

**ORIGINAL**



CITY OF TEXAS CITY  
REQUEST FOR PROPOSAL

MANAGEMENT AND OPERATIONS  
OF THE  
BAYOU GOLF COURSE SNACK BAR AND FOOD CONCESSION

RFP # 2024-005

**REQUEST FOR PROPOSAL**

**RFP # 2024-005**

The City of Texas City is requesting proposals for an independent contractor to manage and operate the snack bar and food concessions at the Bayou Golf Club, Texas City, Texas.

Bid documents can be secured from the City Purchasing Department at 1801 9th Avenue North, Texas City, Texas 77590 or by emailing [kbender@texascitytx.gov](mailto:kbender@texascitytx.gov).

**DELIVERY ADDRESS:** Please submit one (1) proposal marked original and two (2) exact duplicate copies of your completed bid in a sealed envelope properly labeled and clearly marked with the proposal number and description to:

The City of Texas City  
Purchasing Department  
1801 – 9th Avenue North  
Texas City, Texas 77590

**MARK ENVELOPE: RFP 2024-005 – MANAGEMENT AND OPERATIONS OF THE BAYOU GOLF COURSE SNACK BAR AND FOOD CONCESSION.**

**DEADLINE:** Sealed proposal submittals must be received by 2:00 p.m., CST, Thursday, April 25, 2024. Proposals will be publicly opened but not read aloud at that time in the City Hall Conference Room.

The City of Texas City reserves the right to waive any minor informality or irregularity, and to reject any or all proposals and to accept the proposal(s), which, in its opinion, is most advantageous to the City.

No taxes are to be included in the proposal as the City of Texas City is exempt from the payment thereof.

## SECTION I – SPECIAL CONDITIONS and SPECIFICATIONS

### 1.0 DEFINITION OF TERMS

A. Director – The word “Director” shall be understood to refer to the City of Texas City Parks, Recreation & Tourism Director, and his designated representative Head Golf Professional authorized to act as an agent for the Owner.

B. Lessee – Wherever the term “Lessee” is used, it is understood to mean the successful bidder that has agreed to perform the services embraced in this Contract or his or their authorized representative.

### 1.1 SCOPE OF WORK

The scope of work under this Agreement is for an independent contractor to manage and operate the snack bar and food concession at the Bayou Golf Course.

The Director and/or Head Golf Professional will approve the price, size, and content of all that is sold. The minimum menu shall consist of beverages (including alcoholic beverages), a hot breakfast, and hot and cold sandwiches. Menu and price list must be provided to the Director and/or Head Golf Professional for approval. No glass containers containing food or drink shall be sold.

The Lessee is to provide ice chests (coolers) for public use on the golf course. The minimum size shall be large enough to hold a six-pack of aluminum canned drinks. Monetary and/or driver’s license held for cooler deposits cannot be required without approval of the Director and/or Head Golf Professional.

The Lessee may add, delete or make price adjustments from time to time, provided each item and price thereof is approved by the Director and/or Head Golf Professional. Unusual product cost adjustments may be made when justified to the satisfaction of the Director and/or Head Golf Professional. Quality of all products is to be of prime consideration in the operation of this agreement.

Placement, number, type, and location of vending machines, stock containers, coolers, and dispensers shall be made with prior approval of the Director and/or Head Golf Professional.

The Lessee shall be allowed to perform catering services at the Golf Course so long as catering services do not interfere with the operation of the Golf Course or with the Lessee’s responsibilities under this agreement. The usual City contractual compensation would apply for all catering services.

Lessee, in consultation with the Director and/or Head Golf Professional, shall be permitted to offer special volume discounts on tournaments and other special events at the Golf Course. Lessor shall promulgate and enforce rules that no food or beverage may be brought to the Golf Course property by any person without Lessee’s approval.

Regardless of size, all tournaments may be assessed a concession fee by the Lessee if food and/or beverages are brought onto the course by tournament officials, sponsors, or secured caterers.

The City shall set the fee schedule. The concession fee is \$4.00 (four dollars) per golfer up to 100 (one hundred) golfers per shotgun tournament.

