

REQUEST FOR SEALED PROPOSALS

Notice is hereby given that the City of Fort Stockton is requesting sealed proposals for:

Management of the Fort Stockton Convention Center Theater

Sealed proposals must be mailed to the **City of Fort Stockton, P.O. Box 1000 or 121 W. Second Street, Fort Stockton, Texas, 79735**. The deadline for receiving sealed proposals is **4:00 p.m., Friday, June 7, 2024**, in the Office of the City Secretary; at which time they will be opened publicly and read aloud. Sealed proposals received after the specified time of closing will be returned unopened.

To obtain a packet, please contact City Secretary Marina Cantu @ (432) 336-8525, Fort Stockton City Hall, P.O. Box 1000 or 121 W. 2nd Street, Fort Stockton, Texas 79735.

Sealed bids must be submitted in a sealed envelope & marked:

“Theater Management at the Fort Stockton Convention Center”

In furthering our goal to continue to provide community events to the citizens of the City of Fort Stockton, the City is seeking to receive sealed proposals for Theater Management at the Convention Center.

Therefore, it is in the best interest of the City of Fort Stockton to obtain a qualified management team to provide **movie entertainment for the Convention Center**.

The City Council reserves the right to accept the statement which, in its judgment is from the most responsible firm; to reject any or all statements; and to waive irregularities or informalities in any statement submitted.

The City of Fort Stockton is an Affirmative Action/Equal Opportunity Employer.

By order of the City Council at a Regular Meeting held on the May 13, 2024.




Marina Cantu, City Secretary

Request for Proposals

City Convention Center Theater Management City Of Fort Stockton, Texas

PROFESSIONAL SERVICES

The City of Fort Stockton (the "City"), is requesting proposals from qualified respondents in good standing (Proposers), to provide proposals for the management and operation of a movie theater within the City Convention Center located at 2181 W. IH 10, Fort Stockton, Texas, 79735. The proposers will provide a management and operations plan to successfully run a single-screen movie theater.

PROPOSAL SUBMISSION

A written proposal, inclusive of all requested information and supporting documents, shall be submitted to the City Secretary, Marina Cantu, 121 W 2nd Street, City of Fort Stockton, Texas, 79735. Proposals shall be received by 4:00 p.m. on June 7, 2024, at which time the proposal shall be opened publicly at the City Hall.

Proposals received after the hour specified will not be considered. Please be aware that overnight delivery does not guarantee that the Proposals will be received on time. Proposers are invited to be present at the RFP opening located the City Hall, 121 W 2nd, City of Fort Stockton, Texas, 79735.

PROPOSER'S CLARIFICATION

By submitting a proposal, the proposer certifies that the RFP has been fully read and that the proposer understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

SCOPE OF SERVICES

The scope includes overseeing staffing, customer service and daily operations of a single-screen movie theater. The square footage of the theater room is 1,562 sq. ft. with a screen size of 14.5'x19.5'. The seating capacity is 99. Services shall include:

- Independently ensure day-to-day functions are carried out efficiently.
- Oversee theater concessions and sales
- Set work schedules to ensure adequate staffing for concessions, ticket counter, projection booth and custodial duties.
- Responsible for accountability of inventory and cash drawers
- Promotional materials and marketing within local and surrounding areas
- Ability to coordinate with Convention Center Staff use of the screen for limited training purposes
- Ability to communicate with Convention Center Staff in an effective and professional manner

INSURANCE

The Successful Proposer, at the time of execution of the contact, shall also furnish the City with insurance certificates of adequate limits, as later indicated, to protect the City of Fort Stockton, its agents, and

employees, from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the services.

WORKERS' COMPENSATION AND PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, sub-contractors, agents, or employees have been negligent, and the Proposer shall keep the City free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, produce evidence of settlement of any such action before final payment shall be made by the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Fort Stockton as additionally insured. Certificates of such insurance shall be filed with the City Secretary.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, **naming the City of Fort Stockton, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage**, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City. Such certificate shall be issued to: **City of Fort Stockton, 121 W 2nd Street, Fort Stockton, Texas, 79735**. All policies shall be in effect with companies holding an A.M. Best rating of "A-" or better and shall be licensed to do business in the State of Texas.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City a copy of their Certificate of Insurance for Workers' Compensation and liability for bodily injury and property damage.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, the Proposer agrees as follows:

The Proposer will not discriminate against any employees or applicant for employment because of race, color, religion, sex, or national origin. The Proposer will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices which may be provided by the City setting forth the provisions of this nondiscrimination clause.

