

NON-COLLUSION AFFIDAVIT OF BIDDER

State of KENTUCKY County of MCCRACKEN

STEVE HELSMER verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of

DIAPINI DOTZ, LLC, has submitted the attached
bid: (Company Name)

- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;

- (3) Neither said bidder nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

Steve Helsmer
SIGNATURE

STEVE HELSMER
PRINTED NAME

Subscribed and sworn to before me this

26 Day of January 2022.

Janice Johnson
NOTARY PUBLIC in and for

MCCRACKEN County, Kentucky 1/26/22

My commission expires: June 5, 2023
Notary ID # 623581

My Commission Expires June 5, 2023

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

BID CERTIFICATION

The Undersigned, in submitting this bid, represents and certifies:

- a. He/she is fully informed regarding the preparation, contents and circumstances of the attached bid;
- b. He/she proposes to furnish all equipment/service at the prices quoted herein and bid is in strict accordance with the conditions and specifications stated herein;
- c. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened;
- d. He/she is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.
- e. The undersigned hereby certifies that he/she has read, understands and agrees that acceptance by the City of North Richland Hills of the bidder's offer by issuance of a purchase order will create a binding contract. Further, he/she agrees to fully comply with documentary forms herewith made a part of this specific procurement.

COMPANY: Dippin' Dots, LLC

ADDRESS: 5101 Charter Oak Drive

CITY, STATE & ZIP: Paducah, Kentucky 42001

TELEPHONE: 270-443-8994

FAX: 270-415-3137

EMAIL: stehei@dippindots.com

SIGNATURE: 

PRINTED NAME: STEVE HEISEN

DATE: 1/26/2022

COMPLIANCE WITH HOUSE BILL 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity.

The law applies only to a contract of a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission has adopted rules necessary to implement the law, prescribed the disclosure of interested parties form, and posted a copy of the form on the commission's website.

Filing Process:

The commission has made available on its website a new filing application that must be used to file Form 1295. A business entity must:

- 1) Use the application to enter the required information on Form 1295,
- 2) Print a copy of the completed form, which will include a certification of filing that will contain a unique certification number.
- 3) Contract Number should be the Bid/RFP Number and Bid Title.
- 4) Sign the printed copy of the form (an authorized agent of the business entity must sign),
- 5) Either include your personal information or have the form notarized,
- 6) File the completed Form 1295 with the certification of filing with the governmental body with which the business entity is entering into the contract.

The governmental entity must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity.

Information regarding how to use the filing application may be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

FOR DISADVANTAGED BUSINESS ENTERPRISES ONLY

Disadvantaged Business Enterprises (DBE) are encouraged to participate in the City of North Richland Hills bid process. Representatives from DBE Companies should identify themselves as such and submit a copy of their Certification.

The City of North Richland Hills recognizes the certifications of both the State of Texas Building and Procurement Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact:

Texas Building and Procurement Commission
Statewide HUB Program
1711 San Jacinto Blvd., Austin TX 78701-1416
P O Box 13186, Austin, TX 78711-3186
(512) 463-5872

<http://www.window.state.tx.us/procurement/prog/hub/hub-certification/>

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, Texas 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

If your company is already certified, attach a copy of your certification to this form and return as part of your packet.

Company Names: _____

Representative: _____

Address: _____

City, State, Zip: _____

Telephone No. _____ Fax No. _____

Email address: _____

INDICATE ALL THAT APPLY:

- ☐ Minority-Owned Business Enterprise
- ☐ Women-Owned Business Enterprise
- ☐ Disadvantaged Business Enterprise

CONFLICT OF INTEREST QUESTIONNAIRE

Pursuant to Chapter 176 of the Texas Local Government Code, a person, or agent of a person, who contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of North Richland Hills must file a completed conflict of interest questionnaire. The conflict of interest questionnaire must be filed with the City Secretary of the City of North Richland Hills no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of North Richland Hills or submits to the City of North Richland Hills an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of North Richland Hills. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

The Conflict of Interest Questionnaire is included as part of this document and can be found at:

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed 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.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

SHIPPIN' DOTS LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

STATE HELSNER
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 [Signature]
Signature of vendor doing business with the governmental entity

1/24/2022
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONTRACT CHANGES GRID

The Contractor has the obligation to review all documents that make up the contract documents in their entirety and include any objections or requests for modifications to the Terms and Conditions, or any of the Contract Documents, in the Contract Changes Grid included with the Notice to Bidders. No changes or modifications will be made to the contract documents unless such changes are set forth in the Contract Changes Grid, submitted to the City along with the Contractor's proposal, and agreed to by the City.

CONTRACT CHANGES GRID

Proposed Contractor/Bidder _____ ("Contractor" or "Bidder"), submits the following modifications to the City's Standard _____ ("Agreement") requesting changes to such provisions be accepted by the City and incorporated into the Agreement. Contractor understands and acknowledges that the City is under no obligation to accept the modification(s) proposed by Contractor; however, the City agrees to negotiate in good faith in consideration of Contractor's request, subject to legal requirements, City policies and advice of the City Attorney.

