



**REQUEST FOR
PROPOSAL**

RFP# 23146
Restaurant Facility Operator
Epic Central
2979 South Highway 161
Grand Prairie, TX 75052

FOR THE CITY OF GRAND PRAIRIE, TEXAS

ISSUE DATE: May 21, 2023

DUE DATE: JUNE 22, 2023
DUE TO: Venona McGee, Sr. Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050

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CITY OF GRAND PRAIRIE

ADVERTISEMENT FOR PROPOSALS

Proposals will be received at 300 W. Main Street, Grand Prairie, Texas, until June 22, 2023, at 2:00 PM, and publicly opened and read at that time for the procurement of the following:

RFP# 23146- RESTAURANT FACILITY OPERATOR FOR EPIC CENTRAL RETAIL SPACE 4

There will be a Pre-Proposal Meeting held on Wednesday, May 31, 2023, at 2:00 PM at The Summit located at 2975 Esplanade Dr, Grand Prairie, TX 75052. Access to the interior of retail space 4 will be made available to attendees to view immediately following the Pre-Proposal Meeting. Access will not be granted on any other date prior to awarding the RFP.

Further information and specifications may be obtained at www.planetbids.com, www.gptx.org, or from the Purchasing division at (972) 237-8262.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: May 21, & May 28, 2023

REQUEST FOR PROPOSALS

It is the intent of the City of Grand Prairie, Texas (City) to select a restauranter through this process for the project requested.

Submissions are to include the information requested, in the sequence and format prescribed. In addition to, and separate from the requested information, submitting businesses may provide supplementary materials further describing their qualifications, capabilities, and experience.

Sealed submissions are to be submitted to <https://pbsystem.planetbids.com/> or to the Purchasing Department, 300 West Main Street, Grand Prairie, Texas 75050 no later than 2:00 p.m. local time on **June 22, 2023**. Clearly mark submissions as "**RFP# 23149- EPIC CENTRAL RETAIL SPACE 4**, and directed to the attention of Venona McGee, Sr. Buyer, Purchasing , City of Grand Prairie. Sealed submissions will be publicly opened, Proposer's names read aloud, and the results posted publicly upon award of the professional services contract.

The City of Grand Prairie will evaluate and rank each submission in relation to the criteria set forth in the Request for Proposals (RFP) by the date specified in the procurement schedule contained herein.

Proposers are advised that from the date of issuance of this RFP until the award of the contract, NO contact with personnel related to this solicitation is permitted, except for contact at the Mandatory Pre-Submittal Conference or with the designated contact person listed above.

Except as otherwise noted in this RFP, all questions shall be **submitted via email in written form** and answers will be sent via e-mail on **June 8, 2023**, to all known prospective proposers. The City of Grand Prairie shall not be responsible for any oral communication or instructions. Additional information may become available and, along with the responses to all substantive questions and document requests, may be made available at any point during this process.

All questions regarding this RFP must be made by email:

TO:

Venona McGee, Sr. Buyer
Purchasing Department
City of Grand Prairie
vmcgee@gptx.org

BACKGROUND

Right in the heart of the Dallas/Fort Worth Metroplex lies the city of Grand Prairie, one of the best cities in Texas according to Money magazine (2008).

Conveniently located just minutes from DFW International Airport, Grand Prairie offers easy access to both Dallas and Fort Worth. Stay in one of many Grand Prairie hotels, and you're just a few minute's drive from dozens of Dallas tourist attractions, including Six Flags Over Texas, the Ballpark at Arlington, and Cowboys Stadium. One of the areas newest destinations includes Grand Prairie's own "Epic Central".

Centrally located in Grand Prairie off State Highway 161 just north of Interstate 20, Epic Central currently offers Chicken N Pickle farm fresh food and indoor/outdoor pickleball courts, Epic Waters Indoor Water Park, The Epic mega-recreation center, The Epic Black Box Theater, PlayGrand Adventures all-access playground, the Summit Active Adult Center, Prairie Paws Animal Shelter, Central Bark Dog Park and Main Event Entertainment. The site also includes six new restaurants, an amazing water and light show, and Bolder Adventure indoor adventure park. In the Fall of 2023, two conference hotels and a parking garage will be completed, as will on-land interactive experiences, unique programming, and an ever-changing rotation of entertainment.

