



Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

TOWN OF SIMSBURY REQUEST FOR PROPOSAL

SIMSBURY FARMS GOLF COURSE

FOOD/BEVERAGE CONCESSION PROVIDER

The Town of Simsbury is seeking proposals from qualified firms or individuals to provide restaurant operator services for the food and beverage concession at the Simsbury Farms Golf Course located at 100 Old Farms Rd., Simsbury, CT. It is the intent of the Town to award a two year contract for operation of the food/beverage concession.

An original and four copies of the proposal must be received in a sealed envelope clearly marked "RFP-Simsbury Farms Golf Course Food and Beverage Concessions." Bids will be accepted at the Finance Director's Office until November 15 at 11:00 a.m., at which time they will be opened in public by the Director of Culture, Parks and Recreation. Bids received after the time set for the opening will not be accepted. The Town of Simsbury reserves the right to reject any or all bids or to waive defects in same if it is deemed to be in the best interest of the Town of Simsbury. A bid package and a tour can be obtained by contacting the Culture, Parks and Recreation Department at (860) 408-4682.

SIMSBURY FARMS COMPLEX

The Simsbury Farms Complex is one of the premier public recreational facilities of its kind in the State of Connecticut. The Simsbury Farms Complex provides facilities for various recreational activities. The Complex includes four swimming pools, a covered ice skating rink, an 18-hole golf course, a playground and other amenities to enhance outdoor recreation.

The Simsbury Farms Golf Course is located adjacent to the Simsbury Farms Complex. The Golf Course opened in 1971 and is one of the premier public golf courses in the State. The course averages 40,000 rounds of golf per year and hosts numerous outside tournaments and outings.

Telephone (860) 658-3200
Facsimile (860) 658-9467

www.town.simsbury.ct.us

An Equal Opportunity Employer
8:30 - 7:00 Mondays
8:30 - 4:30 Tuesday through Friday

Restaurant Facility

The restaurant located at the Russell Shaw Clubhouse has been renovated to include a fully equipped commercial kitchen compliant with all local health district requirements. The total area of the restaurant, kitchen, walk-in freezer and loading dock is 2,184 sq.ft. The professional quality commercial kitchen measures 504 sq.ft. and includes the list of equipment described in Appendix A for use by the lessee. The facility to be administered also includes an outdoor patio that measures 1,500sq.ft. and a banquet tent area which can accommodate up to 180 people. The facility can seat up to 60 patrons in the dining room and 60 patrons on the patio. The lessee is responsible for providing additional equipment, including an outside food service for golfers making the turn from hole #9 to #10 and from hole #18 to #1. The lessee shall also provide all accessories and utensils for the restaurant operation including plates, silverware, glassware, etc. The Town will provide a mobile food cart unit with no further maintenance obligations to the town. The Director of Culture, Parks and Recreation must approve any additional equipment prior to operation.

Scope of Service

The successful applicant shall be required to furnish the clientele of the Restaurant with a food and beverage service including breakfast, lunch and dinner during the golf season, as well as banquet service for groups up to 180 in the outdoor tent. A modified service may be offered when the course is closed. The menu is subject to the approval of the Director of Culture, Parks and Recreation and shall include fine dinner fare and lunch selections, to include sandwiches and soups. Appropriate breakfast selections are also to be provided.

The minimum period of operation of the restaurant is April 1 – November 30, or whenever the golf course is open for operation.

The concessionaire shall be responsible for maintaining the restaurant facility and surrounding area in a clean and safe condition at all times. The sale of beer and wine is permitted on the premises. The award of a lease for the facility will be contingent upon the concessionaire securing a beer/wine license from the State of Connecticut. In addition to food service within the restaurant, the concessionaire shall staff an outside service for golfers making the turn from hole #9 to #10 and from hole #18 to #1. A mobile cart food unit, owned by the Town of Simsbury, will be provided for this purpose with no further maintenance obligations to the Town.

Hours of Operation

Minimum daily hours for the Restaurant during the period that the golf course is open shall be:

Weekdays: 9:00 a.m. to ½ hour past sunset
Weekends: ½ hour before the first tee time to ½ hour past sunset

The restaurant schedule may be modified by mutual agreement of the Operator and the First Selectman during the period that the golf course is not open.

