exclusive Concessions Services granted to the Operator shall have the following exceptions:

- 6.2.1. Subject to Coppel Arts Center approval, Constituents and Licensees may distribute free food product samples to their patrons and may sell gift boxes of confection products not intended for consumption on the Premises in designated gift shop or merchandise sales locations.
- 6.2.2. Patrons will be allowed to purchase food and non-alcoholic beverages from other vendors/restaurants not excluding food trucks for outdoor events held in The Grove and the West Lawn. Alcohol purchases must be done through the license-holding Operator.

### 6.3. Catering Services

The Operator will be identified as the preferred catering vendor for the venue and given the opportunity to bid for Catering Services from the Coppell Arts Center, the Coppell Arts & Heritage Foundation, Resident Companies, Constituents' and Licensees' events and other activities on the Premises that have been approved by the Coppell Arts Center.

In general, Catering Services shall include management and responsibility of:

- Advance preparation of catering areas
- Arrangement for all necessary staff
- Equipment rentals and supplies
- Catering of food and beverages
- Cleaning and restoring areas to their condition prior to an event

The Operator shall meet with Constituents and Licensees in advance to determine Catering Services to be performed and shall enter into agreements with Constituents and Licensees setting forth the agreed upon Catering Services to be performed by Operator and the catering fees to be paid to the Operator by Constituents and Licensees. Copies of all catering agreements as well as final catering invoices for Catering Services shall be submitted to the Coppell Arts Center.

Subject to availability, the Operator shall have the right to rent from the Coppell Arts Center the lobby, performance halls, and ancillary spaces to hold non-Constituent and non-Licensee catered events. Such rentals shall be subject to the Coppell Arts Center's standard rental policies and fees, including lobby rental fees and reimbursements for all personnel, equipment and other direct costs.

### 6.4. Non-Exclusive Catering Services Clarifications

6.4.1. The Coppell Arts Center may permit each of its Constituents, Resident Companies, and Private Rental clients to enter into agreements with a caterer other than the Operator ("Outside Caterer") who may provide food and beverage in the Premises for special events that do not include concessions.

6.4.2. Subject to Coppell Arts Center advance approval, Constituents and Licensees shall not be required to use the Operator for the catering of Constituents' and Licensees' performers and stage crews.

6.4.3. Private parties of employees of the Coppell Arts Center, the City of Coppell and Constituents shall be exempt from the exclusive

catering rights granted to the Operator, unless such catering occurs in the Premises.

## **VENDOR REQUIREMENTS**

### **7. STANDARDS OF OPERATIONS VENDOR REQUIREMENTS**

Once a Proposer is selected, the Operator will execute an Agreement with the City of Coppell which details the standards of operation based on the proposal.

The Operator shall conduct all of its operations on the Premises in a first-class, professional and efficient manner. In addition, the Operator shall:

#### **7.1. Employees and Staffing**

- 7.1.1. Appoint a full-time, dedicated food and beverage manager and at least one additional management person, one of whom must always be present when any Concessions or Operator-provided Catering Services are in operation. The Operator's managers must have decision-making authority to carry out the obligations of the Operator and respond to matters requiring immediate action. The manager must have demonstrated superior skills in communication, issues identification, pro-active learning and problem-solving. Operator shall utilize only competent personnel under the supervision of, and in the employment of, Operator (or Operator's authorized subcontractors) to perform any Concessions or Catering Services. Operator will comply with the Coppell Arts Center's reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at Coppell Arts Center's request, must be supervised by Operator.
- 7.1.2. Recruit, train, supervise and direct all employees, discipline and, if necessary, discharge any employee who fails to conform to the Operator's standards of operations.
- 7.1.3. Negotiate all collective bargaining agreements relative to the Operator's employees.
- 7.1.4. Emphasize superior, consistent and efficient customer service delivery. Operator shall at all times have the sufficient number of qualified employees necessary for the operation of Concessions, VIP Lounge service and Operator-provided Catering Services. At a minimum, the Operator shall provide (1) food and beverage



manager, (2) main lobby bartenders, (1) satellite bartender, and (1) VIP Lounge server for Concessions Services at each of the Center presents performances or for performance nights when both the Black Box and the Main hall have concurrent shows. The Operator shall obtain advance approval of the Coppel Arts Center for any reductions in minimum staffing levels for Concessions Services.