GOALS/OBJECTIVE

The goals/objective of this RFP is to award an operating agreement and long-term lease to an operation who will accomplish the following:

1. Provide a restaurant, and/or entertainment related operation with a distinctive menu/experience that will cater to visitors of Epic Central and draw people to the area for a memorable experience;
2. Maximize attendance through featured menu items, service, ambiance, and special events marketing;
3. Assess, provide, and install all necessary furnishings and equipment over and above current existing inventory in order to create an attractive and inviting destination;
4. Implement quality marketing and advertising campaign; and
5. Work in unison with the City during the normal course of business to ensure an optimum experience for those frequenting the restaurant and surrounding businesses.

Furthermore, the proposed restaurant will promote public enjoyment, provide job opportunities for local residents, and complement the City of Grand Prairie. The proposed restaurant proposal must work to be consistent with the City Council vision for the City's roadmap to enhancing the community's quality of life, fueling intelligent growth, encouraging innovation, positioning the City of Grand Prairie as the location of choice for diverse and dynamic people, and attracting desirable businesses and jobs to the region.

SCOPE OF SERVICES

The City is soliciting proposals from qualified and experienced restaurateurs to enter into a lease to occupy designated interior and exterior restaurant space located at Epic Central, 2979 South Highway 161, Grand Prairie, TX 75052. The space is 5,090 GSF, 4,640 NSF and can be divisible if desired, at which time there can be more than one award of the RFP.

The City is also seeking as part of said proposals, plans for the space described in Exhibit A from restaurateurs with proven backgrounds in the restaurant or food service industry. The City hopes to receive proposals that will offer a new and creative experience at Epic Central while complementing existing and adjoining attractions.

The City anticipates the operator will have the opportunity to capture demand from the surrounding workforce and residents, visitors to local attractions, as well as from foot traffic generated by the many special events held in and around the area.

PROPOSED SCHEDULE

The major milestones on the project schedule are currently projected to be:

Advertise RFP	May 21, 2023
Pre-Proposal Meeting	May 31, 2023
Questions & Request for Information	June 5, 2023
Responses Issued	June 8, 2023
Proposals Due	June 22, 2023
Interviews	TBD
Anticipated Final Selection pending City Council approval	TBD (Summer 2023)

PROFESSIONAL QUALIFICATIONS

To be eligible to respond to this RFP, the proposing operator must demonstrate that they, or the principals assigned to the project, have successfully completed services similar to those specified in the Scope of Services section, and have relevant experience and expertise in providing services pertaining to operating a restaurant.

- Prospective operator must have been engaged in the business of performing any of the above-mentioned services within the last three years.
- Prospective operator must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees. The City reserves the right to request a copy of submitters audited or unaudited financial statement. When financial statements are requested, the City will review the audited or unaudited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the financial resources and ability to perform the contract or provide the service.
- Prospective operator must have a verifiable record of past successes and record of performance.

PROPOSAL REQUIREMENTS

To facilitate comparison and evaluation, proposer must follow the format outlined in this section. Failure to follow the required format may, at the sole discretion of the evaluation committee, result in the rejection of the submittal.

Interested parties MUST submit the following items or consideration by either of the following delivery methods:

- Online through www.planetbids.com
contact support@planetbids.com for assistance in responding via the website.
- One original copy and (1) electronic copy (flash drive) delivered to the Purchasing Division by sealed envelope:
City Hall
300 W. Main Street
Grand Prairie, TX 75050.

