

**TOWN OF GLASTONBURY
REQUEST FOR PROPOSAL
RESTAURANT LEASE AT MINNECHAUG GOLF COURSE
RPGL-2017-24**

The Town of Glastonbury will be accepting proposals from qualified firms or individuals to operate the restaurant at the Town-owned nine-hole Minnechaug Golf Course. Interested individuals or firms may obtain proposal documents and project details from the Purchasing Agent, 2155 Main Street, Glastonbury, CT 06033 or via the Town's website at www.glastonbury-ct.gov.

An optional pre-proposal site inspection and meeting will be held on January 25, 2017 at 9:00 a.m. at the golf course at 16 Fairway Crossing in Glastonbury.

Proposals must be submitted to the office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut, no later than 11:00 a.m. on February 2, 2017.

LATE PROPOSALS WILL NOT BE ACCEPTED.

The Town reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the Town. All Sealed proposals must be submitted to the Office of the Purchasing Agent no later than the time and date indicated.

An Affirmative Action/Equal Opportunity Employer. Minority/Women /Disadvantaged Business Enterprises are encouraged to bid.

Mary F. Visone
Purchasing Agent

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SECTION I: GENERAL INFORMATION

The Town of Glastonbury, 2155 Main Street, Glastonbury, CT 06033, will be accepting proposals from qualified firms or individuals to operate the restaurant at the Town-owned nine-hole Minnechaug Golf Course.

BACKGROUND

Minnechaug Golf Course is an existing, nine-hole municipal golf course located at 16 Fairway Crossing, Glastonbury, Connecticut. The course lies on approximately 50 acres of land and is nestled in The Village at Minnechaug; an upscale, 137 unit, residential housing development. The course includes a clubhouse with a small pro shop, restaurant/snack bar, and maintenance shop below. The course is easily accessible from towns in the greater Hartford/Manchester area from Interstate 384 and Route 83.

While the golf course is generally open for business April 1st – December 1st each year, the restaurant can be run as a 12 month operation. Restaurant services need to be structured to complement the golf operation in season, but operations are not limited to supporting the golf operations. The restaurant offers potential for both dine-in and take-out service.

The restaurant, for the most part, is ready for operation and is being offered as a turnkey operation with all of the furniture, fixtures and equipment listed in Appendix A to remain and be made available for use by the Lessee.

It is the contention of the Town to have a fully operational restaurant open for business no later than April 1, 2017.

SECTION II: CONSIDERATIONS AND RESTRICTIONS AND OTHER REQUIREMENTS

- A. The lessee must obtain and maintain all necessary permits, certificates and licenses.
- B. The successful respondent will be required to submit to the Town a Security Deposit to guarantee performance under the terms of a lease agreement. Security deposit and or bond requirements under a lease agreement will be determined during contract negotiations.
- C. If alcoholic beverages, including beer and wine, are sold or dispensed on the leased premises at any time during the term of the Lease or any extension thereof, the Lessee covenants at all times to comply with all laws of the State of Connecticut and Town of Glastonbury governing the sale of such beverages. Any such sale or dispensing of alcoholic beverages on the premises shall cease at ten o'clock in the evening (10:00 p.m.) on Sundays through Thursdays and at eleven o'clock in the evening (11:00 p.m.) on Fridays and Saturdays.
- D. The Lessee covenants to fully stock and adequately staff the restaurant, during the term of this Lease and any extension thereof for the operation and use of the leased premises as described previously and to keep the premises open for such use continuously and without interruption for such hours and such time as are customary for said operation and use. The Lessee shall hire, train and evaluate employees it deems necessary to staff the operation adequately.
- E. The Lessee covenants to pay all taxes levied on all equipment, goods or other personal property it owns and uses in connection with the leased premises during the term of this Lease or any extension thereof. The leased premises shall be exempt from municipal real property taxes ordinarily levied by the Town of Glastonbury as long as they are owned by said Town.

