

SHORT BEACH GOLF COURSE CLUBHOUSE FOOD AND LIQUOR CONCESSION

Request for Proposal RFP 2015-038

The Town of Stratford, Connecticut

1.1 GENERAL INFORMATION

FOR: GOLF CLUBHOUSE FOOD AND LIQUOR CONCESSION to be located in what is currently the Short Beach Golf Course Clubhouse and Recreation Offices, Short Beach Golf Course, 1 Dorne Drive, Stratford CT.

BY: Town of Stratford
Stratford, Connecticut 06615

CONTACT: Michael Bonnar
Purchasing Agent
2725 Main Street
Stratford, CT 06615

DEADLINE: 3:00pm August 4th, 2015

Only qualified, professional restaurateurs with an established record will be considered.

Sealed proposals will be received by the Purchasing Agent named above:

This RFP is to provide labor, materials, equipment and all else necessary to operate a food and liquor concession at the Clubhouse at Short beach Golf Course ("SBGC") (the Town shall design and construct the concession space prior to the term of the Lease); Term: One (1) year with two (2) one (1) year options which option(s) shall be exercised by mutual agreement of the parties.

1. Bidders are to complete all requested data and must return the cover page and the Proposal page with their Proposal.
2. No RFP shall be accepted from, or contracts awarded to, any person/company who is in the arrears to the Town of Stratford upon debt, or contracts or who has been within the prior five (5) years, a defaulter as surety or otherwise upon obligations to the Town of Stratford.

OVERVIEW:

The Town of Stratford intends to award the operation of a food and full liquor permit Concession, located within the Clubhouse at Short Beach Golf Course, Stratford, CT.

The purpose of the Concession is to provide the golfing community and general public with services required (and as the Town deems necessary) for the enjoyment of the golf course patrons. The operation of the concession must conform to the rules and regulations of the Town and the Concessionaire shall be expected to comply with these rules, including all applicable State and Federal Statutes.

The Short Beach Commission (SBC) is the governing body for Short Beach Golf Course (SBGC). In addition to the 9 hole golf course, there is a clubhouse which is a seasonal facility consisting of a pro-shop operated by the manager of SBGC and a restaurant to be operated by the Concessionaire. The SBC and its designee will be responsible for the administration of the Concession contract. Title to the SBGC complex and all equipment owned by the Town shall remain with the Town.

The Concessionaire will be responsible for maintaining the Town's equipment in the best condition possible and to operate and maintain same according to the manufacturer's specifications. All equipment is listed in the attached Schedule of Town Supplied Equipment "Schedule A" attached hereto and made a part hereof.

The Concessionaire shall be expected to repair and/or replace any equipment and furnishings used by the Concessionaire, if in the opinion of the Town that such repair and replacement will better serve the golfing community and general public, and/or will improve the appearance of the Clubhouse area.

The Town will enter into an Agreement with the successful Concessionaire in a form substantially similar to the proposed contract attached as Exhibit A.

In reviewing submitted RFP's, consideration shall be applied to;

- The rate of return realized by the Town over the duration of the contract.
- The financial strength of the successful Concessionaire (Contractor).
- The demonstrated ability of the Concessionaire (Contractor) to manage the operation of a food and full liquor permit concession, in a safe and competent manner.
- The demonstrated ability to offer the golfing community and general public a warm and inviting atmosphere, quality offerings and product along with a high level of service.
- The demonstrated experience and ability of contractor to operate similar establishments

- The demonstrated experience and ability of contractor in connection with the observation of and compliance with health and safety regulations and laws pertaining to the serving of alcohol.
- The desirability of the offerings proposed by Contractor; and
- The Town's prior experience, if any, with Contractor and the quality of the Contractor's past work.

PRE-BID MEETING

A non-mandatory pre-bid meeting has been scheduled at the concession facility located on the Short Beach Golf Course, 1 Dorne Drive **on July 21, 2015 at 10:00am.**

- The Town of Stratford strongly advises prospective bidders to inspect the concession facility.
- No special arrangements or private tours shall be accommodated by the Town outside of the scheduled time and date.
- All questions raised at the pre-bid meeting will be addressed by the Town via posted addenda
- It is each bidder's sole responsibility to monitor the Town website for all posted Addenda.

TERMS AND CONTRACT

Term for Proposal A: One (1) year with two (2) one (1) year options which option(s) shall be exercised by mutual agreement of the parties

The agreement shall embody the Terms and Conditions of RFP #2015-038 including the proposal.

The Concessionaire will not assign the resulting Agreement or sublet any portion of the premises or building without first obtaining the written consent of the Town.

If the Concessionaire fails to operate the concession for two (2) successive days during the golf season without approval from the Director of Public Works, or is adjudicated bankrupt, or has admitted insolvency in writing or a receiver or other officer of any court is appointed to take charge of the property or affairs of the Concessionaire, or if any assignment is made by the Concessionaire for the benefit of creditors, the Town shall have the right to immediately terminate the Agreement by giving written notice of termination to the Concessionaire.

No waiver by the Town or any default by the Concessionaire shall be deemed to operate as a waiver of any subsequent default.

The Town shall be under no obligation to restore the building in the event of damage or destruction by fire or other casualty and shall have no liability to Concessionaire for loss of food, supplies, equipment, property, revenue, expenses incurred or maintained or any other loss of any nature whatsoever. As long as the premises are not usable by the Concessionaire, the rental fees shall be abated on a prorated basis. In the case of such a loss, upon written approval by the Director of Public Works, the Concessionaire may work from a temporary facility and the monthly fees shall be adjusted as agreed upon by the parties in writing.

This Agreement may be terminated by either party at any time for any reason or no reason whatsoever.