Responses should demonstrate an understanding of the requirements and present the following information in the same chronological order as presented below clearly divided by the numbered sections, along with all required appendices/attachments. Respondents should provide the following:

- A. Cover Letter summarizing your organization's ability to undertake the requirements sought in this request for proposals – your overall approach to the effort, key abilities of your proposed management team, and distinguishing factors on why your organization should be selected.
- B. Organization Information
 - a. Business Plan (Include hours of operation)
 - b. Full legal company name, organization structure (e.g., corporation, partnership, joint venture) of respondent(s), and complete contact information including mailing address, phone and fax numbers, and email address.
 - c. Describe the respondent's organization and staff team as it relates to the business planning, implementation, marketing, and operation of the restaurant concepts. Include an organizational chart of personnel that would be involved in the management effort.
 - d. Respondent should include a financial statement prepared in accordance with standard accounting procedures. Financial statements should include: annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Respondent should include supporting documentation of their financial worth, including financial statements, balance sheets and income statements and tax returns from the past three (3) years (corporate or personal). Where applicable, include published and publicly-available financial data it's the respondent, and its partners and participants where applicable, including assets.
- C. Experience and References
 - a. List of all current management contracts/responsibilities held or previously held by organization of members of the team for food retail concepts, restaurants, and other similar venues. Include contact person information (title, phone number, and email

address) and a narrative description of responsibilities and major accomplishments for each facility.

- b. List any contracts that have been terminated or have been renewed within the last five (5) years, and include the name of a contact person. The contacts provided should be individuals who are capable of speaking to the management entity's performance on the contract cited.
- c. Describe the most similar facilities/projects (i.e., size of facility, mission, size of restaurant, and/or market orientation) that the organization or members of the team currently manage or have managed in the past.
- d. Restaurant teams must demonstrate capacity in all aspects of the restaurant operation including but not limited to – marketing plan, food preparation, business and financial plan development, and physical design capabilities, and operations.
- e. Respondent should preferably provide evidence for at least the last three (3) years that they have been engaged in food and beverage retail and restaurant operation and that such operations each generated not less than \$500,000 in annual gross revenue.

D. Overall Approach to the Restaurant

- a. Proposed suggestion for rent and tenant improvement amounts;
- b. Proposed amount of percentage of gross sales to City OR proposed lease amount of facility;
- c. Workforce: Respondents should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women;
- d. Community Involvement: Respondent should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises;
- e. Respondents should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.
- f. Sample menu and pricing plan.
- g. Proposed Capital Investment and Design. Respondent should submit a detailed timetable describing all respondent's proposed designs and improvements. The timetable should clearly outline all intended improvements, the project costs of these improvements, and the anticipated commencement and completion dates of these improvements along with evidence of financing therefore.
- h. Schematic floor plan, restaurant layout, and renderings if applicable for both interior and exterior space. Respondent should include detailed plans for the design of the restaurant, including renderings, drawings, maps, and diagrams as applicable. Design plans should include the exterior, interior fit-out, lighting plan, signage, furniture plan, and greenspace as applicable.

GENERAL LEASE TERMS AND CONDITIONS

In addition to the terms and conditions stated elsewhere in this RFP, the proposer agrees to accept the standard City of Grand Prairie contract and lease provisions that will become part of the final contract/lease, the City of Grand Prairie retains the unilateral right to decline to issue any contract/lease as well as the right to issue a contract/lease for part or portion of the scope of work if a contract/lease is awarded.

Ownership – The applicable space, associated restaurant facilities, and Epic Central are the sole property of the City of Grand Prairie.

Contract term and rent – This will be negotiated per the terms of the contract, which is to be based on the winning proposal.

EVALUATION

An evaluation committee will evaluate all proposals. Proposals will not be opened publicly. The evaluation committee will make recommendations to Council for the final award.

