



## **Request for Proposal, 24MCO637 Open Catering & Alcohol Services and Closed Concession Services**

**Date Required: Monday September 30, 2024**

**Time Required: 10:00am Local Time**

### **INTRODUCTION:**

Midland County, hereafter called County, invites sealed proposals from interested qualified Vendors, hereinafter called Vendors, to provide catering, alcohol, and concession services for events at the Midland County Horseshoe Event Center. The following pages provide general information about the requirements and specifications for the package.

Vendor will provide concession services for all events requesting these services. The lessee hosting an event at the Horseshoe will be given the Vendor's information as the preferred in-house caterer & alcohol service; however, the lessee is allowed to select other caterers. The lessee will be responsible for paying Vendor for their services.

This request for proposal ("RFP") is part of a competitive procurement process which provides qualified vendors with a fair opportunity for their commodities and services to be considered, and to provide information concerning their expertise and experience in providing similar services to other customers. The RFP process provides a competitive negotiation platform, wherein price or cost is not the sole determinative factor. This process, designed to best serve the interests of the County, allows the County the flexibility to negotiate with interested, qualified Vendors (following designation by the Commissioners Court, one at a time) to arrive at a mutually agreeable relationship.

### **MANDATORY PRE-BID MEETING:**

To ensure that all vendors have complete information prior to submitting a proposal, a pre-proposal conference is scheduled for **Thursday September 12, 2024 at 10:00am** at the Horseshoe Pavilion, 2514 Arena Trail Midland, TX 79701. All attendees will meet in the Business Office.

### **QUESTIONS:**

If further information is required, please contact the Midland County Purchasing Department. All requests for information must be submitted in writing. Responses to all questions received will be sent to each Vendor known to have copies of the Request for Proposal. Requests for information may be faxed to 432-688-4914 or e-mailed to [pur103@co.midland.tx.us](mailto:pur103@co.midland.tx.us). All questions should be submitted on or before **5:00pm on Monday September 16, 2024**. Questions received after said date and time will not receive a response. Answers and clarifications which are considered to materially change the solicitation will be issued as written addenda to the original RFP and will be posted to the Midland County website at [www.co.midland.tx.us](http://www.co.midland.tx.us) Solution providers are responsible for ensuring all answers to questions

are reviewed prior to bid submittal and that all issued added are properly acknowledged with their submitted proposal response. Midland County will not be responsible for any verbal exchange between the vendor and an employee of Midland County.

**COPIES AND RECEIPT:**

Please submit one (1) original, three (3) copies, and an electronic copy on USB drive of the proposal. **An executed copy of the Proposal Affidavit SIGNED AND NOTARIZED (Page 7) must be included in each submission.** Please note that if no Proposal Affidavit is included, the response will be rejected. Midland County is exempt from all state and federal taxes. Tax exempt certificates are available upon request.

All responses should be submitted in a sealed envelope, marked on the outside,

**24MCO637 OPEN CATERING & ALCOHOL AND CLOSED CONCESSION SERVICES FOR HORESHOE**

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**Company Name**

Responses must be received by **10:00am Local Time on Monday September 30, 2024.** Late proposals will be rejected and returned without being opened. The clock in the Purchasing Agent's office is the official time piece for this submission. If interested, Vendors may use mail or express systems to deliver their proposal to the Purchasing Department; they should ensure that they are tendered to the carrier in plenty of time to reach the Purchasing Department by the time and date required. Facsimile transmitted proposals shall not be accepted.

**SUBMISSION LOCATION:** All bids which are mailed, shipped, delivered, etc. should be addressed as follows:

**Midland County Purchasing Department**  
Midland County Courthouse  
Attention: Kristy Engeldahl, Purchasing Agent  
500 N. Loraine Street, Suite 1101  
Midland, Texas 79701

**DOCUMENTATION SUBMISSION:**

The respondent must submit all required documentation. Failure to provide requested information may result in rejection of the proposal.

**ALTERATION OF PROPOSAL:**

A proposal may be altered, modified or amended by a Vendor at any time, prior to the time and date set forth above as the submission deadline. Alterations, modifications or amendments to a proposal must be made in the offices of the Purchasing Department. Any interlineations, alteration or erasure made on a proposal before the submission deadline must be initialed by the signer of the proposal, guaranteeing authenticity. A proposal may not be altered, modified or amended after the submission deadline.

**WITHDRAWAL:**

A proposal may not be withdrawn or canceled by the respondent for a period of sixty (60) days following the date designated for the receipt of proposals, and respondent so agrees upon submittal of their proposal.

**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. Vendor is required to sign affidavit form included in Proposal documents.

**SILENCE OF SPECIFICATIONS:**

The apparent silence of these specifications as to any detail of the apparent omission from it 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.

