



**STANLEY GOLF COURSE RESTAURANT OPERATIONS
REQUEST FOR PROPOSALS**

RFP #3890

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The City of New Britain Parks, Recreation and Community Service Department, through the City's Purchasing Agent, is inviting sealed proposals for the operation of the restaurant, snack bar, and mobile food concessions at Stanley Municipal Golf Course. The term of the lease at Stanley Golf Course is the five-year period beginning January 1, 2017 and ending December 31, 2021 with an option to renew up to an additional five years upon mutual agreement of the City OF New Britain called the LESSOR and LESSEE with financial terms subject to negotiation for the option years. Payment to the City shall be made monthly.

Proposals will be received until **11:00 a.m. September 27, 2016** in the office of the Purchasing Agent Room 401, City Hall, 27 West Main Street, New Britain, CT 06051. To be considered, sealed proposals must be submitted in triplicate; the envelope should be clearly marked on the outside "Proposal for Golf Course Restaurant/Concessions, RFP No. 3890, Due September 27, 2016 11:00 a.m." The City of New Britain reserves the right to reject any or all proposals submitted, as may be in the City's best interest. Submitted proposals will be evaluated by the New Britain Parks, Recreation and Community Service Department's Director and the Purchasing Agent.

During the evaluation process, the City of New Britain reserves the right, where it may serve the City's best interest, to request additional information or clarifications from the proposer. At the discretion of the City of New Britain, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. **The City of New Britain will evaluate the highest responsible bidder.**

A pre-RFP walk-through will be held August 24, 2016 at 8:30AM. Prospective. proposers are to meet at the Golf Course restaurant located at 245 Hartford Road, New Britain, CT. **No other requests for site visits will be granted**

The City of New Britain reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of New Britain and the firm selected.

Questions regarding this request for proposal should be directed to:

Erik Barbieri
Director of Parks, Recreation and Community Services
City of New Britain
27 West Main St.
New Britain, CT 06051
(860) 826-3453
Erik.Barbieri@newbritainct.gov

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Questions regarding the bid/purchasing/contract process should be directed to:

Jack Pieper
Purchasing Agent
City of New Britain
27 West Main Street
New Britain, CT 06051
(860) 826-3402
jpieper@newbritainct.gov

Any and all questions are to be submitted in writing 14 days prior to bid opening.

ADDENDA TO REQUEST FOR PROPOSALS

If any addenda are issued on this request for proposals, a good faith attempt will be made to forward a copy to each of those firms who, according to the records of the Purchasing Department, have previously received a copy of this request. However, it shall be the sole responsibility of those offering proposals to contact the Office of the Purchasing Agent prior to submitting their proposals to determine whether any addenda have been issued. Any addenda issued are to be acknowledged in proposal of prospective lessee.

SELECTION CRITERIA

- * Amount bid as monthly rent
- * Financial capability
- * Food service management experience
- * Credit references
- * Personal references
- * Variety of services offered
- * Demonstrated ability to offer the public a high level of service
- * Capitol improvements
- * Added value
- * Plans for Snack Bar Service/Hours/Food and Beverage Cart

INSURANCE REQUIREMENTS AND INDEMNIFICATION

Proposers' attention is directed to the insurance requirements that follow. It is highly recommended that proposers confer with their respective insurance carriers/agents/brokers to determine in advance of proposal submission the availability of insurance coverages, endorsements and certificates as prescribed and provided herein. If an apparent successful proposer fails to comply strictly with the insurance requirements, that proposer may be disqualified from award of the contract.

The Lessee shall agree to maintain in force at all times during the lease period the following coverages placed with company (ies) licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide:

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The Vendor shall agree to maintain in force at all times during which services are to be performed professional liability and Liquor liability insurance coverage with limits of no less than \$1,000,000. If such coverage is on a claims-made basis, the Vendor must agree to maintain, either through a claims-made contract or the use of an extended discovery provision, coverage for three years after the conclusion of all services performed under the CONTRACT or CONTRACT SPECIFICATIONS.