	Possible Points
1. APPROACH TO SCOPE OF WORK AND CAPABILITY OF PROPOSER The proposer shall show how they intend to perform the services requested and to provide specific experience and expertise in providing required services.	10
2. PAST EXPERIENCE The Proposer shall provide specific methods and the proposer's approach to working with local or like agencies. The Proposer shall provide a detailed record of successful related business ventures and include contact name and telephone numbers of at least three (3) references.	20
3. QUALIFICATIONS The Proposer shall provide background and history that make the Proposer uniquely qualified.	25
4. MARKETING PLAN The Proposer shall provide specific information on how marketing will target increasing visitors and business to the restaurant and the Epic Central location.	25
5. MENU The Proposer shall provide a sample menu offering and price ranges.	20
TOTAL POINTS	100

Interviews

Submissions will be taken and reviewed immediately upon receipt. It is anticipated a short list of up to three (3) Offerors may be interviewed, but the City reserves the right not to conduct any interviews and to base the selection strictly on the submission submitted or to eliminate any Offeror from the selection as late as the day prior to any potential interview if the City determines the submission is insufficiently responsive to merit further consideration.

*Please note that all RFP submissions will be equitably reviewed and scored based only on the non-interview categories listed above by the selection committee with twenty (20) points associated with the interview only applying to those groups shortlisted and scheduled for interviews.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission 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 that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6.COOPERATIVE/INTERLOCAL

PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing inter-governmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction

with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee

of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys. In no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

29. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. TERMINATION: The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the

right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

32. PERFORMANCE OF WORK: VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. OWNERSHIP OF DOCUMENTS: VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

34. PRICE REDETERMINATION: Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

35. DRUG FREE WORKPLACE: VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and

employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

38. AUDIT: The CITY reserves the right to audit the records and performance of contractor during the contract and for three years thereafter.

39. INSURANCE: Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an

additional insured (to the extent contractor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

<i>Insurance Type</i>	<i>Limit</i>
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation/ Employer's Liability	Statutory \$1,000,000

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received directly from the Texas Ethics Commission.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the

current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. LOCAL PREFERENCE: Section 271.9051 of the Texas Local Government Code authorizes a municipality when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible bidder, to enter into a contract for certain purchases with a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic ☐ Woman-Owned

Certification Status: Is the company certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ☐ Yes ☐ No

(If yes, please select specific agency)

☐ State of Texas Historically Underutilized Business (HUB)

☐ North Central Texas Regional Certification Agency (NCTRCA)

☐ Women's Business Enterprise National Council (WBENC)

☐ Texas SBA

☐ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.