Section / Page	Term, Condition or Specification	Exception/Proposed Modification	Disposition (For City of NRH Use Only)
			City Response: ____Accepted ____Not Accepted ____Modified

CONFIDENTIALITY OF PROPRIETARY INFORMATION

During the evaluation process of this RFP, to the extent permitted by law, the City of North Richland Hills will maintain all contents of the Proposers' responses and discussions related to the Proposers' proposals as confidential. The City will treat all proposals as confidential until negotiations are completed, the successful Proposer has been selected, and a contract has been awarded. During the evaluation process, the City intends to disseminate information submitted by all Proposers to selected staff, any consultants employed by the City, and the evaluation committee, as the City deems appropriate in its sole discretion. Such staff, consultants, and committee members shall maintain the Proposers' information as confidential to the extent permitted by law. All materials submitted in response to this RFP shall become the property of the City of North Richland Hills and will not be returned. After a Proposer is selected and the contract is awarded, all submissions shall be subject to release in accordance with Texas Government Code Chapter 552, the Texas Public Information Act (the "Act").

If a Proposer does not desire proprietary information in the proposal to be disclosed, it is required to identify all proprietary information in the proposal prior to submission of the proposal to the City. The identification shall be done by individually marking each page with the words "Proprietary Information" on which such proprietary information is found. If the Proposer fails to identify such information as proprietary, the Proposer agrees by submission of its proposal that those sections shall be deemed non-proprietary and made available to the public upon request as authorized by law upon completion of the RFP process and award of contract.

Proposers are advised that the City, to the extent permitted by law, will protect the confidentiality of their proposals. Proposers shall consider the implications of the Act, particularly after the RFP process has ceased and a contract has been awarded. If a public information request is made for a Proposer's response following award of a contract, proprietary information submitted in an RFP process may only be withheld from public disclosure pursuant to Section 552.1101 of the Act. A determination as to whether Section 552.1101 applies will not be decided by the City of North Richland Hills, but by the Office of the Attorney General of the State of Texas. In the event a request for public information is made, the City will notify the Proposer, and the Proposer is required to request an opinion as to the confidentiality and proprietary nature of the information from the Attorney General pursuant to Section 552.305 of the Act. The City is not authorized to make the request on the Proposer's behalf.

SPECIFICATIONS

NRH₂O Family Water Park is seeking proposals for a three year beaded ice cream program. The agreement will cover the 2022 – 2024 summer seasons. NRH₂O's summer attendance ranges between 185,000 - 225,000 guests each season.

Approximate Volume:

Over the past five seasons, NRH₂O Family Water Park purchased the following gallons of Dippin' Dots:

2017: 2,628 gallons
2018: 2,376 gallons
2019: 2,502 gallons
2020: 432 gallons
2021: 2,520 gallons

Requirements:

- 1 **Prices must be firm for length of three year agreement.** If unable to maintain firm pricing, please provide a pricing matrix for each year.
 - Includes all ice cream, paper/dry goods, and toppings.
 - NRH₂O requires a lift gate on all deliveries - NRH₂O will not incur any shipping charges associated with the delivery of resale product. This includes any charges or fees from third party transportation services.
- 2 **Equipment must be provided at no cost.**
 - Ice cream vendor must also be responsible for timely repairs.
- 3 **All Menu boards and artwork must be provided free of charge and have NRH₂O's approval.**
 - Signage may be changed out annually depending on condition and menu or price adjustments. This includes: menu boards, freezer wraps, kiosk and ice cream shop window graphics, exterior graphics on kiosk, interior posters, and vinyl menus on sneeze guards.

Additional considerations will include but are not limited to the following:

- 4 **Annual Sponsorship**
 - Multiple sponsorship opportunities at NRH₂O Family Waterpark exist.
- 5 **Team Member Incentive Program.**
 - A supported program that would provide prizes to team members based on performance and sales incentives.
- 6 **Delivery and Shipping.**
 - Reliable and timely delivery service from the time the order is placed is mandatory.
 - Deliveries are expected within 24 – 48 hours from time of order.

NRH₂O resales beaded ice cream from two locations: Sheldon's Ice Cream Shop and the Dippin' Dots Shack. The awarded vendor will be required to provide all necessary equipment and equipment repairs to support the resale program.

Sheldon's Ice Cream Shop:

The Ice Cream Shop generates 55% of the park's beaded ice cream revenue. The Ice Cream Shop is conveniently located near the front of the park near the lockers and changing areas. It is a popular destination throughout the day and because it is near the park's entrance and exit, many guests stop by on their way out.

- Serving freezer, qty 1
- Storage freezer, qty 5



Vendor Supplied Kiosk:

The second location is a 8' x 12' enclosed air-conditioned kiosk currently provided by Dippin' Dots. This location generates the remaining 45% of the park's beaded ice cream revenue.

