



REQUEST FOR PROPOSALS (RFP) 25-003

Beverage Supply Services for The Ballpark at League City

The City of League City is now accepting sealed proposals for Beverage Supply Services for The Ballpark at League City. Sealed proposals must be received by 10:00 a.m., CST, Thursday, November 21, 2024. The clock located at the front desk in City Hall will be the official time. Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Proposals will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at City of League City, City Hall, 300 West Walker Street, League City, TX 77573.

The question deadline for this bid is Thursday, November 7th, 2024 at 5:30pm and the final question addendum will be posted by Wednesday, November 13th, 2024 at 5:30pm.

The RFP packet may be obtained from the City's website at: <https://www.leaguecitytx.gov/bids.aspx>

All inquiries about this RFP must be submitted in writing to the Purchasing Department at via email: purchasing@leaguecitytx.gov.

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City of League City RFP #25-003
Beverage Supply Services for The Ballpark at League City

I. Introduction

The City of League City is soliciting proposals from interested and qualified firms for Beverage Supply Services for The Ballpark at League City. The City reserves the right to make a single award or multiple awards to accomplish all services outlined in this RFP.

A. Clarification and Interpretation of RFP

1. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to the other providers and as they pertain to the needs of the organization as defined in this document.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals all information contained in proposals shall be kept confidential. Contracting information, as defined by Texas Government Code 552 (and defined below in this document), shall be open for public inspection upon Council award of contract or rejection of all bids. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets or proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be **stamped with the term CONFIDENTIAL** on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the conclusion of the evaluation process. If the Proposer wishes to claim that information is proprietary, Proposer must demonstrate based on specific factual evidence that disclosing the information would reveal one or more of the following: an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information

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that will be used in future solicitation or bid documents; or give advantage to a competitor.

The process to be followed upon receipt of an Open Records Request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) why the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contains the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general receives the request for a decision.

Definitions:

Contracting Information – information in a voucher or contract relating to the receipt or expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Proposer related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets – all forms and types of information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to keep the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

D. Background Information

League City is a home-rule, incorporated city with a 2024 population of approximately 121,598. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in northern Galveston County and southeast Harris

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County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, quick access to entertainment, and a unique heritage. The City is governed by a Council/Manager form of government and municipal services are provided by 685 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, John Baumgartner, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, and two (2) Assistant City Managers. The City is a CDBG entitlement community that receives federal funding from the Department of Housing and Urban Development.

II. Instructions to Proposers

A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.

1. At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the evaluation process. Except for information clearly marked "confidential", all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City once submitted.

Proposers can attend the opening in person at the address below:

**City of League City Hall
300 West Walker Street
League City, TX 77573.**

Receipt of Proposals and Opening Sign-In Sheet will be uploaded to the City website within 48 hours after proposal opening.

2. The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals could be considered non-responsive and result in disqualifications. Proposers shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. Failure to arrange the proposal as requested may result in disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages, excluding cover page, resumes, sample documents and attachment A forms.

Proposals shall have 1" margins and be single-sided, single spaced, and using Times New Roman 12-point font. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding of hard copies is paper clip, binder clip or three-ring binder. It is our preference that no papers are stapled.

B. Proposal Submission

The City will receive proposals electronically through Public Purchase or hard copies delivered to the Purchasing Department.

1. Public Purchase – Electronic Submission

Proposals can be received electronically through www.publicpurchase.com. Instructions for Public Purchase can be found on Attachment B. Please be advised it can take up to 24 hours for an account to become active with Public Purchase. If you need any assistance with the process, you can contact Public Purchase at support@publicpurchase.com.

2. Delivery or Mail – Hard Copies

Hard copy proposals can be submitted with one (1) marked original and one (1) marked copy properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

Beverage Supply Services for The Ballpark at League City
City of League City
Purchasing Department
City Hall
300 West Walker
League City, TX 77573

Monday – Thursday: 7:30 am to 5:30 pm

Friday: 7:30 am to 12:00 pm

Proposals sent via courier must be sealed in a separate envelope inside of the mailer.
Mark envelope/package: *RFP #25-003 Beverage Supply Services for The Ballpark at League City*

C. Proposal Timeline

The Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued:	October 25, 2024
Deadline for Submitting Questions:	November 7, 2024 @ 5:30pm
Proposal Submission Deadline:	November 21, 2024 @ 10:00am
Anticipated Contract Start Date:	January 2025

III. Scope of Work

A. General

The City of League City ("City") is seeking qualified vendors ("Suppliers") for Beverage Supply Services for The Ballpark at League City ("BPLC") located at 1150 Ballpark Way, League City, Texas 77573. BPLC has two (2) on-site restaurants and beverage supply services are being sought for both.