Authorized Signature

Title

Print/Type Name

Date

EXHIBIT A

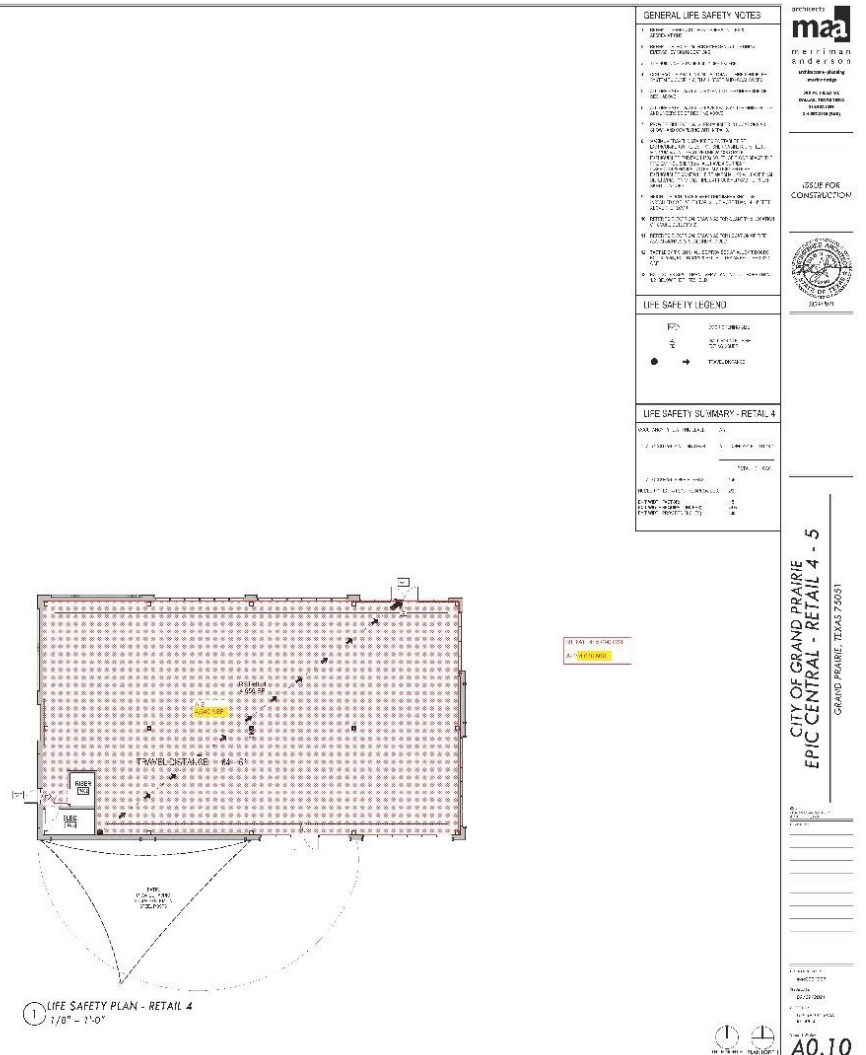


EXHIBIT B

Payment to the City of Grand Prairie will be negotiated as part of the final lease/contract, which is based on the winning proposal.

The sums listed below shall be based on your understanding of the tasks outlined in the Request for Proposals.

1. Proposal

- i. The City will annually receive a guaranteed minimum payment or percentage of combined gross sales (net of taxes) at the venue, whichever amount is greater.
- ii. Gross Sales (net of taxes):

\$800,000 and under:	_____ %
\$800,001 - \$1,000,000:	_____ %
\$1,000,001 - \$1,200,000:	_____ %
\$1,200,001 - \$1,400,000:	_____ %
\$1,400,001 - \$1,600,000:	_____ %
\$1,600,001 - \$1,800,000:	_____ %
\$1,800,001 - \$2,000,000:	_____ %
\$2,000,001 - \$2,200,000:	_____ %
\$2,200,001 - \$2,400,000:	_____ %
\$2,400,001 - \$2,600,000:	_____ %
\$2,600,001 - \$2,800,000:	_____ %
\$2,800,001 - \$3,000,000:	_____ %
\$3,000,000 - \$3,200,000:	_____ %
\$3,200,001 - \$3,400,000:	_____ %
\$3,400,001 - \$3,600,000:	_____ %
\$3,600,001 - \$3,800,000:	_____ %
\$3,800,001 - \$3,999,999:	_____ %
\$4,000,000 and over:	_____ %

iii. Guaranteed Minimum Payment: \$

iv. Guaranteed Minimum Payment: \$

NOTES

The above shall be fully completed and included with your proposal.

Fees quoted for each item shall include all costs associated with the item, including, but not limited to: labor, insurance, reproduction, phone calls, postage, etc. No direct expenses shall be billed by operator to the City.

I hereby declare that I have carefully examined the specifications, drawings and schedules on file, have visited the sites and fully informed myself of the existing conditions and limitations, that I will provide all necessary tools and apparatus, do all the work and furnish all of the materials and do everything required to carry out the aforementioned work in strict accordance with the, specifications and the related information and the requirements under them of the Commissioner of Public Works, Parks and Streets.

I further declare that no officer or employees of the City of Grand Prairie are directly or indirectly interested in this proposal, nor in the labor, or in the materials to which it relates, nor in any portion of the profits, thereof, that said proposal is made and contract will be made without collusion with any other person or persons presenting any proposal for the said labor and materials, and that said proposal is in all respects fair and just.

This proposal is submitted with the knowledge and understanding that the proposer herein hereby expressly consents to be bound by the provisions of the RFP which has been issued in connection herewith and which forms a part of this proposal.