- F. The Lessee covenants not to discriminate with respect to employment, hiring, membership and use and enjoyment of the golf course and related facilities on the basis of race, color, creed, religion, age, sex, marital status, national origin, or physical or mental disability in violation of the laws of the United States or of the State of Connecticut, nor otherwise to commit any unfair employment practice prohibited by law, except that the Lessee may base an adverse hiring, termination or other employment action upon physical or mental disability if the Lessee affirmatively establishes that the disability prevents satisfactory performance of the work involved. The Lessee further covenants to take affirmative action to promote nondiscrimination, to display the provisions of this nondiscrimination clause conspicuously in the restaurant and to incorporate these nondiscrimination provisions in all contracts executed with suppliers of materials and services.
- G. The Lessee covenants not to assign this Lease in whole or in part or sublet all or any part of the leased premises, or to use or permit the use of the leased premises for any purposes other than those described herein without the Lessor's prior written consent. Such consent shall not be unreasonably withheld. The prohibition against assignment or subletting shall be construed to cover any assignment or subletting by operation of law. The Lessee shall remain liable under this Lease and shall not be released from performing any of its terms and covenants under this Lease.

SCOPE OF SERVICES

The Town is seeking proposals from parties interested in a lease agreement for operating the restaurant at the Town-owned, nine-hole Minnechaug Golf Course located at 16 Fairway Crossing in Glastonbury, Connecticut. The lease will include complete operation of the restaurant. Interested parties may submit more than one proposal for consideration by the Town.

SECTION III - SUBMISSION OF PROPOSAL

MINIMUM QUALIFICATIONS

In order to qualify for consideration in the award of the lease or management contract for the subject facility, a respondent must:

- A. Have a minimum of three (3) years of experience, within the last ten (10) years with the successful operation of a restaurant.
- B. Demonstrate the necessary line of credit or financial resources required to equip and operate the restaurant during the contract period.
- C. Demonstrate a competent record of employment or history of contract service in the operation of a restaurant either managed or leased as verified and supported by references, letters, and other necessary evidence from employers and/or public agencies.
- D. Proof of competency in the following areas:
 - 1. Basic bookkeeping; posting, preparation of a trial balance, preparation of financial statements, control of cash and bank reconciliation statements.
 - 2. Salesmanship: fundamentals of retail, wholesale, and service selling; merchandise and sales presentation; principles of self-management; sales demonstration.

3. Personnel management: the guidance and control of personnel; interviewing; training; job analysis; performance evaluation; supervisory problems with subordinate personnel.
4. Food Service Operation: Licenses, Safe Serve Certifications, etc.

OPTIONAL PRE-PROPOSAL MEETING

Town of Glastonbury is encouraging proposal participants to visit the Minnechaug Golf Course during an optional, pre-proposal meeting to be held on Wednesday, January 25, 2017 at 9:00 a.m., at the golf course located at 16 Fairway Crossing, Glastonbury, Connecticut. The clubhouse and restaurant will be open and available for inspection. Representatives of the Town will be available to receive questions.

PROPOSAL INSTRUCTIONS

- All respondents are required to submit one (1) clearly marked original and five (5) copies of their proposal to Mary F. Visone, Purchasing Agent, 2155 Main Street, Glastonbury, CT by the date and time listed in the proposal response page. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked with the respondent's name and address and as follows:

**SEALED REQUEST FOR PROPOSAL
RESTAURANT LEASE AT MINNECHAUG
RPGL-2017-24
DATE: February 2, 2017
TIME – 11:00 A.M.**

- All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein. By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the Town's objectives.
- A. Table of Contents to include clear identification of the response provided by section and number.
 - B. A brief synopsis of the highlights of the Respondent's proposal which should not exceed one page in length is easily understood, and which summarizes the overall benefits of the proposal to the Town.
 - C. Name, email address and telephone number of person(s) to be contacted for further information or clarification.
 - D. Copy of State of Connecticut license to perform the work required and involved if required.