		<u>Minimum Limits</u>
General Liability*	Each Occurrence	\$2,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$1,000,000
Auto Liability*	Combined Single Limit	
	Each Accident	\$1,000,000
Umbrella* (Excess Liability)	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Professional Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Liquor Liability	DRAM	\$1,000,000

*"The City of New Britain, Stanley Golf Course, and Consolidated School District" shall be named as "Additional Insured" on all insurance policies, except Workers Compensation and to provide a Waiver of Subrogation on all policies. Original, completed certificate of insurance must be presented to the Purchasing Agent. The Vendor shall agree to maintain in force all required insurance coverages at all times during which services are to be performed.

The Lessee shall also carry fire insurance and extended coverage, including coverage for vandalism, and malicious mischief, in the amount of at least \$50,000.00 for the contents of the Leased Premises with a deductible amount not to exceed \$1,000.00. In addition, Lessee agrees to insure and keep insured all outside plate glass in the Leased Premises.

Original, completed certificates of insurance must be presented to the Purchasing Agent prior to contract issuance. Lessee agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy. Should any of the above-described policies be cancelled before the expiration date, written notice must be made to the City 30 days prior to cancellation.

HOLD HARMLESS AGREEMENT:--The Vendor, its agents and assigns shall indemnify and hold harmless the CITY OF NEW BRITAIN, including but not limited to, its elected officials, its officers, and agents, ("the CITY") from any and all claims made against the CITY, including but not limited to, damages, awards, costs and reasonable attorney's fees, to the extent any such claim directly and proximately results from the wrongful willful or negligent performance of

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services by the Vendor during the Vendor's performance of this CONTRACT or any other agreements of the Vendor entered into by reason thereof. The CITY agrees to give the Vendor prompt notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

PERTINENT CONDITIONS OF THE LEASE

1. Monthly rent shall be a fixed fee. Payment of all rent and utilities as defined in Section 11 to be billed by City of New Britain shall be made payable to City of New Britain, c/o New Britain Parks and Recreation, 27 West Main St., New Britain, CT 06051.
2. The Lessee must purchase a maintenance agreement for all City cooking and refrigeration equipment that is intended for use by the Lessee. The Lessee may propose an alternative equipment maintenance plan, which, if acceptable to the City of New Britain, may be substituted for such equipment maintenance agreement. (An inventory of equipment available is attached).
3. The Lessee shall supply all equipment and furnishings at its own expense, except for the equipment that is listed below. If the Lessee desired to substitute its equipment for existing City owned equipment, the City and Lessee shall negotiate terms and conditions relative to the substitution of the costs relative to the removal, storage, and reinstallation of existing equipment including any cost of renovation to the leased premises. Equipment to be provided by the Lessee shall include, but not be limited to, sound system, televisions, draft system, bar stools/chairs/booths, and computer/register system. **The golf course currently uses Golf Trac as their P.O.S., the selected vendor could at their discretion utilize this software for their P.O.S. But will be required to use Golf Trac's Facility Reservation to communicate with Pro shop staff room availability for prospective tournaments.**
4. Four parking spaces shall be designated for restaurant personnel at the rear of the Clubhouse building.
5. All restaurant deliveries must be made to the specific area designated at the rear of the building. **NO** motor vehicles will be permitted in front of the Clubhouse and main restaurant entrance.
7. Snacks and beverages of a reasonable variety shall be available at all hours during which the Golf Course is open for play. The restaurant may be open for business during all hours throughout the calendar year as are normal and lawful for restaurants in Hartford County.

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- 8. The City of New Britain covenants at its sole cost and expense to make all necessary repairs, replacements and restorations to the exterior structural portion of the leased premises, which includes the roof, and all the exterior permanent structures on, or attached to the leased premises for the entire term of the lease.