Where approval or direction of the City is required for items, prices or procedures not specifically covered herein, the Director and/or Head Golf Professional will normally make such approval or direction.

The Lessee and Lessor agree that in order to provide a high-quality service, it is essential for the operator/manager to participate in the daily operation of the food concession to ensure adequate inventory for uninterrupted service and an efficient operation of the service provided to the customers. The Lessee agrees to be at the food concession area to address any concerns or problems which arise on an as-needed basis.

In the event of sickness, vacation, or days off, the Lessee agrees to appoint a representative approved in advance by the Director and/or Head Golf Professional and shall delegate to his/her representative all authority to operate and manage the snack bar food concession. In the event of an emergency, the Lessee shall notify the Director and/or Head Golf Professional as soon as possible.

#### 1.2 HOURS OF OPERATIONS

Lessee agrees to provide food and beverage service to all customers of the Bayou Golf Course, their guests, and invitees on an uninterrupted basis. Spring and summer is from Daylight Savings time change until the time change in October. The hours of operation for the Spring/Summer will be 6:30 a.m. until 7:00 p.m. The Fall/Winter hours of operation will be from 7:00 a.m. until 5:30 p.m. Weather permitting, facilities shall be open every day of the year, excluding Easter Day, Thanksgiving Day, Christmas Day, New Year's Day, or other days the City determines.

The Lessor reserves the right to adjust scheduled days opened as deemed necessary for repairs, tournaments, activity on the course and other considerations as approved or directed by the Director. Hot food should be available and served until 30 (thirty) minutes before the closing time.

#### 1.3 BEVERAGE CART STATION

Lessor shall provide, at a minimum, one beverage cart for use by Lessee, except when cart is in need of repair or maintenance. The cart provided is to be used exclusively on the City's golf course. The cart is to be used by Lessee's employees only and Lessee shall provide stock and employee for sales.

#### 1.4 CONTRACT TERM

The contract term will be for one (1) year, beginning May 2024. Extension of this contract for an additional one (1) year period beyond the contract term may be negotiated with the successful Lessee.

#### 1.5 COMPENSATION

The minimum bid accepted by all bidders is to be \$1,500.00 per month. The monthly payments are due and payable by the 7th day of each month. All payments shall be paid to the Bayou Golf Course, City of Texas City at 2800 Ted Dudley Drive, Texas City, Texas, until Lessee is notified, in writing, of a different address.

#### 1.6 INSURANCE AND INDEMNIFICATION

The minimum insurance requirements for the successful bidder shall be as follows:

- A. Workers' Compensation – this coverage must cover all employees and comply with the provisions of the laws of the State of Texas Workers' Compensation Insurance.
- B. General Liability Insurance – this coverage must include products, complete operations and contractual liability coverage of no less than \$1,000,000.00.
- C. Liquor Liability Coverage – Lessee shall provide Liquor Liability Coverage of no less than \$500,000.00 (\$250,000.00 per occurrence).
- D. All policies are to be of the Occurrence form.

A thirty (30) day cancellation notice is required on all said policies. A ten (10) day notice is required if the cancellation is for non-payment of premium.

The City of Texas City shall be named as an Additional Insured under the insurance policies along with a Waiver of Subrogation of Workers' Compensation policy.

Policies shall be furnished to the City prior to beginning work. The Lessee shall keep the insurance in full force and in effect at all times during the operation of the concession and shall continue to provide the City with current certificates of insurance during the contract period.

All insurance carriers providing coverage should have an A.M. Best rating of (A) or higher and be licensed to do business in the State of Texas.

#### 1.7 MAINTENANCE, REPAIR AND EQUIPMENT

The entire snack bar area, including the dining room, kitchen, and restrooms, shall be thoroughly cleaned during the day and at the end of each day.

Lessee shall be responsible, as needed, for all window glass, window sills, and light fixtures on the Grill side.

