

**City of Sweetwater
Request for Proposals
Lake Sweetwater
Bait and Tackle Shop Concession Services**



**David A. Vela
City Manager
200 East 4th Street
P.O. Box 450
Sweetwater, Texas 79556**

INTRODUCTION

The City of Sweetwater ("City") invites qualified candidates to submit proposals for lake concession services. The City is seeking to contract with an individual or firm that specializes in the management and operations of small, convenience store with a live bait shop component.

BACKGROUND

The City seeks to reopen the Lake Sweetwater Bait and Tackle Shop. The City owns the property which consists of a covered fishing pier, bait and tackle shop, RV park and associated parking area. The bait and tackle shop includes live wells as well as a short order kitchen. The City will accept proposals from those interested in full operation of the location and will offer a license agreement of five years with two five year renewal options to the successful proposer. A sample License and Operations Agreement is included in this packet. The City will consider proposals that include a rent abatement for the first two years of the License and Operations Agreement based upon capital investment and improvements to the facilities proposed to be made by the Licensee.

SUBMITTAL OF PROPOSAL

RFP's shall be submitted in sealed envelopes as referenced on the attached solicitation. One (1) signed original marked "**ORIGINAL**", **five (5)** complete sets marked "**COPY 1, COPY 2, etc.**" and **(1) DVD or USB** of the response is to be submitted complete with all supporting documentation. RFP's submitted by facsimile (fax) or electronically **WILL NOT** be accepted. Submittal of a response to this Request for Proposals (RFP) constitutes an offer by the respondent. Once submitted, RFP's become the property of the City and as such the City reserves the right to use any ideas contained in any response regardless of whether that respondent/firm is selected. Submission of a proposal in response to this solicitation, by any respondent, shall indicate that the respondent(s) has accepted the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the successful respondent. RFP's which do not comply with these requirements may be rejected at the option of the City. RFP's must be filed with the City before the deadline day and hour. No late RFP's will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualifying your Proposal. Proposals must be received by the City of Sweetwater by October 21, 2024.

Late proposals will not be considered. The City highly encourages early submission of proposals.

Submittal Address: Assistant City Manager of Administration, 200 East 4th St., Sweetwater Texas 79556

PREPARATION OF PROPOSAL

Responses MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your submittal. Person signing the response must show title or **AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT**. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the submittal. A corporation shall execute the submittal by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and business addresses of all partners. All partners shall execute the submittal. Partnership and Individual Respondent/Bidder shall state in the submittal the names and addresses of all persons with a vested interest therein. The place of residence of each respondent/ bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature. Any costs associated with assembling this submittal will be at the sole expense of the respondent.

OPEN HOUSE

The City will conduct an “Open House,” allowing submitters to tour and view the Building on Tuesday, October 1st at 2:00 p.m., weather permitting. In the event of rain or other inclement weather, this event will be rescheduled.

INTERPRETATIONS

Any questions concerning the requirements or scope of work with regards to this solicitation for Requests for Proposals shall be submitted to **Lisa Adames, Assistant City Manager** at: ladames@coswtr.org. Interpretations, regarding this request for Request for Proposals, shall be furnished via email to all Respondents. No interpretation shall be considered binding unless provided in writing by the City in accordance with paragraph entitled "**Addenda and Modifications.**”

CLARIFICATION OF REQUIREMENTS

All requests for additional information or clarification concerning this RFP must be submitted, in writing, no later than September 30, 2024.

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFP are made by amendments (addenda) and will be posted on the City's website. Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Assistant City Manager of Administration. At the request of the respondent, or in the event the Assistant City Manager of Administration deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Assistant City Manager of Administration. Such addendum will be attached to the original RFP and will become part of the RFP package having the same

binding effect as provisions of the original RFP. It shall be the respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City and as such are made part of the original RFP documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such Respondent from its terms and requirements. Addendums are available online at www.cityofsweetwatertx.gov, no verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, submit the request in writing via email. The request must be received by the Assistant City Manager of Administration no later than October 15, 2024. The City does not assume responsibility for the receipt of any addendum sent to respondents.

SCOPE OF WORK

The following are typical services and/or items that the successful licensee will be required to provide the City if it is awarded the concession agreement and should be addressed in each proposal.

- Proposed improvements and capital investment in the property
- Operation and maintenance of the RV Park component
- Ability to obtain permits and inspections necessary to operate the kitchen
- Ability to obtain permits and licensing necessary to sell fishing and hunting licenses
- Ability to obtain permits and licensing necessary to sell beer and wine for off-premise consumption
- Operation of the live bait component of the shop that includes live wells to include the provision of all equipment necessary
- Bait and Tackle Shop must be open for business before May 1st

PROPOSAL REQUIREMENTS

Proposers must submit a detailed proposal which includes, at a minimum, the following:

- Describe the approach to be used to identify the needed improvements and estimated investments you would make in the property.
- Specifically, detail your business experience with infrastructure improvement, parks and recreation, technology, bait and tackle shop, convenience stores, food preparation.
- Describe the background, experience and qualifications of the person(s) who will act as the daily operations manager.

- Provide at least three (3) references including the name of contact, affiliation, address, direct telephone number and email address.
- Describe in detail the proposed operational schedule and services to be provided in a business plan.

EVALUATION PROCESS

After the deadline for receipt of RFP's, an evaluation committee will review all submissions utilizing the evaluation criteria noted below.