- 9. The Lessee shall keep and maintain in good condition ALL of the EQUIPMENT and the leased PREMISES and shall pay for all repairs, maintenance and upkeep for the following: Cleaning and operation of all equipment, fixtures, and interior of the restaurant, and snack bar, but not limited to, such items as grease traps, kitchen range hood, ducts and fans, all ceiling and air vents, window washing (interior and exterior), clean-up of any sand build-up and debris from front entrance to building, floors, carpeting, toilets, sinks, heating zone valves, exhaust fans, emergency service repairs and yearly maintenance of air-conditioning units, all light bulb replacements, light ballasts, circuit breakers and other minor electrical problems, security alarm system and fire protection warning service for clubhouse and snack bar, fire extinguisher service, carpet repairs, cleaning and replacement, furniture repairs and replacement, awning repairs and replacement, equipment repairs and replacement, monthly extermination. **Structural repairs of the premises will be the responsibility of the City of New Britain as well as the replacement of the Heating and Air Conditioning Units if needed.**

After reviewing the facility, please list the capital improvements are you willing to provide at your expense:

	Description	Cost
Year 1	_____	_____
	_____	_____
Year 2	_____	_____
	_____	_____
Year 3	_____	_____
	_____	_____
Year 4	_____	_____
	_____	_____
Year 5	_____	_____
	_____	_____

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10. The Lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment necessary to maintain the leased premises in a clean, orderly and inviting condition reasonably satisfactory to the Director of Parks and Recreation. It is understood and agreed by the parties, that the Director of Parks and Recreation or his designee may, at his discretion, conduct periodic inspections of said premises and shall furnish in writing to the Lessee, a list of discrepancies, if any, discovered during said inspections and which discrepancies the Lessee agrees to correct in an expeditious manner. The Lessee further agrees that it shall not permit garbage and other refuse to accumulate or to gather in or about the clubhouse or snack bar except in suitable covered garbage receptacles. The Lessee shall be responsible for keeping said receptacles clean at all times. The Leased premises to include, but not limited to, the snack bar, picnic area, and its immediate surrounds. Lessee is responsible to pay for garbage removal and dumpster rental.
11. The Lessee shall be responsible for paying directly to utility companies all electric, telephone and propane bills (restaurant cooking propane and snack bar). The Lessee will not allow utility payments to become more than one (1) month in arrears.
12. In the event the Lessee is unable to obtain a State of Connecticut Liquor License on or before **January 1, 2017**, and maintain the State of Connecticut Liquor License through the length of the lease contract the City of New Britain reserves the right to terminate the agreement with the Lessee. In such event, the Lessee shall forfeit the cash bond and shall be liable for all rent including heating and water pro- rated to the date of termination.
13. Neither the Lessee nor its successors or assigns shall assign the lease or sublet the leased premises in whole or in part, nor shall the lease be assigned or transferred by operation of law, without the prior consent in writing of the City of New Britain.
14. **The Lessee shall deposit a cash bond equivalent to four months rent at the signing of the lease that shall be held by the City Treasurer as security for the full and faithful performance of the lease.**
15. Lessee agrees to pay the sum of One Hundred Dollars (\$100.00) per day as liquidated damages to City of New Britain for the Lessee's failure to make snacks or beverages available during the designated hours of the golfing season as set forth in paragraph 7 of this RFP (except those days the Course is closed for any reasons including inclement weather). The City of New Britain is authorized to assume operation of the snack bar immediately upon the failure of Lessee to make snacks or beverages available.
16. The Lessor can distribute and/or sell food and beverages on five selected days on the Golf Course with the approval of the Parks and Recreation Commission, or their designated representative, but only at locations approved by the City of New Britain.