Lessee will provide all cleaning supplies and cleaning tools, including vacuum cleaners, paper products, trash bags, etc., necessary for the kitchen and dining room area. Lessee is responsible for soap and paper products for public use in restrooms. The City will provide and install light bulbs in responsible areas. The Lessee will also be responsible for cleaning the kitchen vent-a-hood grease filters regularly, as well as having the entire vent-a-hood system professionally cleaned at least twice each year. The City agrees to pay for all maintenance and repair on the physical facility and all Owner-provided equipment which make up the snack bar area. The Lessee agrees to be responsible for the inventory of all equipment and personal property left in the concession area.

#### 1.8 USE

The Lessee will not commit (bury, burn, etc.) any waste on the premises and will comply with all applicable laws and ordinances respecting the use and occupancy thereof, including all Health District rules and permits. At no time should the Lessee or employee of the grill pour grease down the kitchen sinks. A containment system needs to be in place for these products. Lessee shall use and occupy the premises for the sale of food and beverages provided that the Lessee shall not use the premises for any purpose which may be hazardous to persons or property or which may constitute a nuisance. If the

Lessee wishes to make any alterations, additions, or improvements, the Lessee must obtain the approval of the Director.

#### 1.9 PERMITS AND LICENSES

The Lessee shall procure all necessary licenses and permits at his own expense. The Lessee shall obtain appropriate permits from the Texas Alcoholic Beverage Commission and keep such license in good standing during the term of the contract. Failure to keep such a permit in good standing will cause the Owner to cancel this agreement.

#### 1.10 CONTRACTOR'S REPRESENTATIVES

Provisions shall be made to provide personnel to perform necessary administration, supervision, and coordination as required for the performance of this contract. Only competent and skilled representatives are permitted.

All employees of Lessee shall be neatly attired as approved by the Director and shall conduct themselves professionally, both in appearance and actions, to the satisfaction of the Director.

The City is committed to maintaining an alcohol and drug free workplace. Use or being under the influence of alcohol or controlled substances by employees while in the performance of this service is prohibited. Violation of this requirement shall constitute grounds for termination of this service.

#### 1.11 RELATIONSHIP OF PARTIES

The parties intend that Lessee, in performing services specified in this agreement, shall act as an independent Lessee and shall have control of his work and the manner in which it is performed.

Lessee shall be free to contract for similar services to be performed for other employers while he is under this agreement. Lessee is not considered an agent or employee of the City and is not entitled to participate in any benefit that the City provides for its employees.

#### 1.12 UTILITIES

The City shall pay all normal utilities that would include water, sewer, electricity and television reception. Any other service will be the Lessee's responsibility.

#### 1.13 SIGNS

All signs proposed to be placed on, within, or around the snack bar shall be subject to the approval of the Director and shall be compatible with the established sign design. Signs will be reviewed on an individual basis.

#### 1.14 SECURITY

The Lessee will be responsible for all locks securing the facility. The City will not be responsible for any theft or trespassing occurring during contract dates. The Lessee will report any graffiti to the City within four hours of discovery. The City will clean or repair any graffiti on the facility.

#### 1.15 TERMINATION OF AGREEMENT

This contract may be terminated without recourse by the City of Texas City, at its option, upon thirty (30) days notice in writing if the Lessee has failed to render services of proper quality or other respects to perform are unacceptable to the Owner.

An operator who abandons or defaults the work on this contract and causes this service to be re-bid and re-awarded will not be considered in the re-advertisement of this service and may not be considered in future requests for the same type of work/service.

In the event the Lessee is unable to provide services within twenty-four (24) hours, the Owner reserves the right to cancel the contract and award said contract to the next low bidder.

## SECTION II – INSTRUCTIONS TO BIDDERS

### 2.0 PROPOSALS, PREPARATION AND SUBMITTAL

Proposals will be submitted upon the Proposal Form (separate color copy furnished) without modification or provisions except those required, and each proposal submitted must be completely filled out.

**Proposals, which are due by 2:00 p.m., Thursday, April 25, 2024, will be submitted in a sealed envelope addressed to:**

City of Texas City  
Purchasing Department  
1801 – 9th Avenue North  
Texas City, Texas 77590

**MARK ENVELOPE: RFP 2024-005– MANAGEMENT AND OPERATIONS OF THE BAYOU GOLF COURSE SNACK BAR FOOD CONCESSION.**

**To be opened publicly, but not read aloud, in the Conference Room at City Hall, 2:00 p.m., Thursday April 25, 2024.**

Each proposal shall be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract.