SECURITY DEPOSIT/PERFORMANCE BOND

To ensure the faithful performance of the Agreement between the Concessionaire and the Town, the Town will accept one (1) (or a combination) of the following surety arrangements, which shall in total equal twenty-five (25%) percent of the annual fee, (1) an irrevocable annual bank letter of credit; or (2) cash for subsequent deposit (escrow) in the Short Beach Commission’s non-interest bearing Reserve Account; or (3) other acceptable surety arrangements agreed upon between the Town and the Concessionaire. The financial security proposed by the Concessionaire must be approved prior to signing the Agreement and the actual surety documents must be deposited with the Town of Stratford when the Agreement is signed. The security deposit will serve to guarantee the performance of the contract and also to satisfy any damage to the premises or to equipment owned by the Town of Stratford.

PAYMENT SCHEDULE

During the term of the Agreement, the Concessionaire will be required to pay each annual fee in installments per the schedule below. Payments shall be made to the Town of Stratford. There shall be a one and a half percent (1 ½%) interest charge applied each month for which payments are in arrears.

<u>Payment Due Date</u>	<u>Date From and Including</u>	<u>Date To and Including</u>	<u>Payment Amount</u>
January 1st	January 1st	March 31st	10%
March 27th	April 1st	April 30th	5%
April 27th	May 1st	May 31 st	10%
May 27th	June 1st	June 30th	10%
June 27th	July 1st	July 31st	15%
July 27th	August 1st	August 31st	15%
August 27th	September 1st	September 30th	15%

September 27 th	October 1st	October 31st	15%
October 27th	November 1st	December 31st	5%

INSURANCE

The Concessionaire must maintain insurance during the term of the contract that provides protection against bodily injury, property damage, product liability, general commercial liability, hazard liability and must include protection against Liquor Legal Liability, in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate to include statutory Dram Shop Liability, and, in addition, Fire Legal Liability in the amount of three hundred thousand dollars (\$300,000.00). The concessionaire shall also maintain coverage for Worker’s Compensation and for the personal property of the Concessionaire. In addition to the foregoing, the concessionaire shall provide an additional umbrella policy in the amount of three million dollars (\$3,000,000.00).

All such insurance shall; (1) be issued by a company that is licensed to do business in the State of Connecticut, that has been approved by the Town Risk Management Department and that has a rating equal to or exceeding A:XI from Best’s Insurance Guide; (2) name the Town as additional insured on policies other than Worker’s Compensation; (3) provide that the insurer thereunder waives all right of recovery by way of subrogation against the Town, its employees, and representatives in connection with any loss or damage covered by such policy; (4) be acceptable in form and content to the Town; (5) be primary and non-contributory; and (6) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or change in coverage without the insurer first giving the Town thirty days prior written notice (by certified mail, return receipt requested) of such proposed action. No policy (other than for Concessionaire’s own property) shall contain any deductible provision except as otherwise approved in writing by the town which approval shall not be unreasonably withheld. The Town reserves the right from time-to-time to require the Concessionaire to obtain a higher amount of insurance. The Concessionaire shall deliver a certificate of all such insurance and receipts evidencing payment (and, upon request, copies of all required insurance policies, including endorsements and declarations) to the Town on or before the commencement date and annually thereafter on the anniversary of the commencement date.

LIMITATION/TOWN LIABILITY

The Town of Stratford, its employees, officials, representatives and agents shall not be liable to the Concessionaire, any Invitee or any other person(s) or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for interruption of or loss to business) based on or arising out of any cause whatsoever, including the following; a) claims arising out of any agreement between the Concessionaire and the Town relating to the

SBGC Clubhouse, b) negligence, recklessness or intentional conduct alleged in connection with the condition of the property utilized by Concessionaire, including but not limited too, the condition of party areas property and adjoining areas, internal facilities, external doors, windows and signs by acts or omissions of Concessionaire and/or its agents, servants, assigns, employees and representatives; c) repair to any portion of the SBGC Clubhouse or the surrounding areas, d) interruption in the use of the SBGC Clubhouse or any equipment therein; e) any accident or damage resulting from any use or operation (by the Town, Concessionaire or any other person(s) or entity) of heating, cooling, electrical, sewerage or plumbing equipment or apparatus; f) termination of this Agreement by reason of damage to the SBGC Clubhouse or the surrounding area; g) any fire, robbery, theft, vandalism, mysterious disappearance, or any other casualties; h) actions of any other person or entity; i) failure or inability to furnish any service specified in this Agreement; and j) leakage in any part of the SBGC Clubhouse from water, rain, ice or snow that may leak into, or flow from , any part of the SBGC Clubhouse, or from drains, pipes or plumbing fixtures in the SBGC Clubhouse. All risk of loss by fire or other casualty to the Concessionaire's equipment shall be borne by the Concessionaire and the Town shall have no liability for such loss. In case of such loss, the Concessionaire, upon written approval from the Director of Public Works may work from a temporary facility and the monthly fees shall be adjusted as agreed upon by parties in writing.

Any property placed by the Concessionaire or any Invitee in or about the SBGC Clubhouse shall be at the sole risk of the Concessionaire, and the Town of Stratford shall not in any manner be held responsible for such property. Any person receiving any article delivered for the Concessionaire shall be acting as the Concessionaire's Agent for such purpose and not as the Town's agent. The Concessionaire shall not have the right to set off or deduct any amount allegedly owed to the Concessionaire pursuant to any claim against the Town from any rent or other sum payable to the Town.

HOLD HARMLESS CLAUSE

The Concessionaire shall reimburse the Town, its employees and agents for any loss or expense (as Additional Rent), and shall indemnify, defend and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including Professional Fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part; (a) Concessionaire's use and/or occupancy of the SBGC Clubhouse or the business conducted therein; (b) any act or omission of Concessionaire and/or its agents, servants, employees, representatives or Invitees; (c) any breach of the Concessionaire's obligations under this agreement, including failure to comply with laws or to surrender the SBGC Clubhouse upon the expiration or earlier termination of the Contract; or (d) any entry by the Concessionaire or any Invitee upon the SBGC Clubhouse prior to the commencement date.