- 7.1.5. Ensure that all employees engaged in food preparation and service wear clean uniforms, be clean and sanitary in their personal habits, and meet all health standards prescribed by municipal, state and federal laws and regulations. The Coppel Arts Center reserves the right to approve Operator's uniform or dress code for employees working on the Premises.

## 7.2. Concession Menus: Product Quality, Variety and Value

- 7.2.1. Provide an appropriate range and variety of food, beverages (alcoholic and non-alcoholic), and confections on the Premises at a variety of price points that will satisfy patrons' quality expectations and maximize revenue potential. All food, beverages and confections sold or provided on the Premises must conform to all applicable municipal, state and federal laws and regulations.
- 7.2.2. The City of Coppel's patron base is very diverse with wide-ranging tastes from all-American fare to southeast Asian. Great attention must be given to providing eclectic menu options that appeal to diverse audiences.
- 7.2.3. Present for Coppel Arts Center approval all menus for Concessions but will be permitted to temporarily substitute menu items based on Operator's reasonable discretion.
- 7.2.4. Present for Coppel Arts Center approval all prices for Concessions to ensure that menu items represent good value for patrons.

## 7.3. Quality of Services

- 7.3.1. Provide highest quality, prompt, efficient and courteous service adequate to meet the reasonable standards on a fair, equal and non-discriminatory basis to all patrons.
- 7.3.2. Serve all food and beverage using china, silverware and glassware, except when service facilities limit the Operator to use of

disposable products. When using disposable products, the Operator must maximize use of compostable and recycled/recyclable paper and other products. All tablecloths and skirting shall be cloth, the color and quality subject to Coppel Arts Center approval.

7.3.3. Process Concessions transactions promptly and accurately and provide effective methods to reduce patron waiting time. Such methods may include pre-ordering using personal mobile technology or other devices so that paid for concession items can be placed at easily specified locations for patron pick-up.

7.3.4. Develop and maintain procedures for seeking and responding to feedback from Constituents and Licensees on Concessions and Catering Services. The Coppel Arts Center and Operator shall regularly review and evaluate services and shall meet quarterly to review Operator's performance.

#### 7.4. Sanitary and Safety Conditions

7.4.1. Maintain the Premises in a clean, sanitary and safe condition, free from rubbish, refuse, food scraps, soiled dishes and utensils, and garbage.

7.4.2. Ensure that all walls, floors, equipment, furnishings, counters, and other surfaces on the Premises are properly and consistently cleaned and sanitized.

7.4.3. Shall not allow boxes, cartons, pallets, barrels or similar items to remain in any area of the Premises and shall keep the Premises free from hazardous conditions. The Operator must inform Coppel Arts Center of any hazardous conditions on the Premises or in any other areas of the Center.

7.4.4. Provide Coppel Arts Center with copies of all state and county health inspection reports received by the Operator within 24 hours of receipt.

#### 7.5. Merchandising

Employ creative, effective and attractive merchandising methods to generate revenue. All signage and displays on the Premises as well as all advertising as it relates to the Center shall be approved in advance by the Coppel Arts Center.

#### 7.6. Sponsorships

Agree that the Coppel Arts Center retains the sole and exclusive right to negotiate sponsorship, advertising and pouring rights and arrangements for all food, beverage, confections and merchandise sold in the Center. At no time will Operator offer exclusive or non-exclusive product distribution rights to any supplier without the prior written approval of the Coppel Arts Center.

#### 7.7. Financial Controls

Enforce a program of financial controls to reduce the risk of losses of cash, inventory, supplies or equipment due to employee theft. The Coppel Arts Center shall have the right to periodically review these controls.

#### 7.8. Pricing

Obtain Coppel Arts Center approval for prices of any product or service offered for sale and any use of Operator's equipment on the Premises.

#### 7.9. Licenses and Permits

Obtain and maintain all necessary licenses, permits and other consents applicable to its operations on the Premises.

#### 7.10. Liquor License & Liquor Liability Insurance

Apply to the Texas Alcoholic Beverage Commission and pay all necessary fees and obtain the permits required for the legal sale of alcoholic beverages on the Premises. The Operator, at its sole expense, shall maintain throughout the term of the Agreement, all licenses and permits necessary for the sale and service of alcoholic beverages by the Operator at all events held on the Premises. At the termination of the Agreement, the Operator shall surrender and transfer all alcoholic beverage licenses for the Premises if, allowed by law, to the Coppel Arts Center or the succeeding Operator at no cost to the Coppel Arts Center or succeeding Operator. Operator must also provide liquor liability insurance, in addition to other required liability insurance per CoC requirements.