**TOWN OF SIMSBURY
REQUEST FOR PROPOSALS
SIMSBURY FARMS RESTAURANT OPERATOR
AND
FOOD/BEVERAGE CONCESSION PROVIDER**

GENERAL CONDITIONS

- The restaurant lessee may not participate in the sale of items other than those approved without the written authorization of the Director of Culture, Parks, and Recreation.
- The proposed lease shall not be assigned, sold or subcontracted without written approval of the First Selectman.
- The Lessee/Concessionaire shall operate every day during the specified seasonal operating period. In the event of inclement weather, the Lessee/Concessionaire must obtain permission from the Director of Culture, Parks and Recreation to close operations. The minimum daily hours shall be posted at the respective facilities and on the facility website.
- Lessee/Concessionaire shall be responsible for maintaining the concession facility and the surrounding area, including tables and chairs, in a clean and safe condition and free from rubbish at all times. Lessee/Concessionaire shall be responsible for cleaning the area(s) daily, including vacuuming and/or sweeping of floors. Lessee shall also be responsible for cleaning of the bathrooms at the end of each day.
- Garbage and recyclables must be bagged daily and placed in a designated area for removal. Lessee/Concessionaire is responsible for contracting with a refuse disposal contractor, at their expense, and must adhere to all Town recycling regulations.
- Other than what is specified, the Town of Simsbury does not provide any equipment for the operation of the concession. The Town does, however, own certain equipment on the premises. This equipment is available to the Lessee/Concessionaire, as is, without future maintenance obligations to the Town. Any repairs or changes in said equipment will be made only with the approval of the Director of Culture, Parks and Recreation.
- The lessee/concessionaire will be charged a fee for utilities furnished at the premises.

- The name of the restaurant shall be approved by the Town of Simsbury.

1. USE OF LEASED PREMISES.

The Lessee shall use the leased property and premises for the purpose of operating a restaurant at the Simsbury Farms Golf Course. The leased property and premises shall not be used for any other purposes whatsoever without the prior written consent of the Town.

The Lessee will have the use of the Town owned building which houses the restaurant/ food and beverage concessions and the equipment located therein. However, any additional equipment required to provide the necessary services must be furnished by the Lessee without cost to the Town. Additional equipment may be installed subject to the approval of the Director of Culture, Parks and Recreation or his/ her designated representative.

The Lessee will not be permitted to solicit or sell food and refreshment or items of any character in locations other than those designated herein without the written authorization of the Director of Culture, Parks and Recreation or his/ her designated representative. Service to the ice rink patrons shall be permitted.

2. PERMITS, COMPLIANCE WITH LAW.

The Lessee/ Concessionaire shall secure, at its own expense, and properly display all permits and licenses required by the laws, ordinances and regulations of Town, State and Federal Governments. The Lessee/ Concessionaire shall not permit any violation of the laws of the State of Connecticut or ordinances of the Town of Simsbury by any of its personnel, nor shall Lessee/ Concessionaire permit any obnoxious or offensive business, trade or occupation to be carried on at the facility, nor permit the same to be occupied or used for any immoral or illegal purposes. The Lessee/ Concessionaire shall comply with all rules and regulations of the Director of Culture, Parks and Recreation and Town of Simsbury concerning the operation of the facility.

The Golf Course Lessee/ Concessionaire is required to secure a license to sell beer/wine on the premises.

He and his staff must also be TIPS certified and complete food service "Safe Serve" training and certification.

3. TERMINATION.

VIOLATIONS: In the event the Lessee/ Concessionaire shall fail to pay the rent due hereunder or fail to keep any and of the other covenants, agreements, and conditions of this Agreement to be kept and fulfilled on its part, and such failure shall continue or remain uncorrected for a period of ten (10) days after the Town shall have given written notice of the default and by mailing such notice and demand by registered mail, postage prepaid, addressed to the Lessee/ Concessionaire at the premises herein leased, then this Agreement and term hereby created, at the Town's option, shall cease and terminate and the Town shall

have the right to reenter said leased premises and demand possession of the same without any previous demand or notice whatever, and such re-entry and taking possession shall end and terminate this lease and the term hereby created, and, in such event, the Lessee/ Concessionaire further agrees to waive and does hereby waive notice to quit possession and every other formality provided by any statute with respect to summary process proceedings to enforce the Town's right to re-entry and recovery of the demised premises; and, further, that it shall thereupon quit possession and the Town shall be re-posessed of the Leased premises as in its former estate, or, at the option of the Town or its assigns, all installments of rent for the entire leasehold period shall be and become due and payable. The Town shall, without waiving or postponing any other rights had in such case, re-let said premises or any part thereof on such terms as it shall deem best and apply said re-letting proceeds, less reasonable expenses to secure a new tenant, to such rent or judgment therefore and hold the Lessee/ Concessionaire for the unpaid balance.