All figures must be written in ink or typewriter. Figures written in pencil or erasures are not acceptable. Mistakes may be crossed out, corrections inserted, and initialed by the person signing the proposal.

The Request for Proposals, Instructions to Bidders, Special Conditions, Specifications, Addenda (if any), and Proposal are considered as part of the contract.

### 2.1 INTENT OF DOCUMENTS

Contractors should fully inform themselves as to all conditions and matters which can, in any way, affect the work or costs thereof and visit the site of work. Should a bidder find discrepancies in, or omissions from, the Specifications or other documents, or should he be in doubt as to their meaning and intent, he should notify the Owner at once and obtain clarification prior to submitting a proposal. The submission of a proposal by the Contractor shall be conclusive evidence that the Contractor is fully acquainted and

satisfied with the character, quality, and quantity of work to be performed and materials to be furnished.

## 2.2 DELIVERY OF PROPOSALS

Proposals received prior to the time of opening will be kept securely unopened. Proposals received after 2:00 p.m. of the opening date are considered late and shall be returned unopened. The person whose duty is to open them will decide when the specified time has arrived for the opening.

No responsibility will be attached to an officer for the premature opening of a proposal not properly addressed and identified. Oral, faxed, or emailed proposals will not be considered.

## 2.3 WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn by written or emailed requests dispatched by the Contractor in time for delivery in the normal course of business prior to the time fixed for opening, provided that emailed withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid represents no right to withdraw after the proposal has been opened.

## 2.4 IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of form, additions or conditions not called for, unauthorized alternate bids, or irregularities of any kind. The Owner reserves the right to waive any irregularities and to make the award in his best interest.

## 2.5 TAXES

The City is exempt from the State Limited Sales and Use Tax. The price bid must be net exclusive of the above-mentioned tax and will be so construed.

## 2.6 BASIS OF AWARD

The scope of work under this contract is for an independent contractor to manage and operate the food concessions snack bar at the Bayou Golf Course, Texas City, Texas.

It is the intent of the Owner to award the contract based on the following criteria:

1. References
2. Creativity
3. Experience/Knowledge in the Food and Beverage industry
4. Flat rate

The City Purchasing Department reserves the right to contact any Contractor, at any time, to clarify, verify, or request information with regard to any bid.

## 2.7 AWARD OF CONTRACT

The Notice of Award of Contract shall be given within sixty (60) days following the date of opening of proposals. The Owner reserves the right to award this contract to that responsible bidder whose proposal, in the opinion of the Owner, is in the best interest, price, and other factors considered or from

The successful bidder may not assign, sell or otherwise transfer this contract without written permission of the City Commission.

#### 2.14 STATEMENT OF QUALIFICATIONS

Bidders are to submit, with the Proposal, a list of at least three references and include: Company Name, a contact person and phone number.

Bidders must have two years minimum experience in food concessions and/or concessions management.

After proposals have been opened and prior to making an award, the Owner reserves the right to request a statement of the bidder's financial resources, experience, organization, and staff.

The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the

Owner may request. The right is reserved to reject any proposal where an investigation of the evidence or information submitted by such bidder does not satisfy the Owner that the bidder is qualified to properly carry out the terms of this Contract.

Upon request, the contractor shall furnish safety information for the last three years, including experience modification rating, OSHA recordable incidence rates, and OSHA lost day incident rates.

#### 2.15 INSURANCE AND INDEMNIFICATION

The minimum insurance requirements for the successful bidder shall be as follows:

**Workers Compensation.** This coverage must cover all employees and comply with the provisions of the laws of the State of Texas Workers' Compensation Insurance.

**General Liability Insurance.** This coverage must include products, complete operations, and contractual liability coverage of no less than \$500,000.00 Dollars.

**Liquor Liability Coverage.** The Contractor shall provide Liquor Liability Coverage.

All policies are to be of the Occurrence form.

A thirty-day cancellation notice is required on all said policies. A ten-day notice is required if the cancellation is for non-payment of premium.