#### 7.11. Sustainable Foods

Use commercially reasonable efforts to incorporate sustainable food principles into everyday operations, including the use of local and organic produce from Coppel Farmer's Market vendors when available, use of products from Coppel-

based business, use of fair trade, locally roasted coffee, and use of local meat, cheese, and dairy vendors whenever possible.

## 8. PREMISES

### 8.1. Use of Premises

The areas and food and beverage facilities to be used by the Operator for the operation of Concession and Catering Services in the Center are described in Exhibit A. Exhibit A designates those spaces or areas for which Operator has been granted the exclusive right to provide Concession Services. It is understood that the Premises are the property of the City Coppel and that the Agreement does not give the Operator any leasehold interest in the Premises, but only a license to enter and use the Premises, as provided in the Agreement. The Operator shall:

- 8.1.1. As-Is Condition: Acknowledge and agree that the Premises, including City-Owned Equipment, are provided to the Operator in their “as-is, with all faults” condition, without representation or warranty of any kind, and subject to all applicable laws, rules and ordinances governing the use, occupancy and possession of the Premises.
- 8.1.2. Access Hours & Requirements: Have access to the Premises on a daily basis (except City holidays) from 7 am to 12 am to provide Concessions and Catering Services. The Operator shall provide advance notice to the Coppel Arts Center for access beyond these operating hours, and shall be responsible for all costs of access, including, but not limited to, reimbursement to the City of Coppel for overtime engineering and security costs.  
  
The Operator's employees and visitors shall comply with the Coppel Arts Center access rules and regulations, including: providing photo identification badges, entering and exiting specified doors while displaying identification, providing a list, which shall be periodically updated, of all of its employees working at the Premises, and notifying Coppel Arts Center immediately of any persons who should be denied entry.
- 8.1.3. Alterations: Not make or permit to be made any alterations, installations, additions or improvements (“Alterations”) in the Premises or Center property without advance written consent of the Coppel Arts Center. The Coppel Arts Center reserves the right at

any time to make Alterations to any areas or parts of its Center property.

- 8.1.4. Liens: Keep the Premises, and all equipment, fixtures, furnishings and personal property free from any liens arising out of any work performed, materials furnished, or obligations incurred by the Operator and shall reimburse the Coppel Arts Center for reasonable attorney's fees incurred in defense of proceedings to enforce/foreclose such liens.
- 8.1.5. Deliveries: Make deliveries during times that do not interfere with Center performances and other activities. Deliveries shall be made to specific building delivery entrances approved by the Coppel Arts Center.
- 8.1.6. Signs: Not erect signs on the Premises or in the vicinity thereof without express written approval of the Coppel Arts Center.
- 8.1.7. Unlawful Uses, Nuisances or Waste: Not use, occupy or permit the use or occupancy of the Premises in any unlawful manner, permit any offensive noisy or hazardous use or commit any waste on or about the Premises and shall take all precautions to eliminate any nuisances or hazards relating to its activities on the Premises.
- 8.1.8. Surrender of Premises: Upon termination of the Agreement, shall peacefully quit and surrender to the Coppel Arts Center the Premises in good order and condition as determined by the Coppel Arts Center, normal wear and tear and casualty beyond Operator's control excepted. The Premises shall be surrendered free and clear of all liens and encumbrances created or suffered by, though, or under Operator. Operator shall, immediately after the termination of this Agreement, remove all of the Operator's personal property from the Premises.

## 8.2. Equipment, Fixtures, Furnishings and Supplies

- 8.2.1. City-Owned Equipment, Fixtures and Furnishings: The Coppel Arts Center shall make available for Operator's use on the Premises all the City-owned equipment, fixtures and furnishings ("City-Owned Equipment"). The Operator shall: a) operate all City-Owned Equipment in a safe and correct manner; b) train all personnel on

the proper operation of City-Owned Equipment prior to use; c) be responsible for all regular and required maintenance and repair of City-Owned Equipment; d) surrender to the Coppell Arts Center, upon termination of Agreement, all City-Owned Equipment in good condition, except for reasonable wear and tear.

