



TOWN OF BERLIN, CONNECTICUT

REQUEST FOR PROPOSALS FOR: *Timberlin Golf Course Restaurant Operations*

BID NUMBER: 2020-11

RFP OPENING DATE: March 23, 2020

RFP OPENING TIME: 2:00PM

RFP OPENING PLACE: Berlin Town Hall, Town Manager's Conference Room (Room 101)

The Town of Berlin, is inviting sealed proposals for the operation of the Timberlin Restaurant, Tent Area, and mobile food concessions at Timberlin Municipal Golf Course. The lease will commence on January 1, 2021. The length of the lease term is negotiable.

Proposals will be received until 2:00 PM on March 23, 2020 in the Town Managers Office, 240 Kensington Road, Room 101, Berlin, CT 06037. To be Considered, sealed proposals must have one (1) original, two (2) copies and one (1) digital copy (on a flash drive). The envelope should be clearly marked on the outside "Proposal for Golf Course Restaurant Concessions, Bid # 2020-11. The Town of Berlin reserves the right to reject any or all proposals submitted, as may be in the Town's best interest. Submitted proposals will be evaluated by committee.

During the evaluation process, the Town of Berlin reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from the proposer. At the discretion of the Town of Berlin, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

A Mandatory pre-RFP walk-through will be held on February 25, 2020 at 11:00 am. Prospective proposers are to meet at the Golf Course restaurant located at:

Timberlin Golf Course
330 Southington Road
Berlin, CT 06037

The Town of Berlin 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 Town of Berlin and the firm selected.

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

Maryssa Tsolis
Purchasing Agent
Town of Berlin
240 Kensington Road - Room 110
Berlin, CT 06037
860-828-7048
mtsolis@town.berlin.ct.us

Any and all questions are to be submitted in writing 5 business days prior to bid opening.

ADDENDA TO REQUEST FOR PROPOSALS

All addenda to this Request for Proposal will be posted on the Town of Berlin Website.

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
- Capital improvements
- Added value
- Plans for Restaurant and snack bar/Hours/Food and Beverage Cart

Security Deposit

Lessee shall deposit with Town, cash in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) to be held by the Town as security for the full and faithful performance by lessee of all of the terms, conditions covenants and agreements contained in this agreement, including the agreement to pay fixed rent, the receipt of which is hereby acknowledged by Town.

Insurance by Town

The Town shall procure and keep in force, fire and extended insurance upon the building in which the Premises are located and its equipment and fixtures. If the Premises shall be partially damaged by fire or other casualty, but such damages to Premises does not render fifty percent (50%) or more of the floor area of the Premises unfit for the purposes for which the Premises are intended to be used, the same shall be repaired as speedily as is practicable at the expense and direction of Town, and Town shall receive all insurance proceeds payable by reason of such fire or other casualty. Should the damage be so extensive as to render fifty percent (50%) or more of the Premises unfit for the purposes for which the Premises are intended to be used, the rent shall cease until such time as the same shall be repaired and in such event Town shall receive all insurance proceeds under policies maintained by Town payable by reason of the fire or other casualty and shall at its sole costs repair the Premises as quickly as due diligence will permit. If the Premises shall not be rendered tenantable and return to substantially their condition prior to the date of loss within one hundred eighty (180) days of the date of loss, at the option of Tenant, this Lease shall terminate upon written notice by Tenant to Town effective as of the date of loss.

Notwithstanding anything herein contained to the contrary, in the event of total destruction of the Premises, Town shall receive all proceeds payable by reason of such fire or casualty under such

insurance policies as are maintained and paid for by Town, the rent and this Lease shall thereupon terminate effective as of the date of destruction and Tenant shall vacate the Premises.

