



STATE OF TEXAS

CITY OF LA PORTE

CONTRACT

This Contract is made and entered into this 9th day of September 2024, between the City of La Porte, 604 West Fairmont Pkwy, La Porte, TX 77571 (the "City") and Chris Foster (the "Contractor"). In consideration of the mutual covenants and promises contained herein, the City and the Contractor agree as follows:

**1. Parts of Contract:** RFP #245107 for Golf Course Concessions, and your original Proposal, attached are all made a part of this Contract and collectively evidence and constitute the entire contract for services as outlined in the solicitation documents.

**2. Contractor Responsibilities:** Contractor will obtain all required permits or licenses, if any; furnish all of the required materials, equipment, and supplies; perform all of the work specified in the RFP package; and do everything called for therein. All work shall be performed in a good and workmanlike manner.

**3. Payment of Service:** The City, shall be paid a monthly payment of \$2,600.00 due on the 10<sup>th</sup> day of each calendar month. No adjustment to the contract monthly fee will be allowed by the City, except when authorized by City, such decision being in the discretion of the City Manager of City but only in the event the Contractor is unable to perform work or provide services because of closure of the Golf Course due to public calamity, weather or other extraordinary circumstances not resulting from the acts of omissions of Contractor. Any payment received after the specified date will incur a late charge of 10% of the balance due. After payment is one (1) month late, the balance due will increase by 1% each month until paid in full. If, at any time, payments are ninety (90) or more days in the arrears, the City will seek remedy by all legal means allowed under Texas law.

**4. Term of Contract:** The initial term of Contract is for a four-year period commencing on October 1, 2024 ending September 30, 2028. This contract may be renewed under the same terms and conditions for two (2) additional two (2) year periods if agreed upon by both parties. Each such renewal must be evidenced in writing and approved by the appropriate authorities of each party. Such renewal shall be for the same compensation set forth in the Request for Proposal.

**5. Governing Law:** This contract shall be governed by the laws of the State of Texas and all obligations of the parties are performable in La Porte, Texas. Venue shall lie exclusively in Harris, Texas.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and date first above written.

CITY OF LA PORTE:

CONTRACTOR:

By: \_\_\_\_\_  
Corby D. Alexander  
City Manager

By: \_\_\_\_\_  
Chris Foster

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Owner's Address:

604 West Fairmont Pkwy.  
La Porte, Texas 77571  
Phone: 281-470-5020

Contractor's Address:

1905 Idlewood Ct.  
La Porte, Texas, 77571  
Phone: 281-471-1101

# **REQUEST FOR PROPOSAL**

**#24507 Golf Course**

**Concessions**



**Submission Deadline: August 08, 2024 by 2:00 pm, Central Standard Time**

**City of La Porte Purchasing  
Division 604 W. Fairmont  
Pkwy. La Porte, TX 77571  
(281) 470-5126**



# City of La Porte

Established 1892

## Purchasing Department

The City of La Porte is rich in history and built on community, delivering a safe and attractive environment for all walks of life.

### RFP #24507 - GOLF COURSE CONCESSIONS

The City of La Porte (the "City") invites the submittal of responses to this Request for Proposals (RFP) from qualified firms interested in providing the services at the City of La Porte's Bay Forest Golf Course.

**Information:** Forms furnished by the City of La Porte may be obtained without deposit from PublicPurchase.com; the Purchasing Division Office located at 604 W. Fairmont Pkwy, La Porte, Texas, 77571; or by emailing the Purchasing Division at [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov).

**Due Date and Time:** Responses must be received no later than Thursday, August 08, 2024, by 2:00 pm Central Standard Time.

**Receiving Location:** Sealed Proposals will be received at the City Hall Information Desk, 604 W. Fairmont Parkway, La Porte, Texas 77571. The sealed Proposal must include one original and one digital copy both clearly marked with the RFP number and description. The proposals must be received no later than the date and time stated above. The submittal will be opened immediately after the closing hour on said date and only the names of those submitting proposals for consideration will be publicly read.

#### NO LATE SUBMITTALS WILL BE CONSIDERED

This Request for Proposals does not commit the City to award a contract or lease, or to pay any costs incurred as a result of preparing such a response. The City reserves the right to further negotiate with a respondent (and as may be required by law), or reject any and all responses received, or to cancel in part or in its entirety this Request for Proposals.

The City of La Porte hereby notifies all consultants/offerers that in regard to any agreement entered into pursuant to this advertisement, minority business will be afforded equal opportunities to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, age, religion or national origin in consideration for an award.

The City reserves the right to reject any and/or all proposals, to waive any and all technicalities, and to accept any proposal or part thereof, which in the opinion of the City Council, is most advantageous to the City. In case of ambiguity or lack of clearness in stating the prices in the proposal, the City reserves the right to consider the most advantageous proposal thereof or to reject the proposal.



### General Information to Proposers

#### From Posting the Request for Proposal to Submission

##### Article 1. Requirements for Bidding and Instructions to Bidders

###### 1.1 The Proposal Documents

The Bid Documents include this Invitation, Request for Proposal Pages, Requirements for Bidding and Instructions for Bidders, Standard Terms and Conditions, Special Conditions, Supplemental Special Conditions (if any), Detailed Specifications, Plans and Drawings (if any), Insurance Requirements, and all other exhibits attached hereto, and any and all clarifications and addenda issued by the City. Upon the award and execution of a contract pursuant to the Bid Documents, the Bid Documents become the Contract Documents.

###### 1.2 Preparing the Proposal

Proposals are to be prepared and submitted in accordance with the provisions herein. Failure to do so may result in rejection of the proposal. Proposals must be prepared and submitted only on the forms provided within the solicitation package. Where a signature is required, an authorized representative of the respondent must do so. Evidence as to such authority may be required.

###### 1.3 Obtaining the Solicitation Documents

Proposal Documents are typically provided at no cost. If a fee is to be charged it will be so stated in the Invitation to Request for Proposals.