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17. The City of New Britain will not accept a proposal from any individual, corporation, partnership or other entity who is in default on the payment of taxes, licenses or other monies owed the City, in accordance with City of New Britain Code of Ordinances Section 2-575.
18. Lessee shall not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, religion, disability or national origin in any manner prohibited by law.
19. Lessee shall secure, at its own expense, and display properly all required permits and licenses.
20. Lessee, or any employee engaged in the preparation or serving of food, shall comply with federal, state and local health codes.

MOBILE FOOD CART

Lessee agrees to pay the sum of One Hundred Dollars (\$100.00) per day as liquidated damages to City of New Britain for Lessee's failure to make the beverage cart available during the designated hours of the golfing season. **Minimum Core Hours** of the beverage cart will be Weekdays, 11AM to 6PM, Weekends and Holidays 9AM to 6PM plus all hours of tournament/outing play. The Lessee must obtain a mobile food cart. It must be insured by the Lessee for physical damage and liability coverages. It must be in operation seven (7) days per week on a regular basis when the golf course is open, as indicated by the City of New Britain. The City of New Britain has purchased ninety (90) new 2016 Precedent i2 Electric Excell drive system golf carts.

GPS FOOD ORDERS

The City of New Britain currently provides a G.P.S. on golf carts that has the ability to place food orders to the snack bar, golfers are able to summon the beverage cart and can be used for advertising for food and beverages. The Lessee agrees to work with this system.

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FINANCIAL

The Lessee shall provide an annual financial statement prepared by a Certified Public Accountant covering both the restaurant, snack bar and all related operations. The Lessee shall provide, as a schedule to the income statement, an aged accounts payable report (indicating the amount due creditors on a thirty, sixty, and ninety day and over basis), covering the same period. On or before June 15 of each year, Lessee shall provide to the City of New Britain a twelve-month year-end reviewed financial statement prepared by a Certified Public Accountant and a copy of its Federal tax return, covering the restaurant, grill room, snack bar and related operations for the previous year. Failure to provide this tax information will result in a \$500.00 per month penalty until the financial statement is filed. In addition to the above, Lessee shall provide to the City of New Britain with a copy of its monthly sales tax forms within fourteen days after the filing date. All financial reports, including stock inventory, shall be open for inspection by the City of New Britain upon reasonable notice. In addition, the City of New Britain, at its own expense, shall have the right no more than one time per year to audit the books and records of Lessee with reference to the restaurant business conducted at the premises.

PERSONNEL TRAINING

A comprehensive training program in food service and mobile cart operation must be submitted the Parks and Recreation Director or his designee. The report should indicate when the training took place and who participated in it. An outline of the training program should be presented to the director in advance for approval.

GOLF COURSE INFORMATION

- The golf course is a 27-hole course with a driving range, pro shop, 90 golf carts and restaurant.
- The golf course is open from March through December, weather permitting, but the restaurant is a year round business
- No golf course restaurant/concession sales history is available
- Dining room has seating capacity of approximately 100 (leaving the dance floor) grill room capacity is approximately 50 and the porch capacity is approximately 60
- The only equipment to be provided by the City of New Britain is listed in this RFP. The equipment will not be replaced by the City of New Britain. Dinnerware, tables and chairs, window and door treatments and any other required equipment to be provided by the Lessee.
- The walk in freezer located adjacent to the employee parking is not owned by the City of New Britain
- Lessee will not be operating a business independent of other golf course functions, and full cooperation with Parks and Golf Course administration, golf shop and maintenance is expected.
- The golf course playing transactions for the past three years averaged over 50,000. The number of transactions in 2015 were slightly lower due to only 18 holes open.

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- Restaurant payments for propane and water are approximately \$500.00 monthly.

CONTENTS OF PROPOSAL

As a minimum, proposals shall contain the following:

- A) Name, address, and telephone number of all persons that will have financial interest in the Restaurant/Snack Bar Lease.
- B) Official name and address, if a corporation is involved, that includes the name and address of all corporate officials, including financial backers. Indicate business structure (corporation, sole proprietorship, etc.).
- C) Signature of person authorized to submit proposal.
- D) Evidence that the proposer has the financial capability to set up and operate the proposed restaurant and snack bar.

Note regarding Financial Statement:

The proposers' financial information will be maintained in confidence pursuant to C.G.S. provision Section 1-19(b)(5), provided that:

1. Proposer clearly indicates in writing a request that the financial information be maintained in confidence by the City of New Britain; and,
 2. Submission of financial information is made in a separate, sealed envelope clearly marked "Financial Information - to be maintained in confidence".
- E) A summary, including dates and locations, of appropriate past/current food service management experience. Identify any personnel who will have a supervisory/managerial role, their backgrounds and experience and levels of responsibility. Provide resumes of key personnel.
 - F) Five (5) credit references. (Name, address, telephone number, contact person).
 - G) Five (5) personal references. (Name, address, telephone number, relationship).
 - H) Amount offered as a monthly rental fee exclusive of cost of heating the leased premises.
 - I) Management plan: Describe your management system. Provide sample menus, including pricing and type of grill items which will be offered. Describe typical wait staff uniforms.

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EQUIPMENT INVENTORY

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<u>YR. OF PURCHASE</u>	<u>EQUIPMENT DESCRIPTION</u>
92	Bally Walk In Refrigerator
92	Beverage Air Freezer 2 Door (missing handle)
92	1 Pitco Fryalator
78	Hood
92	Fire Protection System
78	Work Table, Wegco, #WWT-6X-4830
78	Utility Stand, Star #SS-36-D
78	Prep Table, Wegco #WWT-6 9630
78	Hand Sink, Wegco, #HD-1-F
78	Pass Shelf
78	Heat Lamp, Hatco, #GRAH 72
78	Waitress Counter, #WTSE-6 15080 Type B
78	Utility Stand, Wegco #WTSE-6
15	Dishwasher, Jackson TempStar #208-203460
78	Bar and Back Bar (back bar rebuilt 5 years ago)
78	Ice Chest, Perlick #TS-24CHPT
78	Filler Section, Perlick #7055-13

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<u>YR. OF PURCHASE</u>	<u>EQUIPMENT DESCRIPTION</u>
78	Glass Drainer, Perlick #TS-24
78	Shelving, Market Forge, Markalloy

DESCRIPTION OF LEASED PREMISES

*	Kitchen and adjoining storage	approx. 959 sq. ft.
*	Grill Room	" 666 " "
*	Dining Room	" 1,731 " "
*	Rear Porch	" 322 " "
*	Front Porch	" 1,047 " "
*	Deck Area	" 784 " "
*	Office adjacent to rear porch	" 161 " "
*	Snack Bar	" 357 " "
*	Rest Rooms Off Lounge	" 696 " "
*	Basement Storage	" 450 " "
	TOTAL SQUARE FOOTAGE	6,389



City of New Britain
New Britain, Connecticut 06051

*"New Britain:
A City for
All People"*

27 WEST MAIN ST., NEW BRITAIN, CT 06051

PHONE: (860) 826-3434

FAX: (860) 612-4204

E-MAIL: jpieper@ch.ci.new-britain.ct.us

Date: _____, 2016

Subject: RFP Restaurant Operations at the Stanley Golf Course, RFP 3890

To Whom It May Concern:

Specifications for subject bid solicitation are enclosed for your review and response.

If you do not submit a bid, we request that you complete the bottom portion of this letter and return to the writer's attention. This shall assist the City of New Britain in maintaining accurate bidders' lists.

Your cooperation is greatly appreciated.

Very truly yours,

Jack Pieper
Purchasing Agent

Company Name: _____

Address: _____

We are not responding to subject bid solicitation for the following reason:

- Our company does not sell the requested product.
- Our company does not provide the requested service.
- Our schedule will not allow us to provide the requested service at this time.
- Other (please explain): _____