The quantities in this Request for Proposals are estimates. These estimates are for acquainting the Supplier with probable quantities to be expected during the contract term. These estimates are not intended to set forth minimum or maximum quantities.

The goal of the contract is to improve beverage services and increase net revenues by maximizing the availability of product.

The City will utilize the Supplier's services at the inception of the contract. The City reserves the right to modify the number and location of delivery points and operations using the contract as needs warrant.

B. Definitions

1. "Fountain Beverage(s)" means all drinks for independent consumption which are: cold carbonated or non-carbonated, non-alcoholic, naturally and/or artificially flavored, natural and/or artificially sweetened, including sodas, teas, mineral and/or spring waters, and hypertonics, isotonics, and hypotonics (sports drinks, energy drinks, and fluid replacements).

2. "Retail/Packaged Beverage(s) (ready-to-drink and for retail sales - bottles, cans, boxes) means all drinks for independent consumption which are: cold carbonated or non-carbonated, non-alcoholic, naturally and/or artificially flavored, natural and/or artificially sweetened, including sodas, teas, mineral and/or spring waters, fruit or vegetable juices, and hypertonics, isotonics, and hypotonics (sports drinks, energy drinks, and fluid replacements).

3. "Partial Exclusivity for Retail/Packaged Beverage(s)" means the successful supplier shall have a partial exclusive right to supply beverages on site.

4. "Permitted Exceptions" means that the City shall have the right to serve, sell or dispense "signature" beverages required by any branded operations. Other permitted exceptions would include any defined beverage categories that cannot be supplied by the supplier.

C. Requirements

1. Fountain/Retail Sales - Fountain Dispensing Equipment:

a. Dispensing equipment must be supplied, installed, and maintained by the Supplier at no cost to the City throughout the life of the contract.

b. All existing lines should be replaced with new lines upon installation. Lines should be inspected regularly to ensure that there are no cracked or leaking lines.

c. All equipment must be new, or refurbished like new, and state-of-the-art, and remain in that condition throughout the life of the contract.

- The equipment needs to be state-of-the-art to better serve customer needs and to increase business at this location.

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- The Supplier shall recommend and provide equipment upgrades at no cost to the City throughout the life of the contract.
- d. Dispensing units for the restaurants should have a minimum of two dispensing stations and bars should have a handheld option.
- e. Supplier shall supply portable pre-mix units and dispensing trucks and trailers as requested for special events.
- f. All dispensers must be equipped with filters, locks and/or shut off devices at no cost to the City throughout the life of the contract.
- g. All dispensers must be equipped with separate water supply shut off.
- h. All dispensers must have separate valves for self-service still or soda water if requested by the operation.
- i. The syrup must be either 3- or 5-gallon bag-in-the-box containers.

2. Finished Product

- a. The Supplier must be able to provide a full line of carbonated and non- carbonated beverage products at all fountain locations as reasonably determined by both parties.
- b. If the Supplier enters new beverage categories, produces new beverage products or makes changes to existing products, the City and the Supplier shall decide whether those beverage products will be sold on site during the term of the agreement.

3. Pricing

- a. Prices shall be “delivered” costs. No fuel surcharges will be allowed.
- b. If there is an adjustment in pricing during the original term of the agreement the Supplier must provide advance notice to the City. The City would prefer that prices remain fixed for 6-month periods before any adjustment is made to match the market rate, but is open to discussion during contract negotiations.

4. Special Fountain Requirements

- a. The Supplier must provide equipment service or repair free of charge, seven days a week with a guaranteed 4-hour response time, all parts included throughout the life of the contract.
- b. The Supplier shall provide an equipment replacement guarantee for any equipment that cannot be brought up to full working capacity in less than 48 hours throughout the life of the contract.
- c. CO2 necessary for dispensing syrup must be supplied to the City upon request, as part of the agreement. Any CO2 will need to be provided using standard 20-pound tanks. All empty 20- pound tanks must be removed during the delivery of full tanks.
- d. During designated times when the park is closed to the public, the City requires that the Supplier flush the bulk soda lines and brix all the dispensers. This should be completed quarterly, at minimum.