- E. Statement of approach. Describe your firm's approach to the restaurant operation including any capital investments, staffing, menus, take-out services, hours of operation, etc. Please describe any marketing or programmatic initiatives intended to increase business and revenues. Please identify any key personnel to be assigned to the restaurant. Please list any anticipated capital improvements envisioned and the proposed source of funds for implementation.
- F. Materials, Equipment, Furniture, Fixtures: Each respondent shall provide a list of materials, equipment, furniture, and fixtures that it intends to include as part of its package if selected by the Town. Illustrative examples include restaurant kitchen equipment; restaurant furniture; restaurant appointments such as draperies and wall hangings; fixtures such as display cases; general business equipment such as cash registers, credit card machines, and computers; and signs.
- G. Cash Flow and Pro Forma Analysis: The analysis shall project three (3) years of operations and indicate the estimated annual revenue and operating expense figures.

The pro forma shall include:

1. A list of all revenue-producing operations, indicating for each the anticipated annual gross receipts.
 2. A complete breakdown of anticipated operating expenses.
 3. A list of all anticipated funding sources for your proposal.
- H. Statement of Qualifications including any unique expertise or experience. Resumes of key personnel.
 - I. A complete list of restaurants managed or leased over the past ten (10) years including the dates started and terminated. Indicate for each client whether or not the respondent has met all financial requirements of the agreement.
 - J. Business References: A minimum of three (3) business references giving names, addresses, telephone numbers, and the nature and length of time of the business association in each instance. These references must be persons or firms with whom you have conducted business transactions during the past five (5) years.
 - K. Financial References: A minimum of three (3) financial references giving names, addresses, and telephone numbers in each instance. It is required that at least one of the five references must be a bank or savings and loan institution; and the type of relationship shall also be indicated, for example: checking accounts, savings accounts, real estate loans, or construction loans. At least one of these references must be a major supplier which ordinarily bills the respondent on a monthly basis, and has done so for at least three (3) years.
 - L. Respondent must specify and provide legal documentation of status of company, such as corporate papers, partnership papers, etc. (Note the signed contract is not assignable or transferable to any other company without Town of Glastonbury approval).
 - M. Respondent shall disclose involvement in any projects that may result in any conflict of interest or dilution of commitment.
 - N. Proposal Fee and Terms (See Page 6). Please address any and all proposed payments to the Town and/or any and all support requested from the Town.
 - O. Proposal Response Form (**ATTACHMENT B**).

- P. Description of any exceptions taken to this RFP. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.
- Q. Respondent is required to review the Town of Glastonbury Code of Ethics adopted July 8, 2003 and effective August 1, 2003 and revised October 29, 2013 and effective November 28, 2013. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on **ATTACHMENT B**. The selected respondent will also be required to complete and sign a Consultant Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgment Form can be accessed at the Town of Glastonbury website at www.glastonbury-ct.gov. Upon entering the website click on Bids & Proposals Icon which will bring you to the links for the Code of Ethics and the Acknowledgement Form. If the respondent does not have access to the internet, a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid/proposal
- R. Statement of Non-Collusion (**ATTACHMENT B**).
- S. The Town of Glastonbury is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products. Respondents are encouraged to submit RFP responses that are printed double-sided (except for the signed proposal page) on recycled paper, and to use paper dividers to organize the RFP for review. All proposal pages should be secured with a binder clip, staple or elastic band, and shall not be submitted in plastic binders or covers, nor shall the proposal contain any plastic inserts or pages. We appreciate your efforts towards a greener environment.
- T. Any technical questions regarding this RFP shall be made in writing and directed to Raymond Purtell, Director of Parks & Recreation, 2143 Main Street Glastonbury, CT 06033 or by email at ray.purtell@glastonbury-ct.gov. For administrative questions concerning this proposal, please contact Mary F. Visone, Purchasing Agent, at (860) 652-7588, or by email at purchasing@glastonbury-ct.gov.