By my signature, I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

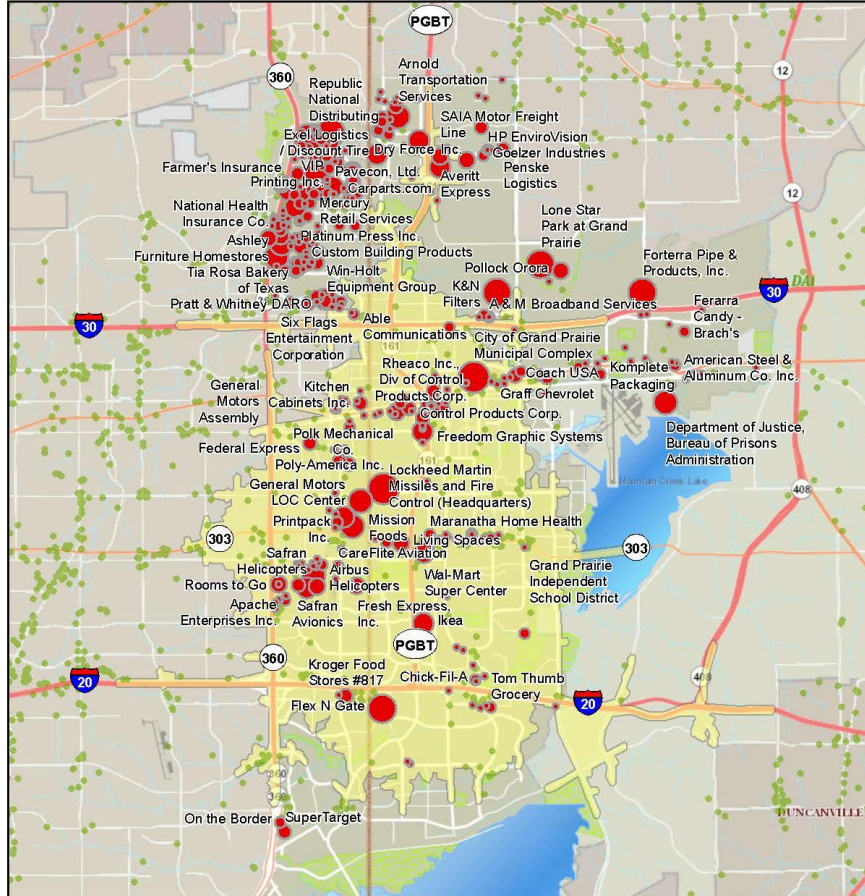
Authorized Signature

Title

Print/Type Name

Date

EXHIBIT C



1 inch = 2 miles

Prepared by ED/GIS, April 2023

PGBT/SH 161 Corridor: Selected employers in 8-minute drive time from Arkansas and PGBT/SH 161 - about 26,100 jobs

Company	Jobs	Business Activity
General Motors Assembly	5000	Auto Manufacturing
Lockheed Martin Missiles and Fire Control (Headquarters)	4000	Research and Development in the Physical, Engineering, and Life Sciences
Grand Prairie Independent School District	3800	Administration of Education Programs
Poly-America Inc.	2000	Unsupported Plastics Film and Sheet (except Packaging) Manufacturing
City of Grand Prairie Municipal Complex	1400	Public Administration
Flex N Gate	1200	Auto Accessory Manufacturing
Airbus Helicopters	600	Aircraft Manufacturing
Mission Foods	500	Food Manufacturing
General Motors LOC Center	500	Process, Physical Distribution, and Logistics Consulting Services
Safran Helicopters	400	Aircraft Engine and Engine Parts Manufacturing
Texas Dept of Health and Human Services, Regional Offices	356	Administration of Human Resource Programs
Printpack Inc.	350	Unsupported Plastics Packaging Film and Sheet Manufacturing
Standard Utility Construction, Inc.	350	Construction
Freedom Graphic Systems	300	Printing
Ikea	300	Home Furnishing Stores
Wal-Mart Super Center	300	Retail and Grocery Stores
Fresh Express, Inc.	250	Manufacturing

Selected Companies by Job #
(Source: GP Eco Dev)