FACILITIES AND SERVICE

The Concessionaire will be required to provide the golfing community and the general public with a food and full liquor permit concession. All permits and licenses shall be obtained and maintained by the Concessionaire at the Concessionaire's cost. Concessionaire may not engage in any other business on premises without written approval from the Town.

The Concessionaire's rights under any award or grant from the Town shall not be assigned, sold or subcontracted without the prior written approval of the Town, which approval by the Town may delay, condition or withhold for any reason or no reason whatsoever. In addition, the Concessionaire or designated full-time manager must be on the premises occupied by the Concessionaire at all times that the Concession is open.

The Concessionaire shall pay all license fees, taxes and special assessments applicable to or resulting from the operation of the premises used by the Concessionaire.

The Concessionaire must maintain a clean and safe work environment. This includes the areas encompassed by the Concession, such as: the patio, the surrounding sidewalks, party areas, internal facilities, external doors, windows and signs, driveway used for deliveries and the enclosed trash area located in the parking lot. The Concessionaire shall be responsible for keeping the premises clean and free from refuse and rubbish; the Town shall be responsible for disposal and related costs of trash under separate contract.

The Concessionaire shall be responsible for immediately taking steps to remedy any pest control issue that is brought to its attention and that results, in the Town's sole discretion, from the activities of the Concession.

It should be noted that the SBGC Clubhouse, a Town owned building, falls under Sec. 19a-342 of the Connecticut General Statutes and, therefore is a designated "no smoking" area. The Concessionaire is required to enforce this statute. Failure to do so may result in a fine and/or Termination of this Agreement. Prospective bidders are encouraged to research the effect of this designation on their operations and on the use of the concession space for particular functions. Should the Town expand the "no smoking" prohibition to areas near or adjacent to the SBGC Clubhouse, Concessionaire will be responsible for enforcing said ban.

The Concessionaire, his/her agents and employees must adhere to Town, State of Connecticut and Federal laws, ordinances, rules and regulations, insofar as the same may affect the Concessionaire's use of the premises and its adjoining golf facilities. Cleaning up after private parties must be done as soon as practical after the event and must not interfere with the normal use and enjoyment of the facilities.

The Concessionaire must keep the quality of service at a high level in accordance with similar golf course food and liquor facilities. If the Town, in its sole discretion, deems such services to be insufficient, it may notify the Concessionaire in writing, describing the deficiency requesting that it be corrected.

The Town may terminate the Agreement if at any time should it determine in its sole and absolute discretion that the quality of service and/or food and beverages are insufficient or for any other reason enumerated in this document.

The Concessionaire shall operate the Concession every day during the golf season; the “golf season” typically commences during the last week in March and concludes the second week in December – weather permitting. The Concession is to be open during those hours when the golf course is open and for such additional hours as the Short Beach Commission may approve. The Concessionaire may open at his/her discretion during the off-season with prior permission from the Town.

The daily hours of operation shall be posted at all times within the Concession facility. The Concession shall open for business a minimum of one (1) hour prior to the first scheduled tee time and shall not close prior to one (1) hour after dusk/sundown. The Concession shall be permitted to remain closed or close prior to dusk/sundown if the golf course is closed due to weather conditions.

The Concessionaire may conduct a catering business, so long as such business does not interfere with the use of the facilities by the golfing community and the general public. All events held during peak times (6:00 am – 6:00 pm) must be submitted in writing for approval to the Director of Public Works. Concessionaire shall not locate any vending machines, deliveries or office equipment within the dining area.

The Town will provide all utilities. The Concessionaire shall be required to provide ice at no additional charge to the golf course operations and water stations.

An authorized representative of the Town shall be permitted to inspect the Concession premises upon reasonable notice during business hours. The Concessionaire shall be responsible for the decorum of his/her staff. Failure to maintain appropriate decorum will be considered a material breach of the Contract.

The Town reserves the right to use the parking area and the Concession’s facilities for special events held at Short Beach, i.e. the Fourth of July, to accommodate town patrons and their guests. The Town shall notify the Concessionaire in advance of such occasions.

PROPOSAL AND FINANCIAL DETAILS

The Proposal shall be completed by each prospective bidder in such detail as to facilitate a complete and comprehensive analysis. The proposal should describe all services offered and all charges (i.e. proposed menu and liquor list), and should include any additional data pertinent to the evaluation of his/her offer.

The proposal must also include last audit and two (2) business references. If the applicant/bidder is or proposes to be a newly formed entity, a financial statement shall accompany the Proposal showing the amount of capital pledged or paid in by the principals, together with personal financial records of the individuals.

NOTE: All financial details are to be provided in a sealed separate envelope, within the sealed bid package and clearly titled "Financial Details". The Town intends to keep submitted financial details confidential to the extent permissible under law. The Purchasing Agent shall conduct a survey of each applicant's financial background and operating experience to determine the applicant's ability to make the required investment and their competence to operate the Concession.

The Proposal should also include evidence of experience and business, and personal references. (If the Concessionaire does not intend to personally supervise operations at the Concession, he/she must include the names, resume and references of all designated employees).

The Proposal should also include the applicant's financial ability to meet the financial requirements of the operation, together with details of any proposed financing arrangements, proposed budget and cash flows. Projected cash flow and budgets must be shown on a statement covering the period of the proposal.

The Proposal must also include the seasonal fees to be paid to the Town, per the payment schedule specified. Note that the Town is requiring a guaranteed fee, not a percentage of profits.

The Concessionaire agrees to keep adequate accounting records of all operations according to generally accepted accounting procedures. The Concessionaire shall permit an inspection of books and records by the Town as often as such inspection is deemed necessary.