5. Ordering/Delivery Conditions

- a. City representatives from BPLC will place orders using the designed ordering method before a pre-determined cut off time. The cut off time shall be no earlier than noon the day before delivery. All orders received prior to the predetermined cut off time will be delivered the next day.
- b. Deliveries will be based on a mutually agreed upon delivery schedule considering time constraints that exist for some operations. The number of deliveries to each

restaurant will be determined by the current needs of BPLC. Deliveries will be available Monday through Friday.

c. If, due to an unforeseen circumstance, a scheduled delivery will be delivered late, the supplier shall notify the City prior to the expected time of arrival. If, due to unforeseen circumstances, there is a delivery failure, the supplier shall make corrective action by delivering the needed product the following day.

d. The City reserves the right to modify orders to include 16-ounce plastic bottles and cans if the need arises. There will be NO glass bottles delivered under any circumstances.

6. Delivery Procedures

a. All products shall be maintained at the proper temperature throughout their staging, loading, and transportation. All the Supplier's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation.

b. All the Supplier's facilities and delivery vehicles must conform to local, state, and federal rules and regulations regarding sanitation, and are subject to inspections by the City or other officials at the discretion of the City.

c. The Supplier's delivery person will deliver and off-load all products to an area inside BPLC designated by the City. At no time may product be left unattended outside, on delivery docks, or in any unsecured area.

d. The Supplier is responsible for any needed equipment to complete the delivery process. All equipment used (such as delivery crates) which holds product, should be visibly clean and maintained by the Supplier. The Supplier is responsible for removing all packaging and waste from the delivery area, including the gathering and removal of empty plastic delivery crates. The Supplier will charge no deposit for delivery crates or other equipment.

e. The Supplier's delivery personnel must have each delivery notice signed by a designated City employee. This signature will indicate that the order has been reconciled to the actual items delivered.

f. All delivery personnel shall observe good practices of personal hygiene when handling product and must conduct business with all City and BPLC staff in a competent, courteous and professional manner.

7. Guarantee

a. The supplier shall guarantee the freshness and wholesomeness of all delivered products and all products delivered shall have a reasonable "shelf life".

b. All products need to be clearly and individually stamped with a code for date of consumption and/or expiration.

c. Incorrect deliveries or deliveries containing damaged or inferior products are to be returned at the time of delivery, or if such qualities are discovered post-delivery, are to be picked up and credited on the next scheduled delivery day.

8. Substitutions and Shortages

a. Unless a variation is noted, it is assumed that the Supplier can supply the proposed products Monday through Friday.

- b. The Supplier shall make no substitutions without the approval of a City representative.
- c. The Supplier shall make no substitutions without the approval of a representative from the City.
- d. The Supplier's delivery personnel shall communicate any shortages or substitutions to the City at the time of delivery.
- e. If the Supplier is aware of any issues, such as production problems that would cause shortages, the Supplier shall notify the City as far in advance as possible so any necessary adjustments can be made. Additionally, the Supplier shall inform the City of the anticipated delivery date of products reported as out of stock.

9. Miscellaneous Requirement Items

- a. Invoices: An itemized invoice, including the restaurant name and restaurant number, delivery date, item name, purchase unit, actual unit cost, extension and total charges shall accompany all deliveries.
- b. Nutritional Information: If nutritional information for each beverage is not already printed on the packaging, it must be provided after bid award.
- c. As needed the Supplier will provide electronic usage reports for each restaurant detailing how many of each product has been purchased on a monthly and/or annual basis including extended costs, as directed by the City.
- d. The Supplier shall have one or more account representatives assigned to the City. This person will be expected to handle any City complaints or inquiries regarding the order delivery schedule, accounting concerns, product quality, delivery procedures, and general oversight of the entire process to maintain a smooth and efficient partnership between the City and the Supplier.
- e. The Supplier must have a representative available who can be reached for emergency needs. This person must be available by cell phone or other means so that they can be easily contacted. The representative must respond to emergency requests within two (2) hours during normal business hours.
- f. The Supplier must have an established system in place to quickly communicate any product recalls if they occur. Notification shall be made immediately to each of the restaurants that order the product being recalled.
- g. Emergency Support: In the case of an emergency, including severe weather, strike, earthquake, or other act of nature, the Supplier shall assist the city by maintaining relatively normal delivery schedule or by facilitating deliveries through an alternate supplier.