INSOLVENCY: In the event the Lessee/ Concessionaire shall file a petition in bankruptcy or be adjudicated a bankrupt or make an assignment for the benefit of creditors, then, at the option of the Town or the Lessee/ Concessionaire, this Agreement may be terminated upon seventy-two (72) hours written notice.

LEGAL ACTION. In the event any legal action is taken against the Lessee/ Concessionaire which results in the cessation of operation by Lessee/ Concessionaire, then, at the option of the Town or the Lessee/ Concessionaire, this lease may be terminated upon seventy-two (72) hours written notice.

FORFEITURE OF CLAIMS. In the event this lease terminates for any reason, all rights of the Lessee/ Concessionaire herein shall be forfeited, including any claims for damages against the Town and its officers and employees.

GENERAL. If the Lessee/ Concessionaire fails to operate the concession for five (5) successive days during the season without the approval of the Director of Culture, Parks and Recreation or his/ her designee, the Town shall have the right to terminate this lease by giving written notice of termination to the Lessee/ Concessionaire.

Lessee/ Concessionaire does hereby covenant that it will not waste, and that it will repair at its own expense, all broken window glass and all damage that may happen to the leased premises and equipment through the neglect or carelessness of Lessee/ Concessionaire, its agents, guests, invitees, or representatives, or anyone else lawfully in and upon the leased premises.

Lessee/ Concessionaire agrees that it will faithfully perform the provisions of this Lease and shall hold Town harmless from any and all claims or damages arising out of its failure to do so, including the protection of the Town from the payment of any claims for labor, materials, or merchandise of any nature and/ or description, payable by said Lessee/ Concessionaire during the performance of his/ her agreement herein.

Upon termination of this lease for any reason, the Lessee/ Concessionaire will immediately vacate the premises and remove their equipment and inventory. If this is not done within three (3) working days following termination, the Town may make arrangements to have the Lessee/ Concessionaire's equipment and inventory moved to a secure storage area so that the Director of Culture, Parks and Recreation may utilize the area to provide a food and beverage service to the public. Any and all expenses incurred by the Town in moving and storing Lessee/ Concessionaire's equipment shall be borne solely by the Lessee/ Concessionaire.

4. CONCESSION EQUIPMENT. The Lessee/ Concessionaire shall install at his/ her own expense any equipment that shall be necessary to operate the food and beverage concession. All equipment shall be maintained in good order at the sole cost of the Lessee/ Concessionaire. Plans and specifications for all equipment shall be submitted to the Director of Culture, Parks and Recreation or his/ her designee for approval prior to installation and will be subject to the approval of the Town and the Farmington Valley Health District where applicable. All such equipment shall be removed by the Lessee/ Concessionaire within three (3) days of

termination of this contract. Should any of the property remain on said premises after the three (3) day period, the Town may either take title to the property or charge all costs for removal of said property to the Lessee/ Concessionaire.

Any equipment owned by the Town on the premises is available to the Lessee/ Concessionaire, as is, without any future maintenance obligations to the Town.

5. SERVICES.

The Town covenants that the heating, plumbing (including hot water), air conditioning, electrical system and sewage facilities, at or on the Leased Premises are in good repair and condition and adequate for operation of the facility as contemplated herein. Lessee/ Concessionaire shall pay for the installation of any additional outlets for telephone and cable television.

Lessee/ Concessionaire will pay for the following items:

- (a) cable television service if utilized by Lessee/ Concessionaire;
- (b) installation charges and charges for telephone(s) installed at the Leased premises.
- (c) twice annual maintenance of the exhaust hood
- (d) trash removal
- (e) maintenance and repair of all kitchen equipment and mobile cart
- (f) pest control as needed

6. SIGNS/ ADVERTISING. Lessee/ Concessionaire shall erect one or more signs in sizes, designs and shapes and in such locations as meet the approval of the Director of Culture, Parks and Recreation which approval shall not be unreasonably withheld or delayed, subject, however, to the requirements of any local zoning and planning regulations. Lessee/concessionaire shall keep an up to date website, including hours of operation and current menu, that will be linked to the golf course website.