2.1 REQUIRED CONTENTS OF PROPOSAL

Each respondent must provide, at a minimum, the following information, in addition to the information described in Section 4.0 of this Request for Proposals:

1. Name, address, email address, telephone number and fax number of the respondent;
2. Name, address, email address, phone number and fax number of representative that is authorized to act on behalf of and represent respondent;
3. Name, address, email address, phone number and fax number of a designated contact person for all notices and communications regarding the submitted proposal;
4. Statement signed by the respondent/s or authorized representative certifying that:
 - a. All of the information contained in the proposal is true and correct;
 - b. Respondent agrees to all terms and conditions, reservations and stipulations contained in this RFP document, including but not limited to those specified in Section 6.0 hereof; and
 - c. Signator is authorized to make the commitments and representations contained in the proposal on behalf of the respondent.
5. Identify the owner and operating team and describe team members' qualifications and experience, with particular attention to the experience and qualification related to the proponent's proposal for a GOLF CLUBHOUSE FOOD AND LIQUOR CONCESSION. Also include their name and contact information;
6. Provide a resume of successful operations similar to what you are proposing along with any other information deemed relevant to the committee's evaluation of how your proposal addresses this criterion. Include date of opening and, if applicable, date operation was closed for any operations examples submitted;
7. Provide a description of the proposed ownership and management/marketing structure for the proposed operation. Include information on any significant restaurant projects completed in the past ten (10) years involving such ownership and management/marketing;
8. Provide at least three references, including name, address, email address, phone number, fax number, contact person and description of relationship with proposed business;
9. Provide current financial statements for all entities and individuals comprising the proposed ownership entity (including members, if LLC, and general partners, if partnership). Respondent may identify such information as **"CONFIDENTIAL"** and the committee shall endeavor to protect any information so marked from public disclosure. **Any and all information submitted including information marked "confidential" may be subject to public disclosure;**
10. Provide a narrative summary describing why Respondent is qualified to undertake the proposed operation;

11. Provide a narrative description of the proposed operation;
12. Provide a business plan and project budget including individual line items for each major expense. The business plan should include an operating budget, market analysis and projections, management structure, and proposed financing arrangements. The budget should also include a three (3) year income and expense projection—this projection should also identify sources of working capital to cover initial operating deficits and startup costs that would cover all costs of opening the facility, addressing repairs, clean-up and any new equipment the respondent believes needed. The business plan should address daily operations, planning, security, special events, promoting, reporting and operations to achieve the greatest benefits and enhance the overall experience for the community. The business plan should also include a description of the types of workers expected to be involved in the facility’s operation and the number of each type of worker proposed to be involved;
13. Provide a detailed operating proforma for the first year, including all anticipated income and expenses for the completed project. Also, provide a statement of sources and uses of funds for financing the project;
14. Provide a copy of any financial commitment letters from any lenders and/or equity partners or contributors—if respondent identifies any funds other than respondent’s own funds as “sources” in any materials presented in response to the requirements specified in section 4.0 below, commitment letters from all such other sources are required as a part of the RFP response;
15. Provide a narrative description of how the project will be managed and by whom once completed, including marketing, leasing and/or sales, building and site maintenance, repairs, and financial management. Also include the responsible parties’ experience and qualifications for the work;
16. Provide a narrative description and annotated timetable outlining milestones for all proposed development activities, including a definitive schedule for opening the facility and a date certain when the facility will be open for business;
17. Provide a narrative describing the proposed marketing, promotion and advertising plans for the development, as applicable; and
18. Provide a detailed description of any event, fact, circumstance or agreement, upon which all or any part of the proposed development is conditioned.

IT IS REQUIRED THAT PROPOSALS FOLLOW THE ABOVE FORMAT AND INCLUDE ALL REQUESTED INFORMATION. THE PROVISION OF SUPPLEMENTAL AND ADDITIONAL INFORMATION TO ILLUSTRATE OR CLARIFY RESPONSES IS ENCOURAGED. BY SUBMITTING A PROPOSAL, RESPONDENT ACKNOWLEDGES THAT, IN THE CASE OF CONTROVERSY SURROUNDING THE DEFINITION OF PUBLIC VS. PRIVATE INFORMATION,

ANY AND ALL INFORMATION SUBMITTED BY RESPONDENT MAY BE REQUIRED TO BE DISCLOSED TO THE PUBLIC THE REVIEW COMMITTEE RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION FROM RESPONDENTS AND TO CONSIDER SUCH ADDITIONAL INFORMATION PROVIDED IN SELECTING AN OPERATOR.

Sealed proposals must be addressed as follows and delivered to the following address:

Michael Bonnar
Purchasing Agent
2725 Main Street
Stratford, CT 06615
203-385-4044
purchasing@townofstratford.com

Respondents should ask for and receive a receipt for hand-delivered sealed proposals, and respondents should maintain delivery receipts from paid delivery services. The proposal package must be clearly marked as follows: **“RESPONSE TO GOLF CLUBHOUSE FOOD AND LIQUOR CONCESSION RFP”**

Additional information and documentation may be required once a proposal is accepted. Proposals submitted by individuals with less than three (3) consecutive years’ experience successfully operating and managing a FOOD AND LIQUOR CONCESSION WILL NOT be accepted.

The Stratford Development Corporation may change, extend the dates and/or solicit more proposals if it deems necessary. If you have any questions, please contact Michael Bonnar at 203-385-4044 or via email at purchasing@townofstratford.com.

3.1 Selection Process and Criteria

Responses will be reviewed by a selection committee. The committee shall evaluate the proposals and vote to move forward with a selection. The committee shall use the following criteria in its selection process:

1. Experience and qualifications of individuals proposing to be involved in the operation of the FOOD AND LIQUOR CONCESSION ;
2. Evidence of financial strength and capacity to operate a said facility;
3. Evaluation of the proposed business plan for the operation and management of GOLF CLUBHOUSE FOOD AND LIQUOR CONCESSION ;
4. Ability and commitment to complete all necessary work to commence operations expeditiously, including sufficient staffing to open facility. This includes the ability to secure all necessary permits and licenses, including a liquor license;

5. Schedule for reopening the facility; and
6. Amount of investment in facility proposed.

The Committee may add other selection criteria during the selection process.

