



# Town of Simsbury

933 HOPMEADOW STREET

P.O. BOX 495

SIMSBURY, CONNECTICUT 06070

## INVITATION TO BID SIMSBURY FARMS GOLF COURSE FOOD AND BEVERAGE CONCESSION

### ***BACKGROUND***

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The Town of Simsbury intends to award a contract for a two (2) year period for the operation of a food and beverage concession at the Simsbury Farms Golf Course.

It is the Town's intention to provide quality service to the clientele who utilize the facility.

The Town will enter into a contract with the successful applicant, a copy of which is attached hereto ("Agreement"). Applicants should familiarize themselves with and understand the insurance and permits/license provisions in the agreement.

### ***TERM***

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The concession will be awarded for a period of two (2) years, with an additional term optional on the part of the Town.

### ***GOLF COURSE CLUBHOUSE FOOD CONCESSION***

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The Simsbury Farms Recreation Complex offers tennis, swimming, ice skating, golf and park facilities to the many users from the community. The Simsbury Farms Golf Course, opened for play in 1972, is a major attraction of the facility. The course averages 36,000 rounds of play per year and hosts numerous tournaments and outings throughout the season.

The restaurant is furnished to accommodate 50-60 patrons, while an outdoor patio provides seating for another 40-50. An adjacent banquet tent can hold up to 180 patrons.

The facility will include a fully equipped kitchen compliant with all local health district requirements. The kitchen will include the attached (Exhibit B) equipment for food service use. The concessionaire will be required to provide flatware and associated food service support equipment necessary to support the operation.

### ***SCOPE OF SERVICE***

The successful applicant shall be required to furnish the clientele with a food and beverage service including breakfast, lunch and light dinners during the peak golf season. The concessionaire shall be responsible for maintaining the restaurant facility and surrounding area in a clean and safe condition at all times. In addition, the concessionaire shall have exclusive rights to cater major outing events held at the banquet tent. The Town furnishes tables and chairs for these events.

Minimum daily hours of operation shall be:

Weekdays: 9:00AM to 1/2 hour past sunset

Weekends: 8:30AM to 1/2 hour past sunset

**INVITATION TO BID**  
**GENERAL CONDITIONS**

- The Lessee/ Concessionaire 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 concession shall not be assigned, sold or subcontracted without written approval of the Director of Culture, Parks and Recreation.
- 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 or his/ her designee to close operations. The minimum daily hours shall be posted at the respective facilities. 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 Demised Premises daily, including vacuuming, sweeping of floors, and thorough cleaning of bathrooms.
- Garbage must be bagged daily and placed in a designated area for removal by a refuse contractor. Lessee/ Concessionaire 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.

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

**INSTRUCTIONS TO BIDDERS**

The intent of this bid is to provide for golf course food and beverage concession at the Simsbury Farms Recreation Complex 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 Tuesday, December 13, 2016 and then publicly opened and read aloud.
2. Each bid must be submitted in a sealed envelope, addressed to the "Finance Director, Town of Simsbury", and designated on the outside as BID for: Simsbury Farms Golf Course Food and Beverage Concession". 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 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 Bond has 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.
- e. **The TOWN reserves the right to reject any bid which does not meet the minimum Fiscal Year budget projection.** 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 area Monday through Friday from 7:30AM - 3:30PM. To set up an appointment, call Orlando Casiano, Park Superintendent, at 651-3944.

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

Date: \_\_\_\_\_

To: Sean Kimball  
 Director of Finance  
 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  
 \_\_\_\_\_.<sup>1</sup>

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

**ITEM 1: GOLF COURSE CONCESSION**

<b>Year</b>	<b>Fee</b>	
2017		
2018		
Total		

<sup>1</sup> Insert "a corporation", "a partnership", or "an individual".

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 CONCESSION  
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:  
\_\_\_\_\_  
\_\_\_\_\_