7. ALTERATIONS. Except as otherwise provided herein, Lessee/ Concessionaire shall not make any alterations, additions, repairs or structural changes in or to the Leased Premises without the prior approval in writing by the Town. Only such contractors approved by the Town shall do the work required to make such alterations, additions, or structural changes, and the cost for all such work shall be borne solely by the Lessee/ Concessionaire. The Town shall not unreasonably delay or withhold an approval or denial of such a request.

8. MAINTENANCE AND SANITATION. The Lessee/ Concessionaire has examined the demised premises and found them acceptable and in satisfactory condition for the purposes of the Lease as of the date of execution of this Agreement. The Lessee/ Concessionaire agrees that during the term of this lease the Lessee/ Concessionaire shall maintain and keep the premises in a safe, workable, neat, clean and sanitary condition according to the usages, habits, and ordinary course of the business, and at the end of the term the Lessee/ Concessionaire shall surrender the demised property and premises in as good condition as received, reasonable wear and tear excepted.

The Lessee/ Concessionaire shall maintain the interior of the demised premises in a state of good order, repair, and condition. All personal property belonging to the Lessee/ Concessionaire shall be maintained in good condition during the term of this Agreement by the Lessee/ Concessionaire. The Lessee/ Concessionaire agrees that the property belonging to the Town shall not be removed from the demised premises and shall keep such property in good repair at the expense of the Lessee/ Concessionaire during the term of this Agreement.

The Town shall not be liable for any damages sustained by the Lessee/ Concessionaire because of the failure of the equipment to operate. Lessee/ Concessionaire shall repair or replace any article of equipment or furnishing furnished by the Town or purchased by Lessee/ Concessionaire, if, in the opinion of the Town, the article should be repaired or replaced so that the public may receive a proper impression

and/ or proper service. The Lessee/ Concessionaire covenants and agrees that all alterations, additions, or improvements in or to the premises made by the Lessee/ Concessionaire, excepting only movable business fixtures, shall become the property of the Town and shall be surrendered with the premises at the end or termination of this agreement, it being understood and agreed that any damage caused by the removal of such business fixtures shall be repaired by the Lessee/ Concessionaire at his/ her expense.

The Lessee/ Concessionaire shall hold a contract with an exterminating company for the inspection and control of insects on the demised premises. A copy of the contract shall be on file with the Town.

The Town shall maintain the exterior of the demised premises. The Lessee/ Concessionaire agrees that it will not hold the Town liable for any latent defect in the premises or in the building of which the premises form a part, and that the Town shall not be liable for any failure of water supply, heat, or electric current, nor for any injury or damages to persons or property caused by fire or by the elements, or by other persons in the building, or from falling plaster or from gas, electricity, water, rain, snow, dampness, pipes, appliances, roofs, or plumbing unless the same is caused by or results directly from the Town's negligence.

Waste materials must be stored in a closed container adequately protected from the weather, vermin or other animals. Lessee/ Concessionaire shall be responsible for removal of waste materials from the premises on a regular basis sufficient to meet health and sanitation requirements, including separate storage receptacles for the storage and removal of grease and appropriate recycling receptacles. All preservable empty cartons, bottles, etc. must be stored out of view of the general public.

Lessee/ Concessionaire, or any employee engaged in the preparation or serving of food shall comply with applicable federal, state and local health codes. At least one staff person must be certified "Serve Safe" on the premises at all times.

9. CONDUCT OF BUSINESS. The Lessee/ Concessionaire shall be responsible for securing all licenses and permits as required by the Town of Simsbury and the Farmington Valley Health District for the operation of said concession(s). All persons engaged in the operation of the food concession will at all times maintain a neat appearance and observe all regulations in effect on said premises. Lessee/ Concessionaire shall not retain any employee who may be unacceptable to the Town. All personnel staffing said areas will be hired and employed by the Lessee/ Concessionaire and shall not be employees of the Town.

Lessee/ Concessionaire shall provide enough attendants to serve all of its patrons with reasonable promptness. Lessee/ Concessionaire covenants and agrees that it will furnish all labor services, material, supplies and equipment reasonably necessary to maintain the leased premises in a clean, orderly and inviting condition.

In all cases, the Lessee/ Concessionaire will offer equal employment and promotional opportunities to qualified applicants and employees without discrimination, and will comply with all Federal and State laws and regulations pertaining to equal employment opportunities. Lessee/ Concessionaire shall not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, age, religion, or national origin in any manner prohibited by law.

