



2019-03

The City of Liberty

Request for Proposals (RFP) For the Operation and Lease of the
Restaurant and Bar at the Liberty Municipal Golf Course

The City of Liberty will accept proposals until 2:00 p.m., Monday, June 17, 2019, for the operation and leasing of the City of Liberty's Municipal Golf Course Restaurant and Bar. At least two (2) signed and sealed copies of the proposal shall be submitted by the time listed above to the City Secretary's Office at 1829 Sam Houston St., Liberty, Texas 77575.

The Request for Proposals, Project Summary, and the Scope of Services information for this project are available from the City of Liberty's City Secretary.

Proposals will be evaluated on the thoroughness of the individual's or business' response to this request, the experience of the proposed staff and ownership, the Company's ability to comply with all operational requirements, procurement of proper insurance and permits, TABC licensing, proposed plan and menu for the restaurant. Certain businesses or individuals may be selected for personal interviews based on the City's evaluation of the proposals. The City of Liberty's City Council shall make the final decision regarding the lease and operation of the restaurant facility. The successful proposing company or individual should be prepared to assume responsibility for the project on a date and time agreed upon by all parties.

Proposals received after the above deadline will be returned to the respective Proposer. If there are any questions regarding any part of this Request for Proposal, the questions should be directed to: Chris Jarmon, Assistant City Manager at 936-334-7118 or cjarmon@cityofliberty.org. The City of Liberty reserves the right to reject any or all bids and to waive any informalities or technicalities therein.

Chris Jarmon
Assistant City Manager
City of Liberty May 23, 2019

PROJECT SUMMARY

The City of Liberty (“City”) is seeking a Lessee to develop, improve, manage and operate the food, beverage, restaurant, bar, and dining area for the facilities at the City of Liberty Municipal Golf Course Clubhouse. The Lessee supplying this service must be experienced in the food, beverage, concession, restaurant, bar, lounge, and dining area industry and be able to operate an economical, effective, healthy, and safe public restaurant and bar that complies with all applicable local, county, state, and federal policies, procedures, rules, regulations, codes, and laws. The Company must be able to obtain all permits and licenses necessary to operate a restaurant and bar that serves food, beer, wine, and liquor. The Company must be fully insurable to City established levels of coverage, name the City of Liberty as policy co-insured, and keep in effect all required coverage’s during the term of the leased facility agreement if chosen as the successful service provider. Proposals will be evaluated by personnel from the City of Liberty with final approval by the Liberty City Council.

The City is seeking proposals from interested parties to perform services related to kitchen concession, restaurant, bar, and associated catering/dining facility maintenance service at the City of Liberty Municipal Golf Course Clubhouse. All private concession service proposals should contain complete detailed written information on: scope of operations, scope of services, projection of income, development plans, improvement plans, personnel employed, personnel and ownership background, firm employment history, current financial status, self-supplied fixtures, and furnishings.

The successful Company must be willing and able to enter into a facility lease agreement with the City of Liberty, abide by all lease conditions and procure all pertinent insurance requirements. The Municipal Golf Course, kitchen, bar and restaurant areas will be available for site inspections, by calling 936-334-7118 for appointments, prior to the RFP submittal deadline.

THE FACILITY

The Liberty Municipal Golf Course Clubhouse is approximately 3,800 square feet in size and is located at 100 Magnolia Ridge Drive in Liberty, Texas. Per the City of Liberty Fire Marshall, the Clubhouse can hold a maximum of 135 occupants. The proposed lease agreement shall include the furniture, fixtures and equipment of the following areas:

1. Indoor and outdoor dining area
2. Kitchen
3. Bar
4. Parking lot (not for exclusive Clubhouse use)
5. Office Space
6. Men and Women's Restroom (not for exclusive Clubhouse use)
7. Storage areas located within the restaurant

This lease agreement does not include the Pro Shop or the Pro Shop office.

HOURS OF OPERATION

The Golf Course Clubhouse is open during the following hours

- Monday: Closed
- Tuesday – Sunday: 7:00am to 8:00pm

Lessee may be able to negotiate amended hours with the approval of the Liberty City Council.

SCOPE OF SERVICE

The Company shall address and provide all the information requested under this proposal in connection with and with respect to the following goals, objectives, and provisions for the previously described project.