###### 1.3.1 Downloadable Proposal Documents

The primary method to obtain documents is by downloading from PublicPurchase.com. If unable to do so, please contact the Purchasing Division at [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov) or at 281-470-5126.

###### 1.4 Clarifications and Addenda

Owner shall not provide interpretation of the meaning of the plans, specifications or other pre-bid documents to any respondent orally. Such communications must be in writing issued by the Purchasing Division.

###### 1.4.1 Clarifications

A request for such interpretation shall be submitted in writing to the City's Purchasing Division [purchasing@laportetx.gov](mailto:purchasing@laportetx.gov) or delivered to the Purchasing Division Office at 604 W. Fairmont Parkway, La Porte, Texas 77571. Purchasing will act as liaison between the requester and the departmental representative to seek clarification or supplemental instructions appropriate to the request.

###### 1.4.2 Addenda

All interpretations, clarifications or supplemental instructions will be in the form of written addenda. Bidders cannot rely on oral or informal responses; such answers will not be binding upon the City. These interpretations, clarifications or supplemental instructions will be placed with the solicitation documents on PublicPurchase.com not later than 10 working days prior to the scheduled time for receipt of bids. Addenda posted less than the 10 working days prior to the scheduled time for receipt of bids may include an extension to the original date of scheduled for receipt of proposals.

Failure of any participant to receive any such Addendum or interpretation shall not relieve participant from any obligation of submitted bid. All addenda issued shall become part of the contract documents and must be acknowledged as received on the submitted document(s).



### 1.4.3 Communications

All communication with potential respondents should be made only through the City's Purchasing Division, purchasing@laportetx.gov or 281-470-5126. City staff should not have contact with potential respondents outside of pre-solicitation conferences. If a staff member or Council member is contacted by a potential respondent, staff must politely decline to discuss the procurement and forward the inquiry to the Purchasing Division. Likewise, a respondent that contacts someone other than authorized staff in regards to a solicitation may be disqualified.

### 1.5 Examination of the Proposal documents

Respondents shall carefully examine all of the Proposal Documents before completing the forms and submitting a Proposal. A Respondent that is awarded a contract will be solely responsible for all costs arising from and associated with that Respondent's failure to comply with the requirements of the Proposal Documents, including, without limitation, this requirement to inspect the Proposal Documents.

### 1.6 Exceptions or Variances

For the purposes of proposal evaluation, Bidders must indicate any variances, no matter how slight, in the specification comments, the Proposal page or pages attached thereto with the exact nature of the change outlined in sufficient detail. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications.

By receiving a proposal, the City does not necessarily accept any variance or exception contained in a proposal. All variances or exceptions submitted are subject to review and approval by the City. If any proposal contains material variances that, in the City's sole opinion, make the bid conditional in nature, the City reserves the right to reject the proposal or part of that proposal that is declared by the City as conditional.

### 1.7 Bid Prices Must Incorporate All Costs

Proposed prices must include any freight, handling, or other fees associated with the proposed goods or services. No additional costs will be allowed, if not included in this proposal. Any applicable fees with regard to ACA should be included in the proposal.

#### 1.7.1 Taxes

The City of La Porte is not subject to the State of Texas Sales Tax. The City's State of Texas Blanket Certificate number is 369-661-4.

### 1.8 Completion of the Solicitation Documents

Each participant must complete all of the forms listed as required forms. The forms, including the RFP Proposal Pages, must be completed in ink, or typewritten. Respondents may not change any of the Proposal Documents. Any changes made by a Respondent to the Proposal Documents may result in rejection of the Proposal, and will not be binding upon the City.

If in a response, the respondent either electronically scans, re-types or in some way reproduces the City's published solicitation package, then in the event of a conflict between the terms and provisions of the City's published specifications, or any portion thereof, and the terms and provisions of the bid response submitted by the respondent, the City's specifications as published shall control. Furthermore, if an alteration of any kind to the City's published specifications is only discovered after the contract is executed and is or is not being performed the contract is subject to immediate cancellation.

### 1.9 Trade Names and Substitutions

Reference to a specific manufacturer or trade name in this solicitation is intended to be descriptive (but not restrictive) and to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items that have been deemed by the City to be satisfactory. The Respondent must, if awarded the Contract, provide the product(s) specified, unless equivalent alternatives have been proposed as described below and found



acceptable to the City.

A respondent choosing to participate in this solicitation for proposals with an alternate product(s) from those specified in the solicitation, must identify such alternate items with its proposal with a detailed explanation and documentation in support of how the alternate items proposed can perform as well as or better than those specified. Unless an alternate item is so identified, it is understood that the Respondent proposes, and will be required to provide, the specific item or deliverables described in the specifications. No substitution of specified items will be allowed thereafter except as otherwise provided for in the specifications.

Documentation in support of alternate items includes, but is not limited to:

- complete data substantiating compliance of proposed alternate items with requirements stated in the solicitation including:
  - product identification, including manufacturer's name and address
  - manufacturer's literature identifying the product description, reference standards, performance and test data
  - samples, as applicable
  - name and address of similar applications on which the product has been used, and date of usage.
- itemized comparison of proposed alternate item with product or service specified, listing significant variations

Respondent warrants and represents that in making a formal request for substitution with alternate items that:

- the proposed alternate item is equivalent or superior in all respects to the product specified, and
- the same warranties and guarantees will be provided for the alternate item as for the product specified
- Bidder is solely responsible to provide all pertinent product data with the solicitation package

### **1.10 Authorized Dealer/Distributor**

Solicitations involving proposals for equipment or other goods that are subject to manufacturer warranties that require sale or installation by authorized dealers or distributors, the Contractor must be the manufacturer or an authorized dealer/distributor of the proposed manufacturer and be capable of providing genuine parts, assemblies and/or accessories as supplied by the manufacturer. Further, the Contractor must be capable of furnishing original product warranty and manufacturers related services such as product information, product recall notices, etc. The Solicitation documents will typically ask the participant to certify that it is an authorized dealer/distributor when this requirement is applicable. The Respondents' compliance with these requirements will be determined by the Purchasing Division, whose decision will be binding.