IV. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

1. Completed Proposal Cover Sheet (Attachment A)
2. Tab A – Qualifications and Experience
3. Tab B – Project Methodology
4. Tab C – Project Implementation
5. Tab D – Pricing and Fees (use Cost Sheet in Attachment A)
6. Tab E – Forms (Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire
 - HB 89 Verification Form

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

1. TAB A – Qualifications and Experience

a) Qualifications

1. Provide a brief description and history of the company including current size and how many persons in the company are to be directly engaged in the proposed services.
2. Include the names, qualifications, years of experience and other detailed background information of the local management team directly responsible for local operations.

b) Experience

1. Discuss the company's prior service experience in providing the proposed service to other organizations of comparable size.
2. Provide a list of all municipal customer contracts in Texas where services were provided.
3. Proposer is to provide at least five (5) references from governmental agencies for which you have provided this type of service. Include the name of the agency, contact name, telephone numbers, email address, date/length of the contract and a brief summary of work.

2. TAB B – Project Methodology (“Planning Stage”)

- a) Include a comprehensive transition plan and timeline for total program start-up.
- b) Provide a detailed description of customer service approach, plan and program as it relates to the proposed service.

3. TAB C – Project Implementation (“How plan is executed”)

- a) Describe in detail how the service will be provided without disrupting ongoing operations and describe in detail product processing information including quality controls.
- b) Provide further detail on how the transition plan will be implemented and any logistical details not included in your overall timeline.

4. TAB D - Pricing and Fees

- a) All rates and fees must be listed on the proposal cost sheet. The city will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of the agreement.
- b) Describe how and when the fees apply.
- c) Details of any alternate method of compensation your company would consider.
- d) Identify and list all special services and identify charges pertaining to such service.

5. TAB E – Forms (Attachment A)

- a) Completed City of League City Texas Public Information Act
- b) If required, provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).
- c) House Bill 89 Verification Form

B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

1. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. During the evaluation process, Proposers may be asked for additional information or clarification of proposal as needed. The City will evaluate all proposals based on the following criteria:

Criteria	Points
Qualifications and Experience	25
Project Methodology	30
Project Implementation	15
Pricing and Fees	30
Total	100

2. Pricing and fees will be evaluated based on the total cost. The formula used will be: lowest submitted proposal’s price/price of your proposal * 30.
3. Once proposals are scored, the evaluation team will select finalist(s) and decide whether interviews should be conducted. Should interviews be conducted, each evaluation team member will award each finalist up to 30 points for their oral presentation and can amend proposal scores based on the interview.
4. Proposal and interview scores will be combined, and the highest scoring proposal identified. The City will then begin contract negotiations with that Proposer.

5. Should negotiations be unsuccessful, the City shall enter negotiations with the next-highest-ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.

6. This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

7. The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer, and reserves the right to modify evaluation scoring based on this information.

V. Contract Terms and Conditions

A. General

This will be a three (3) year contract, with two (2) one-year renewal terms available upon the mutual agreement of the parties. An escalation percentage for any renewals will be established prior to the signing of the original agreement. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion. The City reserves the right to make a single or multiple awards, whichever are in the best value to the City to accomplish all services outlined in this proposal.

B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

TERMS AND CONDITIONS

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

QUANTITIES: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;

(2) Employers Liability Insurance protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.

(3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person,

\$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;

(4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: <https://www.leaguecitytx.gov/bids.aspx>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Purchasing Department's desk at City Hall, 300 West Walker Street, League City, Texas, 77573 shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document

incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

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

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them. Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all Beverage Service for Ballpark of League City related

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correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of League City, Accounts Payable at, accountspayable@leaguecitytx.gov. Invoices can be mailed to Attn: Accounts Payable, to the address: 300 W. Walker St., League City, TX 77573. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;
2. Otherwise fails to perform in accordance with this contract;
3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

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

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

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CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a Certificate of Interested Parties (Form 1295) at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of League City from entering into a contract with the contractor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of League City from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.