The Owner shall be named as an Additional Insured under the insurance policies along with a Waiver of Subrogation for workers compensation policy.

Policies shall be furnished to the Owner prior to starting work. The Contractor shall keep the insurance in full force and effect at all times during the operation of the concession and shall continue to provide the city current certificate of insurance during the contract period.

All insurance carriers providing coverage should have an A.M. Best rating of (A) or higher and be licensed to do business in the State of Texas.

2.16 CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire, included in the bid documents, must be filed in accordance with Chapter 176 of the Local Government Code by a person doing business with a governmental entity. The form must be returned to the City of Texas City regardless if a bid is submitted.

A person commits an offense if the person violates Section 176.006 Local Government Code. An offense under this section is a Class C misdemeanor.

any responsible person or persons, which, the Owner's judgment will be most advantageous to the city. The Owner reserves the right to waive any formality or irregularity and to reject any or all proposals.

## 2.8 INQUIRIES

Inquiries concerning the Proposal Documents can be addressed to Kelly A. Bender at kbender@texascitytx.gov.

Inquiries concerning Specifications and other aspects of the work shall be addressed to Dennis Harris, Recreation and Tourism Director @ (409) 949-3030, and/or Michael Skiba, PGA Head Golf Professional @ (409) 996-1656

## 2.9 ADDENDA

The Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by the City employees. If it becomes necessary to revise any part of the bid documents, the Owner will issue a written notice to all bidders in the form of an Addendum.

Addenda to the bid documents issued prior to the receipt of proposals shall be considered part of the contract documents. All bidders must acknowledge receipt of the addenda to the proposal.

## 2.10 DISCREPANCIES IN PRICES

Discrepancies between the multiplication of units of service required and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

## 2.11 LAWS, REGULATIONS AND ORDINANCES

The laws of the State of Texas shall govern this contract. The attention of all bidders is directed to Federal, State, and local laws, ordinances, and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of this contract, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes, and licensing laws and regulations.

When required, the Contractor shall furnish the Owner with satisfactory proof of its compliance therewith.

## 2.12 HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold the Owner harmless from all claims for personal injury, death, and/or property damage resulting directly or indirectly from the contractor's performance and from any claims or amounts arising or recovered under the Workers Compensation Laws Chapter 101, VCTA, Civil Practice, and Remedies code, or any other laws.

The Contractor shall procure and maintain, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from services performed under terms of this contract.

## 2.13 ASSIGNMENT

# CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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 176.008, 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.

BAYOU BIRDIES

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.

\_\_\_\_\_  
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  
ehayes  
Signature of vendor doing business with the governmental entity

7/22/2024  
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:

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(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.

## House Bill 89 Verification Form

### Prohibition on Contracts with Companies Boycotting Israel

The 85<sup>th</sup> Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

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I, (authorized official) EVEVIN E. HAYES, do hereby depose and verify the truthfulness and accuracy of the contents of the statements submitted on this certification under the provisions of Subtitle F, Title 10, Government Code Chapter 2270 and that the company named below:

- 1) does not boycott Israel currently; and
- 2) will not boycott Israel during the term of the contract; and
- 3) is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

BAYOU BIRDIES

Company Name

ehayes

Signature of Authorized Official

OWNER

Title of Authorized Official

04/22/2024

Date

## Non-Collusion Bidding Certificate

Section 103-d of the General Municipal Law requires every bid or proposal made to a political subdivision or any public department agency or official where competitive bidding is required by statute rule, regulation or local law, to contain a Non-Collusion Bidding Certificate in the following form:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly being disclosed by the bidder prior to the opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

EVERLYN E. HAYES

Legal Name of Person, Firm or Corporation

e Hayes

Authorized Signature

OWNER

Title



**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19180-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name BAYOU BIRDIES