### **1.11 Recycled materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, The City of La Porte encourages the use of products made of recycled materials. The City will be the sole judge in determining product selection and suitability.

### **1.12 Estimated Quantities**

Unless explicitly stated to the contrary in the Specifications, or Proposal pages, any quantity shown on the Proposal Pages represent estimated usage and as such are for solicitation purposes only. The City reserves the right to increase or decrease quantities ordered. Nothing herein will be construed as intent on the part of the City to procure any goods or services beyond those determined by the City to be necessary to meet its needs.

The City will only be obligated to pay for such quantity actually received or services actually provided and accepted as satisfactory and upon receipt of an itemized, correct invoice.

### **1.13 Proposal Modifications**

A respondent may modify their proposal by written communication at any time prior to the scheduled receipt of proposals, provided such communication is received by the Owner prior to scheduled time for receipt of proposals.



### **1.14 Withdrawal of Proposal**

Participants may withdraw their Proposal at any time prior to the date and time for Proposal opening. Requests for withdrawal must be made in writing. Respondents must make their own arrangements for the return of their Proposal.

### **1.15 Cooperative or Interlocal Purchases**

Vendors with contracts awarded as Cooperative Purchasing Program participants may submit those contracted items so long as the specific cooperative contract details necessary to allow the City to verify that the proposed products or services satisfy the City's specifications and requirements are included. This information may include attachments to convey the contract specifics.

The City may also, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives to enhance the City's purchasing power. At the City's sole discretion and option, the City may inform other entities that they may acquire items listed in this solicitation. Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this solicitation shall be listed on a rider attached hereto if known at the time of issuance, or if after contract award, issued subsequently.

Entity purchase orders shall be submitted to Vendor by the Entity. The City of La Porte will not be liable or responsible for any obligations, including, but not limited to, payment and for any item ordered by an entity other than the City.

Furthermore, Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations or promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by the City of Entities, or whether Entity will purchase utilizing the City's contract.

### **1.16 Submission of Proposals**

Proposals shall be submitted on a USB in a sealed envelope, and should clearly state the Request for Proposal number and name and submitted to the address listed below:

#### **Proposal Receiving Locations:**

City of La Porte, Attn: Purchasing Department, 604 W. Fairmont Parkway, La Porte, Texas 77571.

#### **1.16.1 Respondents are responsible for Proposal delivery**

Each Respondent is solely and completely responsible for delivery of its Proposal to the designated delivery location before the date and time established for the Proposal opening. Any Proposal that is not delivered on time, including Proposals mistakenly delivered to other City offices, will not be accepted. The City is under no obligation to ensure that misdirected Proposals are delivered to the designated delivery location prior to Proposal opening. This article also applies to Proposals sent via U.S. Postal Service or messenger service.





### From Proposal Receipt and Evaluation to Award

#### 1.17 Proposal Opening

Proposals will be opened and only the respondent names read immediately following the deadline for the submission of Proposals has passed. All Proposals and Proposal Documents are subject to review by City Staff to determine responsiveness and responsibility.

#### 1.18 Effective Term of Proposal

Unless a proposal is expressly rejected by the City, all proposals will remain in effect for ninety (90) days subsequent to proposal opening. Respondent may not withdraw or cancel or modify its proposal for a period of ninety (90) days after the advertised closing time for the receipt of Proposals. The City reserves the right to reject any proposal where a modification of its Proposal materially affecting the proposal prior to the ninety (90) day period occurs.

The City may request that Respondents extend the effective period of their Proposals. Such requests will be made in writing, and will require the Respondents' written consent to the extension.

#### 1.19 Evaluation and Consideration of Proposals

##### 1.19.1 Determination of responsiveness

The City of La Porte Purchasing Division will review Proposals to determine whether they conform to the requirements of the Proposal Documents.

##### 1.19.1.1 Must Propose all line items

A Bidder must propose all requirements set forth in the Proposal Pages, except to the extent that the Specification expressly allows otherwise. Proposals submitted to the contrary will be considered incomplete and as a result, will be rejected as being non-responsive to this requirement.

Per the Basis of Award, if Contract(s) will be awarded per Section or Group, Respondents must bid all items within a Section or Group, except to the extent that the Specification expressly allows otherwise. Respondents are not required to propose all Sections or Groups. Bids submitted to the contrary will be considered incomplete and as a result, will be rejected as being non responsive to this requirement.

##### 1.19.1.2 Mathematical Calculations

The City of La Porte Purchasing Division reserves the right to make corrections after receiving the proposals to any clerical error apparent on the face of the proposal. This includes but is not limited to obviously incorrect units or misplaced decimal points, or arithmetic errors. In the event that comparison of the Respondent's "Unit Price" and "Total Price" submitted for any line reveals a calculation error, the Unit Price shall prevail.

##### 1.19.1.3 Unbalanced Bids

The Purchasing Manager or their designated representative reserves the right to reject any Proposal that, in his or her sole discretion and authority, determines is materially unbalanced.

##### 1.19.1.4 Conditional Bids

Conditional proposals will not be accepted.

#### 1.19.2 Determination of Responsibility

The City of La Porte Purchasing Division has the sole discretion and authority to make the determination of responsibility. A Respondent may be requested to submit such additional information pertaining to responsibility as the Purchasing Official deems necessary. Failure to comply with such a request will result in a finding of non-responsibility and rejection of the Proposal.



### **1.19.2.1 Respondent Debts or Defaults**

The City reserves the right to refuse to award a Contract to any bidder that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City, or has failed to perform faithfully any previous contract with the City.