**CONFIDENTIALITY:**

Contents of the proposals will remain confidential until the contract is awarded. At that time the contents will be made public under the Texas Public Information Act; except for any portion of a proposal which has been clearly marked as a trade secret or proprietary data (the entire proposal may not be so marked). Proposals will be opened, and the name of the firm submitting the proposal read aloud, acknowledged, at **10:05am on Monday September 30, 2024**, in the Purchasing Department Conference Room located in the Midland County Courthouse, Suite 1101. All respondents or other interested parties are invited to attend the opening.

Vendors are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

**ADDITIONAL INFORMATION AND DEMONSTRATION, NEGOTIATIONS:**

Prior to award, selected Vendors may be asked to provide further information concerning their proposal, up to and including presentations/demonstrations. The Midland County Commissioners Court reserves the right to reject any and all proposals or waive formalities as deemed in the best interests of Midland County. The County may also enter into discussions and revisions of proposals after submission and before award for the purpose of obtaining the best and final offer, and to accept the proposal deemed most advantageous to Midland County.

This request for proposal (RFP) is part of a competitive procurement process which is designed to best serve the interests of the County in obtaining complicated commodities and/or services. It also provides interested Vendors with a fair opportunity for their goods and services to be considered. The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor. Also, the County has the flexibility to negotiate with interested vendors (one at a time) to arrive at a mutually agreeable relationship. Negotiations will be arranged with vendors in a hierarchal order, starting with the vendor selected as the primary. If a contract cannot be negotiated, negotiations will, formally and in

writing, end with that Vendor and proceed to move to the second vendor, and so forth until a contract is negotiated.

**RIGHTS OF THE CONTRACTING AUTHORITY:**

Midland County reserves the right to withdraw this RFP at any time and for any reason. Midland County also has the right to terminate its selection process at any time and to reject all responses, or all proposals. Receipt of the proposal materials by Midland County or submission of a proposal to Midland County confers no rights upon the vendor nor obligates Midland County in any manner.

All costs associated with the preparation or submittal of proposals shall be borne by the vendor, and no cost shall be sustained by Midland County.

**ORAL COMMITMENT:**

Vendors should clearly understand that any verbal representations made or assumed to be made during any discussions held between representatives of a vendor and any Midland County personnel or official are not binding on Midland County.

**WAIVER OF CLAIMS:**

Submission of a proposal indicates Vendor's acceptance of the evaluation technique and Vendor's recognition that some subjective judgments must be made by the County during the determination of qualification.

**SELECTION CRITERIA:**

Price is a primary consideration; however, it is not the only consideration to be used in the selection. The product and/or service to be provided is also of major importance. Midland County will require that the successful vendor provide a representative for all County related business and service

If applicable, contracts will not be awarded to any party that has been debarred, suspended, excluded or ineligible for participation in federal assistance programs.

If applicable, in the event an awarded party or their subcontractor(s) become debarred, suspended, excluded or ineligible for participation in federal assistance programs after award of contract, the awarded contract shall be cancelled without notice.

**ORDINANCES AND PERMITS:**

The Vendor agrees, during the performance of the work, to comply with all applicable Federal, State, or local code and ordinances.

**INDEMNIFICATION:**

The Vendor shall defend, indemnify and save whole and harmless the County and all its officers, agents and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, or on account of, arising out of or in connection with the Vendor's performance or non-performance of any obligation of Vendor or any negligent act, misconduct or omission of the Vendor in the performance of its contractual obligations. The Vendor shall defend, indemnify, save, and hold harmless the County and its officers, agents, representatives and employees from and against any and all demands, claims, suits, or causes of action of any character, name, kind or description brought for, on account of, arising out of or in connection with Vendor's product or service.

**STATUS OF INDEPENDENT CONTRACTOR:**

Vendor shall be considered an independent contractor, for all purposes. Vendor will not at any time, directly or indirectly, act as an agent, servant, representative or employee of the County. Vendor will not take any action which is intended to create any commitments, duties, liabilities or obligations on behalf of the County, without prior written consent of the County.

**SUBCONTRACTOR AND/OR SUPPLIER IDENTIFICATION:**

Should the Bidder subcontract any work, the Bidder shall indicate below the name of each subcontractor and/or supplier the bidder will use in the performance of the contract. The Bidder shall specify the work to be performed by the subcontractor or the materials to be provided by the supplier. Any changes in subcontractor and/or supplier listed below shall require prior approval by the Purchasing Office.

**PARTIAL INVALIDITY:**

In the event any one or more of the provisions contained in this RFP or any contract resulting therefore, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this RFP or any contract resulting therefore and this RFP or the contract resulting therefore shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**CONTRACT TERMINATION:**

Non-performance of the Vendor in terms of specifications or noncompliance with terms of this contract shall be basis for termination of the contract by the County. Termination in whole or in part, by the County may be made at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, or elsewhere under this contract, by giving (60) sixty days written notice to the Vendor with the understanding that all work being performed under this contract shall cease upon the date specified in such notice. The County shall not pay for work, equipment, services or supplies which are unsatisfactory. Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance. The right to terminate the notice thereof is controlled by these proposal specifications and is not subject to being altered by contract.

**LAW GOVERNING:**

The parties under contract shall be subject to all Federal laws and regulations, and all rules and regulations of the State of Texas. The laws of the State of Texas shall govern the interpretation and application of the contract; regardless of where any disagreement over its terms should arise or any case of action arise.

**REMEDIES:**

The successful vendor and Midland County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:**

It is hereby agreed that the contract will be made in Midland, Midland County, Texas, and any dispute arising as a result of it shall be governed by the laws of the State of Texas for the purpose of any lawsuit, and the parties agree that such lawsuit shall be brought in Midland County, Texas.

**ASSIGNMENT:**

The Vendor shall not sell, assign transfer or convey this contract in whole or in part, without the prior written consent of the County.

**BUSINESS CHANGE DISCLOSURE:**

The Vendor shall immediately disclose any knowledge of a business change (i.e., name change, change in ownership, etc.) that will take place during the duration of this contract.

**REQUIRED FORM  
COMPANY AFFIDAVIT**

The affiant, \_\_\_\_\_ states with respect to this submission to County:

I (we) hereby certify that if the contract is awarded to our firm that no member or members of the governing body, elected official or officials, employee or employees of said County, or any person representing or purporting to represent the County, or any family member including spouse, parents, or children of said group, has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or any other financial benefit on account of the act of awarding and/or executing a contract.

I hereby certify that I have full authority to bind the company and that I have personally reviewed the information contained in the RFP and this submission, and all attachments and appendices, and do hereby attest to the accuracy of all information contained in this submission, including all attachments and exhibits.

I acknowledge that any misrepresentation will result in immediate disqualification from any consideration in the submission process.

I further recognize that County reserves the right to make its award for any reason considered advantageous to the County. The company selected may be without respect to price or other factors.

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

Name \_\_\_\_\_ Phone \_\_\_\_\_

Title \_\_\_\_\_

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

Type of business organization (corporation, LLC, partnership, proprietorship)

Address \_\_\_\_\_

County, State, Zip \_\_\_\_\_

Notary Seal Below

**PROPOSAL FORMAT:**

To achieve a uniform review process, and to obtain a maximum degree of comparability, it is required that proposals be organized in the following manner with tabs separating each section:

**TAB A: Provide a Title Page**

Show the RFP subject, the company name, the address, telephone number, fax number and e-mail address. **THE TITLE PAGE MUST BE SIGNED BY AN OFFICER OF THE COMPANY.**

**TAB B: Qualifications, Experience and Staffing**

Provide information regarding company, if appropriate, such as number of employees, number of years in business, how many people would be available for the project, etc. Provide an organizational chart of upper management structure. Provide evidence that the company has management experience for at least three (3) years in providing food and beverage services.

**TAB C: References**

Provide a minimum of three (3) references for similar services. Vendors are required to provide pertinent information regarding current references.

**TAB D: Pricing**

Provide information, such as but not limited to all associated cost and fees for performances of said services.

**TAB E: Financial Stability**

Provide a financial statement and include a minimum of four (4) financial references. Indicate if company has ever declared bankruptcy. Also indicate whether or not company is bondable. Company must have access to sufficient cash on hand during non-banking hours to accommodate points of sale service at any of the facilities as required.

**TAB F: Addenda**

Acknowledgement of addenda received if applicable.

**TAB G: Miscellaneous Information**

Include information as requested. Required Form Company Affidavit (page 7 of this RFP)

**TAB H: Operations Plan**

**TAB I: Marketing Plan**

**TERM OF CONTRACT:**

This contract will commence upon the award by Commissioners' Court or after the expiration date of the current contract and will expire five (5) years from that date. All pricing must be firm during the initial year of the contract. It is understood that certain items may be tied to market price conditions.

Upon mutual agreement between Midland County and the Vendor, before the expiration date of the initial term of the contract, this contract may be renewed annually for up to five (5) one year renewal periods. Renewal shall be subject to all terms, conditions, requirements, and specifications as listed herein, unless specifically noted and agreed to by both parties.

Cancellation notice - If problems arise and/or services provided are not to the County's satisfaction during the term of the contract, Midland County, Texas, reserves the right to cancel the contract at any time. The contract will expire thirty (30) days from the date of the letter of notification.

**GENERAL REQUIREMENTS:**

The County desires to have the best-qualified Concessionaire/Preferred Caterer that will continuously provide top quality service and products while stimulating an atmosphere of goodwill within the Horseshoe.