The Proposer will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

In the event of the Proposer's noncompliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole, or in part and the Proposer may be declared ineligible for further City contracts.

The Proposer will include the provisions of these paragraphs in every subcontract or purchase order unless exempted.

OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Proposer at all times during the term of this contract shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The Proposer shall comply fully and completely with any and all applicable State and Federal statutes, rules, and regulations as they relate to hiring, wages, and any other applicable conditions of employment.

WITHDRAWAL OF PROPOSALS

Proposers may revise or withdraw their proposals at any time prior to the due date and time. No proposals may be withdrawn for a period of ninety (90) days following the formal opening and receipt of proposals by the City of Fort Stockton

PROPOSAL REJECTION

The City of Fort Stockton reserves the right to reject any or all proposals and to accept or reject any part of any proposal. It also reserves the right to waive any technical defects or minor irregularities, which in its discretion, is in the best interest of the City.

EXECUTION OF CONTRACT

The successful Proposer shall, within ten (10) calendar days after mailing of contract documents by the City to the Principal, enter contract with the City.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Proposer shall not base any claim for modification of the contract upon any prior representation or promise made by the representatives or the City, or other persons. All attachments are considered as part of this document.

CONTRACT TERMINATION

The City shall have the right to terminate a contract or a part thereof before the work is completed in the event:

1. Previous unknown circumstances arise making it desirable in the public interest to void the contract.
2. The proposer is not adequately complying with the specifications.
3. The proposer refuses, neglects, or fails to supply properly trained or skilled supervisory personal and/or workers or proper equipment.
4. The proposer in the judgment of the City is unnecessarily or willfully delaying the performance and completion of the work.
5. The proposer refuses to proceed with work when and as directed by the City.
6. The proposer abandons the work.

EVALUATION OF PROPOSALS

The City of Fort Stockton will evaluate each written proposal, determine whether oral discussions with the individuals, firms or organizations are necessary, then based on the content of the written proposal and any oral discussions, select the best qualified for the assignment and which is most advantageous to the City of Fort Stockton, price and all other factors considered.

The evaluation will be based upon the following areas:

- A. Completeness of response to the RFP
- B. Overall Plan
- C. Relevant experience
- D. References
- E. Bidder Financial Stability
- F. Best value to the City (Sec. 252.043 of the Local Government Code):
In determining the best value for the municipality, the municipality may consider:
 - (1) the purchase price;
 - (2) the reputation of the bidder and of the bidder's goods or services;
 - (3) the quality of the bidder's goods or services;
 - (4) the extent to which the goods or services meet the municipality's needs;
 - (5) the bidder's past relationship with the municipality;
 - (6) the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - (7) the total long-term cost to the municipality to acquire the bidder's goods or services;
 - (8) any relevant criteria specifically listed in the request for bids or proposals.

The key member(s) of the contract identified must be assigned to the contract and must remain assigned to the contract for its duration unless the City agrees in writing to modify the assignment. If a key member leaves during the contract, the City must be notified immediately, and the contractor must submit the replacements name and credentials for approval by the City prior to that person starting work on the contract.

REVIEW OF PROPOSALS

The City will review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The City shall conduct a preliminary evaluation of all proposals based on the information provided. The City will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may disqualify a proposal.

The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:

To ensure fair consideration for all proposers, the City prohibits communication to or with any department director, division manager or employee during the submission process with the exception of those questions relative to interpretation of specifications or the proposal process. No interpretations of the meaning of the RFP documents will be made to any bidder orally.

Every request for such interpretation shall be submitted in writing to be given consideration must be sent in prior to 10:00 A. M. on June 3, 2024. Direct inquiries to:

Marina Cantu
City Secretary
121 W 2nd Street
Fort Stockton, TX, 79735
Office - (432) 336-8525
nicantu@cityfs.net

Additionally, the city prohibits communications initiated by a proposer to any City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.