4.0 REQUIRED FORM OF PROPOSAL RESPONSE

All proposals shall conform to INSTRUCTIONS FOR BIDDERS TERMS AND CONDITIONS OF RFP attached as Exhibit B.

All proposals must be delivered sealed and unopened. Proposals must be stapled or bound, in booklet form, on eight and one-half inch (8 ½”) by eleven inch (11”) white paper printed on one side. [Sheets containing graphic images, if any, may fold out to eleven inches (11”) by seventeen inches (17”).] The front cover of each booklet must clearly identify the respondent and contain the name, address, and telephone number of its principal spokesperson, which may be released by the Review Committee as public information upon receipt of the proposal.

Oversized graphic materials, if any, will be accepted provided that reduced versions are included in all original proposal booklets. Each respondent must submit ten (10) complete copies of each proposal. Each respondent must include all of the information described in Section 2.0 above.

MATERIALS MAY BECOME PUBLIC INFORMATION AT THE CONCLUSION OF THE PROCESS. THE REVIEW COMMITTEE CANNOT GUARANTEE CONFIDENTIALITY OF ANY MATERIALS DURING THE EVALUATION PROCESS IN THE EVENT OF A LEGAL CHALLENGE. THUS, PROPOSALS AND COMMUNICATIONS EXCHANGED IN RESPONSE TO THIS RFP SHOULD BE ASSUMED TO BE POTENTIALLY SUBJECT TO PUBLIC DISCLOSURE. THE REVIEW COMMITTEE, ACTING IN ITS SOLE, UNRESTRICTED DISCRETION, SHALL DETERMINE THE STRINGENCY AND/OR STRIDENCY WITH WHICH IT WILL OPPOSE, IF AT ALL, LEGAL CHALLENGES TO NONDISCLOSURE OF FINANCIAL OR OTHER INFORMATION INCLUDED IN RESPONSES.

5.0 QUESTIONS REGARDING THIS RFP

Any and all questions or requests for clarification with respect to this RFP or the site must be submitted in writing or via e-mail to:

Michael Bonnar

**Purchasing Agent
2725 Main Street**

Stratford, CT 06615
203-385-4044
purchasing@townofstratford.com

The Committee shall not be obligated to respond to any question. Responses to all questions will be sent electronically to the questioner.

6.0 GENERAL CONDITIONS FOR SUBMISSION OF PROPOSAL

The Review Committee reserves the right to reject any or all proposals; to select one or more respondents; to void this RFP and the review process and/or terminate negotiations at any time; to revise any conditions and stipulations contained herein, as convenient or necessary; to further negotiate fees, rates and financial arrangements, etc; to establish further criteria for selection; to ask respondents to submit additional information or evidence of their qualifications and experience; to waive informalities in the proposals and in the proposal process; and to negotiate with successful respondents; to reject any and/or all proposals for any reason, in Committee's sole discretion.

Name/Title

Name/Title

Signature

Signature

Address

Address

City/State/Zip

City/State/Zip

Phone/Fax

Phone/Fax

E-mail

E-mail

Exhibit A

CONTRACT/FORM OF AGREEMENT

SHORT BEACH GOLF COURSE
GOLF CLUBHOUSE FOOD AND LIQUOR CONCESSION

THIS AGREEMENT, dated this _____ day of _____, is between the Town of Stratford, Connecticut (Hereinafter called the "Town" and

_____) (Hereinafter called the "Concessionaire").

WHEREAS, the Town having awarded the said concession located at Short Beach Golf Course, Stratford, Connecticut, to the Concessionaire in accordance with the Proposal submitted in response to RFP # _____.

The Town hereby assigns to the Concessionaire, the Concession area located in the Clubhouse at the aforementioned location (hereinafter called the "premises").

The Town and the Concessionaire hereby agree as follows:

1. **Term:** One (1) year with two (2) one (1) year options beginning on _____ and terminating on the 31st day of _____, 20____; (unless terminated earlier in accordance with the terms of this Agreement); Any option granted under the terms of the Agreement shall be exercised upon the mutual agreement of the Parties.

2. **Purpose:** The premises shall be used by the Concessionaire for the operation of a food and full liquor permit concession at the premises indicated. The purpose of the Concession is to provide the golfing community and the general public with services as required and as the town deems necessary. The operation of the concession must conform to the rules and regulations of the Town and the State of Connecticut; the Concessionaire shall be expected to comply with them and all other applicable Local, State and Federal Statutes.

3. **Annual Rentals and Payment Schedule:** The annual rental fees are as follows:

\$ _____	_____
	Written Amount
\$ _____	_____
	Written Amount

During the term of the Agreement, the Concessionaire will be required to pay each annual fee in installments per the schedule below. Payment shall be made to the Town of Stratford. There shall be a one and a half percent (1 ½%) interest charge applied each month for which payments are in arrears.

Payment Due Date	Date from and Including	Date to and Including	Payment Amount
January 1st	January 1st	March 31st	10%
March 27th	April 1st	April 30th	5%
April 27th	May 1st	May 31st	10%
May 27th	June 1st	June 30th	10%
June 27th	July 1st	July 31 st	15%
July 27th	August 1st	August 31st	15%
August 27th	September 1st	September 30th	15%
September 27th	October 1st	October 31st	15%
October 27th	November 1st	December 31st	5%

Payments are to be made to the Town of Stratford.

The Concessionaire agrees to keep adequate accounting records of all operations according to generally accepted accounting procedures. The Concessionaire shall permit an inspection of books and records by the Town as often as such inspection is deemed necessary.