EVALUATION CRITERIA

The following criteria and weight factors will generally be used to evaluate the RFQ:

1. Business plan and investment (0-25)
2. Experience in providing similar services (0-25)
3. Samples and references (0-25)
4. Key personnel professional background, certifications, and experience in providing the requested services (0-25)

SELECTION PROCESS

Based on the Evaluation Committee review, several proposers may be short-listed, for further consideration, and may be required to submit supplemental information and/or an interview or presentation. The City reserves the right to reject all submissions.

SELECTION

City will make its selection based on its review of the proposals submitted. The criteria will include qualifications, experience, business plan, ability to meet the needs of the City.

The City of Sweetwater reserves the right to reject any or all the proposals, to waive informalities in the proposals or the proposal process. The City may interview selected proposer. The City of Sweetwater further reserves the right to award the contract to other than the lowest proposer if such action is deemed to be in the best interest of the City.

TIME ALLOWED FOR ACTION TAKEN

The City of Sweetwater may hold RFQ responses 90 days after submittal deadline without taking action. Respondents are required to hold their submittal firm for same period of time.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

ANTI-LOBBYING PROVISION

During the period between RFP submission date and the contract award, respondents, including their agents and representatives, shall not directly discuss or promote their RFP with any member of the City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations. Violation of this provision shall result in the rejection of the respondent's RFP and disqualification from future consideration of similar RFP's.

INDEMNIFICATION CLAUSE

THE RESPONDENT HEREBY AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING, BUT NOT LIMITED TO, THE AMOUNTS OF JUDGMENTS, PENALTIES, INTERESTS, COURT COSTS, LEGAL FEES, AND ALL OTHER EXPENSES INCURRED BY THE CITY ARISING IN FAVOR OF ANY PARTY, INCLUDING CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING EMPLOYEES OF THE CITY, DEATH OR DAMAGES TO PROPERTY (INCLUDING PROPERTY OF THE CITY) AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAYS INCIDENT TO, IN CONNECTION WITH OR ARISING DIRECTLY OR INDIRECTLY OUT OF TIDS CONTRACT. THE RESPONDENT AGREES TO INVESTIGATE, HANDLE, RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY SUCH CLAIMS, DEMAND, OR SUIT AT THE SOLE EXPENSE OF THE RESPONDENT. IN ADDITION, THE RESPONDENT AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS EMPLOYEES, AGENTS, OFFICERS AND SERVANTS FREE AND HARMLESS FROM ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION RELATING TO, FOR, OR ON ACCOUNT OF THE USE OF PATENTED APPLIANCES, PRODUCTS OR PROCESSES, AND THE RESPONDENT SHALL PAY ALL ROYALTIES AND CHARGES WHICH ARE LEGAL AND EQUITABLE. EVIDENCE OF SUCH PAYMENT OR SATISFACTION SHALL BE SUBMITTED UPON REQUEST OF THE DIRECTOR OF PURCHASING AND ASSET MANAGEMENT AS

A NECESSARY REQUIREMENT IN CONNECTION WITH THE FINAL ESTIMATE FOR PAYMENT IN WHICH SUCH PATENTED APPLIANCE, PRODUCTS OR PROCESSES ARE USED. RESPONDENT ALSO AGREES TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO, EVEN IF THE CLAIM OR CLAIMS ALLEGED ARE GROUNDLESS, FALSE OR FRAUDULENT. TIDS PROVISION IS NOT INTENDED TO CREATE ANY CAUSE OF ACTION IN FAVOR OF ANY TIDRD PARTY AGAINST RESPONDENT OR THE CITY OR TO ENLARGE IN ANY WAY THE RESPONDENT'S LIABILITY BUT IS INTENDED SOLELY TO PROVIDE FOR INDEMNIFICATION OF THE CITY FROM LIABILITY FROM DAMAGES OR INJURIES TO THIRD PERSONS OR PROPERTY ARISING FROM RESPONDENT'S PERFORMANCE HEREUNDER.

HUB CERTIFICATION

State Certified "HUB Vendor(s)" are required to provide a copy of their certification.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent should be clearly annotated on the pages where confidential information is contained. The City cannot guarantee that it will not be required to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be confidential under Texas Law, or pursuant to a Court order.

COST OF PROPOSAL

The cost of developing and submitting the response is entirely the responsibility of the persons and firms submitting a response to this request for proposals. This includes, but is not limited to, costs to response, submitting the response, negotiating for the agreement and other costs associated with this request for proposals.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Nolan County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Nolan County, Texas.

CONFLICT OF INTEREST

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity must disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. This questionnaire must be filed, by law, with the City Secretary not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. For more information or to obtain the Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf. Proposer further represents that they are in compliance with the applicable filing and disclosure requirements of Chapter 2252 of the Texas Government Code, Form 1295 Certificate of interested Parties online filing with the Texas Ethics Commission.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent be awarded a contract and become the holder of, and have access to, confidential information, (in the process of fulfilling its responsibilities in connection with the contract), the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

SUBSTITUTIONS/CANCELLATIONS OF QUALIFICATIONS

No substitutions or cancellations are permitted without written approval of City of Sweetwater.

TIME ALLOWED FOR EXECUTION OF AGREEMENT

Number of days required for the successful respondent to execute an agreement after receiving notification of award shall be thirty (30) days.

PERSONNEL

The successful respondent shall ensure that the work being performed in response to an executed agreement shall be performed by competent and qualified personnel.

AGREEMENT

Successful Bidder shall be required to execute an agreement with the City.

INSURANCE REQUIREMENTS

All vendors, companies and individuals shall procure and maintain during the term of the contract the following insurance policies:

- General Liability
- Automobile Liability
- Workers Compensation & Employers Liability