### **1.19.2.2 Competency of Respondent**

Respondent, if requested must present within a reasonable time, as determined by the City, evidence satisfactory to the Purchasing Division of ability to perform the Contract and possession of necessary facilities, financial resources and adequate insurance to comply with the terms of these specifications and contract documents.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such respondent fails to satisfy the Owner that such respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

### **1.19.2.3 Rejection of proposals and waiver of informalities**

The Purchasing Manager, in their sole discretion and authority, may determine that it is in the best interest of the City to reject any or all Proposals or to waive any informality in the proposal submitted in response to any invitation for Proposals.

### **1.19.2.4 Tie Bids**

In the event of tie bids, preference will be given to the bidder who offers the best value to the city in accordance with State Law.

## **1.20 Method of award**

Evaluation will be based strictly on the criteria stated in this Request for Proposal. The highest ranked proposal may be negotiated and one or more respondents may be allowed to present a best and final offer. If proposal amounts exceed the available funds to finance a contract, the City may reject all proposals or may award the contract on a negotiated proposal with deductible alternates as to produce a net amount which is within the available funds.

## **ARTICLE 2 Incorporation of Exhibits**

The following attached Exhibits are made a part of this agreement:

- Exhibit A - Pricing Proposal
- Exhibit B - Insurance Requirements
- Exhibit C - Conflict of Interest Questionnaire
- Exhibit D - Local Bidder Preference
- Exhibit E - References
- Exhibit F - Operational Experience
- Exhibit G - Questionnaire

## **Contract Term**

This RFP is for an initial term from the date of execution or commencement of operations coinciding with the TABC licensing approval and issue until September 30, 2028. Two (2) two-year renewal options maybe considered.

The city may terminate the Contract with a 30-day written notice at any time if the successful respondent fails to comply with all conditions provided or if the performance is unsatisfactory.



### **Scope of Work and Detailed Requirements**

The Bay Forest Golf Course is a popular golf facility located within the City of La Porte, Texas. It hosts several sponsored tournaments annually along with being a hub for community engagement and small private gatherings. The city is soliciting proposals in order to identify individuals and/or businesses qualified to operate and manage concessions both over-the-counter and on the course at the Bay Forest Golf Course. The awarded vendor is expected to provide the professional services normally associated in the management and operation of concessions at a publicly held facility. The Vendor will be required to sign the Concession Agreement.

The concession area is to be open every day of the year, including any holiday that the Bay Forest Golf Course is open. You are responsible for hiring of all personnel, procuring, preparing and cooking a variety of foods that require only a short preparation time, taking orders, serving food and beverages (both alcoholic and non-alcoholic), managing on site inventory, all housekeeping within the concession area, processing payments and ensuring great customer service. This is an over-the-counter type of operation for servicing or dispensing of food and beverages to patrons who may themselves carry the food to a desired area and mobile cart service on the golf course.

In further and full consideration of the exclusive concession use granted by the City, the Concessionaire shall pay the City a base Concession Fee. The Fee shall be exclusive of utilities; utilities (excluding telephone) including cable/satellite within the space are provided at no cost to the Concessionaire.

The average annual golf rounds played is 42,000 rounds. In 2023 Bay Forest hosted several scheduled tournaments with the number of players ranging between 32 and 140 players participating in them.

The new contract is to commence on October 1, 2024 and operations shall commence concurrently with the TABC licensing effective dates and shall be renewable automatically, annually thereafter each fiscal year for up to four (4) years, plus two (2) additional 2-year renewal options may be considered.

### **Minimum Requirements for Providing the Services**

#### ***Licenses***

Concessionaire shall prepare the application for and assume full responsibility for all costs and expenses of obtaining and keeping in effect for the term of the Contract any and all certifications required by the City of La Porte, Harris County and the State of Texas, including Food Health Certifications and the appropriate mixed beverage license as issued by the TABC. All mobile or delivery concessions must maintain the same health and safety standards as over-the-counter snack bar operations. Concessionaire shall abide by all rules and regulations relative to any such license. Failure to qualify for a liquor license or other required licensing or certifications, including those issued by the Health Department, or obtaining a Tax permit by the date operations commence may constitute a default hereunder.

#### ***Customer Service***

Concessionaire and all of its employees, agents, or representatives shall provide premier customer service to internal and external customers by responding to requests in a timely and professional manner. Concessionaire and its employees shall communicate and coordinate courteously and effectively in a family friendly manner with customers, city staff, officials, patrons, volunteers, and other outside organizations.

#### ***The Concession Space (Premises) and Utilities***

Concession space shall mean the kitchen area, adjacent dining area, restrooms and common hallway, plus the outdoor patio area. Concessionaire shall have the exclusive use of the space for the purpose of offering food, non-alcoholic beverages, licensed alcoholic beverages and related services primarily to golfers utilizing the Course, and, incidentally, to the public. On course services shall also be provided. The successful vendor shall retain the revocable sole and exclusive right of the concession space, all golf course concessions (including tournaments), cart service, and other events scheduled at the facility during the contract term. The Bay Forest Golf Course provides routine professional insecticide treatment deemed safe for food service.

The City of La Porte maintains the building structure (roof, structural elements, exterior walls, doors, windows, foundation, HVAC, the normal periodic maintenance of the range hood duct work, exhaust, fan hoods, hood fire suppression system, and kitchen make-up air ductwork including necessary repairs, electric power lighting panels and distribution circuits, plumbing system and fixtures (if not the result of negligence or intentional acts), dishwasher, drain, and grease traps.



The concessionaire is solely responsible for the repair and normal periodic maintenance of the kitchen and bar equipment and furnishings other than those stated previously as maintained by the city.