- 11 - 34
- 35 - 71
- 72 - 140
- 141 - 256
- 257 - 426
- 427 - 700
- 701 - 1,247
- 1,248 - 2,564

EXHIBIT D



EXHIBIT E



Demographic and Income Profile

GRAND PRAIRIE

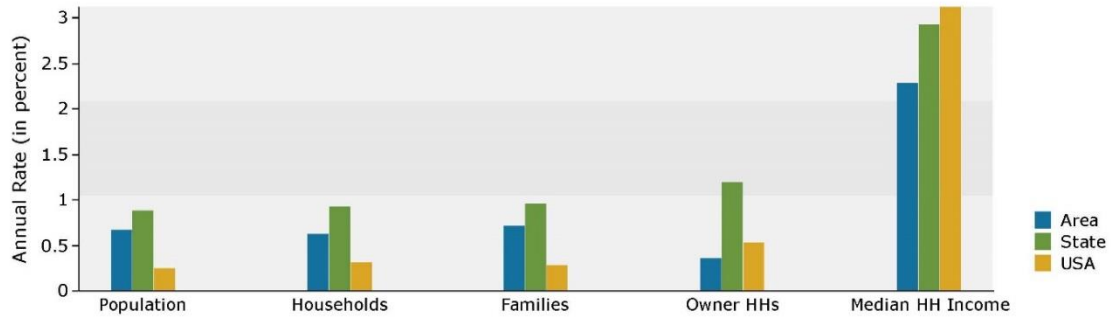
Prepared by Grand Prairie ED

Summary	Census 2010		Census 2020		2022	2027
Population	175,658		195,936		201,041	207,905
Households	58,270		64,962		66,427	68,528
Families	43,198		-		48,954	50,705
Average Household Size	3.01		3.01		3.02	3.02
Owner Occupied Housing Units	36,690		-		40,523	41,231
Renter Occupied Housing Units	21,586		-		25,904	27,297
Median Age	31.3		-		32.8	33.1
Trends: 2022-2027 Annual Rate	Area		State		National	
Population	0.67%		0.88%		0.25%	
Households	0.62%		0.92%		0.31%	
Families	0.71%		0.96%		0.28%	
Owner HHs	0.35%		1.19%		0.53%	
Median Household Income	2.28%		2.93%		3.12%	
Households by Income			2022		2027	
			Number	Percent	Number	Percent
<\$15,000			3,668	5.5%	2,704	3.9%
\$15,000 - \$24,999			3,092	4.7%	2,320	3.4%
\$25,000 - \$34,999			4,764	7.2%	3,881	5.7%
\$35,000 - \$49,999			7,735	11.6%	6,773	9.9%
\$50,000 - \$74,999			13,439	20.2%	13,225	19.3%
\$75,000 - \$99,999			10,855	16.3%	11,333	16.5%
\$100,000 - \$149,999			13,251	19.9%	15,426	22.5%
\$150,000 - \$199,999			6,042	9.1%	8,322	12.1%
\$200,000+			3,582	5.4%	4,544	6.6%
Median Household Income			\$75,861		\$84,913	
Average Household Income			\$95,708		\$110,327	
Per Capita Income			\$31,598		\$36,337	
Population by Age	Census 2010		Census 2020		2022	2027
	Number	Percent	Number	Percent	Number	Percent
0 - 4	14,920	8.5%	15,416	7.7%	16,262	7.8%
5 - 9	15,431	8.8%	15,536	7.7%	15,916	7.7%
10 - 14	15,147	8.6%	15,076	7.5%	15,547	7.5%
15 - 19	13,812	7.9%	14,247	7.1%	13,693	6.6%
20 - 24	11,904	6.8%	14,284	7.1%	13,981	6.7%
25 - 34	26,609	15.1%	32,752	16.3%	35,452	17.1%
35 - 44	27,213	15.5%	28,338	14.1%	30,179	14.5%
45 - 54	23,583	13.4%	24,913	12.4%	24,346	11.7%
55 - 64	15,355	8.7%	20,447	10.2%	19,705	9.5%
65 - 74	7,205	4.1%	13,243	6.6%	14,250	6.9%
75 - 84	3,326	1.9%	5,268	2.6%	6,856	3.3%
85+	1,152	0.7%	1,521	0.8%	1,715	0.8%
Race and Ethnicity	Census 2010		Census 2020		2022	2027
	Number	Percent	Number	Percent	Number	Percent
White Alone	92,427	52.6%	57,579	29.4%	56,350	28.0%
Black Alone	35,610	20.3%	47,350	24.2%	49,438	24.6%
American Indian Alone	1,478	0.8%	2,335	1.2%	2,432	1.2%
Asian Alone	11,450	6.5%	14,907	7.6%	15,347	7.6%
Pacific Islander Alone	183	0.1%	227	0.1%	227	0.1%
Some Other Race Alone	28,881	16.4%	38,039	19.4%	39,215	19.5%
Two or More Races	5,629	3.2%	35,498	18.1%	38,032	18.9%
Hispanic Origin (Any Race)	74,645	42.5%	88,611	45.2%	91,998	45.8%
					96,690	46.5%