8.2.2. Operator-Owned Equipment, Fixtures and Furnishings: The Operator shall provide all other equipment, fixtures and furnishings not specified necessary for its operations. The Operator shall retain title to such equipment, fixtures and furnishings upon termination of the Agreement, except for such equipment, fixtures and furnishings provided by the Operator as part of its investment.

8.2.3. Operator-Owned Expendable Equipment and Supplies: The Operator shall furnish, maintain and replace all smallware, china, silver, linen, glassware, utensils and other such expendable equipment and supplies required for its operations. The Operator shall retain title to such expendable equipment and supplies.

### 8.3. Maintenance and Repairs

As noted above, the Operator shall be responsible for maintaining all City-Owned Equipment and all other equipment, fixtures and furnishings used in connection with the Agreement, including preventative maintenance and repairs through the term of the Agreement. Repairs shall be made at Operator's sole expense and by licensed contractors or qualified mechanics approved by the Coppell Arts Center and shall be performed in accordance with applicable laws, rules and regulations and shall not interfere with performances and other activities at the Coppell Arts Center. The Coppell Arts Center shall be responsible for the cost of repairs, replacement and maintenance of plumbing, electrical, HVAC, elevator and other Coppell Arts Center-owned equipment, fixtures and furnishings.

### 8.4. Utilities

The Coppell Arts Center shall provide the Operator all currently available utilities, including HVAC, water, sewer, electricity and steam for kitchen, provided the Operator does not waste the utilities provided, as determined by the Coppell Arts Center. The cost to repair or replace any utility service or lines damaged due to Operator's negligence shall be at the Operator's expense. The Operator shall maintain kitchen sewer lines to the satisfaction of the Coppell Arts Center and shall take all precautionary measures to assure that grease and other potentially hazardous or damaging materials are not discharged into the sewers.

### 8.5. Services

- 8.5.1. Scavenger Service/Garbage Disposal: The Operator shall be responsible for gathering, sorting and transferring all refuse, recyclable and compostable materials generated by its operations into appropriate containers in designated trash areas at least daily. The Operator shall comply with City requirements, including the use of compostable utensils, plates and napkins and shall participate in the City's Zero Waste Programs. The Coppell Arts Center shall provide scavenger service pick-up of all refuse, recyclable and compostable materials generated from such designated trash areas.
- 8.5.2. Pest Control: The Operator shall supply regular pest control service for its food service areas, including but not limited to kitchen areas, pantries, back bars and storerooms.
- 8.5.3. Custodial: The Operator shall maintain custodial services in a) the private portions of its Premises that include, without limitation: kitchen areas, pantries, passageways, storerooms, back bars, offices, fixed and mobile concession stations, and all equipment, fixtures and furnishings; and b) non-exclusive areas of its Premises that include removal of all garbage, bussing of all equipment and supplies generated by its operations after each performance or event. This includes gathering and disposing of cups in auditorium seating areas following those performances for which patrons are permitted to take beverages into the auditorium. In addition, the Operator shall perform spot cleaning of floors and upholstery, sweeping of trash, and cleaning of spilled substances in the Premises. The Coppell Arts Center shall be responsible for the cost of all general interior/exterior window-washing, major floor cleaning and shampooing of carpet, drapery cleaning and chandelier cleaning.

## 9. FINANCIAL ARRANGEMENTS

### 9.1. Concession and Catering Fees

The Coppel Arts Center anticipates that the Agreement will be structured as a commission agreement whereby the Operator pays to Coppel Arts Center, on a monthly basis, a percentage/s of Gross Receipts. However, the Coppel Arts Center will consider alternative structures. Accordingly, the Proposer may propose a Financial Proposal alternative to the commission-based agreement so long as it meets the goals of the Coppel Arts Center and provides justifications for its alternative structure.

Below is the proposed commission fee schedule:

#### Concessions:

Food, Non-Alcoholic Beverages, and Incidentals: 8.0%

Alcoholic Beverages: 15.0%

Corkage: 8.0%

#### Catering:

Food, Non-Alcoholic Beverages, and Incidentals: 20.0%

Alcoholic Beverages: 15.0%

Corkage: 8.0%

Other Sales: 8.0% (i.e., Operator's income from rental fees or charges for equipment, fixtures, furnishings, china, glassware, silverware, or other items owned by either Operator or Coppel Arts Center)

Off-Premises Catering (when Premises are used): 5.0%

In its evaluation of Proposer's submittal packages, the City of Coppel will evaluate financial considerations as well as other criteria. The City of Coppel intends to award the Agreement to the Proposer that it considers will provide the best overall Concessions and Catering Services in terms of quality, service and financial terms. The City of Coppel reserves the right to accept proposals other than those offering the highest fees.