The Lessee/ Concessionaire will pay the Federal and State minimum wages to those employees to whom the minimum wage laws apply. Those employees not covered by minimum wage laws will be paid a salary or wage based upon prevailing rates in the local market area according to value, quality and quantity of work performed.

It is expressly recognized and understood that each respective facility is operated on Town property and therefore, such facilities must be made available to the public without discrimination.

10 INSPECTION. The Town, through its authorized personnel, may enter upon the demised premises hereby leased to the Lessee/ Concessionaire at any reasonable time for any purpose necessary, incidental to or connected with the performance of the provisions of this Agreement, or in the exercise of its governmental functions.

It is understood and agreed by the parties that the Director of Culture, Parks and Recreation and/ or a representative of the Farmington Valley Health District shall, at the discretion of either, conduct periodic inspections of the leased premises and shall furnish in writing to the Lessee/ Concessionaire a list of deficiencies found, if any, in maintaining the leased premises in accordance with the above mentioned standard and Lessee/ Concessionaire agrees to discuss these deficiencies with the Town and to cooperate with the Town in their resolution or correction.

11. AVAILABILITY OF RECORDS.

The Lessee/ Concessionaire shall maintain a suitable accounting system and shall submit to the Town's Directors of Finance and Culture, Parks and Recreation an annual financial statement of income and expenses, prepared by a State Licensed Accountant, not later than sixty (60) days after January 1 of each calendar year. In addition, Lessee/ Concessionaire shall furnish the Director of Culture, Parks and Recreation and/ or their designee a season tabulation of gross receipts and a profit-loss statement due no later than sixty (60) days after the close of the season.

12. INSURANCE.

Property Damage. The Lessee/ Concessionaire shall not be required to carry property damage insurance on any real or personal property owned by the Town. It shall be the responsibility of the Town to provide insurance coverage on all Town-owned property.

Personal Injury. The Lessee/ Concessionaire, its own name as assured, shall secure and pay the premiums for such of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect hereto, shall cover all of the Lessee/ Concessionaire's operations hereunder, and shall be effective throughout the period hereof. It is not the intent of this schedule to limit the type of insurance required.

SCHEDULE

- A. Workers Compensation Insurance as prescribed by the laws of the State of Connecticut.
- B. Commercial General Liability Insurance Policy: with one million dollars (\$1,000,000) per occurrence, with two million dollars (\$2,000,000) aggregate limit.
- C. Comprehensive Bodily Injury, Property Damage, Liability, including bodily injury and property damage and cover fire and water damage and damage or loss caused by Independent Contractors or by agents of Lessee/ Concessionaire, caused by automobiles, trucks or other vehicles, with limits of \$1,000,000 for injury or death of one person and \$1,000,000 for injury or death per accident; and \$500,000 for property damage in any one accident, or \$1,000,000 combined single limit.
- D. Product liability as shall protect Lessee/ Concessionaire and Town, its Trustees, agents and employees in minimum limits of \$1,000,000 for injury or death of one person and \$1,000,000 for each accident or occurrence and \$100,000 property damage in any one accident, or \$1,000,000 combined single limit.
- E. The Town shall be named as an Additional Named Insured for the coverage outlined in (B), (C) and (D) above.
- F. DRAM SHOP/ LIQUOR LIABILITY INSURANCE: the Lessee/ Concessionaire shall obtain Dram Shop/ Liquor Liability Insurance with five-hundred thousand dollars (\$500,000) per occurrence limits, with a one million dollar (\$1,000,000) aggregate limit.

G. INDEMNIFICATION. Pursuant to Appendix B attached hereto and is made a part hereof, as if fully incorporated herein and shall be deemed an addition to and not in substitution of any provision of this article.

NOTICE OF CLAIMS. (Accident or Product Liability) Both parties to this contract shall promptly notify each other in writing of any claims against the other, and in the event of a suit being filed, shall promptly forward to the other all papers in connection therewith. Lessee/ Concessionaire shall furnish Town evidence of insurances covering the items specified. The cost of the above insurance shall be borne by the Lessee/ Concessionaire. The Town shall be notified in writing sixty (60) days in advance of any cancellation, modification, or non-renewal of Lessee/ Concessionaire insurance.