4. **Insurance and Security Deposit:** The Concessionaire must maintain insurance during the term of the contract that provides protection against bodily injury, property damage, and product liability, general commercial liability and hazard and must include protection against Liquor Legal Liability, in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate to include statutory Dram Shop Liability, and, in addition, Fire Legal Liability in the amount of three hundred thousand dollars (\$300,000.00). The concessionaire shall also maintain coverage for Worker’s Compensation and for the personal property of the Concessionaire.

In addition to the foregoing, the concessionaire shall provide an additional umbrella policy in the amount of three million dollars (\$3,000,000.00).

All such insurance shall: (1) be issued by a company that is licensed to do business in Connecticut, that has been approved by the Town Risk Management Department and that has a rating equal to or exceeding A:XI from Best’s Insurance Guide; (2) name the Town as additional insured on policies other than Worker’s Compensation; (3) provide that the insurer thereunder waives all right of recovery by way of subrogation against the Town, its employees, and representatives in connection with any loss or damage covered by such policy; (4) be acceptable in form and content to the Town; (5) be primary and non-contributory; and (6) contain an endorsement prohibiting cancellation, failure to renew, reduction of amount of insurance or

change in coverage without the insurer first giving the Town thirty (30) days prior written notice by (certified mail, return receipt requested) of such proposed action. No policy (other than for Concessionaire's own property) shall contain any deductible provision except as otherwise approved in writing by the Town and/or Golf Commission, which approval shall not be unreasonably withheld. The Town reserves the right from time to time to require the Concessionaire to obtain a higher minimum amount of insurance. The Concessionaire shall deliver a certificate of all such insurance and receipts evidencing payment therefor (and, upon request, copies of all required insurance policies, including endorsements and declarations) to the Town on or before the Commencement Date and annually thereafter on the anniversary of the Commencement Date.

5. **Limited Liability & Indemnification.** The Town of Stratford, its employees, officials, representatives and agents shall not be liable to the Concessionaire, any Invitee or any other person(s) or entity for any damage (including indirect and consequential damage), injury, loss or claim (including claims for interruption of or loss to business) based on or arising out of any cause whatsoever, including the following; a) claims arising out of any agreement between the Concessionaire and the Town relating to the SBGC Clubhouse, b) negligence, recklessness or intentional conduct alleged in connection with the condition of the property utilized by Concessionaire, including but not limited too, the condition of party areas property and adjoining areas, internal facilities, external doors, windows and signs by acts or omissions of Concessionaire and/or its agents, servants, assigns, employees and representatives; c) repair to any portion of the SBGC Clubhouse or the surrounding areas, d) interruption in the use of the SBGC Clubhouse or any equipment therein; e) any accident or damage resulting from any use or operation (by the Town, Concessionaire or any other person(s) or entity) of heating, cooling, electrical, sewerage or plumbing equipment or apparatus; f) termination of this Agreement by reason of damage to the SBGC Clubhouse or the surrounding area; g) any fire, robbery, theft, vandalism, mysterious disappearance, or any other casualties; h) actions of any other person or entity; i) failure or inability to furnish any service specified in this Agreement; and j) leakage in any part of the SBGC Clubhouse from water, rain, ice or snow that may leak into, or flow from , any part of the SBGC Clubhouse, or from drains, pipes or plumbing fixtures in the SBGC Clubhouse. All risk of loss by fire or other casualty to the Concessionaire's equipment shall be borne by the Concessionaire and the Town shall have no liability for such loss. In case of such loss, the Concessionaire, upon written approval from the Director of Public Works may work from a temporary facility and the monthly fees shall be adjusted as agreed upon by parties in writing.

Any property placed by the Concessionaire or any Invitee in or about the SBGC Clubhouse shall be at the sole risk of the Concessionaire, and the Town of Stratford shall not in any manner be held responsible therefor. Any person receiving any article delivered for the Concessionaire shall be acting as the Concessionaire's agent for such purpose and not as the Town's agent. The Concessionaire shall not have the right to set off or deduct any amount allegedly owed to the Concessionaire pursuant to any claim against the Town from any rent or

other sum payable to the Town.

The Concessionaire shall reimburse the Town, its employees and agents for any loss or expense (as Additional Rent), and shall indemnify, defend and hold them harmless from and against all costs, damages, claims, liabilities, expenses (including Professional Fees), losses, penalties and court costs suffered by or claimed against them, directly or indirectly, based on or arising out of, in whole or in part, (a) use and occupancy of the SBGC Clubhouse or the business conducted therein, (b) any act or omission of Concessionaire or any Invitee, (c) any breach of the Concessionaire's obligation under this Agreement, including failure to comply with Laws or to surrender the SBGC Clubhouse upon the expiration or earlier termination of the Contract, or (d) any entry by the Concessionaire or any Invitee upon the SBGC Clubhouse prior to the Commencement Date.

6. **Title**: Title to the SBGC Complex shall remain with the Town. A list of equipment that the Town provides is listed on page 12 under Schedule 'A' and the title to this equipment as well shall remain with the Town.

7. **Premises**: The premises shall include the kitchen, bar, serving and seating areas in the SBGC Clubhouse. The Concessionaire shall maintain and keep the Premises in a condition suitable for the operation of a food and full liquor concession. The Concessionaire shall not make any alterations or additions to the Premises without first obtaining the written approval of the Town. The Town agrees not to unreasonably withhold approval of alternations and/or additions proposed to be made by the Concessionaire. The Town may condition such approval upon the Concessionaire's compliance with any conditions reasonably imposed by the Concessionaire. The Concessionaire shall, at its expense, prior to making any permitted alterations, obtain all permits, approvals and certificates required by any applicable government entity, and upon completion obtain certificates of final approval thereof, and deliver duplicates of all such permits, approvals and certificates to the Town.