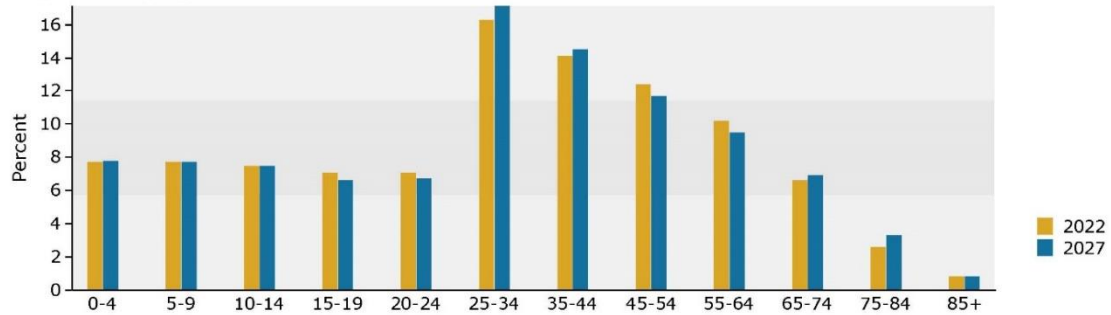
Data Note: Income is expressed in current dollars.

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.

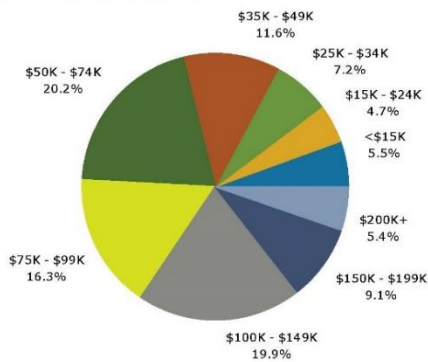
Trends 2022-2027



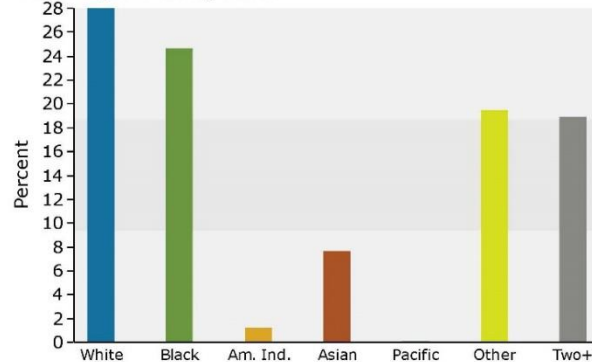
Population by Age



2022 Household Income



2022 Population by Race



2022 Percent Hispanic Origin: 45.8%

Source: Esri forecasts for 2022 and 2027. U.S. Census Bureau 2010 decennial Census data converted by Esri into 2020 geography.