Lessee's Insurance Obligations

- A. Property insurance The Lessee shall procure and keep in force fire and extended coverage insurance upon its leasehold improvements, furniture, fixtures and equipment to their full insurable value and shall furnish Town with evidence that coverage has been procured and is being maintained in full force.
- B. Liability Insurance. Tenant shall procure and maintain for the life of the Lease, \$1,000,000.00 per occurrence BI/PD and \$2,000,000.00 aggregate Comprehensive General Liability coverage written on an occurrence basis. The limits can be obtained through the use of primary or umbrella/excess insurance or any combination thereof. Said insurance shall cover losses caused to the Golf course arising out of or in connection with activities on the Premises.
- C. Dram Shop Insurance. Tenant shall procure and maintain for the life of the Lease, "DRAM SHOP ACT" insurance in an amount equal to the statutory limit (Connecticut General Statutes Section 30102).
- D. Workers' Compensation Insurance. Tenant shall procure and maintain for the life of the Lease, Workers' Compensation and Employer's Liability coverage designed to indemnify all Tenant's employees in the event of occupational injury and/or disease. The coverage shall be minimally provided and arranged following the State of Connecticut Statutory form.
- E. Plate Glass Insurance. In addition, Tenant shall procure and maintain for the life of the Lease, insurance for all outside plate glass in the Premises on a replacement value basis.

Lessee shall be responsible for maintaining the required insurance coverage in force for the life of the Lease with insurance carriers licensed and authorized to underwrite such insurance in the State of Connecticut.

Lessee shall not commence operations under the terms of this Lease until they have obtained the insurance coverage required by this Lease, and has filed Certificates of Insurance on same with Town, and Town has approved the Certificates of Insurance and the represented coverage.

Each insurance policy shall contain an endorsement naming Town as an additional insured, and an endorsement providing a 60-day advance notification to Town in the event of any change, modification, cancellation, or non-renewal of insurance coverage. Tenant will use its best efforts to obtain a waiver of subrogation in each of said policies.

Tenant's Indemnity

Lessee shall indemnify, defend and hold harmless Town, and its appointed or elected officers, officials, directors, employees, agents, volunteers, workers, commissioners and any affiliated, associated or allied entities and/or bodies of, or as may be participated in by Town, or as may now or hereinafter be constituted or established from and against any and all liability (statutory or otherwise), claims, suits, demands, judgments, costs, interest and expense (including, but not limited to, attorneys' fees and disbursements) arising from any injury to, or death of, any person or persons or damage to property (including loss of use thereof) related to (a) lessee's use of the Premises or conduct of business therein, (b) any work or thing whatsoever done, or any condition created (other than by Town, its employees, agents or contractors) by or on behalf of the Lessee in or about the Premises, including during the period of time, if any, prior to the term commencement date, that Lessee may have been given access to the Premises for the purpose of doing any work or making any installations, (c) any condition of the Premises due to or resulting from any default by Lessee in the performance of Lessee's obligations under this Lease, or (d) any act, omission or negligence of Lessee's or its agents, contractors, employees, subtenants, licensees or invitees. In case any action or proceeding is brought against Town by reason of any one or more thereof, Lessee shall pay all costs, attorneys' fees, expenses and liabilities resulting therefrom and shall resist such action or proceeding if Town shall so request, at Lessee's expense, by counsel reasonably satisfactory to Town.

PERTINENT CONDITIONS OF THE LEASE

1. Monthly rent shall be a fixed fee and billed by the town. All utilities to be billed directly to the lessee.
2. The Lessee must purchase a maintenance agreement for all town 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 Town of Berlin, 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 equipment listed in the attached inventory. If the Lessee desired to substitute its equipment for existing Town owned equipment, the Town 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.
4. One parking spaces shall be designated for restaurant personnel.
5. 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.

6. The Town of Berlin 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.

7. 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, toilets, sinks, heating zone valves, exhaust fans, emergency service repairs, all light bulb replacements, furniture repairs and replacements, equipment repairs and replacement, monthly extermination. **Structural repairs of the premises will be the responsibility of the Town of Berlin as well as the replacement of the Heating and Air Conditioning Units if needed.**

8. The Lessee shall also maintain in a clean and orderly manner the 1,500 sq. ft. of pavilion area adjacent to the clubhouse. This will include: the breakdown and set up of all tables and chairs for all events, the cleaning of the area in and around the tent pavilion before and after each event, along with daily cleaning of the tent pavilion area.

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

Description	Cost

The Town will consider a longer-term lease agreement with a lessee who is willing to invest a substantial amount of capital into the renovation/remolding of the clubhouse restaurant and kitchen facility to create a year round destination facility that would also have the capacity to accommodate large parties/weddings, etc.

