

# REQUEST FOR QUALIFICATIONS

**The City of Killeen**

## **RFQ 16-24 Golf Course Concession Services**



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City of Killeen, Texas  
Attn: Purchasing Division  
207A W. Avenue D  
Killeen, Texas 76541

### **RFQ SUBMITTAL DEADLINE:**

**August 2<sup>nd</sup>, 2016 3:00 p.m.**

TO ALL INTERESTED VENDORS:

The City of Killeen, Texas (“City”) is pleased to present a Request for Qualifications (RFQ) to parties interested in submitting qualifications to provide concessionaire services at the Stonetree Golf Club, and other areas if the City shall choose.

The RFQ will also be published on the following website: [www.killeentexas.gov/purchasing](http://www.killeentexas.gov/purchasing), Onvia DemandStar, and the Electronic State Business Daily. Interested parties are responsible for monitoring the website for information concerning the RFQ and any addenda issued. The City will not accept any RFQ submittals by facsimile or electronic transmission.

All questions or correspondence should be directed to the following email address:

Randy J. Jimenez, Purchasing Manager

Email: [RJJimenez@killeentexas.gov](mailto:RJJimenez@killeentexas.gov)

In the subject heading of the email, please type “RFQ 16-24 Questions”

The City is issuing this RFQ in accordance with applicable laws that allow an agreement with a private entity that displays demonstrated competence to perform concessionaire services. The City will review the qualifications received by the stated deadline in order to score and rank the submissions to determine the best fit for the City. The City reserves the right not to issue a contract and to cancel or modify this solicitation at any time the City deems that such measures are in the City’s best interest.

In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise obligated to reimburse, the costs incurred in preparation of this RFQ, or any other related costs. The prospective vendors shall be fully responsible for all costs incurred in the preparation and/or presentation of the RFQ submittals. The RFQ submittals will become the property of the City.

All qualifications shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Attorney General.

The City looks forward to reviewing your RFQ submittal and to working with the selected vendor in the successful development of concessionaire operations in the City.

Randy J. Jimenez  
Purchasing Manager

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# **RFQ SUBMITTAL DEADLINE AND DELIVERY LOCATION**

**One original and three copies** of the sealed RFQ submittals must be received and time stamped by **Tuesday, August 2<sup>nd</sup>, 2016 at 3:00 pm.** Sealed RFQ submittals will only be accepted at the following location:

Delivery Address:

City of Killeen  
Purchasing Division  
207A W. Ave D  
Killeen, Texas 76541

It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives at the above location by the specified deadline regardless of the method chosen by the firm for delivery. Faxed or electronically transmitted RFQ submittals will not be accepted in response to this RFQ.

Point of Contact -- The City of Killeen designates the following as its representative and point of contact for this RFQ. Firms and interested parties shall restrict contact with City of Killeen staff and direct questions regarding this RFQ to the following Point of Contact:

City of Killeen  
Purchasing Department  
Attn: Randy J. Jimenez  
E-mail: RJimenez@killeentexas.gov  
Phone: 254-501-7729

All questions should be in written format to the above listed email address, and in the subject line of the email list "RFQ 16-24 questions". **The deadline for questions is Wednesday July 27<sup>th</sup>, 2016 @ 3:00 p.m.**

It is the City's desire for this contract to start as soon as possible. The contract shall remain in place for three (3) years with a renewal option of two (2) additional one year terms. Such renewal shall be at the rate(s), terms, and conditions agreed to in writing by both parties at least 90 days before the expiration date.

# SCOPE OF WORK

The City of Killeen, Texas (“City”) is requesting qualifications from qualified food and beverage service vendors to provide services at Stonetree Golf Club.

Stonetree Golf Club is a municipally owned and operated golf course with over 50, 000 rounds played annually. In addition, Stonetree Golf Club hosts over 40 golf tournaments on an annual basis.

The food and beverage services will include, but will not be limited to:

## HOURS OF OPERATION

- 7 days a week operation – 364 days, Closed Christmas day
- 7 am – 8 pm daily minimum requirements

## FACILITY

- Total responsibility of Clubhouse with the following areas excluded:
  - Pro Shop
  - General Manager Office
  - Admin Asst. Office
  - Pro Shop Office area
- Rooms included in Clubhouse for operator control / scheduling include the following:
  - Community Room Upstairs
  - Main Dining
  - Bar Dining
  - Board Room 1 & 2
  - Patio and Patio House
  - Front Circle
    - The chosen vendor is responsible for the set-up, service and cleaning of the aforementioned areas

## BEVERAGE CART

- Beverage Cart required to be in operation 7 days a week
- Beverage Cart minimum hours of operation are as follows:
  - Monday – Friday 8 am – 11 am
  - Monday – Friday 4 pm – 8 pm (daylight savings, reduced to 6:30 pm during short days)
  - Saturday – Sunday 8 am – 8 pm (daylight savings, reduced to 6:30 pm during short days)

## CUSTODIAL

- Vendor will be responsible for custodial / cleaning of all the outlined areas of responsibility in this agreement

## FACILITY IMPROVEMENTS

- Chosen vendor may submit plans for clubhouse improvements to various areas and negotiate exchange of improvements for waiving of fees equal to monthly rental rates

## FACILITY RENTALS

- Chosen vendor will have the option to schedule events in all rooms of the clubhouse under their control. Events such as weddings, rehearsal dinners, musical performances etc.
- Vendor must submit a rental rate list of all rooms to the City for approval.
- All events must not conflict with the ability to provide food and beverage services to golf patrons.
- Any and all scheduled events at the clubhouse must comply with all city rules/regulations/ordinances.
- Chosen vendor will have the exclusive right to provide food and beverage at all events at Stonetree Golf Club and Clubhouse.

## ALCOHOL SALES

- Chosen vendor must obtain wine and beverage license from TABC within 90 days of the contractual agreement being signed. Vendor will be the sole provider of ALL beer/wine sales at the golf course.

## MENU

- Chosen vendor must provide a food menu that features breakfast, lunch and dinner options.

## GOLF TOURNAMENTS

- Chosen vendor will be the exclusive food and beverage provider for all golf tournaments at Stonetree Golf Club.
- The chosen vendor may allow tournament host to opt out of food at their respective event and utilize an outside vendor at a rate of \$5 per player.
- Vendor will establish a tournament pricing package that will be advertised and available for prospective tournament host to review and purchase.

## STAFF

- The chosen vendor will be required to have a minimum of two employees on duty during all hours of operation. One kitchen staff and one wait staff at minimum during all hours of operation.
- The kitchen and wait staff are not inclusive of the beverage cart staff. Hours established for beverage cart operation would require three staff on duty.

## ALLOWANCES

- Beverage cart provided by Stonetree Golf Club.
- All utilities paid.
- Facility maintenance (not custodial) provided by the City.
- All existing kitchen equipment conveys.

## INTERNET

- Chosen vendor will establish and maintain a website featuring the menu for food and beverage and pricing for facility rentals

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 – Business model & track record
- Services – ability to provide diverse food and beverage operation
- Customer Service – staffing model
- Maintenance and Upkeep
- Food Handlers’ Permit
- Special Event Coordinator

Tentative Timeline Dates

- |   |  |
|---|--|
| • Advertisement Dates:                                | Sunday, July 17 <sup>th</sup> , 2016       |
|   | Sunday, July 24 <sup>th</sup> , 2016       |
| • Deadline for questioning (no later than 3:00pm):    | Wednesday, July 27 <sup>th</sup> , 2016    |
| • RFQ deadline (no later than 3:00pm):                | Tuesday, August 2 <sup>nd</sup> , 2016     |
| • Determine most qualified vendor:                    | Friday, August 12 <sup>th</sup> , 2016     |
| • Submit contract to Council for approval to proceed: | Tuesday, September 13 <sup>th</sup> , 2016 |

# QUALIFICATIONS/CONTENT REQUIREMENTS

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

Each vendor shall submit an original and three (3) copies of its RFQ submittal on letter (8½ x 11) sized paper and spiral bound with all pages sequentially numbered and in a sealed package. Please do not submit your qualifications in ringed binders. All criteria sections and subsections need to be separated with 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 6 pages):
  1. Company name, address, telephone number and email 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 email address of primary point of contact for the company that will be managing or coordinating the business.
  3. All vendors shall submit a business plan outlining the method of providing service to include number of personnel, food delivery methods, and menu concepts. (hypothetical menus).
  4. Provide proposed time table for occupancy of the facilities after a concession agreement is approved.
  5. Include any requirements for electricity, telephone or other utility connections.
- Executive summary (maximum of 2 pages)
- Key personnel qualifications
- Legal qualifications (Food Handlers’ Permit, etc.)
- Detailed summary of prior concessionaire services with reference information: Vendors shall submit at least three (3) businesses as references.

This could 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 months.

- Completed Conflict of Interest Form.
- Summary of current or past food- and beverage-related litigation pursued by or brought against your vendor 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.
- Signed acknowledgement of this RFQ, each page must be initialed and submitted with your qualifications. The Terms and Conditions page shall be completely filled out and signed.
- Addenda.

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. All Addenda will be posted at [www.killeentexas.gov/purchasing](http://www.killeentexas.gov/purchasing), Onvia DemandStar, and the Electronic Business Daily.

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 or all RFQ submittals and to conduct studies and other investigations, as necessary, to evaluate the RFQ submittal and complete interviews with the vendors, as part of the evaluation phase.

## EVALUATION CRITERIA

An evaluation committee (“Committee”) will evaluate the submitted qualifications. The Committee will evaluate qualifications from all vendors that successfully submitted their qualifications by the due date and time stated. The committee will determine the most competent and qualified vendor.

During the evaluation process, the Committee and the City reserve the right, where it may serve the City’s best interest, to request additional information or clarifications from submitting vendors or to allow corrections of errors or omissions. At the City’s discretion, vendors submitting qualifications may be requested to make oral presentations or one-on-one interviews as part of the evaluation process.

In evaluating the RFQ submittals, the City is particularly interested in vendors demonstrating competent, timely, functional and cost effective methods to deliver concessionaire services. The City expects the RFQ submittal to provide adequate information about the vendor’s organizational structure and all designated key personnel who will be involved in any potential project. The vendor must include in its RFQ submittal specific concessionaire- and/or -related detailed summaries and an overall service plan presenting its strategy on delivering the best products and services with sufficient information to evaluate the “most qualified and competent” vendors.

A weighted percentage for each evaluation criteria has been established. The Committee will review the qualifications of the submitting vendors and score each submission to find the best vendor that best fits the City’s needs.

RFQ’s will be evaluated on a weighted percentage for each evaluation criteria as established below:

1. Demonstrated experience in providing concessionaire services (25 points)
2. Capability to perform all aspects of the concessionaire and/or services either directly or through sub-consultants (15 points)
3. Quality and competence of work on concessionaire and/or services previously undertaken (15 points)
4. Key personnel professional background and experience (10 points)
5. Familiarity with and proximity to the geographic location of the City of Killeen (10 points)
6. Method of approach to the concessionaire services to include but not limited to, program schedule, approaches to providing concessionaire services, methods of determining concessionaire cost estimates and schedules (10 points)
7. Demonstrated understanding of the potential problems inherent with concessionaire services and methods of approach for resolution (5 points)
8. Projected workload that will potentially run concurrent with the concessionaire services that will affect the vendor’s ability to adequately staff these projects (5 points)
9. A qualification package completed in accordance with requirements stated in the RFQ (5 points)

The City will select the most qualified vendor to negotiate and enter into a contract relating to concessionaire services. Participation in any interview phase will not provide assurances that any vendor will be awarded any contract. Contracts will be awarded based on negotiations with the most qualified and competent vendor for any given concessionaire services for a fair and reasonable price, and shall be subject to the approval of the City Council. All lease/concession agreements will be executed by the City Manager on behalf of the City.

## **CITY OF KILLEEN, TEXAS RESERVATION OF RIGHTS**

In connection with the RFQ, the City of Killeen reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, and with or without cause and with or without notice, the right to:

1. Cancel this RFQ, in whole or in part at any time before the execution of a contract by the City of Killeen, without incurring any cost, obligations or liabilities.
2. Issue addenda, supplements, and modifications to this RFQ.
3. Revise and modify, at any time before the RFQ submittal due date, the factors and/or weights of factors the City will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
4. Extend the RFQ submittal due date.
5. Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
6. Require additional information from a firm concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
7. Waive or permit corrections to data submitted with any response to this RFQ until such time as the City declares, in writing, that a particular stage or phase of its review of the responses has been completed or closed.
8. Reject at any time, any or all submittals, responses and RFQ submittals received.
9. Terminate, at any time, evaluations of responses received.
10. Appoint an evaluation committee to review RFQ submittals or responses, make recommendations and seek the assistance of outside technical experts and consultants in RFQ submittal evaluation.
11. Hold interviews and conduct discussions and correspondence with one or more of the firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.
12. Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

13. Disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act.
14. Authorize firms to substitute key personnel until the City declares, in writing, that a particular stage or phase of its review has been completed and closed.
15. Waive deficiencies in an RFQ submittal, accept and review a non-conforming RFQ submittal or seek clarifications or supplements to an RFQ submittal.
16. Disqualify any firm that changes its RFQ submittal without the City's authorization.
17. Exercise any other right reserved or afforded to the City of Killeen under this RFQ. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

CITY OF KILLEEN, TEXAS  
GOLF COURSE CONCESSION SERVICES

GENERAL TERMS AND CONDITIONS

1. Operator Responsibilities

- A. It is recommended that the operator visit the site and make an examination of the spaces and/or equipment necessary to perform the service. The operator shall carefully examine these specifications and secure from the City additional information, if necessary, that may be requisite to a clear and full understanding of the work desired.
- B. The operator shall be responsible for damage to the City's equipment and/or the workplace and its contents, by its work, negligence in work, its personnel and equipment. The operator shall be responsible and liable for the safety, injury and health of its working personnel while its employees are performing service work.
- C. 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 background check within 90 days of the start date of this contract.
- D. 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 / polo that will identify the operating entity. Employees shall wear denim jeans/shorts or khaki pants/shorts. All shirts worn by employees will be worn tucked inside the pants/shorts. Employees shall not wear headwear that is not in accordance with a standardized uniform that will be worn by all employees.
- E. The City of Killeen, Texas is committed to maintaining an alcohol and drug-free workplace. Possession, use or being under the influence of alcohol or controlled substances by operator's employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this service.
- F. 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.

- G. This contract 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 sub-contracting of services by the operator. The city has the exclusive right to sub-contract for additional food services.
- H. This contract may be cancelled, without penalty, by either party 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 contract, the operator will need to fully vacate all facilities covered under this contract, to include all equipment and product, within 60 days.
- I. The operator agrees to indemnify and save harmless the City of Killeen, Texas, its agents and employees from all suits, action or claims and from all liability and damages 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.
- J. 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 food handler's license.
- K. 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.
- L. 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 concessions operations.

- M. This contract shall be governed by the laws of the State of Texas and the venue shall be in Bell County.
- N. The operator shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals 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.
- O. 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 as soon as possible. This contract shall remain in effect for two (2) years. The service may be renewed for up to three (3) additional one (1) year terms. The City has the option of reviewing all fixed rental rates to determine any new rates prior to any term renewal. Such renewal shall be at the rate(s), terms and conditions agreed to in writing by both parties at least ninety (90) days prior to the expiration date.
- P. 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 Operator Duties

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

- A. The operator agrees to operate one restaurant at Stonetree Golf Club. Food and drink items sold will include, but not be limited to bottled water, sports drinks, carbonated beverages, popcorn, nachos, hot dogs and prepackaged potato chips. 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.
- B. The Stonetree Golf Club food and beverage operation has the following items available for use to the operator:
  - 1 – 6' Prep tables with 2 wire shelves below
  - 1– 6' Prep Table with Upper Shelf and 2 wire shelves below

- 1 – 6' Equipment table with lower shelf
- 1 – 3' Equipment Table with lower shelf
- 1 – 2' Equipment Table with lower shelf
- 1 – Gas 2 Burner Spider Unit
- 1 – 36" Gas 2 Burner Flat Top Griddle
- 1 – 36" Gas 2 Burner Char Grill 4 grate
- 1 – Gas Deep Fryer 2 Basket
- 1 – 48" 2 Door Sandwich Prep Cooler
- 1 – 3 Door Freezer
- 2 – 6' Stainless Wire Rack Shelving Units
- 1 – 4 Well Electric Steam Table
- 1 – Hot Dog Roller w/ Sneeze Guard
- 1 – Microwave
- 1 – Snack Display Rack
- 6 – Chafers with 4" Water Pan – 2" serving Pan & Covers
- 2 – Dish Washer Table Tray Racks
- 1 – 36" Mop Sink/hand wash area
- 1 – 3 well Dish Sink

Equipment will also include grills, vent hoods and suppression systems, refrigeration equipment, sinks and other equipment necessary to provide complete operation of the food and beverage operation. Operator agrees to provide any additional equipment, supplies, and qualified personnel necessary for the operation of food and beverage services during all regularly scheduled business hours. The vendor will be required to perform regularly scheduled maintenance on all city owned/provided equipment utilized as part of the food and beverage operations. It will be the responsibility of the vendor to maintain the equipment and notify the city immediately of any damages.

- C. The city is not responsible for the loss of product due to electrical outages.
- D. Operator is responsible for the maintenance of said food and beverage area. Furthermore, operator agrees to undertake any and all repairs necessary for the safe and continued operation of said area. The operator shall not make any structural alternatives, repairs, or improvements to the premises, without written permission from the Director of Golf.
- E. Operator agrees to be responsible for any equipment, inventory or other personal property left in the food and beverage area.
- F. Food and beverage operator shall be responsible for all trash associated with the food and beverage operation. Such trash/debris must be removed on a daily basis by the food and beverage operator. Trash is to be placed in trash bags and placed in the site dumpsters on a daily basis. No trash is to be left overnight in the facility or in bags sitting outside the facility.
- G. Operator agrees to operate the food and beverage operation during all scheduled events during the term of the agreement. It is 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 City of Killeen agrees to notify the operator no less than two days prior to an event of the anticipated scale and time frame of the event.

- H. The operator understands that proposed dates of activities are an estimate and may be altered.
- I. The operator understands that the aforementioned playing/activity dates and number of participants/attendees is based on previous year's totals and may be significantly higher or lower.
- J. The Operator will be the exclusive provider for alcoholic beverages.
- K. Operator will place a personal lock on the food and beverage area and provide a minimum of two (2) keys to the Director of Golf. Stonetree Golf Club retains the privilege of access to the area for routine maintenance, inspection and emergencies.
- L. A pre- and post-inspection of the facilities shall be performed by the operator and a Stonetree Golf Club supervisor. All building discrepancies and deficiencies shall be recorded during this inspection.
- M. The Director of Golf may at any time for just cause order the entire food and beverage area or any portion thereof closed down. Just cause shall include, but not be limited to the protection of the public. Written notice of such mandatory closing shall be provided by the Director of Golf to the service provider 72 hours prior to the effective mandatory period of cease in services unless such notice is impractical because of an emergency.
- N. Operator agrees to secure any necessary permits or consents required by virtue of its activities, and that all service and preparation areas shall conform to relevant standards established by the Texas Department of Health, the Bell County Health Department and the City of Killeen.
- O. The City agrees to pay all utilities.
- P. All food and beverage signage will be professionally prepared and provided by the operator. All signage shall be approved by the City.

### 3.0 Compensation

Operator will pay \$2000 per month to the city for each month of operation as listed in the contract for the first year. Each subsequent year the payment will be increased by 10%. Monthly payments will be due on the 15<sup>th</sup> of each month.

#### 4.0 Insurance

All Bidders shall have the appropriate amount of insurance while delivering the items once awarded, this coverage shall be present as to cover all losses up until the City accepts the items in writing.

##### A. Comprehensive General Liability and Property Damage Insurance.

The Bidder shall take out and maintain during the life of the 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 item under the contract, whether such operations be by the Bidder or by a subcontractor or by anyone directly or indirectly employed by either of them, and the minimum amounts of such insurance shall be as follows:

###### Bodily Injury.

- (1) Each Occurrence - \$500,000
- (2) Annual Aggregate - \$1,000,000

###### Property Damage Insurance.

- (1) Each Occurrence - \$500,000
- (2) Annual Aggregate - \$1,000,000

##### 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

#### 5.0 Relationship of Parties

The parties intend that the operator, in performing services specified in this agreement, shall act as an independent contractor and shall have control of his work and the manner in which it is performed. Operator shall be free to contract for similar services to be performed for other employers while he is under contract with the City. Operator is not considered an agent or employee of the City, and is not entitled to participate in any benefits that the City provides for its employees.

Estimated number of days until start of service after award of contract: \_\_\_\_\_

COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT: \_\_\_\_\_ PHONE: \_\_\_\_\_

TITLE: \_\_\_\_\_ FAX: \_\_\_\_\_

Qualification documents must be complete when received by the Purchasing Office. Name, address and telephone number must be provided.

# CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ

Chapter 76 of the Texas Local Government Code requires certain persons who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (FORM CIQ). These laws are codified in Chap. 176 of the Texas Local Government Code.

## What vendors/persons are subject to Chapter 176?

The word “person” includes a partnership, corporation or other corporate body, including those performing professional services. Such partnerships or corporations act through individuals, but it is the partnership or corporation that would be seeking to do business with the city.

- Any “person” who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- An agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity
- A vendor shall file a completed conflict of interest questionnaire if the person has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with an officer of that local governmental entity, or a family member of the officer that results in taxable income exceeding \$2,500 during the 12 month period preceding the date a contract is executed or a contract is being considered; Local government officer means a member of the governing body, a person designated the executive officer or an agent (including an employee) who exercises discretion in the planning, recommending or contracting of a vendor. or
  - (2) has given an officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value of more than \$100 in the 12 month period preceding the date a contract is executed or a contract is being considered.

## What triggers the requirement to file a “conflict of interest questionnaire”?

When a person begins (1) contract discussions or negotiations with the city or (2) submits an application, response to request for proposals or bids, correspondence, or another writing related to a potential agreement, Form CIQ must be completed. Whether the person initiates the discussion or the city initiates the discussions, Form CIQ must be completed. Even if the vendor has no affiliation or business relationship with an officer or employee of the city, Form CIQ must be completed and submitted.

## To what type of contracts does the bill apply?

Any written contract and any implied contract, such as purchase orders, procurement card purchases, utility purchases, or any exchange of money or other consideration for some service or property. The monetary amount or value of the contract/purchase does not matter.

## When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the person: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment relationship with a local government officer or family member of the officer, or (d) becomes aware of a qualifying gift.

## What has to be revealed?

Section 176.006 requires disclosure of a person’s employment or business relationships. This includes each employment or business relationship with a corporation or other business entity with respect to which a local government officer services as an officer or director or holds an ownership interest of 10% or more.

**How do I go about filling out the Conflict of Interest Questionnaire form?**

Each number below corresponds with the number on FORM CIQ:

- 1. Fill in the full name of the person who is trying to do business with the City. If the person is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ.
- 2. Check box if the form is an update to a form previously completed. Updates are required by the 7<sup>th</sup> business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Killeen or begins contract discussions or negotiations with the City.
- 3. Complete this Section by listing the name of the local government officer (member of City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation to or business relationship and you checked the "Yes" box in Section 3 A, B, or C.

If there is more than one local government officer (City Council, City Manager or an employee who exercises discretion in the planning, recommending or contracting of a vendor) with whom there is an affiliation or business relationship, more than one page two may be needed to provide information on each local government officer.

- 4. State whether the local government officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.
- 5. State whether the filer receives or is likely to receive taxable income, other than investment income, from or at the direction of the local government officer named on the form AND the taxable income is not received from the local governmental entity.
- 6. State whether the filer is employed by a corporation or other business entity with which the local government officer serves as an officer or director or holds an ownership interest of 10% or more.
- 7. Describe each employment or business relationship with the local government officer named on the form.
- 8. Signature box. Person completing form must date and sign the form. If the form is being completed for a corporation, partnership, etc. The person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

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

**FORM CIQ**

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.

<b>OFFICE USE ONLY</b>
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

Adopted 8/7/2015

# REFERENCES

List three public administration references for whom you have provided similar services:

Reference #1

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

Address \_\_\_\_\_  
\_\_\_\_\_

Type of Business \_\_\_\_\_

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

Telephone and Fax #'s \_\_\_\_\_

Reference #2

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

Address \_\_\_\_\_  
\_\_\_\_\_

Type of Business \_\_\_\_\_

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

Telephone and Fax #'s \_\_\_\_\_

Reference #3

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

Address \_\_\_\_\_  
\_\_\_\_\_

Type of Business \_\_\_\_\_

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

Telephone and Fax #'s \_\_\_\_\_

**Texas Public Information Act**  
**Steps To Assert Information Confidential or Proprietary**

All bids or proposals, data, and information submitted to the City of Killeen are subject to release under the Texas Public Information Act (“Act”) unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

**In signing this form, I acknowledge that I have read the above and further state:**

- The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.
  
- The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: \_\_\_\_\_ and any information contained on page numbers not listed above may be immediately released to the public if required under the Texas Public Information Act.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



# EVALUATION CRITERIA

Name of Vendor: \_\_\_\_\_

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

Primary Point of Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Item	Criteria	Value	Score
1	Demonstrated experience in providing concessionaire services/compensation to the City of Killeen	25	
2	Capability to perform all aspects of the concessionaire and/or services either directly or through sub-consultants	15	
3	Quality and competence of work on concessionaire and/or services previously undertaken	15	
4	Key personnel professional background and experience	10	
5	Familiarity with and proximity to the geographic location of the City of Killeen	10	
6	Method of approach to the concessionaire services to include but not limited to, program schedule, approaches to providing concessionaire services, methods of determining concessionaire cost estimates and schedules	10	
7	Demonstrated understanding of the potential problems inherent with concessionaire services and methods of approach for resolution	5	
8	Projected workload that will potentially run concurrent with the concessionaire services that will affect the vendor's ability to adequately staff these projects	5	
9	A qualification package completed in accordance with requirements stated in the RFQ	5	

TOTAL SCORE \_\_\_\_\_

Rate each criteria item between 1 and the maximum value indicated for the item based upon how strong this proposer is for that item or how well it ranks against other similar type business proposers for the particular item. The total of all item scores for each vendor will be used to determine the overall rank order of the vendor by each member of the selection committee. The sum of the rank order of vendors by each committee member will be used to determine the vendor(s) that may be selected for contract negotiations for the business opportunities offered by this RFQ.

Individual making evaluation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_