All questions, answers, and/or addenda, as applicable, will be posted on the Town's website at www.glastonbury-ct.gov (Upon entering the website click on Bids & RFPs). It is the respondent's responsibility to check the website for addenda prior to submission of any proposal. Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least three (3) business days prior to the advertised response deadline.

Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.

REQUEST FOR CAPITAL IMPROVEMENTS

Each proposal shall include a list of preventative maintenance items that the respondent would address. Examples include carpet cleaning, grease trap cleaning, pizza oven maintenance, hood cleaning, etc.

The Town of Glastonbury has not required that specific known needed capital improvements be included as part of this lease agreement. The Town will, however, consider including specific terms to address desired capital improvements during the negotiation phase. Accordingly, interested parties are encouraged to consider providing information regarding initial or future capital improvement projects including implementation timetables and the estimated cost of each improvement, if desired.

FEES AND CONTRACT TERM

Each proposal is expected to include these components:

- A. It is the intention of the Town to negotiate an initial lease agreement for a period of one year; renewable for four additional one year periods upon mutual agreement between the Town and the selected respondent, for a period not to exceed five (5) years. Financial terms, including either payments to be made to the Town or received from the Town, should be clearly specified. All base proposals must reflect this term. The Town will, however, consider other lease terms proposed by the respondent.
- B. The proposal should include a general description of the respondent's approach to the restaurant operation including, but not necessarily limited to, menus, hours of operation, drive-in and take-out services, delivery services, liquor license, support of golf operations, etc.
- C. Any operational expenses or investment cost.
- D. Clarify all contractual responsibilities for all parties involved.
- E. The Town will consider more than one proposal from each respondent, if so desired.

EVALUATION CRITERIA

- The Town of Glastonbury shall select the responsible and responsive Proposal which is determined by the Town to be the best suited, most advantageous, and provides the best value to the Town on the basis of the criteria included in this Request for Proposal. The Town expressly reserves the right to negotiate with the selected firm prior to an award of any contract pursuant to this RFP. Best value shall be determined by consideration of the following factors.
 - Overall quality, thoroughness, and responsiveness to the Town's requirements as summarized herein.
 - Proof of competency: The required statement of qualifications and demonstrated experience (minimum of 3 years with in last 10 years) of the firm, the designated account representative, and other key staff to be assigned to the restaurant operation.
 - Successful performance and positive working relationships with other clients including a complete list of restaurants managed or leased over the past ten years. Include business and financial references.

- Statement of Approach.
- Material, Equipment, Furniture and Fixtures requested (if any).
- Ability to meet the schedule identified herein.
- Demonstrated financial resources and terms and conditions of the proposal including cash flow and pro forma analysis.
- Required State of Connecticut food service license/certifications.
- Status of company, corporate, partnership, etc.
- Fee proposal.
- Request for capital improvements (if any).
- Involvement in any projects that may result in any conflict of interest or dilution of commitment.
- The number, scope, and significance of conditions or exceptions attached or contained in the proposal.

TIMELINE

Time is of the essence to facilitate re-opening the restaurant no later than April 1, 2017.

Below is the Town’s anticipated schedule for the project. The Town intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule in the best interest of the Town as required.

Publicize RFP	January 20, 2017
Pre-Proposal Meeting	January 25, 2017 at 9:00AM
RFP Due Date	February 2, 2017 at 11:00AM
Shortlist of Proposals Received	February 3, 2017
Interviews with Top Respondents	Week of February 6th*
Fee Proposal and Scope of Services	TBD
Contract Effective Date	March 15th – April 1st

*** Any firms selected for an interview must be available for a personal interview during the week of February 6th-10th, 2017. The Town will advise of the time if selected for an interview.**

INSURANCE REQUIREMENTS

Bidder shall agree to maintain in force at all times during the contract the following minimum coverages and shall name the Town of Glastonbury as an Additional Insured on a primary and non-contributory basis to all policies except Workers Compensation. All policies should also include a Waiver of Subrogation in favor of the Town of Glastonbury. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of A-VIII. In addition, all Carriers are subject to approval by the Town of Glastonbury.