As to any insurance required by this Agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the Town within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy of certificate shall contain a valid provision or endorsement naming the Town as an additional insured party and a statement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the Town. A renewal policy or certificate shall be delivered to the Town at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the Town as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the Town, the Lessee/ Concessionaire shall promptly obtain a new and satisfactory policy in replacement.

If determined necessary by the Director of Culture, Parks and Recreation, or his/ her designee, the Lessee/ Concessionaire shall deliver to the Town, upon demand, the original of any policy required herein for review, and upon completion of said review, said policy shall be returned to the Lessee/ Concessionaire. Notwithstanding any of the provisions contained herein, the Lessee/ Concessionaire shall indemnify and save harmless the Town from any loss occasioned by the negligence of itself or its employees. The Lessee/ Concessionaire further warrant that all foods served by it shall be fit for human consumption, and the Lessee/ Concessionaire shall indemnify and save the Town harmless from any loss occasioned by breach of such warranty.

13. ASSIGNMENT. The Lessee/ Concessionaire shall not, at any time, assign this Agreement or any part hereof without the prior written consent of the Town.
14. TITLE AND RISK OF LOSS. During the lease period, title to the building and risk of loss from fire or other casualty shall be borne by the Town. Any risk of loss by fire or casualty to any equipment of the Lessee/ Concessionaire shall be borne by the Lessee/ Concessionaire and the Town shall have no responsibility on such regard.
15. It is mutually understood and agreed the covenants and agreements contained in this lease shall be binding upon the parties hereto and upon their respective heirs, successors, and assigns.
16. Lessee/ Concessionaire shall comply with all rules and regulations of Town's Culture, Parks and Recreation Commission concerning the operation of the leased premises and golf course as said regulations presently exist, and Lessee/ Concessionaire shall comply with all future regulations not in conflict with the terms of this lease.
17. Any notice which may be or is required to be given pursuant to this Lease shall be deemed to be sufficiently given if personally delivered or sent by certified mail, with return receipt and postage prepaid, and addressed as follows:

TOWN:
Town of Simsbury
Office of First Selectman
933 Hopmeadow Street
Simsbury, Connecticut 06070

LESSEE/ CONCESSIONAIRE:

18. If any term or provision of this lease shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected thereby, and the balance of the terms and provisions of this lease shall be valid and enforceable to the fullest extent either hereunder or as permitted by law.

IN WITNESS WHEREOF, the Town of Simsbury had caused this Lease Agreement to be executed in its name by the First Selectman and affixed its official seal, and the said Lessee/ Concessionaire has caused this Lease Agreement to be duly executed, this day of 2012.

Signed, sealed and Delivered
in the presence of:

Concessionaire/ Lessee

Mary A. Glassman, First Selectman
Duly Authorized

APPENDIX A

EQUIPMENT INVENTORY

Golf Course Clubhouse Restaurant

Refrigerator-2 door Traulsen, on casters
Walk-in cooler/freezer, 8' x 12' w/outside remote condensing units
Dishtable w/pre-rinse sink, spray hose and bracket
Oval tray rack
Commercial dishwasher-upright Hobart rack machine with tall chamber
Steam table-3 well water bath
Bread box-4' maple top w/4 drawers
Sandwich unit-5' mega top, 2 doors, 18 pans
Fryers (2)-40 lb., stainless steel tank, gas, on casters
Charbroiler-24'' coal style, with lower rack and splash guard
Convection oven-single deck, gas, speed fan, on legs
Range-72'' w/2 ovens. 6 burners, 36'' grille, Vulcan, on casters
Worktable-8' w/2 drawers, 2 undershelves, on casters
Worktable-7' w/sink, undershelf, no drip edge
Portable cart w/lift up sideboards
Store room shelving, 5 tier, chrome wire, on casters
Soda rack
Cook n'hold oven-Alto Shaam, 2 compt, on casters
Pot sink-3 compt w/1 drainboard and spray hose faucet
Mop sink-floor style, stainless w/service faucet
Drying rack-20'x60', wall mounted
Wall shelves-assorted sizes, above dishtables, serving line and prep sink
Exhaust hood-15', exhaust only w/lights, filters-UL listed
Wall panels-stainless steel, installed behind hood on left wall
Fire suppression system, installed w/gas valve
Ice machine-400 lb. Capacity w/bin
Wall panel-between ice machine and prep sink
Waitress station-cabinet with doors, drawers
Tables-12 :&B Products 30'' laminated tables w/cross bases
Chairs-50 cherry side chairs