Date 04/22/2024

By EVERLYN E. HAYES, OWNER  
Name and Title of Authorized Representative

ehayes  
Signature of Authorized Representative

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

**PROPOSAL FORM**

**PROPOSAL IDENTIFICATION:**

**RFP #2024-005 Management and Operations of the Bayou Golf Course Snack Bar and Food Concession.**

**THIS PROPOSAL IS SUBMITTED TO:**

**The City of Texas City  
Purchasing Department  
1801 – 9th Avenue North  
Texas City, TX 77590**

1. The undersigned Contractor proposed and agrees, if this proposal is accepted, to enter into an agreement with the Owner to perform and furnish all work/services as specified or indicated in the Contract Documents for the Contract Price(s) indicated and in accordance with the other terms and conditions of the documents.
2. Contractor accepts all of the terms and conditions of the Advertisement or Invitation to Bid, Instructions to Bidders, Conditions, and Specifications. This proposal will remain subject to acceptance for sixty (60) days after the day of the opening. Contractor will sign and submit the Agreement with the other documents required by the bidding requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this proposal, the Contractor represents, as more fully set forth in the Agreement, that:

The contractor has examined copies of the Proposal Documents and of the following Addendum (receipt of which is hereby acknowledged);

Date	Addendum Number
_____	_____
_____	_____
_____	_____

The contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions, Laws, and Regulations that in any manner affect the cost, progress, performance, or furnishing of the work.

Contractor           e Hayes          

Date           04/22/2024

The Contractor has given the Owner written notice of all conflicts, errors, or resolution discrepancies that it has discovered in the Contract Documents, and the Owner's written resolution of these is acceptable to the Contractor.

This proposal is genuine and not made in the interest of or on behalf of any disclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation. The contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid; the Contractor has not solicited or induced any person, firm, or corporation to refrain from bidding; and the Contractor has not sought by collusion to obtain for itself any advantage over any other Contractor or over the Owner.

4. It is understood that the City reserves the right to reject any and all proposals and to waive any informality in proposals received.

5. Communications concerning this proposal shall be addressed to:

EVELYN HAYES 409-599-4680  
(Name and Phone Number)

6. Contractor will compensate the Owner \$ 1,500.<sup>00</sup>/<sub>100</sub> lease amount.  
(\$ amount in figures)

ONE THOUSAND FIVE HUNDRED <sup>00</sup>/<sub>100</sub>  
(\$ amount in words)

Contractor ehayes

Date 04/22/2024

7. The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, or individual has not prepared this bid in collusion with another Bidder, and that the contents of this bid as to prices, terms, conditions of said bid have not been communicated by the undersigned, nor by any employee or agent, to any other person engaged in this type of business prior to the official opening of this bid.

Fill in applicable information:

A Corporation, chartered in the State of TEXAS, authorized to do business in the State of Texas.

A Partnership, composed of: THREE PEOPLE

An Individual operating under the name of: BAYOU BIRDIES

Respectfully Submitted,

BY: ehayes  
Signature

EVALYN E. HAYES  
Typed Name

04/22/2024  
Date

409-599-4680  
Phone

-  
Direct number

-  
Cellular Phone number

-  
Fax

GALVESTON  
County

OWNER  
Position with Company

BAYOU BIRDIES  
Company Name

10340 N. MORNINGVIEW  
Street Address

SANTIA FE, TX 77510  
City/State/Zip

-  
Mailing Address - if Different from Street Address

-  
City/State/Zip

OPEN DAILY FROM 7 AM - 6 PM

# BAYOU BIRDIES

## EARLY BIRDIE BREAKFAST

BREAKFAST BURRITOS  
OR TACOS

*Choice of: eggs, bacon,  
sausage, shredded  
cheese, salsa*

BAKED GOODS

## SHAREABLES

PRETZEL BITES

CHEESE STICKS

FRITO PIE

*Grab & Go*  


CHICKEN  
SALAD  
SANDWICH

PIMENTO  
CHEESE  
SANDWICH

GRILLED  
CHICKEN WRAP

+ A VARIETY OF  
SNACKS

## LUNCH & DINNER

CORN DOG

ALL BEEF HOT DOG

ALL BEEF HAMBURGER

CHICKEN SALAD  
SANDWICH

GRILLED CHICKEN  
SANDWICH

## SIDES

FRIES

ONION RINGS

## STAY HYDRATED

### COFFEE. TEA. SODA

Coffee

Tea

Bottled Water

Gatorade

Red Bull

Coke

Diet Coke

Sprite

Sprite Zero

Dr. Pepper

### ALCOHOLIC BEVERAGES

Budweiser

Bud Light

Ultra

Coors

Miller Lite

Karbach Ranch Water

Topo Chico Seltzer

Twisted Tea

XX

White Claw

Wine

Wine-based shooters

**GET YOUR BEER  
ICED DOWN NOW!**

Call ahead to get a cooler packed up with your favorite drinks. We will have your cooler and food ready to go by tee off! **555-555-5555**



