

Galveston County Fair and Rodeo RFP-2018-001
Request for Proposal (RFP) for Galveston County Fair and Rodeo, Inc.
Main Concession Stand.

The Galveston County Fair and Rodeo, (hereinafter referred to as the "Fair") located at the Galveston County Fairgrounds, #10, Jack Brooks Road, Hwy 6, Hitchcock TX, is soliciting proposals in order to select an individual and/or businesses qualified to operate the main concession stand located between the Livestock Pavilion and the Rodeo Arena at the fairgrounds.

By submitting this RFP, the proposer agrees in advance that if it is selected as concessionaire, it agrees to enter into an agreement with terms set out in the Fair's Terms and Conditions listed below.

Proposers, legal counsel or anyone affiliated with the Proposer are prohibited from communicating or lobbying in any other manner about this proposal with any other Fair employee, elected official, or evaluation team member from the date of issuance of this request for proposal until the final selection. Other means of communications or contact may disqualify the Proposer.

RFP Terms and Conditions

A. This RFP does not commit the Fair to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the Fair, do not meet minimum requirements will not be reviewed. This RFP and the process it describes are proprietary to the Fair and are for the sole and exclusive benefit of the Fair. Any response to this RFP will become the property of the Fair. The Fair is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

B. It shall be the proposer's responsibility to review and verify the completeness of its proposal. The Fair may request additional information from any proposer at any time. The Fair may request to inspect properties or contact clients referenced in the proposer's proposal. The Fair also reserves the right to conduct investigations with respect to the qualifications of a proposer.

C. The concession agreement will be for the 2019 fair. The 2019 fair will commence on March 29th, 2019 and conclude on April 6th, 2019. Note: The Fair's Horse Show will be conducted prior to the opening date of the fair and it is expected that the concession be operational at that time.

D. All utility services are provided by the Fair (this does not include gas). The concession building is currently equipped with Fair owned equipment to allow operation of the concession. The selected proposer will be responsible for the operation, maintenance and cleaning of the equipment. Repair and/or replacement of any damaged equipment will be the responsibility of the selected proposer. Should the winning proposer feel it necessary to bring in their own additional equipment, they do so at their own risk. The Fair will not be liable for any damages or loss.

E. The selected proposer would be required to meet all state and local regulations in regards to food preparation and distribution, employee health and acquiring the necessary permit or permits.

F. Length of contract will be 1 year. After the 2019 fair, if both parties are agreeable, contract can be extended an additional year. To determine this, a meeting will be required to be held with the selected proposer and the executive board of the fair within 90 days of the end of the fair. The right of the Fair to revoke or renew the AGREEMENT is and

shall remain unconditional. Neither The Fair, nor any BOARD member, officer, or employee thereof shall be liable in any manner to selected proposer because of any action taken to revoke or renew the AGREEMENT.

G. The selected proposer must follow the guidelines of the Galveston County Fair and Rodeo Commercial Vendor rules and regulations during the term of the contract. A copy of these Rules will be provided. The selected proposer will be acting hereunder as an independent contractor and not as an agent or employee of the Fair. The selected proposer shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the Fair.

H. The selected proposer may only sell from the concession stand. No portable outbuildings, push-carts, stands, trailers, vehicles or vending machines will be allowed. Menu boards and company name signage may be posted on the exterior wall of the concession stand. No sub-letting or transferring any portion of the concession or contract. Selected proposer and its employees will be required to park any vehicles in the parking lot. No parking within the fence boundaries of the fair. Gate passes will be provided to selected proposer to allow entry to the fairgrounds during operating hours.

I. No Alcoholic Beverages or tobacco products of any kind to be sold, distributed or consumed by the selected proposer or their representatives/employees.

J. Selected proposer will be responsible for keeping the food service area and adjacent public seating area free of trash and litter. Trash must be bagged and available for pickup each night after hours.

K. The Selected proposer shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this AGREEMENT so as to prevent any lien or other claim under any provision of law from arising against any Fair property (including reports, documents, and other tangible matter produced by the Selected proposer hereunder), against the Selected proposer's rights hereunder, or against the Fair, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

L. Safety - Selected proposer shall correct safety deficiencies and violations of safety practices immediately after the condition becomes known or the Fair notifies Selected proposer of said condition. Selected proposer shall cooperate fully with The Fair in the investigation of accidents occurring on the PREMISES. In the event of injury to a patron or customer, Selected proposer shall act reasonably to ensure that the injured person receives prompt and qualified medical attention, and as soon as possible thereafter, Selected proposer shall cooperate with onsite medical staff and security in filling out an Accident or Illness Report. If Selected proposer fails to correct hazardous conditions specified by the Fair in a written notice, which have led, or in the opinion of Fair agents could lead, to injury, the Fair has the option of terminating the contract.

Concession Operations

Concession operations are a key component to the overall character of the fair. The selected party will be required to satisfy the following conditions as a part of the concession operations.

Personnel

The operator will be responsible for hiring the necessary personnel to conduct the daily operation of the concession stand. Selected proposer will, in the operation of the Concession Stand under the AGREEMENT, employ or permit the employment of only

such personnel as will assure a high standard of service to the public and cooperation with the Fair. All such personnel, while on or about the PREMISES, shall be neat in appearance and courteous at all times and shall be appropriately attired, with badges or other suitable means of identification. No personnel employed by selected proposer, while on or about the PREMISES, shall be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, or use inappropriate language, or engage in otherwise inappropriate or unlawful conduct. The operator will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, unemployment compensation, and workers' compensation. In addition, selected proposer, during the term of the AGREEMENT, agrees not to discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, national origin, ancestry, sex, age, physical handicap or sexual orientation.