9. 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 Golf and the Golf Commission. It is understood and agreed by the parties, that the Director of Golf or his designee will conduct quarterly 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 tent area 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 tent area, and its immediate surrounds including the concrete area surrounding the clubhouse.
10. The Lessee shall be responsible for paying directly to utility companies all, electric, Natural Gas, telephone and propane bills (Tent area propane grills) The Lessee will not allow utility payments to become more than one (1) month in arrears
11. In the event the Lessee is unable to obtain a State of Connecticut Liquor License on or before **January 1, 2021**, and maintain the State of Connecticut Liquor License through the length of the lease contract the Town of Berlin 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 pro- rated to the date of termination.
12. 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 Town of Berlin.
13. The Town of Berlin 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 Town, in accordance with Town Code of Ordinances.
14. 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.
15. Lessee shall secure, at its own expense, and display properly all required permits and licenses.
16. Lessee, or any employee engaged in the preparation or serving of food, shall comply with federal, state and local health codes.

MOBILE FOOD CART

Minimum Core Hours of the beverage cart will be from Memorial Day Thru Labor Day- Weekdays, from 11AM to 6PM, Weekends and Holidays from 9AM to 6PM plus all hours of tournament/outing play (If requested by tournament). The Lessee must obtain a mobile food cart. It must be insured by the Lessee for physical damage and liability coverages.

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 Town of Berlin 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 Town of Berlin 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 Town of Berlin upon reasonable notice. In addition, The Town of Berlin, 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. All reports are to be submitted to the Town of Berlin Finance Director.

GOLF COURSE INFORMATION

- The golf course is an 18-hole Par 72 golf course with a driving range, pro shop, 75 2018 EZ-GO gas powered golf carts and restaurant.
- The golf course is open from March through December, weather permitting, but the restaurant can be open year-round.
- No golf course restaurant/concession sales history is available.
- Grill Room has an occupancy of 151 people or no more than 72 people at tables.
- Dining Room has capacity to seat 44 people.
- Tent seating capacity-150 people.
- The only equipment to be provided by the Town of Berlin is listed in this RFP. Dinnerware, tables and chairs, window and door treatments and any other required equipment to be provided by the Lessee.
- The golf course playing transactions for the past three years averaged over 43,000 rounds.
- Lessee will not be operating a business independent of golf course/restaurant functions.

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 town of Berlin; 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, electricity, and propane for outdoor grills.
 - 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.

EQUIPMENT INVENTORY

(15) Table, Round Plastic, 60"

(150) folding Chairs

(18) Bar Stool, Black, Metal, Ladderback style

BayMarie Sandwich Cooler, Empura

Cooler, Draft Beer, Beveridge-AireDD78

Defibrillator, Philips HeartStart FRx

Dishwasher, Hobart AM14w/C9Booster

Freezer, 20.5 cu ft upright

Freezer, Empura, Double Door

Fryer, Gas, Pitco Fryer, Gas, Pitco

Grill, Charbroil, Radiant, W/Stand & Casters

Grill, Gas, Big J

Ice Chest, Double Sided

Icemaker, Manitowoc 0420W

Refrigerator, Empura, EMPE 49, Bottom Mount Double Door

Refrigerator, Empura, Under Counter, 2Door

Refrigerator, Hobart, 2 Door

Refrigerator, TurboAir, 2 Door Stainless, 47cu.ft.

Shelf, Stainless Steel (10'X16'X34')

Sink, 3 Bay (BarType), W/2 Speed Racks

Sink, Hand Wash

Sink, Veg., 1BayW/Faucet

Sink,3 Bay

Steamtable, Eagle

Stove/Oven, Southbend, 6Burners, 24" Griddle

Tanks, Propane Grille (ZTanks)

Tanks, Propane Grille (ZTanks)

DESCRIPTION OF LEASED PREMISES

<u>Area</u>	<u>Approximate Square Feet</u>
• Kitchen	532
• Grill Room	1290
• Dining Room	800
• Men's Restroom-Off Lounge	100
• Ladies Restroom-Off Lounge	<u>100</u>
TOTAL CLUB HOUSE SQUARE FOOTAGE	2822
• Tent	1500
• Club house surrounding concrete patio (surrounds perimeter of club house-10 ft. wide)	2754