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

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Worker's Compensation and Employer's Liability	WC Statutory Limits	
	EL Each Accident	\$1,000,000
	EL Disease Each Employee	\$1,000,000
	EL Disease Policy Limit	\$1,000,000

The Town of Glastonbury will not be responsible for bidder's personal property, including any improvements to the building and it will be the responsibility of the bidder to carry appropriate property insurance coverage for the duration of the contract.

Original, completed Certificates of Insurance must be presented to the Town of Glastonbury prior to contract issuance. Provider agrees to provide replacement/renewal certificates at least 60 days prior to the expiration date of the policies.

ATTACHMENT A

FURNITURE & EQUIPMENT LIST

DINING ROOM

- 1 6' Folding Table
- 41 Chairs – Vinyl Seats
- 18 Square Dining Tables
- 2 High Chairs – wooden
- 3 Flat Screen TV's – Vizio
- 1 Fan – free standing
- 1 "A" Frame Blackboard Sign

BAR

- 1 Ice Maker
- 1 Keg Cooler – Bar Taps
- 1 Soda Dispenser (Town)
- 2 Monster Energy Refrigerators – Counter Top (vendor supplied)
- Asst. Misc. Bar Glasses, Wine Glasses

DECK

- 5 Round Black Iron Deck Tables
- 4 Umbrella Stands
- 6 Umbrellas

RESTAURANT FRONT SERVICE AREA

- 1 Service Counter with Black Counter
- 1 CINTAS Food Service Employee First Aid Station
- 2 Metal Racks
- 1 Fire Extinguisher

KITCHEN

- 2 Pizza Ovens
- 3 White Shelves (wall mounted)
- 1 Metal Shelf Unit
- 1 Slicer
- 1 SS Refrigerated Counter Unit
- 1 True Refrigerator
- 1 SS Small Table
- 1 Stand Up White Freezer
- 1 Counter Refrigerator for Pizza Making
- 1 CaptiveAir Hood Over Pizza Oven
- 1 Pitco Fryolater
- 1 6 Burner Gas Stove – Sunfire
- 1 Ansul System Over Stove & Fryolater (Town)
- 1 Rack – Next to Stove
- 1 Hobart Mixer
- 1 Diversey Dishwasher (Town)
- 1 SS Pot Sink – 3 Bay w/sprayer
- 1 SS True Refrigerator Counter – Sandwich
- 1 SS Counter/Can Opener (Town)
- 1 Food Warmer
- 1 Microwave
- 1 Rolling Shelf Unit
- 1 Fire Extinguisher
- 2 Heat Lamps
- 4 Hand Sinks

With the exception of the soda dispensing system, which is leased, all of the above listed equipment is owned by the Town of Glastonbury. It will be made available for use of the Lessee at Minnechaug Golf Course. The Lessee will be required to maintain the equipment in good operating condition by performing all regular and periodic maintenance. The Town will assume no obligation for repair or maintenance of the equipment during the term of the lease and will expect that it will be returned to it in the same condition as provided to the lessee subject to normal wear and tear.

ATTACHMENT B

PROPOSAL RESPONSE FORM

BID / PROPOSAL NO: GL-2017-24 **DATE DUE:** 02-02-17

DATE ADVERTISED: 01-20-17 **TIME DUE:** 11:00 AM

NAME OF PROJECT: Restaurant Lease at Minnechaug Golf Course

The Respondent acknowledges receipt of the following Addenda:

Addendum #1 _____ (Initial/Date) Addendum #2 _____ (Initial/Date) Addendum #3 _____ (Initial/Date)

NON-COLLUSION AFFIDAVIT:

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

CODE OF ETHICS:

I / We have reviewed a copy of the Town of Glastonbury's Code of Ethics and agree to submit a Consultant Acknowledgement Form if I / We are selected. Yes _____ No _____ *

*Respondent is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
E:mail Address	SS # or TIN#