Concessionaire shall be solely responsible for the ongoing cleanliness of the Premises in order to provide a clean, sanitary and orderly appearance for golfers and the public, including but not limited to the kitchen area, busing and cleaning tables, chairs, patio deck, floor areas and common areas/hallways, windows, walls, and removing trash accumulations to designated trash containers in accordance with the ordinances, resolutions, statutes, and the health, sanitary and police regulations of the City of La Porte, Harris County, Texas. Restrooms are serviced by the City's janitorial provider. No offensive or refuse matter, unlawful fire hazard or item that may be considered detrimental to the public health shall be permitted on the Premises.

In the event of destruction rendering only the concession space unusable for said purpose, the City shall endeavor, but not be obligated to make substitute premises available for Concessionaire's use. During any period of use by Concessionaire of such substitute Concession Space, the City may direct that the Concessionaire's fee be abated proportionately,

If the Clubhouse, Concession Space, or Golf Course shall be only injured by fire or the elements to such extent so as not to render the same unfit for use and occupancy, the City shall make every effort to repair the same with all reasonable speed.

No compensation or claim shall be made by or allowed to Concessionaire by reason of any inconvenience or annoyance arising from the necessity of closing from use or repairing any portion of the Clubhouse or Bay Forest Golf Course, however the necessity may occur.

### ***Purpose for which areas are intended***

The concession areas that are the subject of this RFP are intended for the operation of authorized concessions only and may not be used by the Concessionaire for any other purposes. The areas may not be used for storage of any supplies, materials, or equipment that is not used in this operation. Concessionaire will furnish all storage containers, etc. needed for the operation, cleanliness, sanitizing of concessions area and equipment, protection of food products, and to protect products from insects/bugs.

An adequate stock of food and beverage supplies, condiments, dishes, silverware, napkin dispensers, salt and pepper shakers, cups and glassware, and any kitchen utensils or bar equipment necessary to serve the demand for such items shall be the sole responsibility of the Concessionaire.

Concessionaire may not use any part of the Premises or any building situated on them for any use or purpose that violates any applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Harris, or the City of La Porte or other lawful authority with jurisdiction over the Premises.

Concessionaire shall have the right in ingress and egress to and from the Clubhouse and Concession space for Concessionaire's employees, agents and invitees to the extent reasonably necessary in connection with the conduct of business as stated under this agreement. Any area designated as restricted by the City shall be excluded.

The City, its officers, agents and representatives shall be permitted to enter the said Premises at all reasonable times to examine the same or to make such repairs therein as shall be deemed requisite by the City.

### ***Menu, Merchandise, Prices and Payments***

Concessionaire shall have the ability to accept cash and credit card transactions at the Concession Space as well as the mobile beverage/snack cart. At a minimum, Concessionaire must accept MasterCard, Visa, and American Express from patrons. The Concessionaire is responsible for processing any associated credit card charges through its system and bank.

No item (menu item or other merchandise) shall be sold without prior permission of the Bay Forest Golf Course General Manager. All prices on items sold shall be presented to the City's representative for approval prior to each contract year. The City must approve all price changes and prices for new items and shall do so in a reasonable manner taking into account the business considerations presented by the concessionaire. The Golf Course General Manager shall make the final determination.

The Concessionaire can choose their own vendor for drinks and other food supplies. Vending machines are not allowed in the Concession Space. Concessionaire is responsible for accepting all deliveries of product and equipment for operations at the designated service entrance only.



### ***Furniture and Equipment***

Concessionaire is solely responsible for any additions and/or changes to equipment design, installation and layout and must maintain compliance with local Health and Fire Department regulations at all times. Electrical, plumbing, or drain line additions or changes must be approved by the city prior to planning and/or installation. Any installation shall be according to all applicable laws, regulations and City of La Porte Ordinances.

The cost of any fixtures, furniture or equipment added or replaced and installed during the term of the Contract shall be borne by the Concessionaire and such equipment will remain Concessionaire's property. The repair or replacement of any furniture, fixtures or equipment necessary to provide uninterrupted concession services is the sole responsibility of the Concessionaire.

If upon termination of the Contract the city does not renew said Contract, the Concessionaire shall have the right to remove any owned equipment, furnishings, and expendables. If, upon receipt of proper notification by the city to the Concessionaire, the equipment, furnishings or expendables are not removed in a timely manner, said equipment, furnishings and expendables may become property of the city.

Suggested equipment for the kitchen includes, but is not limited to the following:

Walk-in cooler/freezer (existing in the space, provided by the city)	
Fryer - 2	Ice Machine
Range - Grill	Hand Sink
Sink - 3 compartment	Stainless Steel tables
Freezer	Sandwich case
Refrigerator	Beverage boxes

The city will provide matching tables and chairs to accommodate at least 50 people inside the concession area and matching tables and chairs to accommodate at least 48 people in the adjacent outdoor patio concession area.

### ***Hours of Operation***

Subject to the exception for inclement weather or other necessary Bay Forest Golf Course closures, the Concessionaire will be required to provide food and beverage services daily from 6:30 am until one (1) hour after the last golf round has finished on that day.

Throughout the lease, and with prior approval by the City, Concessionaire may, at its own discretion, close the services during inclement weather, or may provide less than a full-service operation pending customer demand during specified times, with prior approval of the Golf Course General Manager.

Concessionaire shall have the first right of refusal, but is not obligated under this agreement to facilitate luncheons or other meals for special occasions other than scheduled meetings and tournaments. If an event is scheduled and the Concessionaire elects not to provide the services, the city may provide food and beverage services by other means.

### ***Contract Implementation***

Within ten (10) days of the effective date of the Contract, the Concessionaire in coordination with the City, shall prepare a final written transition plan for the Golf Course General Manager. The plan shall ensure that the Contractor will implement a fully functioning, licensed operation (including inventory, equipment, furnishings and staff training/certifications) to be in effect no later than the effective date(s) of all required licensing and/or certifications, and in such a way as to prevent an interruption of the concession services during the transition period until full operations are achieved by the awarded Concessionaire.