8. **Clubhouse Building**: The Town shall be under no obligation to restore the Clubhouse building in the event of damage or destruction by fire or other casualty. As long as the premises are not usable by the Concessionaire, the rental fees shall be abated on a prorated basis. In case of such loss, the Concessionaire, upon written approval from the Director of Public Works and the Short Beach Commission may work from a temporary facility and the monthly fees shall be adjusted as agreed upon by the parties in writing.

9. **Furniture and fixtures**: the Town of Stratford has provided all essential concession equipment. Refer to Schedule A.

10. **Assignment and sublease**: The Concessionaire will not assign this Agreement or sublet any portion of the premises or Clubhouse without first obtaining the written consent of the Director of Public Works and the Short Beach Commission.

11. **Failure to Operate**: The Concession must be operated in accordance with the Terms and Conditions of the Agreement. If the Town determines that the facilities are not being operated in the best interests of the Town, or if the Concessionaire fails to operate the

Concession for two (2) successive days during the golf season without approval from the Town, or is adjudicated bankrupt, or has admitted insolvency in writing or a receiver or other officer of any court is appointed to take charge of the property or affairs of the Concessionaire, or if any assignment is made by the Concessionaire for the benefit of creditors, the Town shall have the right to terminate the Agreement by providing fifteen days written notice of termination to the Concessionaire.

12. **Hours of Operation:** The daily hours of operation shall be posted at all times within the concession facility. The concession shall open a minimum of one (1) hour prior to the first scheduled tee time.

13. **Waiver:** No waiver by the Town of any default by the Concessionaire shall be deemed to operate as a waiver of any subsequent default.

14. **Exclusivity:** The Town will not permit any person other than the Concessionaire to engage and will not itself engage in business in competition with Concessionaire during the Agreement.

15. **Facilities and Service:**

a) The Concessionaire will be required to furnish the golfing community and the general public with a food and full liquor permit concession. Concessionaire may not engage in any other business on said premises without approval from the Town.

b) The proposed concession shall be personal to the Concessionaire and shall not be assigned, sold or subcontracted without the written approval of the Town. In addition, the Concessionaire or designated full-time manager must be on the premises during the times of operation.

c) The Concessionaire shall pay all license fees, taxes and special assessments applicable to or resulting from the operation of the Concession and the Premises used by the Concessionaire.

d) The Concessionaire must maintain in good condition all Town property. The Concessionaire will be required to operate and maintain all equipment provided by the Town according to the manufacturer's specifications. All equipment is listed on page 12 under "Schedule A".

e) The Concessionaire must maintain a clean and safe work environment in and around the SBGC Clubhouse. This includes the areas encompassed by the Concession, such as, the patio, the surrounding sidewalks and incoming driveway used for deliveries, and the enclosed refuse area located in the parking lot. The Concessionaire will be held responsible for keeping the premises clean and free from refuse, rubbish and all other debris. The Town will arrange the removal of refuse (including cost of dumpster) via separate contract.

f) The Concessionaire shall be responsible for immediately taking steps to remedy any pest control issue that is brought to its attention and that results, in the Town's sole discretion, from the activities of the Concession.

g) The Concessionaire shall be responsible for all the decorum of his/her staff. Failure to maintain appropriate decorum will be considered a material breach of the Contract.

h) The Concessionaire will be responsible for notifying the Director of Public Works, in writing of any disputes and/or issues regarding all aspects of the business, within fourteen calendar days of the occurrence.

i) The Concessionaire shall be required to provide ice at no additional charge to the Golf Course water stations.

16. **Utilities:** The Town shall provide all utilities.

17. **Inspection:** Authorized representatives of the Town shall be permitted to inspect the Concession premises upon reasonable notice during business hours.

18. **Smoke Free Building:** The SBGC Clubhouse is a Town owned building falling under Sec. 19a-342 of the Connecticut General statutes and therefore is deemed as a designated "no smoking" area. The Concessionaire is required to enforce this Statute; failure to do so may result in a fine and may be cause for dismissal.

19. **Special Events:** The Town reserves the right to use the parking area and the Concession's facilities for special events held at Short Beach, i.e. the Fourth of July, to accommodate town patrons and their guests. The Town shall notify the Concessionaire in advance of such occasions.

20. **Default.** In the event of the non-payment of any fee, or any installment thereof, at the time and in the manner above provided, and if the same shall remain in effect for ten (10) days after written notice is given to Concessionaire of any non-payment, or if the Concessionaire shall violate any term or provision of this Agreement, then this Agreement, at the option of the Town, shall terminate and the Concessionaire shall not be permitted to use the above-described premises. In the event of default, all fees paid in connection with this Agreement shall be forfeited to the Town. No waiver by the Town of any violation or breach of this Agreement by the Concessionaire shall constitute or be construed as a waiver of any other Violation or breach, nor shall lapse of time after breach of condition by the Concessionaire before the Town shall exercise its option under this paragraph operate to defeat the right of the Town to declare this Agreement null and void and to retain all sums paid hereunder. If Concessionaire shall be in default under this Agreement prior to the date set for the commencement or any renewal or

extension, and said default shall not be cured following written notice and the expiration of any applicable grace or cure period, Town may cancel such renewal or extension by written notice to the Concessionaire.

21. **Notices.** All notices and demands, legal or otherwise, incidental to this Agreement or the use of the premises shall be in writing to the address set forth in this Agreement. Notice from the Concessionaire to the Town shall be sent by certificated mail or delivered to the Town in care of the Town Attorney.

22. **Fees and Expenses.** If Concessionaire shall be in default in the observance or performance of any material term or covenant on Concessionaire's part to be observed or performed under, or by virtue of any of the terms or provisions of any article of this Agreement, then, unless otherwise provided elsewhere in this Agreement, Town may, not less than ten (10) days after notice to Concessionaire, make any expenditure or incur any obligations for the enforcement of the material term or covenant and including, but not limited to, reasonable attorneys fees, in instituting, prosecuting or defending any action or proceedings, then Concessionaire will reimburse Town for such sums so paid for obligations incurred with interest and costs.