### 9.2. Concessions Equipment Replacement Fund

In addition to the Concessions and Catering Fees to be paid to the Coppel Arts Center, the Operator shall be required to pay 0.75% of Gross Receipts into a Concessions Equipment Replacement Fund ("CERF Fee"). The Operator shall pay the CERF Fee on a monthly basis by placing such funds in a separate account controlled by the Coppel Arts Center. This fund shall be used to fund



replacement, major repair and refurbishment of, or improvements to, food and beverage equipment (excluding smallwares), furnishings and facilities, as agreed to by the Operator and the Coppel Arts Center. CERF Fee funds shall not be used for the Operator's maintenance and repair responsibilities. CERF funds shall be carried forward until the end of the Agreement at which time all unused funds shall immediately become the property of the Coppel Arts Center. All CERF improvements shall be the property of the Coppel Arts Center.

### 9.3. Operator Investment

The City of Coppel will require a minimum investment for improvements by Operator totaling \$50,000 ("Investment") over the Original and Renewal Terms of the Agreement. This will be used for additions and/or alterations to food and beverage service facilities to be determined and approved by the Coppel Arts Center with consultation from the Operator. The Original Term Investment and the Renewal Term Investment made by the Operator shall become the property of the Coppel Arts Center upon expiration of the respective full Original Term and the full Renewal Term.

### 9.4. Books, Records and Audits

The Operator shall:

- 9.4.1. Books and Records: Keep accurate and complete books and records of Gross Receipts in accordance with "generally accepted accounting principles," consistently applied, showing in detail all business transacted on the Premises. Upon the Coppel Arts Center request, Operator shall make available immediately all books, records and accounts pertaining to Gross Receipts under the Agreement.
- 9.4.2. Electronic Point-of-Sale (POS) System: Use computerized point-of-sale registers to record every sale and other transaction made on or from the Premises. The Coppel Arts Center shall have access to all sales and management reports including original POS reports.
- 9.4.3. Monthly Statements: Submit a monthly statement, concurrently with each payment of Concessions, Catering and CERF Fees, to the Coppel Arts Center and report of Gross Receipts signed and certified by the Operator as to its correctness, showing Operator's Gross Receipts by location and category for the preceding month. If requested by the Coppel Arts Center, Operator must furnish POS system transaction logs to the Coppel Arts Center.

- 9.4.4. Annual Statements: Deliver a statement within ninety days of the end of each of Operator's fiscal year showing Gross Receipts that have been certified by the Operator's Chief Financial Officer.
- 9.4.5. Texas State Sales Tax Report: Establish a separate Texas State Sales Tax account for its operations on the Premises and shall provide to the Coppel Arts Center a copy of every report filed with the Texas State Board of Equalization.
- 9.4.6. Financial Audits: If the Coppel Arts Center causes an audit of Gross Receipts to be performed and there is a deficiency in the Operator's payments to the Coppel Arts Center, Operator shall immediately pay to the Coppel Arts Center that amount of deficiency.

#### 10.1. PERSONNEL CONTINUITY AND REPLACEMENT

- 10.1.1. CoC recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the Food and Beverage Managers (see Section 7.1.1) will require the vendor to propose a replacement. In the event such a replacement is necessary, vendor agrees that personnel shall not begin work on the project without prior written approval from CoC.
- 10.1.2. If CoC determines the Food and Beverage Managers are unable to perform in accordance with the service requirements or to communicate effectively; the vendor shall immediately remove that person.
- 10.1.3. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to CoC. Resume and references may be requested for the proposed replacement(s). CoC may reject any replacement if references or past working performance is questionable or unfavorable. CoC will be the sole judge of the qualifications of the proposed replacement personnel.

#### 11.1. VENDOR PERSONNEL SAFETY

The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times.

## 12.1. WORK HOURS

Vendor employees shall adhere to an agreed upon work schedule. However, vendor employees shall be available to work on a modified work schedule during special conditions.

## 13.1. CONFLICT OF INTEREST

The vendor, vendor's personnel, and vendor's subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor's obligations regarding services authorized.

## 14.1. RESPONSE SUBMISSION

14.1.1. GENERAL FORMAT: The respondent shall submit one (1) signed and dated original (marked Original), one (1) copy of the original and should submit the document on a flash drive.