BAYOUBIRDIESCAFE@GMAIL.COM



555-555-5555



BAYOUBIRDIES



BAYOU.BIRDIES



BAYOU  BIRDIES

**Enhancing Your Golf Experience with Every Sip and Bite.**



# WELCOME TO BAYOU BIRDIES

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We aspire to serve as the perfect pitstop for golfers, providing a haven to relax, refuel, and recharge. Our mission is to reestablish trust between the café and golfers by offering delicious, reasonably priced food paired with exceptional customer service.

VENDORS





## VENDORS

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- Toast Point of Sale System
  - US Foods
  - Del Papa
  - Faust
  - Coca-Cola
- 

Bayou Birdies aims to partner with top-tier vendors to ensure our guests receive exceptional service.

MEET THE BAYOU  
BIRDIES PARTENERS





# **JONATHAN CIABATTONI**

---

Jonathan, a seasoned sales and customer service professional, is set apart by his exceptional management skills. With an impressive decade-long track record in both domains, his presence is valuable and irreplaceable within the Bayou Birdies team.

# **BRIAN HAYES**

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Bringing almost two decades of unwavering commitment to the customer service industry, Brian is our key asset in making Bayou Birdies the finest café Bayou City Golf Course has ever witnessed.



# EVELYN HAYES

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Evelyn has 14 years of extensive experience in the service industry and management, making her a seasoned professional. Her passion for event planning and noteworthy organizational skills position her as the backbone of operations, ensuring Bayou Birdies runs flawlessly.





**THANK YOU**

FOR YOUR TIME

**BAYOU  BIRDIES**



# Jonathan CIABATTONI

## Professional Summary

Experienced sales and customer service professional with business mindset and management skills.

✉ JonCiabattoni@gmail.com

☎ 409-739-3434

📍 Dickinson, TX 77539

## Work History

### Tookie's Seafood - Assistant Restaurant Manager

06/2016 - Current

**Family Dining. Extensive menu consisting of fried platters and specialty plates.**

- **Merchandise Coordinator-** Order and track sales of all merchandise including weekly inventory.
- Assisted servers and dining room hosts, quickly responding to guests' needs.
- Managed customer service by training staff, overseeing operations and resolving issues in a timely manner.
- Balanced tills, accurately handled cash, processed credit card payment batches and prepared bank deposits.
- Conducted sales & labor reports on a nightly basis.

### Hugh & Jeff's Car Wash & Grill - Restaurant/Bar Manager

08/2017 - 06/2019

**Unique concept of full detailed, hand car wash services. With large bar & grill to accommodate 200+ guests.**

- Interviewed, hired and trained staff on restaurant/bar practices, customer service standards and productivity strategies.
- Regularly updated computer systems with new pricing and daily food specials.
- Optimized profits by controlling food, beverage and labor costs on a daily basis.
- Oversaw bar inventory, restocked supplies and placed orders.
- Met with, developed business relationships. and negotiated with vendors to increase sales and profits.
- Increased Restaurant/Bar sales by 5.63% from previous year.

### Tookie's Hamburgers - Restaurant Manager

12/2015 - 06/2016

## Skills

- Communication skills
- Customer retention
- Vendor relationships
- Operations management
- Recruiting and hiring
- Inventory control
- Sales planning and implementation

## Education

### Texas City High School

Texas City, TX

High School Diploma

### College of The Mainland

Texas City, TX

Some College (No Degree): General Studies

## Certifications

### Learn2Serve: Texas Food Manager Certification

May 2021 to May 2026

Learn2Serve: TABC Certification

- Managed customer service by training staff, overseeing operations and resolving issues in a timely manner.
- Assisted servers and dining room hosts, quickly responding to guests' needs.
- Balanced tills, accurately handled cash, processed credit card payment batches and prepared bank deposits.
- Conducted sales & labor reports on a nightly basis.