### ***Fee Paid to the City by Concessionaire***

The Concessionaire shall propose to the City of La Porte a base fee to be paid monthly for the initial term of the contract. The base fee proposed must meet or exceed a base of \$2600 due each month. The fee shall be due on the 10th calendar day of each month for the prior months operation. No adjustments to the base fee will be allowed, including those for weather, closures or other variables.

Any payment received after the specified date will incur a late charge of 10% of the balance due. Payments made 30 days after the specified date will incur an additional 1% each month until the balance is paid in full. An account 90 days or more in arrears may be grounds for termination and the city will seek remedy by all legal means allowed under Texas Law.



### **Submission of Proposal**

Respondent shall provide a proposal that clearly demonstrates their experience and ability to perform in this type of operation, articulates the operations plan specifically for the Bay Forest Golf Course, demonstrates the ability to comply with all appropriate law and regulations, documents evidence of the ability to operate a food and beverages service in a manner consistent with the Industry Best-Management practices for customer satisfaction, cleanliness and sanitation, maintenance, and safety and health

### **Submission Requirements**

- A One Thousand Dollar (\$1,000.00) Bid Bond, utilizing the form attached in this solicitation must be submitted with your proposal.
- A cover letter stating your understanding of the requirements and intended operations for this Request For Proposal. A description of your interest in and the ability to perform these services, including licenses and certifications (or the ability to qualify for the required licenses and/or certifications in a timely manner), and operational experience
- An audited Financial Statement (must be 2023 or later)
- A sample menu, for both daily service and tournaments, including suggested pricing and the basis used to arrive at the pricing
- A recommended complaint resolution process
- References and operational experience
- A completed Questionnaire
- Furniture and equipment plan
- Proposed base fee

### **Evaluation Criteria**

#### **1. QUALIFICATIONS 20 Points, maximum**

Proposers shall demonstrate the ability to create and successfully operate a program of comparable size while complying with the specifics of the RFP. Describe only relevant operational experience for any personnel actively engaged in providing the services at Bay Forest Golf Course. Do not include corporate experience unless personnel assigned to this project actively participated.

Do you currently or have you ever successfully attained a TABC mixed beverage license? Do you currently meet the TABC requirements to apply for a mixed beverage license at the time of submission? Food preparation and handling training or certifications? Employees with TABC training?

#### **2. REFERENCES AND OPERATIONAL EXPERIENCE 15 Points, maximum**

List at least three (3) previous or current contracted operations that best demonstrate your ability to operate the concessions as described in this RFP. Please include the contact information for each reference provided including name, address, current telephone number and E-mail address. Additionally, please include (1) how you may have changed or improved operations once the referenced contract began; (2) how you tailored the service specifically to the client; and (3) actions taken to attract and increase patronage and revenue both indoors and on the course.

#### **3. QUALITY 20 Points, maximum**

Food variety and selections offered, presentation, and the process of items to be sold; when and why the menu may change? Customer complaint resolution. Sample menu and pricing for both daily service and a tournament menu

#### **4. EQUIPMENT 20 Points, maximum**

Provide a complete listing of equipment, furniture and fixtures proposed for the concession space including the age, model and condition of all major appliances that will be installed/utilized for this service.

#### **5. FINANCIAL 15 Points, maximum**

Demonstrate that you currently have the financial resources to develop, implement and operate as outlined in this RFP.

#### **6. CONCESSION FEE PROPOSED 10 Points, maximum**

Amount proposed to meet or exceed the monthly base fee of \$2,600.00.



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Cherell Daeumer, Purchasing Manager

### **Insurance Requirements and Bonding**

Contractor's performing work on City property or public right-of-way on behalf of the City of La Porte shall provide a certificate of insurance in accordance with the coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. It required that the required insurance be maintained at all times during the performance of the contract.

All insurance companies must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of La Porte.

Signing this solicitation indicates that you have the required insurance and if selected to perform the work, will provide the certificates of insurance naming the City as additionally insured. A PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE OF INSURANCE.

The types and amounts of insurances required are found in Exhibit B. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

A bid bond in the amount of \$1,000 is required to submit a proposal.

A Business Services Bond in the amount of \$5,000 may be required at contract execution.

### **Proposal Pages**

Contractor agrees to charge to the public the retail prices, exclusive of any sales tax, as shown on Exhibit A, attached hereto, incorporated by reference herein, and made a part hereof for all purposes. Contractor shall offer no other item for sale that is not on the approved price list. Initial pricing shall be in accordance with the RFP. Contractor may add, delete, or make other adjustments to items or pricing from time to time, provided each item or price change is pre-approved, in writing, by the Golf Course General Manager prior to its offering.



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**EXECUTION AND ACCEPTANCE PAGES**

Bid execution and acceptance pages follow. Please complete **only** the Execution page appropriate for your business type.

Remainder of this page intentionally blank.





**CITY OF LA PORTE  
LOCAL BIDDER PREFERENCE APPLICATION**

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of La Porte, Texas has determined that the allowable preference shall be applied to local vendor's bids for the purposes of evaluation when requested in writing by local bidder and when determined to be in the best interest of the City to do so. **This request form and any supporting documentation must be submitted with quote/bid in order to be considered by the City of La Porte, Texas.** Questions should be addressed to the Purchasing Department at 281-470-5126. Exclusions to the local preference include expenditures of \$25,000 or less, and those purchases which are: sole source, emergency, federally-funded, cooperative contracts, service contracts subject to the Professional Services Procurement Act, contracts awarded through request for proposals or qualifications, or via inter-local agreement.

Location Eligibility: Principal place of business in La Porte, Texas. Principal place of business is defined herein as a business that is headquartered in and has an established place of business in the incorporated limits of the City of La Porte, and from which a substantial role in the entity's performance of a commercially useful function or a substantial part of its operations is conducted. A location utilized as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed as a principal place of business.

1.

- (a) If yes, identify name of business/DBA, address and business structure: sole proprietorship, partnership, corporation or other.

Name of business/DBA: Chris Foster / DBA Bay Forest Grill

Address: 201 Bay Forest Drive

City: La Porte State: TX Zip: 77571

- Sole Proprietorship  
 Partnership  
 Corporation  
 Other \_\_\_\_\_

- (b) Name and city of residence of owner(s) partners/corporate officers as applicable

Name: \_\_\_\_\_

City: \_\_\_\_\_

2. General Business Information:

- (a) Year business established (La Porte location) 2016  
(b) Most recent year property valuation (if owned); real and personal property \$ \_\_\_\_\_  
(c) Is business current on all property, sales tax and utility bills at the time of this application? Yes (d)  
Total number of current employees 7 and number of La Porte-resident employees 5

3. Economic Development benefits resulting from award of this contract:

- (a) Number of additional jobs created 5 or retained for La Porte resident-employees \_\_\_\_\_  
(b) Local subcontractor utilized, if applicable; name, location and contract value for each



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Cherell Daeumer, Purchasing Manager

LOCAL BIDDER PREFERENCE APPLICATION, Continued

Name: Chris Foster

Address: 201 Bay Forest Drive, La Porte, TX 77571

Contract Value \$ \_\_\_\_\_

(c) Other economic development benefit deemed pertinent by applicant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid No. /Quote for which the local preference is requested: \_\_\_\_\_

Chris Foster

(Name of Bidder)

8-6-24

(Date)

*Chris Foster*

(Signature)

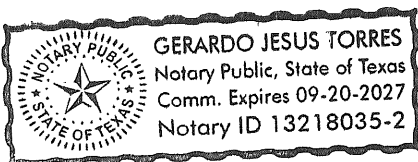
Chris Foster

(Print Name)

THE STATE OF TEXAS §

COUNTY OF Harris §

Appeared before me the above-named Chris Foster, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 6<sup>th</sup> day of August, 2024.



*Gerardo Torres*  
NOTARY PUBLIC, STATE OF TEXAS

Printed Name: Gerardo Torres

Commission Expires: 09/20/2027



City of La Porte

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Purchasing Department

Cherell Daeumer, Purchasing Manager

8.4 Bid Execution By a Sole Proprietor

The undersigned, hereby acknowledges having received Solicitation Number \_\_\_\_\_ containing a full set of Contract Documents, including but not limited to, 1) Requirements for Bidding and Instructions to Bidders, 2) Standard Terms and Conditions - General Conditions, 3) Special Conditions, 4) Contract Plans or Drawings (if applicable), 5) Detailed Specifications, 6) Proposal Pages, 7) Certifications and 8) Addenda Nos. (none unless indicated here) \_\_\_\_\_

and affirms that the sole proprietor shall be bound by all the terms and conditions contained in the Contract Documents regardless of whether a complete set thereof is attached to this proposal or bid, except only to the extent that the corporation has taken express written exception thereto in the sections of this solicitation designated for that purpose.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit this execution page on behalf of the Disclosing Party; (2) warrants that all certifications and statements contained in the execution pages are true, accurate and complete as of the date the execution page was submitted; and (3) further warrants that, as of the date of submission of this solicitation there have been no changes in circumstances since the date that the Execution page was submitted that would render any certification in the execution page false, inaccurate or incomplete.

Furthermore, the undersigned being duly sworn, deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other Bidder (proposer) or prospective Bidder (proposer) or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraint of freedom of competition among Bidders (proposers) and has not disclosed to any person, firm or corporation the terms of this bid (proposal) or the price named herein.

Proposals must be submitted with original signatures in the space provided. Proposals not properly signed will be rejected.

SIGNATURE OF PROPRIETOR:

(SIGNATURE)

*[Handwritten Signature]*

DOING BUSINESS AS:

(Print or Type)

Business Address

(Print or Type)

Bay Forest Grill

201 Bay Forest Drive

(Print or Type)

La Porte, TX 77571

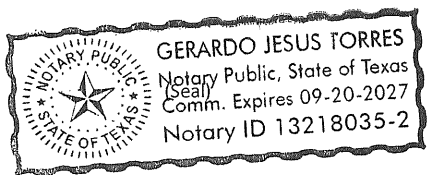
(Print or Type)

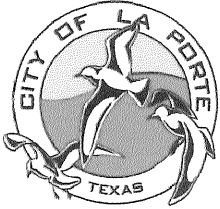
State of Texas County of Harris

This instrument was acknowledged before me on this 6<sup>th</sup> day of August, 2024 by Annis Foster as President (or other authorized officer) and N/A as Secretary of N/A (Partnership Name).

*[Handwritten Signature]*  
Notary Public Signature

Commission Expires: 09/20/2027





# City of La Porte

Established 1892

# Purchasing Department

Cherell Daeumer, Purchasing Manager

### References:

### Exhibit E

Please PRINT or TYPE here, the names, addresses and other contact information of persons in a management capacity where other similar work has been provided within the last five (5) years, or is currently being provided that may be willing to provide a reference and recommendation for your company. Failure to complete and submit this form may be cause to disqualify your proposal. References provided must be for similar events.

At least 2 of the 5 required references should be current and of a similar size and scope. Contractor shall also indicate the date services were performed and a brief description of the type of event, and any other pertinent information involved for each reference provided.

Company Name	Contact	Address	Telephone	E-mail
Billy Stoker		201 Bay Forest Dr, La Porte, TX	77571 281-799-4141	
Bay Forest Golf Course General Manager				

Company Name	Contact	Address	Telephone	E-mail
Alex Osmond			281-744-5143	
Bay Forest Golf Course / Previous General Manager				

Company Name	Contact	Address	Telephone	E-mail
Bob Mooney			832-661-9796	
Bay Forest Grill - Previous Owner				

Company Name	Contact	Address	Telephone	E-mail
	Doug MARTIN	La Porte, Tx	713-875-2272	
Former owner PAUL U. LEE FUNERAL HOME				

Company Name	Contact	Address	Telephone	E-mail

Company Name	Contact	Address	Telephone	E-mail



Exhibit F

Operational Experience – Minimum of 3 required

Type of Operation:	Bay Forest Grill
Owner Name, Address and Contact Info: (including e-mail)	Chris Foster - 713-703-2057 foster84@att.net
Description of the services provided Including number of employees, hours of operation	All Bar & Kitchen Services Seven employees & myself Open Sun - Sat, 7:00am - close
Start date and end date of relationship	10/1/2016 Start and current owner
Average number of patrons served daily	Average 150
Reason for leaving	

Type of Operation:	Quiznos Sub
Owner Name, Address and Contact Info: (including e-mail)	Chris Foster - 713-703-2057 foster84@att.net
Description of the services provided Including number of employees, hours of operation	Sandwich Shop (Lunch & Dinner) Average 8-10 employees Open Sun - Sat, 10:30am - 9:00pm
Start date and end date of relationship	2001 Start date / 2009 End date
Average number of patrons served daily	Average 150
Reason for leaving	Sold the business

Continued next page

**Operational Experience, Exhibit F Continued,**

Type of Operation:	
Owner Name, Address and Contact Info: (including e-mail)	
Description of the services provided Including number of employees, hours of operation	
Start date and end date of relationship	
Average number of patrons served daily	
Reason for leaving	

Type of Operation:	
Owner Name, Address and Contact Info: (including e-mail)	
Description of the services provided Including number of employees, hours of operation	
Start date and end date of relationship	
Average number of patrons served daily	
Reason for leaving	

Type of Operation:	
Owner Name, Address and Contact Info: (including e-mail)	
Description of the services provided Including number of employees, hours of operation	
Start date and end date of relationship	
Average number of patrons served daily	
Reason for leaving	

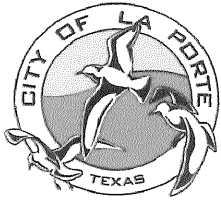


Exhibit G

Questionnaire

Answer the following questions as completely as possible. Use additional sheets, if necessary

1. How would you stimulate concession sales at Bay Forest Golf Course?

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Provide consistent, quality service and quality products

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2. How would you propose to increase "on course" sales of food and beverages?

Offer competitive pricing and products

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3. How often should the menu change?

As needed

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4. How would you market concessions to entice tournament organizers to hold their event(s) at Bay Forest?

The grill and golf course is highly regarded in the La Porte and surrounding communities as a respectable venue for hosting golf tournaments and golfers of all ages. We host numerous golf functions of all kinds and many of our clients are returning customers which is mostly through previous business relationships, social media, and our service and we would continue with that strategy

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5. What is your plan and who is responsible for cleanliness, organization and presentation of the kitchen and serving area?

All employees are responsible for the cleanliness, operations and presentations at the grill

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6. How do you manage fluctuations in sales (e.g., declining revenues due to bad weather, etc.)

Monitor inventory closely and flex staffing as needed

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**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.

*Chris Foster*

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.

*NR*

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 *Chris Foster*  
Signature of vendor doing business with the governmental entity

*8-21-24*  
Date



# LUNCH

HAM BURGER 8.00  
CHEESE BURGER  
- LETTUCE, TOMATO, PICKLES, ONION

HOTDOG 5.50  
SAUSAGE WRAP 5.15

CLUB SANDWICH 8.00  
GRILLED CHEESE 5.00  
W/ HAM

\* MAKE IT A COMBO 4.00  
W/ FRESH SMT DRINK

SPICY CHICKEN SANDWICH 7.00

STEAK FINGER BASKET w/ sauce 7.00

CHICKEN TENDERS w/ sauce 7.00

NUGGET BASKET 7.00  
W/ SAUCE

FRENCH FRIES 4.00  
ONION RINGS 6.00  
W/ SAUCE

# BREAKFAST

BAY FOREST BREAKFAST 7.00  
W/ HASH BROWNS 8.00

BLT 6.00

BREAKFAST BURRITO 6.00  
SAUCES & CHEESE

BREAKFAST SANDWICH 5.00  
W/ CHEESE & TOMATO SAUCE

# DRINKS

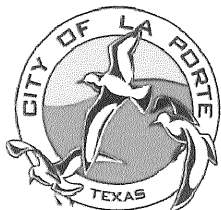
BOTTLE WATER 2.00  
GATORADE 2.00

SMALL 2.00  
LARGE 2.00  
20-BOTTLE 2.00  
CAN 2.00

COFFEE 2.00  
JUICE 2.00

DOMESTIC 3.00  
PREMIUM 4.00  
SIX PACK 18.00  
SIX PACK 21.00





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Purchasing Department

Cherell Daeumer, Purchasing Manager

Exhibit A Pricing Proposal to Request For Proposal #16505 – Golf Course Concessions

NOTE: Please itemize any other additional fees or charges. Any charges not included in this proposal will not be allowed. Attach additional sheet if necessary.

Proposed Concession Fee Payable to the City of La Porte (monthly) \$ 2,600.00

The City of La Porte is exempt from taxes. DO NOT INCLUDE TAX IN BID

The undersigned certifies to comply with all instructions to bidders, attached specifications and other documents contained in this solicitation. Failure to comply may lead to termination of contract.

It is understood and agreed that the above described item, material, equipment and/or work shall carry the standard warranty of the manufacturer and be delivered on site in accordance with the attached specifications in \_\_\_\_\_ days after receipt of order.

Company Name: Chris Foster

Authorized Signer: Chris Foster  
(Printed Name)

Telephone No: 713-703-2057

Authorized Signer: [Signature]  
(Signature)

E-mail: Foster84@Afl.net