Operating Hours

Operating Hours - Hours of operation will be, at a minimum, from 7am to 11pm, every day..

Concession Stand Availability

Selected proposer will have access to the concession stand one month prior to the fair for setup through one week after the fair for cleanup. Selected proposer shall provide their own padlock for the concession doors, providing three extra keys for the President and the executive board of the Fair.

Menu Items

The selected proposer is expected to serve quality food and drinks at a competitive price to meet the needs of the visiting fair and rodeo patrons. All menu items and pricing must be submitted to the Fair for approval prior to any product sales. At a minimum, the concessionaire must provide: BBQ (this includes sandwiches, sausage on a stick, BBQ plates, chipped beef, sliced beef, etc.), Hamburgers, French Fries, Nachos, Frito Pies, Hot Dogs, Chicken Strip baskets, Shrimp Baskets, Beverages (canned or fountain), Chips, peanuts and Candy. Additional items may be provided with prior approval from the Fair. Non-food items are excluded.

The 2019 fair will include two Lent Observed Fridays and the selected concessionaire is asked to provide additional items such as fried fish during those days for those patrons observing the non-meat requirements of Lent.

Required Elements of Proposal

1. Description of proposer's business structure, key staff, and their qualifications.
2. Description of proposer's relative experience in operating a concession stand including relative size of business operated.
3. Minimum of (2) relative references that demonstrate the proposer's experience in successfully operating and managing a similar type of business.
4. A sample menu including all items and pricing.
5. Proof of insurance.
6. Proposer's bid to operate the Main Concession Stand at the Galveston County Fair and Rodeo Fairgrounds for the 2019 fair. The bid may be a flat price amount or a percentage of the gross receipts. Note - if the bid is based on a percentage, a guaranteed minimum amount of \$5,000 must be included in the bid.

Gross Receipts Defined

The term "gross receipts" is defined to mean the total amount charged and received for the sale of any food or beverage for which a charge is made or credit is allowed, including all receipts, cash, credits, and property of any kind or nature during the operation of the concession

7. The selected proposer must remit their bid price to the Fair prior to taking possession of the concession stand. If the winning bid is based on a percentage, the guaranteed amount must be submitted by February 1, 2019, with the remainder being remitted within 15 days of the end of the fair. Cash register tapes shall be retained each day so that day to day sales can be identified.

Insurance

Without limiting Proposer's indemnification obligations, selected proposer shall procure and maintain, at its sole cost and for the duration of this contract, insurance coverage as provided below, against all claims for injuries against persons or damages to property which may arise from or in connection with the performance of the work hereunder by Proposer, its agents, representatives, and/or employees.

Insurance Coverage Required

The policies and amounts of insurance required hereunder shall be as follows:

(a) General Liability – Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability. The Galveston County Fair and Rodeo, Inc. shall be named as an additional insured under the General Liability Insurance for operations or services rendered under this agreement. All insurance policies shall be written by insurers qualified to do business in the State of Texas.

Indemnification

Selected Proposer shall indemnify, defend, and hold the Fair and Fair Personnel harmless from and against any and all actions, suits, claims, demands, judgments, attorney's fees, costs, damages to persons or property, losses, penalties, obligations, expenses or liabilities (herein "claims" or "liabilities") that may be asserted or claimed by any person or entity arising out of the willful or negligent acts, errors or omissions of Selected Proposer, its employees, agents, representatives in the performance of any tasks or services for or on behalf of The Fair, whether or not there is concurrent active or passive negligence on the part of The Fair and/or Fair Personnel, but excluding such claims or liabilities arising from the sole active negligence or willful misconduct of The Fair or Fair Personnel. In connection therewith: Proposer shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney's fees incurred in connection therewith.

Proposer shall promptly pay any judgment rendered against The Fair or any Fair Personnel for any such claims or liabilities.

In the event The Fair and/or any Fair Personnel is made a party to any action or proceeding filed or prosecuted for any such damages or other claims arising out of or in connection with the negligent performance or a failure to perform the work or activities of Proposer, Proposer shall pay to The Fair any and all costs and expenses incurred by The Fair or Fair Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

Proposals must be signed, in ink, by an individual duly authorized to bind the Proposer and must be sealed and labeled on the cover with the RFP title and Proposer's name. Proposals shall remain binding for 120 days from the date of proposal submission. All proposals are to be received by Wednesday, October 3, 2018, 4PM CST and submitted in a sealed envelope to: Galveston County Fair and Rodeo, Inc., Attn: Paul Tibaldo – Concession Stand Bid, RFP-2018-001. Mailing address is: P.O. Box 889, Santa Fe, TX 77510. Physical address is #10 Jack Brooks Road, Hwy 6, Hitchcock TX 77563. Any questions, please contact Melondy Bender, Fair Coordinator at 409-986-6010

The Galveston County Fair & Rodeo, Inc. is a registered 501 (c)(3) non-profit organization whose purpose is to serve the youth of Galveston County by promoting youth, education, and agriculture by supporting 4-H and FFA programs. The Galveston County Fair & Rodeo does not receive government funding from cities, county, state or federal agencies. Your support is greatly appreciated and we look forward to seeing you at the fair.