APPENDIX B

LESSEE'S USER'S INDEMNIFICATION

The undersigned, hereinafter referred to as the Lessee, in leasing or requesting the use of the Restaurant located at the Simsbury Farms Complex agrees that he/she or it will indemnify and save harmless the Town of Simsbury and its officers, agents, servants, when named as co-defendant in any claim or suit, on account of any and all claims, damages, losses, workers compensation payments, judgments, litigation expenses and counsel fees arising out of injuries to the person (including death) sustained by or alleged to have been sustained by the servants, employees or agents of the Town of Simsbury or by any officers, agents or servants of the Lessee or by any participant or spectator or anyone directly or indirectly employed working for the Lessee, including volunteers, in connection with the lease or use of Restaurant located at the Simsbury Farms Complex. The Lessee further undertakes to reimburse the Town of Simsbury for any damage to its real or personal property occurring in connection with the lease or use of Restaurant located at the Simsbury Farms Complex by Lessee unless the damage is caused by the Town of Simsbury.

STATE OF CONNECTICUT)
) ss.
COUNTY OF)

Signed:

Lessee or User

By _____
Address: _____

Date: _____

Subscribed and sworn to before
Me this ____ day _____

Notary Public/Commissioner of the Superior Court

**FOOD AND BEVERAGE CONCESSION
SIMSBURY FARMS
GOLF COURSE**

INSTRUCTIONS TO BIDDERS

The intent of this bid is to provide for the food and beverage concessions at the Simsbury Farms Golf Course as described in these bid documents.

The award of the bid will be made to the responsible bidder who offers a proposal which is in the best interest of the Town of Simsbury, taking into consideration the highest financial value to the Town; the integrity and trustworthiness of the bidder; the bidder's experience; and the bidders possession of the necessary skill and equipment to perform the required service.

1. Sealed BIDS will be received by the Finance Director for the Town of Simsbury (herein called the "OWNER"), at the Town Offices, 933 Hopmeadow Street, Simsbury, CT (Mailing address P.O. Box 495, Simsbury, CT 06070) until 11:00AM on November 1, 2012 and then publicly opened and read aloud.
2. Each bid must be submitted in a sealed envelope, addressed to the Finance Director, and designated on the outside as BID for: Simsbury Farms Golf Course Food and Beverage Concessions". Each envelope should also bear, on the outside, the name of the Bidder and his/ her address. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another enveloped addressed to the OWNER at the above address.
3. Each BID must be made on attached Bid forms and returned intact. BIDDERS will state, both in writing and in figures, the proposed price for each separate item called for in the annexed blank, by which prices will be compared. If any price is omitted, the BID may be rejected. Only one copy of the BID form is required.
4. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.
5. Each BID must be accompanied by a certified check or bank draft, payable to the Town of Simsbury, or a satisfactory BID Bond executed by the bidder and an acceptable surety, in an amount equal to five (5%) percent of the total Base Bid. The certified check, bank draft, or Bid Bond shall be retained as a guarantee that if the proposal is accepted, the Bidder will post with the OWNER, a performance, Labor and Material Bond in the full amount of the Contract, submit the required information certificates, and to sign a contract. Attorneys-in-fact who sign Bonds must file with each Bond a certified and effective dated copy of their Power of Attorney. A certified check or properly executed Irrevocable Letter of Credit will also be acceptable.
 - a. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three highest responsible BIDDERS. When the agreement is executed, the bonds of the two (2) remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Performance, Labor and Material Bond have been submitted and the required insurance

certificates have been filed, after which it will be returned. If a BIDDER refuses to sign a contract or cannot obtain satisfactory Bonds, the OWNER will retain his/ her Bid Security as liquidated damages, but not as a penalty.

- b. The OWNER reserves the right to waive any informality in, or to reject any or all proposals or to accept any proposal which, in their opinion, is in the best interest of the Town of Simsbury, whether or not such proposal is the highest bid. The contractor must be responsible and qualified and have previously done work of a similar nature.
- c. The OWNER may make such investigations as it deems necessary to determine the ability of the BIDDER to perform the work, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

A conditional qualified BID will not be accepted.