The awarded vendor will maintain, at its own expense, fixed equipment currently installed at the Horseshoe and replace it with comparable quality equipment as needed at no additional cost to Midland County. See Attachment "A" for a current list of equipment.

The awarded concessionaire/caterer shall be responsible for a point of sale system as well as obtaining an equipment inspection at their expense.

**ITEMS PROVIDED BY THE HORSESHOE:**

To ensure that the specified services meet the requirements of Midland County, the County will provide/perform/furnish to the concessionaire the following:

- Water, heat, gas and electric energy reasonably necessary for the operation of storage facilities, concession stands and cooking facilities. Concessionaire will utilize prudent energy management to the satisfaction of the County. Please describe how this will be achieved for the County. Provide in Tab G
- Adequate storage space.
- Two parking spaces, designated by the Director of the Horseshoe as to location. The spaces will be reasonably located near the facility.
- A lock for each concession stand. The concessionaire/caterer agrees to furnish any change of locks or additional locks for said stands at their expense. In no event will the County be liable to concessionaire/caterer for any loss of merchandise or equipment from any stand.

No lock to any stand/space will be changed by concessionaire/caterer. Concessionaire/caterer may install locking cages, bins, etc. within the facility.

- Dispose of all refuse when placed in the designated receptacles at no charge to the concessionaire/caterer
- The Horseshoe will provide all plumbing, stub-ups, and electrical connections as evidenced by the architectural drawings of the Horseshoe. Any additional stub-ups will be at concessionaire/caterer's expense and must be approved by the facility Director.

**SCOPE OF WORK:**

A. General Objectives:

The County endeavors to continually bring a broad range of events to its Horseshoe. Its goal is to have as many event days a year, in actual operations, as possible. The County will provide facilities for conventions, trade shows, consumer shows, commercial exhibitions and concerts. Continuous efforts will be made to market the use of the facilities.

B. Description of Food and Beverage Concessions Services:

The awarded vendor will be granted the exclusive right and privilege to sell soft drinks, food, beer, mixed drinks, snacks, hot dogs, and/or sandwiches for the Horseshoe concession stands. This does not include exclusive catering and alcohol services. The County reserves the right to allow lessees of the facility to give away food or drinks being advertised, demonstrated, or inherently promoted in conjunction with such events.

C. Description of Catering Services:

The awarded vendor will be the "preferred" vendor as lessees of the facility will have the option of contracting with an outside caterer. This will include catering services to be provided at the Horseshoe.

D. Experience:

The Concessionaire/Caterer should show a verifiable history of at least three (3) years prior experience in the management and operation of food and beverage service. Cite the number of years and the locations at which such operations are conducted. Include a description of events, a valid contact name, address, telephone number and your involvement. Provide in Tab B

**FINANCIAL STRENGTH:**

Provide all documentation requested in TAB E

A. The awarded vendor must have resources that are adequate to ensure the full and proper performance of the awarded contract and the ability to begin full operations immediately upon the commencement of the agreement. After award, turnover of the facility will take place within approximately thirty (30) to sixty (60) days.

B. Provide documentation showing adequate financial capability to perform the agreement as outlined.

C. Provide a description of the revenue control system that will be utilized at the Horseshoe, including a description of the audit trail. Provide an example of a concession tracking system form.

**OPERATIONAL PLAN:**

A. Management:

A qualified on-site manager is required as part of this agreement. Please provide a job description of the on-site manager and culinary team (chefs) that will be assigned. If an individual has not been selected, provide the general qualifications and level of experience required when hiring a manager. Provide in Tab B

B. Quality and Value of Service:

The awarded vendor should provide a high standard of service and value to the guests patronizing the Horseshoe.

At all times, a sufficient number of employees shall be on staff to serve the guests promptly, efficiently and in a courteous manner. Provide the number of employees that your organization proposes to provide for this contract. Please indicate the number of full-time staff members that are employed. Include information that will describe the handling of multiple events taking place concurrently. Provide in Tab B

At least one employee fully qualified and experienced in public food service functions must be on duty at each concession stand during concession operating hours.

All employees shall be represented in clean and neat uniforms satisfactory to and approved by the Horseshoe's Director or their designee.

The concessionaire's service shall be of the highest quality attainable.

The vendor shall keep all food and beverage service areas clean, orderly and sanitary at all times. These areas must be kept in strict accordance with all applicable laws, ordinances, rules and regulations. The vendor shall be responsible for extermination services in the food preparation and storage areas and show documentation of such services.

C. Operation:

Describe the operating plan for the food and beverage concession operations at the Horseshoe. Provide in Tab H

D. Operating and Management Policies:

Provide literature, brochures, etc. describing the operations of your organization and any other materials that may be useful in determining the past operations experience and reputation for quality and cooperation of the proposer and ability to begin operations as noted in the proposal. Provide in Tab H

Proposers should provide an outline of programs such as, but not limited to: Alcohol Awareness, i.e. Training for Intervention Procedures for Services of Alcohol (“TIPS”), “TEAMS” training programs, systems and philosophy.

E. Marketing:

- Provide a creative marketing plan to maximize food and beverage sales for the Horseshoe.
- Work in coordination with Horseshoe Event Coordinator for booking and managing events.
- Provide a description of how you will display food and beverage prices.

Provide in Tab I

F. Menu and Pricing Plan: Attachment “B” is a minimum list of items to be sold in the concession stands at the Horseshoe. The list shall indicate maximum prices to be charged by the concessionaire. Please provide the size of the item intended to be supplied for each item requested.

The concessionaire is not limited to the sale of these items only; however, each additional item offered for sale and the price thereof, must be in accordance with this minimum list and must have prior approval in writing from the Director.

The vendor will be responsible for all equipment, appliances and small wares necessary to operate a first class catering and concession operation to accommodate ten (10) to one thousand (1,000) plus people per event.

G. Closed Concessions: The awarded vendor will have the exclusive rights to the sale or giveaway of all food and beverages at the Horseshoe premises, excluding the Midland County Fair. Currently, food trucks are allowed at all events. This does not include open catering.

I. Open Catering: Lessees of the facility will have the option of contracting with an outside caterer or bringing in home-cooked food.

**INSURANCE REQUIREMENTS:**

Provide insurance certificate in TAB G

The following insurance coverage is a requirement for the entire term of the Agreement and renewal or extension thereof:

- The awarded vendor shall secure and maintain insurance in force throughout the duration of the contract as outlined here:
  - o Midland County shall be named as additional insured
  - o Policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the Midland County Purchasing Department, 500 N. Loraine, Suite 1101, Midland, TX 79701.
  - o Certificates of Insurance shall be delivered to the Midland County Purchasing Department prior to the execution of the Agreement.

Requirements:

Comprehensive General Liability: Such insurance must be on the Occurrence Form (Claims-Made Form is not acceptable to the Horseshoe):

Liability insurance coverage shall be considered as primary and non-contributory. The carrier(s) shall provide thirty (30) days written notice to Midland County Purchasing Department, 500 N. Loraine, Suite 1101, Midland, TX 79701 by registered mail prior to any modification, cancellation, non-renewal or any other changes in coverage. The policies must be effective prior to the commencement of work and must remain in force until the termination of work under this contract. In the event of interruption of coverage, for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

All policies (except Worker's Compensation which requires a waiver of subrogation) shall name MIDLAND COUNTY, TEXAS as additional insured. Any subcontractors or employees of subcontractors must be covered by Worker's Compensation. All policies shall be underwritten by insurance companies maintaining A.M. Best's rating of A-VII or higher.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire, or are canceled, it will be the responsibility of the awarded vendor to furnish Midland County Purchasing with a certificate of insurance indicating renewal or an acceptable replacement of the expiring policy prior to the expiration of cancellation dates so that there will be no lapse in any coverage.

Minimum Limits of Liability	
\$5,000,000	General Aggregate
\$1,000,000	Products-Come/OSH Agency
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage (any one fire)

Automobile Liability: Such coverage shall be on the comprehensive form covering all owned, non-owned, and hired vehicles:

Minimum Limits of Liability

\$1,000,000	Bodily Injury – Per person
\$1,000,000	Bodily Injury – Each Accident
\$1,000,000	Property Damage – Each Incident
	-OR-
\$1,000,000	Combined Single Limit (CAL)
	Bodily Injury and Property Damage

Worker’s Compensation, including Employer’s Liability Coverage as required by the State of Texas.

Employer’s Liability: In the following amounts:

Minimum Limits of Liability

\$1,000,000	Bodily Injury by Accident, Each Accident
\$1,000,000	Bodily Injury by Disease policy limit
\$1,000,000	Bodily Injury by Disease each employee

Liquor Liability: In the following amounts:

Minimum Limits of Liability

\$1,000,000	Each Occurrence or Claim
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**LICENSING AND TAXES:**

A. The awarded vendor shall, within five (5) days of selection, file for any and all applications necessary for liquor licenses, and any other licenses necessary for the vendor's operations and shall obtain such liquor licenses and any other licenses subject to the Laws of the State of Texas.

B. Midland County reserves the right to defer execution of Agreement until all necessary licenses are obtained. Failure to obtain such licenses within nine (9) weeks from date of selection of vendor shall be grounds for rejection of proposal and/or cancellation of contract.

C. The awarded vendor shall be responsible for paying all applicable taxes and/or surcharges associated with the conduct of business.

**CONTRACT PERIOD:**

This contract will last for 12 months and renew annually, unless either Midland County or Vendor provides a 30-day notice to cancel or not renew.

Midland County reserves the right to cancel and discontinue services with a thirty (30) day written notice as a result of the failure of the vendor to provide acceptable reports and services as delineated in the response to this document or if determined that services can be better provided by in-house staff or other sources. The County may terminate this contract at any time due to the default of the vendor in complying with the terms of the contract agreement.

Failure to provide any food and beverage service as required under the terms of the contract agreement will be considered breach of contract and the vendor will be considered in default of the contract agreement.

Furthermore, the vendor may be required to relinquish a certain item or items that it would normally carry in order for the Horseshoe to be leased for a particular event. The Director of the Horseshoe will notify the Concessionaire when this situation arises.

**FINANCIAL OBJECTIVE OF THE HORSESHOE, COMMISSION GUIDELINES AND INCENTIVES:**

- The awarded vendor will pay the County commissions on all revenues the vendor receives for food and beverage concessions, catering services and alcohol services.
  
- The awarded vendor will pay the County the specified percentages of the gross sale comprising of the previous month's business, on or before the 15th day of each succeeding calendar month unless otherwise approved by the Director.
  
- All payments due to the County should be presented to:  
Midland County Horseshoe  
2514 Arena Trail  
Midland, TX 79701  
Payments should be accompanied by a duplicate statement showing detailed receipts as described herein.

**MINIMUM FIRM QUALIFICATIONS:**

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services and/or products specified to be considered for an award. Specific responses to each must be provided in the proposal submittal.

Provide responses in Tab B

- Be certified/licensed for the types of services specified and provide copies of those applicable certifications and/or licenses with the proposal submission (TABC License and Food Handlers Permit).
- Provide evidence of management experience for a minimum of three (3) years in providing food and beverage services.
- Provide a letter of reference from a banking institution indicating that the financial resources to insure complete and proper performance of the contract. A copy of the most recent financial statement covering the last three (3) years of operation is also required.
- Provide evidence of capacity to acquire all required permits, coordinate with necessary approving/monitoring agencies such as the ability to procure the appropriate alcoholic beverage license/permit to all for the service of malt beverages, wine and mixed drinks. The awarded vendor shall provide, at its expense, all licenses and permits for the legal sale of alcoholic beverages.
- Indicate whether your company has the ability to obtain and maintain a full TABC liquor license for both of the facilities as well as the ability to pull temporary permits for non-licensed areas of the complex. Provide the quantity and type of TABC licenses currently held and how long those licenses have been held by your company. Provide copy of current licenses in TAB G.

**MANDATORY REQUIREMENTS OF THE AWARDED CONCESSIONAIRE VENDOR:**

A. The Concessionaire understands that the County reserves the right to sell advertising and sponsorship packages. The County maintains the final right of approval of Concessionaire suppliers; however, all approved suppliers must provide competitive products, quality, service and prices. The Concessionaire retains no advertising rights or approvals within the Contract Agreement.

B. The Concessionaire agrees to operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of all authorized Health Department Officers and the County.

C. The Concessionaire agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any rights hereunder, or of its rights, title or interest in, or its power to execute such agreement to any other person, firm, corporation, sub lessee or sub-concessionaire. Any attempt, without prior written consent of the County, shall be void and shall, at the option of the County, be deemed sufficient grounds for the cancellation of the Contract Agreement.

Nothing herein shall prevent Concessionaire from negotiating with local franchises to serve name brand food(s) at concession areas at a different percentage rate than other food items as agreed upon between Concessionaire and the County.

D. The Concessionaire shall sell only foods that comply with all applicable federal, state and local laws, acts, orders or regulations including, without limitations on the generality of the foregoing, the applicable sections of the following laws, acts and regulations:

- The Food and Drug Act
- Applicable Meat Inspection Regulations
- The Humane Slaughter of Animals Act and Humane Slaughter Regulations
- The Official Methods of Analysis and Association of Official Analytical Chemist
- The Federal Department of Agriculture-Products Regulation
- The Fish Inspection Act and Regulations
- Meat and Canned Foods Act
- Fresh and Processed Fruit and Vegetable Regulations
- The U.S. Grain Act and Grain Regulations

E. The Concessionaire shall sell those products, commodities and items normally found in operations of this type. The County may require the Concessionaire to sell items, which, at the County's discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities or items, which the County deems to not be in the best interest of the operation of the food services.

F. The Concessionaire understands that it or its agent will provide and maintain uniforms for all employees. Selection, type, color, style and dress code of uniforms, including specialty uniforms designated to fit the exact nature of the Horseshoe, shall be at the discretion and approval of the County. The Concessionaire must provide a choice of uniform styles and availability at the County's request. The County will provide the graphic standards to be followed in this design. The County will consider the Concessionaire to be the sole contact and responsible party for the services it or its agents provide. Additionally, the condition of the hygiene and appearance of employees is the Concessionaire's sole responsibility notwithstanding the fact the County's Director or their designee shall have the right to comment on and where necessary, cause Concessionaire to ensure that all employees meet minimum hygiene and appearance standards.

G. The Concessionaire understands that it will employ adequate vendors to guarantee sufficient sales and service.

H. The Concessionaire understands and agrees that all food, drink and other merchandise sold, including the containers used, will be of brand, quality, quantity and price agreed to between the County and Concessionaire. Prices of merchandise sold shall be subject to yearly review and any increase shall be subject to the approval by the County.

I. The Concessionaire understands that the County will determine the price reductions to accommodate special promotions. Warranted price reductions shall not exceed twenty percent (20%) of the retail sales price.

J. The Concessionaire agrees to keep neat, clean and in good sanitary conditions all premises, equipment and the surrounding areas used by the Concessionaire during the term of this contract and to abide by all regulations of the City of Midland Health Department. All refuse and waste material created by Concessionaire shall be promptly disposed of by Concessionaire daily by placing it in the appropriate County provided receptacles. Such refuse and waste material is not be construed to mean containers, wrappers, napkins and the like accepted by the public in the purchase of food. Waste food shall be kept in closed containers or closed plastic bags until it is placed in the receptacles.

K. The Concessionaire shall furnish all necessary qualified supervision for the performance of the food and beverage service and agree to assign to these operations, a highly competent, full-time resident manager.

L. The Concessionaire shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous to patrons and shall discipline, and, if necessary, discharge any and all personnel working in this operation. The Concessionaire shall also provide adequately trained relief personnel in the event of absences of primary staff.

M. The Concessionaire must conduct regularly scheduled training classes for all employees and management throughout the term of the Agreement. At a minimum, such training will consist of customer service, alcohol awareness, positional skills training including, but not limited to, bartending and service techniques, and food/wine service techniques. Provide an outline of the training program details in TAB G.

N. The Concessionaire understands that if, at any time, the County finds that the Concessionaire's manager or their alternate is unsatisfactory, and such causes and reasons are fully reported in writing by the County to the Concessionaire, the Concessionaire shall, within thirty (30) days, unless specifically extended in writing by the County, replace the manager with one who is satisfactory to the County. At any time, if the Concessionaire's manager desires to leave the Horseshoe, Concessionaire's current designee will provide to the replacement designee such detailed training as necessary and required before replacing the position with current designee.

O. The Concessionaire understands that the County requires that all Concessionaire's employees engaged in the preparing, handling, serving and storing of food meet State and Local Health Department requirements.

P. It is understood that any vendor-provided menus, appropriate sales tools and collateral material must be approved by the Horseshoe Director.

**EVALUATION PROCESS:**

The County will award to the respondent that submits a bid which represents the “best value” to the County. The best value shall not be based solely upon price but the bid which receives the highest cumulative score for each of the evaluation factors delineated herein.

**CRITERIA:**

Proposals will be evaluated utilizing the factors, as weighted below:

**Company’s Experience (weight factor = 40%)**

Provide information regarding company, if appropriate, such as number of employees, number of years in business, how many people would be available for the project, etc. Provide an organizational chart of upper management structure. Provide evidence that the company has management experience for at least three (3) years in providing food and beverage services.

**Inventory Levels (weight factor = 5%)**

Levels of inventory at hand including, but not limited to, hot-hold equipment, linens, skirting, decorations, dishes, silverware, disposable drinkware, etc.

**Percentage of gross annual sales to be paid (weight factor = 40%)**

Provide percentage of gross annual sales to be paid to Midland County.

**Overall Completeness of Proposal (weight factor = 15%)**

Pricing must be all inclusive, with no additional charges for shipping, handling, delivery or any other charge not specifically set out and agreed to by the County.

**ATTACHMENT A - EQUIPMENT LIST**

<b>Tag</b>	<b>Description</b>	<b>Make</b>	<b>Model</b>	<b>Serial</b>
Braising Pan Pavillion Kitchen		Groen	P-306	J151372-1-1
Charbroiler- Pavilion Kitchen	Charbroiler	SOUTHBEND		
Conv Oven 1 Pav Kitchen		TURBO CHEF	HHC2020	2020e003993
Conv Oven 2 Pav Kitchen		Blodgett		112613RA096B
Conv Oven 3 Pav Kitchen		Blodgett		112613RA093T
Dish Washer 2 Pav Kitchen		NSF	CMA-181GW	
Fryer 1 Pav Kitchen		Pitco	Frialator	
Fryer 2 Pav Kitchen		Pitco	Frialator	
Fryer 3 Pav Kitchen		Pitco	Frialator	
Fryer 4 Pav Kitchen		Pitco	Frialator	
Fryer 5 Pav Kitchen		Pitco	Frialator	
Fryer 6 Pav Kitchen		Pitco	Frialator	
Fryer 7 Pav Kitchen		Pitco	Frialator	
Fryer 8 Pav Kitchen		Pitco	Frialator	
Fryer 9 Arena Concession		Pitco	Frialator	
Garbage Disposal- Pavillion Kitchen	Garbage Disposal	In-Sink- Erator	SS300-25	18113151097
Grill Top/Oven- Pavilion Kitchen	Grill top/Oven	SOUTHBEND		

Heated Tray Server-Conc West	FEW Heated Tray Server	Comfort Maker	TS-1826-18	133923702
Hot\Cold Food Well-Pavilion Kitchen	Hot\Cold Food Well	Randell	9580-2A	W261747-1-1
Hot\Cold Food Well-Pavilion Kitchen	Hot\Cold Food Well	Randell	9580-2A	W261652-1-1
Hot\Cold Table-Pavilion Kitchen	Hot\Cold Table	Comfort Maker		
Ice Machine-Conc Outside		Ice O Matic	CIM0330FA	19011280010257
Ice Machine-Conc Outside	Ice Machine	Ice O Matic	CIM0530HA	19021280012058
Ice Machine-Pavilion Kitchen	Ice Machine	Follett	DEV700SG-30	K81453-3519
Ice Machine-Pavilion Kitchen	Ice Machine	Follett	152587	E21880-328 13
Ice machine-Pavilion Kitchen	Ice Machine	Follett	152157	E21581-325 13
Ice Machine- VIP Room backstage	Ice Machine	Ice O Matic	CIM0530HA	19011280011359
Ice Machine-Conc East	Ice Machine	Ice O Matic		
Ice Machine-Conc Middle Room	Ice Machine	Ice O Matic		
Ice Machine-Pavilion Kitchen	Ice Machine	Hoshizaki	KM-1301SAH3	C00457k
Reach In Cooler-Conc Outside	Reach In Cooler	True Refrigeration	FLM-54-TSL01	9646810
Reach In Cooler-Conc Outside	Reach In Cooler	True Refrigeration	FLM-54-TSL01	9646806

Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9640054
Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9646811
Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9640052
Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9646809
Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9646812
Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9646808
Reach In Cooler- Conc Outside	Reach In Cooler	True Refrigeration	FLM-54- TSL01	9646813
Reach In Cooler- Conc West	Reach In Cooler	True Refrigeration	T-49-HC	9306213
Refrigerator\Freez er Arena Conc East		Continental	IF-SS	153B8356
Refrigerator\Freez er Pavilion Kitchen	Refrigerator\Freez er Pavilion Kitchen	Continental	DLRA68-SS	153B9481
Refrigerator\Freez er pavilion Kitchen	Ref\FrZR Pavilion Kitchen	Continental	2R-SS	153B8964
Refrigerator\Freez er Pavilion Kitchen	Ref\FrZR Pavilion Kitchen	Continental	2r-SS	153A2911
Refrigerator\Freez er Pavilion Kitchen	Ref\FrZR Pavilion Kitchen	Continental	IR-SS	153A5690
Steamer Pavilion Kitchen	Steamer Pavilion Kitchen	Groen	HY-6e	J150320-1-1

Stove Pavilion Kitchen	Pavilion Kitchen Stove	SOUTHBEND		
UC RIC Arena Concession		Delfield	UCD4427N-STAR1	7.02152E+11
VIP Room BC 1	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 2	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 3	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 4	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 5	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 6		Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 7	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
VIP Room BC 8	Bottle Cooler	Turbo Aire	TBC-24SBGF-N6	
WI Cooler VIP Room(backstage)	Walk In Cooler VIP Room Backstage area	Russell		
WI Cooler-Concession Stand East	WI Cooler Arena Concession Stand East	Trenton	TPLP106MAS1B R6 E	179289714
WI Cooler-concession stand outside	Walk In Cooler outside concession stand	Russell		
WI Cooler-Pavilion Kitchen	Walk In Cooler Pavilion Kitchen	American Appliance	DPALH2553F	42975
Worktop Refrigerator-Concession Stand	Arena Concession Stand East Refrigerator	True Refrigeration	TWT-48	8432093

## **ATTACHMENT B – CONCESSIONS FOOD & BEVERAGE LIST**

- HOT DOG
- NACHOS
- PIZZA
- SANDWICHES/CHICKEN SALAD
- VARIETY NAME BRAND CHIPS, CRACKERS & COOKIES
- FRUIT/VEGETABLES
- PICKLES
- POPCORN
- VARIETY CANDY – SWEET, SOUR, CHOCOLATE, ETC.
- VARIETY COCA-COLA, PEPSI & DR. PEPPER PRODUCTS
- COFFEE – HOT & COLD OPTIONS
- WATER
- SPORT DRINKS – GATORADE, POWERADE, ETC.
- VARIETY ENERGY DRINKS
- JUICE/JUICE BOX