# BRIAN HAYES

10340 N. Morningview Santa Fe, TX 77510 · 409.370.0886

[Hayesbrian02@yahoo.com](mailto:Hayesbrian02@yahoo.com)

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My goal in every aspect of my job is to uphold the company's standards while providing a safe and comfortable work environment for my guests and coworkers. My many years in the customer service industry have helped me to learn and adapt to the many challenges that have presented themselves.

## EXPERIENCE

**SEPTEMBER 2020 - PRESENT**

**GENERAL MANAGER, TEE BOX**

- Manage liquor, beer, and wine orders and inventory: Check the quality of deliveries, oversee proper product rotation, and ensure the quality of products.
- Oversee staffing and needs of 10+ employees.
- Coordinate and execute corporate and private events and catering.
- Maintain monthly events and league teams.

**FEBRUARY 2017 – SEPTEMBER 2020**

**BAR MANAGER, PIG PEN**

- Manage liquor, beer, and wine orders and inventory: check delivery quality, oversee proper rotation of products, and ensure the quality of products.
- Daily safe handling of up to \$10,000
- Company courier to and from the bank.

**NOVEMBER 2010 – FEBRUARY 2017**

**BAR MANAGER, GRINGO'S MEXICAN KITCHEN**

- Liquor, beer, and wine order and inventory: check the quality of deliveries, oversee proper rotation of products, and ensure the quality of products.
- Catering coordinator for significant corporate and private events.
- Front house manager: cultivate quality customer service, reinforce training of servers and bar staff, manage upwards of 40 employees, and maintain a safe work environment.

**APRIL 2007 – NOVEMBER 2010**

**GENERAL MANAGER, FREEBIRDS WORLD BURRITO**

- Special Events Coordinator and Catering Manager for events such as Rodeo Houston and church gathers.
- Food inventory controller and orders: monitor cost, quality of food deliveries, and proper rotation of food on hand.
- Opening Consultant Manger: traveled to new restaurant locations to hire and train new back-of-house and front-of-house staff.

**Evelyn Eisenhower Hayes**  
10340 N. Morningview Santa Fe, TX 77510  
evelyneisenhour@gmail.com  
(409) 599-4680

**Objective:** Utilize computer experience, customer service skills, and managerial expertise.

**Computer Expertise:** Inventory systems, Microsoft Office Excel, Word, Outlook, PowerPoint.

**Work Experience:**

October 2022 – Present

Traffic Coordinator

Kirby Offshore

55 Waugh Dr. Houston, TX 77007

- Facilitating information communications between vessel and shore-side personnel, including transmission of orders, monitoring traffic, coordination of dockside activities, and resolution/notification of incidents.
- Supervising Customer Services Representatives.
- Monitoring vessel schedules and traffic.
- Monitoring after hours and weekend customer communication.
- Monitoring and scheduling vessel bunkers.
- Monitoring vessel repair orders.

March 2019 – October 2022

Customer Service Representative – Offshore Marine Logistics

Kirby Offshore

55 Waugh Dr. Houston, TX 77007

- Schedule horsepower for barges in New York Harbor, Houston Ship Channel, and West Coast ports.
- Communicate orders between sales and tug/barges.
- Facilitate communication between vessel and shoreside personnel.
- Communicate and update customers with trip information, trip recap, and modifications.
- Communicate ETAs to terminals and secure berths for barges.
- Train new employees and contribute to training manuals.

May 2009 – March 2019

General Manager for R.5 Ventures/Float, LLC & R.5 Ventures/Beerfoot, LLC

2828 Seawall Blvd. Galveston, TX 77550

- Manage 75+ employees at two successful establishments: scheduling, payroll, personnel training, and recourse optimization.
- Manage entertainment and events, supply schedules, negotiate with vendors and service providers, advertise, and promote, and ensure compliance with federal and state regulations.
- Financial oversight of daily operations, \$1.2 million annual sales.