23. **Termination.** This Agreement shall terminate before the end of the Term as described in Section 1 upon the occurrence of any of the following events:

- a. At any time by mutual consent of both parties.
- b. Upon the failure of the Concessionaire to comply with the terms of this Agreement, the Town has the option to terminate the Agreement upon (10) days written notice.
- c. At anytime by the Town if the Concessionaire engages in or is accused of engaging in conduct that is embarrassing to the Town or reflects negatively on the Concessionaire or the Town's character or reputation.

24. **End of Term.** Unless otherwise agreed, upon the expiration or other termination of the term of this Agreement, Concessionaire shall remove all of its personal property from the premises immediately.

Note: In such case of any conflict or any inconsistency between the provisions of any contract documents and provisions of this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the Town has caused this lease Agreement to be signed by the Mayor and the Concessionaire as caused this lease Agreement on this _____ day of _____, 2015.

TOWN OF STRATFORD

CONCESSIONAIRE

Name

Name

Title

Title

Signature

Signature

SCHEDULE A

Equipment permanently fixed within the Concession facilities are as follows:

- Kitchen hood and fire suppression system.
- Stainless steel plate located behind the stove and attached to the wall.
- Lighting fixtures
- Bar and sink in dining area.
- Combination oven.
- Dishwasher.
- Ice maker.
- Beverage cooler.
- Merchandise freezer.
- Gas griddle counter unit.
- Griddle stand.
- Fryer.
- Sandwich top counter refrigerator.
- Charbroiler, gas counter model.
- Walk-in freezer.
- Mobile utility rack.
- Walk-In Cooler

Exhibit B

PURCHASING AGENT
TOWN OF STRATFORD
INSTRUCTIONS FOR BIDDERS
TERMS AND CONDITIONS OF RFP

PROPOSALS

Proposals are to be submitted in a sealed envelope and clearly marked: "RFP# 2015-038" on the outside of the envelope, including all outer packaging, such as DHL, FedEx, UPS, etc. All prices and notations must be printed in ink or typewritten. No erasures are permitted. Proposals are to be in the office of the Purchasing Agent, prior to date and time specified.

RIGHT TO ACCEPT/REJECT

AFTER REVIEW OF ALL FACTORS, TERMS AND CONDITIONS, INCLUDING PRICE, THE PURCHASING AUTHORITY OF THE TOWN OF STRATFORD RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS, OR ANY PART THEREOF, OR WAIVE DEFECTS IN SAME, OR ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN OF STRATFORD.

QUESTIONS

Questions concerning conditions and specifications should be directed in writing to:

Michael Bonnar, Purchasing Agent
Town of Stratford
2725 Main Street
Stratford, CT 06615

Verbal requests for information will not be accepted. Failure to comply with these conditions will result in the bidder waiving the right to dispute the bid specifications and conditions.

PERMITS

The contractor will be responsible for securing all necessary permits, state and local, as required by the Town of Stratford. The Town will waive its application and permit fees for Town of Stratford projects.

PAYMENT PROCEDURES

No voucher, claim or charge against the Town shall be paid without the approval of the Finance Director for correctness and legality. Appropriate checks shall be drawn by the Finance Director for approved claims or charges and they shall be valid without countersignature unless the otherwise prescribed.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Purchasing Authority.

AWARD OF RFP

Contracts and purchases will be made or entered into with the lowest responsible bidder meeting specifications, except as otherwise specified in the invitation. If more than one item is specified in the invitation, the Town of Stratford reserves the right to determine the low bidder on an item-by-item basis or on the basis of all items included in the Invitation for Bids, unless otherwise expressed by the Town.

OSHA

The bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful bidder will further certify that all items furnished under this project will conform and comply with Federal and State of Connecticut OSHA standards. The successful bidder will agree to indemnify and hold harmless the Town of Stratford for any and all damages that may be assessed against the Town.

INSURANCE COVERAGE

The successful bidder will be required to furnish a Certificate of Insurance naming the Town of Stratford, its employees, officers and agents, as the additional insured, and be provided by companies licensed in the State of Connecticut.

INDEMNIFICATION

In addition to providing insurance, the successful bidder shall indemnify and the Town, its employees, officers and agents harmless from all claims and demands of any nature for any loss, damage or injury which any person may suffer by reason of or in any way arising out of work required by this Bid and any resulting contract or purchase order issued pursuant to it.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State and local laws, rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

CONFLICT OF INTEREST

No officer or employee of the Town or member of any elective or appointive board, commission or committee of the Town, whether temporary or permanent, shall have or acquire any financial interest gained from a successful bid, direct or indirect, aggregating more than one hundred dollars (\$100.00), in any project, matter, contract or business within his/her jurisdiction or the jurisdiction of the board, commission, or committee of which he/she is a member. Nor shall the officer/employee/member have any financial interest, direct or indirect, aggregating more than one hundred dollars (\$100.00) in any contract or proposed contract for materials or services to be furnished or used in connection with any project, matter or thing which comes under his/her jurisdiction or the jurisdiction of the board, commission, committee of which he/she is a member.

EXCEPTION TO SPECIFICATIONS

No protest regarding the validity or appropriateness of the specifications or of the Invitation for Bids will be considered, unless the protest is filed in writing with the Purchasing Agent, prior to the closing date for the bids. All bid proposals rendered shall be considered to meet the attached specifications unless exceptions are noted on a separate page dated and signed by the bidder.

UNLESS OTHERWISE NOTED

It will be assumed that all terms and conditions and specifications will be complied with and will be considered as part of the Bid Proposal.