- 6. The contractor to whom the contract shall be awarded must file the requisite Bonds, and certificate of INSURANCE as specified in the General Conditions, and execute said contract in triplicate within ten (10) calendar days from the date when NOTICE of AWARD is delivered to the BIDDER, and in case of failure to do so, the person or firm will be considered to have abandoned the contract, and the CERTIFIED CHECK or BID BOND shall be forfeited to the Town of Simsbury.
- 7. BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the WORK to be done. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his/ her BID.
- 8. Should a BIDDER find any discrepancy or omission in the Plans or Specifications or is in doubt as to the meaning of any portion of them, he/ she shall notify the DIRECTOR, who will then instruct all BIDDERS in writing regarding the points in question.
- 9. The OWNER, within ten (10) days of receipt of the requisite Bonds, acceptable Insurance Certificates and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by WRITTEN NOTICE, withdraw his/ her signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notices by the OWNER.
- 10. The BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the SUPPLEMENTAL GENERAL CONDITIONS.
- 11. The high BIDDER shall supply the names and addresses of major material SUPPLIERS when requested to do so by the OWNER.
- 12. The BIDDER'S attention is directed to the fact that all applicable Federal and State law, municipal ordinances, and the rules and regulations of all authorities having jurisdiction shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

13. No amount shall be included in the Bid for Connecticut State Sales Tax or for Federal Excise Tax.
14. Prospective BIDDERS may inspect the concession areas Monday through Friday from 8:30AM - 4:30PM.
To set up an appointment, call Gerry Toner, Culture, Parks and Recreation Director, at 408-4682.

**TOWN OF SIMSBURY
BIDDER'S PROPOSAL
SIMSBURY FARMS GOLF COURSE
FOOD AND BEVERAGE CONCESSION**

Date: _____

To: Gerard G. Toner
Director of Culture, Parks and Recreation
Town of Simsbury
933 Hopmeadow Street
Simsbury, CT 06070

1. Proposal of _____
(hereinafter called BIDDER) organized and existing under the laws of the State of _____,doing _____ business as _____.

In compliance with your Invitation to Bid, BIDDER hereby proposes to operate the GOLF COURSE FOOD AND BEVERAGE CONCESSION and to pay the TOWN OF SIMSBURY the following fees:

ITEM 1: GOLF COURSE CONCESSION

Season	Fee	Utility Cost
2013		8,000.00
2014		8,000.00
Total		16,000.00

2. The undersigned BIDDER does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work; that no person or persons other than those named herein are interested in this proposal or in the contract proposed to be taken; that no person acting for or employed by the Town of Simsbury is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof contrary to the ordinances of said Town and laws of the State of Connecticut; that it is made in pursuance of and subject to all terms and conditions of the Notice and Instructions to Bidders, the Detailed Specification, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned; that the site of the work has been examined; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by any estimates, subsurface information or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.
3. The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.
4. The Undersigned agrees to furnish satisfactory bonds and insurance, and to execute within ten (10) days after notice of the award, a formal contract with the Town of Simsbury, for the fulfillment of this proposal,

and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposit herewith shall be forfeited to the Town of Simsbury as liquidated damages for such failure.

Enclosed herewith find a Certified Check, or Bid Bond, in the amount of the proposal, _____ Dollars (\$_____) made payable to the Town of Simsbury as a proposal guarantee which it is understood will be forfeited in the event the Form of Contract is not executed, if awarded to the undersigned.

- 5. The undersigned BIDDER agrees to abide by the requirements of EXECUTIVE ORDER NO. 11246, as amended.
- 6. All various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the BIDDER under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

SEAL (if a corporation)

_____ BIDDER

By _____

Title: _____

Business Address: _____

Telephone: _____

If a partnership, the Partners are:

Full Name	Address

If a Corporation, the Officers are:

Full Name	Address

I/ We () have () have not (check one) previously performed work subject to the President’s Executive Order Number 11246 or any preceding Executive Order.

Signed: _____

**TOWN OF SIMSBURY
SIMSBURY FARMS FOOD AND BEVERAGE CONCESSIONS
STATEMENT OF QUALIFICATIONS**

This statement shall be submitted along with the proposal to assist in the evaluation process. The proposer may submit additional information if it would be of assistance.

Name of Proposer _____

Permanent Office Address _____

Year Established _____

If a Corporation, where incorporated _____

Personnel: _____

List the names and addresses of previous food leasing operations which you were or are responsible for, listing beginning and ending dates, and references:

List all other pertinent information, including financial background, indicating the ability of the organization and its management personnel to operate a successful, high quality facility on the premises:

List proposed sale items and prices or attach a proposed menu.

ITEM	QUANTITY/ SIZE	PRICE

Other proposed services:

