REQUEST FOR COMPETITIVE SEALED BID
FOR
CONCESSIONAIRE – ATHLETIC DEPARTMENT
RFB# 201706‐CON

The Highland Park Independent School District (HPISD) is soliciting bids for concessionaire as per this solicitation document. Sealed bids shall be submitted in an envelope marked on the outside with the bidder’s name, address and bid number (RFB# 201706-CON – CONCESSIONAIRE – ATHLETIC DEPARTMENT) to:

Highland Park ISD
Mary Witcher, Purchasing Coordinator
6915 Westchester Drive
Dallas, TX 75205

Bids will be received at the above address until **10:00 AM July 13, 2017** at which time they will be publicly opened and read. Bids must be submitted in sufficient time to be received and time-stamped at the above location on or before the published bid date and time shown on the RFB. The HPISD will not be responsible for delivering mail from the post office. Bids received after the published time and date cannot be considered. **FAX bids** will not be accepted.

**Bidders must submit sealed bids in the form of the executed Concessionaire Agreement document together with any material required by any addendum to this RFB by the time and date specified.**

HPISD’s contact for this bid/proposal is Mary Witcher, WitcheM@hpisd.org.

**FACILITY DETAILS**

**Football Stadium**
There are 3 locations, the visitor’s side, home West side and home East side each have:
- Electricity: (10) 120V 15A, (4) 120V 20A
- Sinks: (1) Hand Sink, (1) 3 compartment sink

**Baseball (Scotland Yard)**
- Electricity: (5) 120V 15A
- Sinks: (1) Dish sink

**Highland Park High School (Volleyball, Basketball)**
- Electricity: (5) 120V 15A
- Sink: (1) 3 compartment dish sink

**Softball (Highland Park High School)**
- Electricity: (4) 120V 15A
- Sink: (1) Dish sink
CONCESSION AGREEMENT

This agreement, by and between the Highland Park Independent School District, Dallas, Texas, hereinafter called HPISD, and

Name of Organization:______________________________________________________________

Address:________________________________________________________________________

City, State, Zip:____________________________________________________________________

Business Phone #:____________________________________ Fax #:________________________

Email address:______________________________________________________________________

Contact Name:_____________________________________________________________________

Hereinafter called Concessionaire, to sell concessions at identified HPISD Athletic Facilities on a commission basis to the HPISD during the three (3) year period beginning August 1, 2017 and ending July 31, 2020, is made for and upon the following considerations, terms, and conditions.

1. It is understood that this agreement is not intended to, nor shall the same ever be deemed or construed so as to create a partnership between the parties hereto, or make the parties joint ventures, or make HPISD in any way responsible for the debts and/or losses of concessionaire. It is further agreed and understood that this agreement shall not under any circumstances be deemed to create or constitute an employer-employee relationship between the parties hereto, it being the intent of the parties that concessionaire provides its service hereunder as an independent contractor. It is understood that this agreement shall remain in full force for the term of the contract. However, it shall be understood that if the Concessionaire shall default in any of the provisions, HPISD may cancel this agreement upon fifteen- (15) days notice to the Concessionaire.

2. Concessionaire represents and warrants that no trustee, officer, employee, student or agent of HPISD has been or will be employed, retained, or paid a fee, or otherwise has receive any personal compensation or consideration by or from concessionaire or any of concessionaire’s directors, officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this agreement. It is agreed that this section does not preclude concessionaire from hiring HPISD students, faculty or staff to work in any concession operation so long as no promise of such employment was made in connection with the negotiation of this agreement.

3. It shall be understood that the Concessionaire shall have the exclusive rights to service the following HPISD Athletic Department facilities for specified concessions during the term of this contract except for the authorized school related functions that may be designated by the athletic department from time to time.

• Highlander Stadium
HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT
7015 Westchester Drive
Dallas, Texas 75205
214-780-3000

- Others as designated by the HPISD Athletic Department or Assistant Superintendent of Business Services

4. HPISD will furnish to Concessionaire the use of the following as is currently available:

- The available and designated space for operation of the concessions at identified locations as assigned by the HPISD Athletic Department. HPISD reserves the right of inspection of any facility and product line at any time to determine if reasonable product and services are being met as determined by HPISD, and to forbid sale of items not so identified by HPISD.

- All reasonable utilities such as gas, lighting, electrical power and water will be paid by HPISD. The HPISD will also maintain and repair the available and designated space, but the normal cleaning and care of equipment shall be the responsibility of the Concessionaire. Necessary cleaning of walls and floors of the used area shall be the responsibility of HPISD. Concessionaire shall be solely responsible for bagging and removing trash from within the concessions stands to designated trash bins provided by HPISD.

- Concessionaire shall make no modifications to any HPISD Facilities, except by written approval of HPISD Facilities Manager, Shane Bryan.

5. Concessionaire will furnish all supplies, wares, concessions, and concession equipment including cooking and service and eating utensils, required for its operation and all replacements thereof. Concessionaire will also maintain such equipment which shall be kept clean at all times and shall satisfy all requirements as required by paragraph 17. From time to time, concesionaire may be required to remove, at its own expense, its equipment and supplies for cleaning, painting, repairing, etc. Concessionaire is solely responsible for all costs of operating supplies and all service to, repair, and preventative maintenance of all items of equipment used in providing concession services pursuant to this agreement.

6. Equipment owned by Concessionaire, which for convenience may be taken to the identified premises of the HPISD shall remain the property of the Concessionaire. It is understood that HPISD will not be liable for any damages to theft to the equipment or other property owned by the Concessionaire. Concessionaire agrees to indemnify and hold harmless the HPISD in all matters relating to the aforementioned equipment.

7. Concessionaire shall also be responsible for the following specified items in carrying out the terms of this agreement:

A. The gross payroll of the Concessionaire’s personnel necessary to the performance of this agreement who are employed by the Concessionaire on HPISD premises.

B. Concessionaire shall secure, pay the premiums for, and keep in force until the expiration of this agreement and any extension thereof, insurance as provided and specified below by the HPISD:

   a. Worker’s compensation insurance as required by laws of the State of Texas, Employer’s Liability coverage of no less than $1,000,000.00. _____Yes _____No. If NO, what is your amount of coverage? ______________.
b. Comprehensive General Liability insurance with limits of not less than a combined single limit of $1,000,000.00 for bodily injury and property damage. _____Yes _____No. If NO, what is your amount of coverage? ________________.

c. Excess Liability – Umbrella Coverage of not less than $5,000,000.00. _____Yes _____No. If NO, what is your amount of coverage? ____________________.

8. Certificates of Insurance evidencing each of the above coverages shall be delivered to the HPISD Athletic Department at the time of signing of this agreement or within twenty (20) calendar days thereafter and from time to time thereafter when the policy or policies are renewed. Such certificate(s) will include:

   A. The inclusion of HPISD as an additional named insured.

   B. The insurance company providing the above coverages must have an A.M. Best Rate of A+ or better, as of the date of entering into the contract.

   C. Concessionaire shall bear the full responsibility for all risk of loss to equipment and supplies owned by concessionaire. Concessionaire understands that HPISD insurance coverages do not extend to or protect concessionaire from a casualty loss to property owned or leased or in which HPISD has no ownership interest.

9. Concessionaire shall not permit any operation or activity to be conducted, or permit storage or use of any volatile, hazardous, toxic, or any HPISD facilities that would cause suspension or cancellation of any fire and extended coverage insurance policy carried by HPISD. If concessionaire’s use and occupancy of the HPISD facilities causes an increase in the premium for any fire and extended coverage insurance policy carried by HPISD, Concessionaire shall pay the amount of such increase to HPISD upon demand and presentation of written evidence of the increase by HPISD.

10. It is agreed and understood by both parties to this agreement that Concessionaire is acting as an independent contractor and may freely select and employ their employees and may freely direct all work and assign, transfer, or terminate the employment on any of their employees engaged in the operation under this contract. Upon request by HPISD, the Concessionaire agrees to terminate from any operation conducted by HPISD, any employee in violation of such rules and regulations or whose conduct/dress, etc. that is not deemed appropriate by HPISD.

11. Concessionaire employees and contractors and sub-contractors must adhere to standards of conduct that reflect credit upon the employee, Concessionaire and HPISD. In particular, Concessionaire employees and contractors must have the ability to meet and deal with the general public, must understand and conform to applicable rules and regulations and must maintain poise and control under pressure. Concessionaire shall be responsible for maintaining satisfactory standards of employee and contractor competency, conduct, appearance and integrity, and shall take such disciplinary action with respect to employees and contractors as may be necessary to comply with the terms and conditions of this agreement. Concessionaire shall upon request of HPISD remove employees or contractors from direct contact with customers or if in the opinion of HPISD circumstances warrant, remove the employee or contractor from the HPISD campus.

12. Concessionaire shall at all times maintain an adequate staff of employees for effective operation for all concessions sales at all designated activities and will provide adequate supervision. An experienced supervisor shall be on duty during each event.
13. Concessionaire will be subject to and abide by all Federal, State, local and HPISD laws, regulations, ordinances and policies regarding equal opportunity, affirmative action and discrimination which are applicable to HPISD and Concessionaire and in effect at any time during the term of this agreement. In addition, Concessionaire warrants and represents that it will comply with all Federal laws, rules and regulations of the Immigration and Naturalization Service, U.S. Department of Justice with respect to the hiring of only those people who are eligible to work in the United States of America.

14. Concessionaire may not assign or subcontract in whole or in part its interests under this agreement without prior written consent of HPISD’s Assistant Superintendent of Business Services.

15. Concessionaire agrees that he will use his best efforts to provide high quality food products and service under this agreement.

16. Concessionaire shall comply with all applicable Federal, State and local laws, rules ordinances, statutes, and regulations applicable to operations, including, but not limited to, all applicable health, safety, sanitation, and building codes, laws, permits, or regulations.

17. Concessionaire shall obtain and pay for all required licenses, permits, applications and bonding required by law or this agreement, for the operation of HPISD facilities. Concessionaire shall pay all applicable Federal, State and local fees, taxes and other applicable charges for which Concessionaire is responsible pursuant to this agreement.

18. Concessionaire shall provide to HPISD copies of all health and/or safety inspection reports from any governmental entity the next business day following receipt of the report. Furthermore, Concessionaire shall furnish to HPISD copy of all notices or other correspondence received by Concessionaire which notifies Concessionaire of non-compliance of any law, code, ordinance, or regulation, or otherwise places Concessionaire on notice of a claim or potential claim which may be made against Concessionaire and/or HPISD related to Concessionaire’s operations pursuant to this agreement and Concessionaire further agrees to indemnify and hold harmless the HPISD in any matter, action, or claim resulting from the aforementioned non-compliance.

19. Concessionaire agrees to indemnify, defend, and hold HPISD harmless from any claims made or fines levied against HPISD by any governmental entity as the result of Concessionaire’s failure to comply with any of the laws, regulations, or ordinances addressed. Furthermore, HPISD shall have the right to terminate this agreement forthwith, without notice, and without obligation to reimburse Concessionaire if any facility assigned for Concessions purposes is found not to be in compliance with applicable laws, regulations and ordinances and such non-compliance or the period given by citing governmental entity to bring the HPISD facility to compliance, whichever is less.

20. Concessionaire hereby releases and discharges HPISD, its trustees, officers, faculty, students, employees, and agents from all claims, demands, actions, and causes of action of every nature, including but not limited to all losses or reasonable expenses which are caused by the activities of Concessionaire, its officers, employees, and agents in connection with the operations covered by this agreement. Further, Concessionaire agrees to indemnify, defend, and hold HPISD, its trustees, officers, faculty, students, employees, and agents harmless from and against any and all liabilities, claims, actions, costs and expenses, including those arising from or caused by negligent acts or omissions of Concessionaire, its officers, employees, agents, contractors, and representatives, in connection with the operations covered by this agreement.
21. Concessionaire will open for all scheduled athletic events and additional events at the discretion of HPISD. Efforts will be made to give at least one week’s notice.

22. Concessionaire will have the right of concessions for athletic activities plus others designated by the HPISD Athletic Department. Concessionaire will not have the right to other catered events.

23. It shall be understood that the Concessionaire will pay to the HPISD the following: _____% commission of the gross sales on all items at all designated events and locations, payable and accountable to the Highland Park Independent School District every day as a minimum during seasonal athletic activities or a guaranteed amount of $_____________ annually, whichever is greater, payable on or before the anniversary date of this agreement to the Highland Park Independent School District and delivered to the HPISD Accounting Office with the detailed statement of explanation as to the amount being paid.

24. Proper inventory and collection records shall be maintained by the Concessionaire and a commission check with a statement of account on each event shall be remitted to the HPISD Athletic Department Office not more than ten (10) days following the completion of each event.

If payment due date falls on a Saturday, Sunday, or HPISD Holiday, then payment shall be delivered on the next business day following the date the payment is due.

25. Concessionaire will maintain complete and accurate accounts and records of all transactions made in providing concession services pursuant to this agreement in accordance with generally accepted accounting principles for a period of at least three years from the close of each contract year’s operation. Upon written notice, such records and accounts shall be available for examination and audit at any reasonable time by persons authorized by HPISD. In all purchases, orders, commitments to vendors, suppliers, building contractors, banking, and at any other time Concessionaire enter a contractual agreement in connection with its operations pursuant to this agreement. Concessionaire shall only use its full corporate name in order make it clear that any undertaking is Concessionaire’s and not HPISD’s. Concessionaire shall at no time and is not authorized to make any commitment, which purports to bind HPISD to anything without the written consent of the HPISD athletic Department.

26. The Concessionaire Agreement is subject to annual Athletic Department recommendation and approval by the HPISD Board of Trustees.

27. In the event that this agreement shall be legally terminated and litigation is thereafter necessary to evict Concessionaire from any HPISD premises, Concessionaire shall pay all reasonable legal fees, and all court costs incurred by HPISD in connection therewith.

28. The parties agree that all notices therein provided, shall be in writing and shall be hand delivered or mailed, postage prepaid, and addressed as follows:

SEE NEXT PAGE FOR SIGNATURE PAGE
To: Approved Concessions Vendor

This agreement shall be construed in accordance with and governed by the laws of the State of Texas.

BY: ___________________________________________________________________________ ___________________________
    Concessionaire

BY: ___________________________________________________________________________ ___________________________
    Johnny Ringo, Athletic Director

BY: ___________________________________________________________________________ ___________________________
    Brent Ringo, Assistant Superintendent for Business and Finance