14.1.2. ORIGINAL RESPONSE: The City of Coppell shall review and evaluate all responses submitted for this request for proposal based upon, but not limited to, the following criteria, and weighted as noted below. Responses shall be organized and must include the Sections below, at a minimum:

14.1.2.1. Section 1 - Describe the company's background and experience in providing concessionaire and catering services.

14.1.2.2. Section 2 – Respondent Qualifications and Experience: The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience to include:

14.1.2.2.1. Primary contact information that CoC staff can contact any questions regarding the response submission.

14.1.2.2.2. A description of related or similar services performed within the last five (5) years.

14.1.2.2.3. Managing related or similar services of comparable size and scope to the services within the solicitation.

14.1.2.3. Section 3 – Key Personnel Qualifications and References:

The respondent shall provide resumes or brief profiles and references. References shall substantiate the number of years of

required experience of the individuals, including any subcontractors, who will be part of the respondent's personnel providing the service.

14.1.2.4. Section 4 – Describe in detail the proposed services (addressing Sections 6 through 9) that can be provided for the various types of events that are planned to occur at the Arts Center. The vendor should provide detailed descriptions of all services that would be deemed appropriate for various events.

14.1.2.5. Section 5 – Costs

The respondent shall detail and itemize the costs for the proposed services detailed in Section 4 above. If optional services are available, then those should be detailed, and costs provided. Optional services would include services outside the scope of concessionaire and catering services (e.g., parking management services, event-specific security services).

## 15.1. RESPONSE EVALUATION

### 15.1.1. STEP 1 – REVIEW OF RESPONSES BY PROCUREMENT SERVICES:

Only a complete response with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.

15.1.2. STEP 2 – INITIAL EVALUATION: A CoC evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent's ability to best satisfy CoC requirements. Respondent's submission is evaluated and scored on a weighted system to determine the best value as follows:

15.1.2.1. Respondent qualifications, experience and response will comprise 20% of the evaluation total.

15.1.2.2. Scope and Quality of Services offered will comprise 40% of the evaluation total.

15.1.2.3. Costs submitted for the solicitation requirements will comprise 40% of the evaluation total.

15.1.3. STEP 3 – PRESENTATION: CoC may request that selected respondents, including key personnel participate in a presentation.

15.1.3.1. The CoC evaluation committee will evaluate and score each presentation. All responses will be evaluated according to the respondent's ability to best satisfy CoC requirements.

15.1.3.2. Respondent and proposed key personnel should be prepared to address any questions that may be asked by CoC evaluators.

15.1.3.3. CoC reserves the right to continue discussions with selected respondent(s).

16.1. NEGOTIATIONS: Upon completion of presentation evaluation scoring, CoC reserves the right to enter negotiations with one or more selected respondents.