A. Company Provided Products and Services:

The Scope of services shall, at a minimum, include and provide for the following:

1. High quality culinary products, meals, and beverages for the restaurant, bar, and on-site catering service for golfing community and the general public.
2. A high quality and pleasant system of product and service delivery and associated sanitary disposal.
3. A clean, sanitary, and healthy system of facility maintenance and operations which conforms to all City, County, State, and Federal regulations and health codes.
4. An experienced operator who can order, purchase, dispense, inventory, track, control, and handle the products, materials, and supplies involved in the operations of the restaurant, bar, and catering service.
5. An accurate, up-to-date, efficient, and understandable means of business accounting and

- operations record keeping and reporting system.
6. Company must be willing to provide catering for events located at the golf course.
 7. Company must collaborate with the City of Liberty regarding the scheduling of events (golf tournaments, for example) taking place at both the restaurant and on the golf course in general.
 8. An operation which is reliable, responsible, and responsive to the needs of the customers, patrons, and the City of Liberty.

TERM

This agreement shall be in effect for two (2) years, with three one-year renewal options available. At the end of the term, this agreement shall automatically renew on a month-to-month basis, unless terminated or renewed sooner.

UTILITY, PERSONNEL, & OTHER EXPENSES

1. Lessee shall be responsible for paying all utility bills and taxes related to the operation of the restaurant and bar.
2. Lessee shall be responsible for providing and supervising all personnel necessary to operate a restaurant and bar.
3. Lessee shall be responsible for paying all payroll and personnel costs associated with operating a restaurant and bar.
4. Lessee shall be responsible for all material and supplies necessary to operate a restaurant and bar.
5. Lessee shall pay a fee of \$2,500 per month for the use of the premises under this agreement.

EQUIPMENT

The City of Liberty will retain ownership of all major equipment currently available at the Clubhouse. However, Lessee shall have the right to use any major equipment, minor equipment, small appliances, or cooking utensils that are currently available at the Clubhouse.

Any repairs or equipment that may be needed at the Clubhouse can be negotiated between the City and the Lessee.

RFP EVALUATION

This RFP will be reviewed based on the following considerations:

1. Lessee's restaurant proposal and operating plan (35%)
 - a. The plan must specify whether or not Lessee intends to sell alcoholic mixed beverages
2. Lessee's financial stability (30%)
3. Experience and qualifications of the Lessee (25%)
4. Lessee's staffing plan (5%)
5. Submission of three professional references (5%)

ASSIGNMENT

Lessee may not assign this agreement without the written consent of the Liberty City Manager.

MAINTENANCE

The City of Liberty shall be responsible for the following maintenance:

- Parking lot
- Roof
- HVAC
- Exterior walls
- Windows
- Landscaping
- Foundation

The Lessee shall be responsible for the following maintenance

- Garbage / Trash removal
- Daily cleaning
- Grease trap maintenance
- Minor and small appliances
- Furniture and fixtures
- Fire suppression system
- Ceiling
- Lighting
- Painting

REPORTING

Lessee shall submit quarterly reports to the City of Liberty regarding the operation of the restaurant and bar.

INSURANCE REQUIREMENTS

The successful Lessee must be able to procure and maintain the following insurance:

1. Worker's Compensation Insurance (\$1,000,000 per occurrence)
2. General Liability Insurance (\$1,000,000 per occurrence)

The Lessee shall provide the City with certificates evidencing such insurance as outlined above prior to beginning any work under this project. Such certificates shall provide the thirty (30) days advance written notice to the City of cancellation, material change, reduction of coverage, or non-renewal. Insurance certificates shall name the City as an additional insured.

SUBMISSION GUIDELINES

The proposal due date is Monday, June 17, 2019 at 2:00 p.m. at City Hall located at 1829 Sam Houston St., Liberty, Texas. Proposal submittals should be directed to: Dianne Tidwell, City Secretary, 936-336-3684. The successful proposer should be prepared to begin services and maintenance operations on a time and date agreed upon by all parties.

In making a proposal, the Company hereby certifies that they have reviewed this RFP and are familiar with all conditions contained therein. The City will not be responsible for any cost associated with the submittal or preparation of your proposal.

SPECIAL PROVISIONS

The City reserves the right to reject any and all proposals and to waive any informality. The Lessee shall be responsible and responsive to the City in its requirements within the scope of this proposal, and shall confer with and be guided by the directive of the City through the office of the City Manager or his designated representative. The Lessee shall attend any special meetings with the City Manager or City Staff relating to questions, performance, or negotiations concerning this proposal.

In the event that it becomes necessary to revise any of this Request for Proposal (RFP), an addendum to this RFP will be provided to each professional concessionaire company showing an interest in the project. The City reserves the right to change submission date(s) for any reason, including an addendum or supplement to the RFP. Late proposals will not be accepted. It is the responsibility of the concessionaire company to ensure that the proposal arrives at City Hall prior to 2:00 p.m. on Monday, June 17, 2019.

I have read, understand, and will comply with all of the conditions of this RFP, as it applies to my company's responsibilities, as stated and quoted in the above proposal information.

Authorized Individual Signature: _____ Date: _____

Print Above Name: _____

Individual/Company Name:

Name

Address

City

State

ZIP

Telephone