- 8' x 12' Enclosed Kiosk
- Storage freezer, qty 1
- Serving freezers, qty 2



Pricing Proposal

NRH2O

2022 – 2024

	<u>2022</u>	<u>2023</u>	<u>2024</u>
Bulk Dots Per Bag	\$22.55	\$22.55	\$23.25
Per Serving	\$.81	\$.81	\$.83

*Serving Based Off of 28 Small Servings per Bulk Bag

Dry Goods and Topping Prices are subject to change years 2 and 3. If these prices change, NRH2O has the option to buy these items from another vendor. NRH2O will be notified 30 days in advance if a price change is to take place.

National/Local Dry Goods Pricing
Effective 1/1/2022

Description	Units Per Case	Price
CUP - SMALL018 #5968	1000/case	\$84.00
CUP - MEDIUM018 #5969	1000/case	\$128.00
CUP - LARGE018 #5970	1000/case	\$150.00
CUP - COMPOSTABLE SMALL	1000/case	\$135.00
CUP - COMPOSTABLE MEDIUM	1000/case	\$149.00
CUP - COMPOSTABLE LARGE	1000/case	\$171.00
CUPS SAMPLE - .5 OZ #SCC050	5000/case	\$155.00
LIDS - CUP MINI018	2500/case	\$253.00
LIDS - CUP SMALL018, MEDIUM018 & LARGE018	1000/case	\$115.00
LIDS DOME COMPOSTABLE SMALL CUP #EP-BSC5DLID	1000/case	\$152.00
LIDS DOME COMPOSTABLE MEDIUM CUP #EP-BSC8DLID	1000/case	\$197.00
SPOONS - LIGHT WEIGHT #S5BW	1000/case	\$19.00
SPOONS - MEDIUM WT PRE-WRAPPED	1000/case	\$24.00
DRY ICE	1 pound	\$0.55
CUPS/PALLET MINI018 #5967	36 cases/pallet	10% Disc
CUPS/PALLET SMALL018 #5968	30 cases/pallet	10% Disc
CUPS/PALLET MEDIUM018 #5969	30 cases/pallet	10% Disc
CUPS/PALLET LARGE018 #5970	24 cases/pallet	10% Disc
SPOONS/PALLET LIGHT WEIGHT	100 cases/pallet	10% Disc

Pallets of Dry Goods will include shipping cost as well.

National/Local Sundae Toppings & Supplies

Effective 1/10/2022

<u>Product Name</u>	<u>Unit/Case</u>		<u>Price</u>
<u>Toppings</u>			
Mini Gummy Bears	2/5 lbs	\$	50.00
Mini M&M's	1/25 lbs	\$	176.00
Mult Colored Sprinkles	1/6 lbs	\$	23.00
Heath Toffee Crumble	1/10 lbs	\$	86.00
Oreo Crumble	1/10 lbs	\$	74.00
Butterfinger Crumble	1/10 lbs	\$	62.00
Reese's Cup Crumble	1/10 lbs	\$	84.00
<u>Equipment</u>			
1/2oz Ladle	each	\$	1.70
Topping Bin	each	\$	9.90
Topping Bin Reusable Labels	set	\$	5.45
Topping Bin Display Rack	each	\$	75.00
Gel Wraps	each	\$	6.00
Sauce Rack	each	\$	6.50

Pricing is subject to change with 30 day notice due to unforeseen supplier cost increases.

Delivery and Shipments

- All deliveries will utilize a lift gate. NRH2O will not incur any shipping charges associated with the delivery of resale product. This includes any charges or fees from third party transportation services
- All shipments are a One-Day ship lane. Orders received by 8am Monday – Thursday will be delivered Next Day
- There is an 18 Bulk Case Minimum per Order

Equipment

All equipment needed to sell Dippin Dots product will be provided at no cost. Dippin Dots will be responsible for equipment being repaired or replaced in a timely manner.

Equipment Provided

- 8x12 Custom Themed Kiosk
 - Dippin Dots assumed the cost for relocation power supply
 - (2) EL21 Serving Freezers
 - (1) EL31 Storage Freezer
 - Sheldon's Ice Cream Shop
 - (1) EL31 Serving Freezer
 - (4) EL51 Storage Freezers
- *Additional Storage Freezers can be provided if needed

Menu Boards

All menu boards and artwork will be provided free of charge and have NRH2O's approval. Signage may be changed out annually depending on condition and menu or price adjustments. This includes: menu boards, freezer wraps, kiosk and ice cream shop window graphics, exterior graphics on kiosk, interior posters, and vinyl menus on sneeze guards.

Sponsorship

-Dippin Dots will pay sponsorship in the amount of Three Thousand (\$3,000) Dollars of Product Credit per year provided that DDL is the sole beaded ice cream product sold at NRH2O.

References

1) Six Flags Over Texas

Steven McCurdy – Food and Beverage Director

(817) 640-8900

SMCCURDY@SFTP.COM

2) Dallas Zoo – Service Systems Associates

Alex McIntyre – Food and Beverage Operations Manager

(513) 237-1238

ALEXMCINTYRE@THESSAGROUP.COM

3) Fort Worth Zoo

Anthony Zachery – Food and Beverage Director

(214) 906-6345

AZachery@fortworthzoo.org