17.1. STEP 4 – BEST AND FINAL OFFER (BAFO): CoC reserves the right to request a BAFO from selected respondent(s).

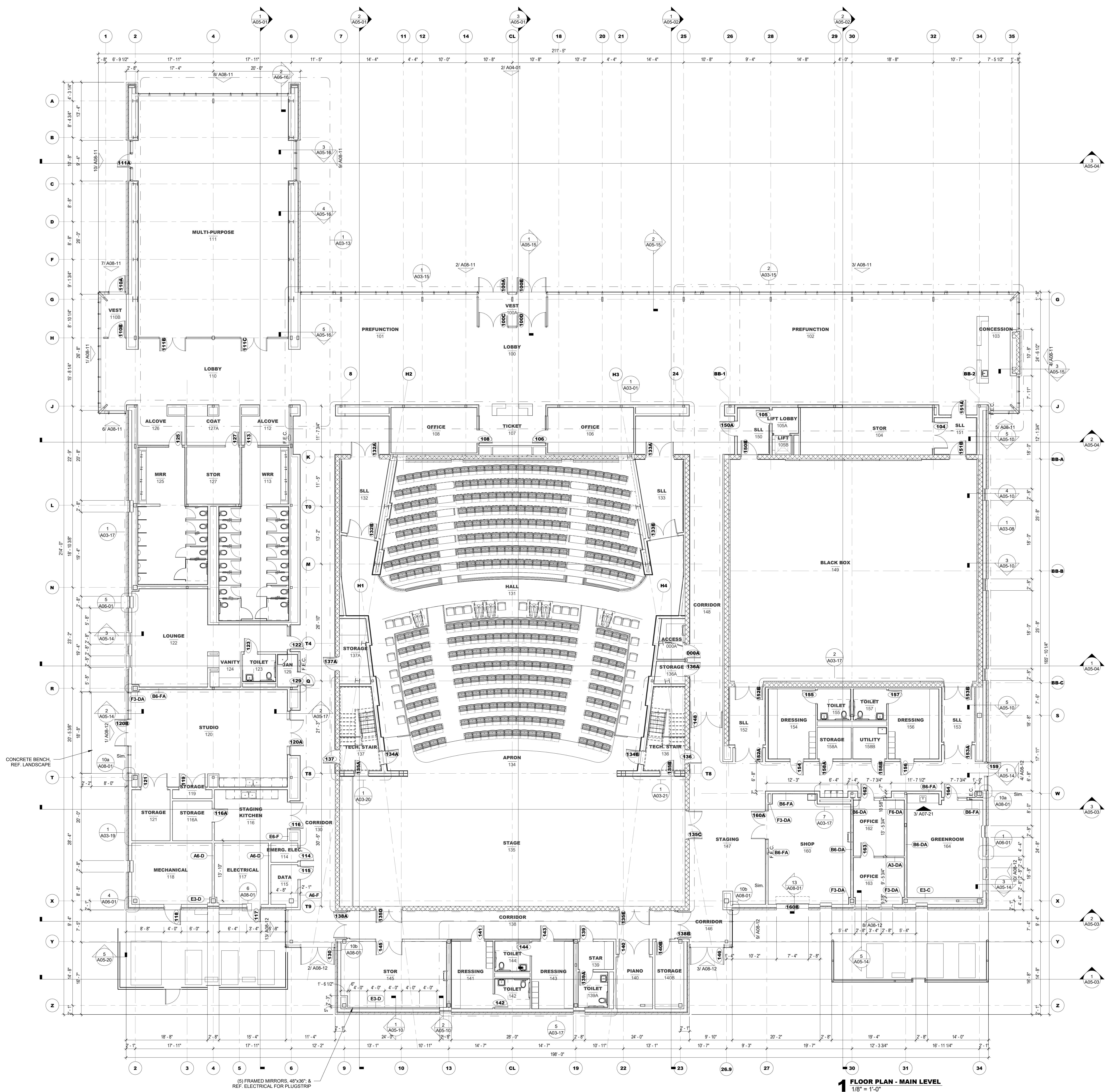
17.1.1. The respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. CoC will make the final determination on the best value.

17.1.2. CoC may award the purchase order for the service without requesting a BAFO.

#### 18.1. AWARD

CoC reserves the right to award a purchase order(s) to the company that provides the best value to CoC in performance of this service. CoC may award to a single vendor, multiple vendors, or use any combination that best serves the interest of CoC.

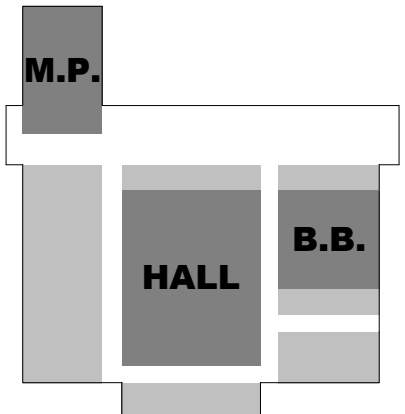
4/15/2019 11:14:49 AM A02-01 OVERALL FLOOR PLAN - MAIN LEVEL



ISSUES	
1	05.01.2018 ISSUE FOR BID
2	09.18.2018 ISSUE FOR CONSTRUCTION
3	
4	
5	
6	
7	
8	
9	
10	
REVISIONS	
1	09.18.2018 CHANGE ORDER 01
2	10.31.2018 CITY COMMENTS
5	03.22.2019 CCD 03

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**Mary K. Hart**  
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Date of issue:  
04.15.2019

OLD TOWN  
**ARTS**  
**CENTER**  
505 TRAVIS STREET - COPPELL, TEXAS - 75019



OVERALL FLOOR PLAN - MAIN LEVEL

JOB DATE 17008.0000 05.01.2018

**A02-01**

**1 FLOOR PLAN - MAIN LEVEL**  
1/8" = 1'-0"