

CITY OF SPRINGVILLE

REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF A RESTAURANT AT THE HOBBLE CREEK GOLF COURSE

RFP #2015-03

SECTION 1: PURPOSE

1.1 The City of Springville, Utah is requesting proposals to manage and operate a seasonal restaurant at the Hobbble Creek Golf Course, 94 Hobbble Creek Canyon Road, Springville, Utah. Past restaurant operations have included a variety of restaurant services from snack bar to full service restaurant food services and banquet catering. This RFP is soliciting proposals to lease the kitchen, bar, banquet and patio areas along with shared facilities identified in Section 4. The City will entertain food and beverage service proposals following the current configuration, but will also consider other types of services:

- Full Service – Banquet/Catering, Restaurant, Patio Café/Snack Bar, Golf Course Food/Beverage
- Banquet/Catering and Restaurant only.
- Banquet/Catering only.
- Restaurant only.
- Other food/beverage concept.

All banquet/catering events booked by Hobbble Creek before 1/31/2015 must be honored by the Respondent.

If the Respondent submits a proposal utilizing only a portion of the available facilities (e.g. Snack Bar only), the City reserves the right to operate or outsource operations utilizing the remainder of the facilities (e.g. banquets/catering).

1.2 Pre-bid Meeting: The City will make the restaurant facilities available for inspection by appointment. Please contact the golf course at (801) 489-6297 to schedule a site visit. A site visit is not mandatory for Respondents.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 Three (3) copies of the proposal must be received no later than **February 18, 2015 at 4:00 p.m.** at the following address:

Bruce Riddle, Finance Director
City of Springville Finance Department
110 South Main
Springville, Utah 84663

The three copies of the proposal must be submitted in a sealed envelope, the outside of which must be marked as follows:

“Proposal Enclosed – RFP # 2015-03 - Hobble Creek Golf Course Restaurant”

- 2.2 The proposal submitted is the document upon which the City of Springville will make its initial judgment regarding each Respondent’s qualifications and wherewithal to complete the required services.
- 2.3 Those submitting proposals do so entirely at their own expense. There is no expressed or implied obligation by the City to reimburse any firm or individual for any costs incurred in preparing or submitting proposals, preparing or submitting additional information requested by the City or participating in selection interviews, if any.
- 2.4 Submission of any proposal indicates an acceptance of the conditions contained in this Request for Proposals unless the submitted proposal clearly and specifically states otherwise.
- 2.5 The City of Springville reserves the right to accept or reject any and all proposals in whole or in part, to waive any and all informalities and to disregard all non-conforming, non-responsive, or conditional proposals.
- 2.6 The City of Springville reserves the right to award the management and operation of the restaurant facility to one or more firms and individuals.
- 2.7 Any award of the management and operation of the restaurant facility shall be conditioned on the later execution of a formal written license agreement. The City of Springville reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written agreement. A sample of the formal written agreement, which sets forth the terms and conditions of the agreement, is available for review upon request from the person described in Section 11.1 of this Request for Proposals.
- 2.8 Respondents may contact the person described in Section 11.1 to schedule a walkthrough of the premises.

SECTION 3: QUALIFICATIONS OF RESPONDENT:

- 3.1 In the case of a proposal from an individual, provide a statement of qualifications including restaurant food service management and operation background and experience.
- 3.2 In the case of a proposal from a company, provide a brief history and description of the company submitting the proposal. Identify the company's staff member(s) who will be assigned to this engagement if the company's proposal is selected. Provide a statement of qualifications of each of the company’s staff members who will be assigned to this engagement including restaurant food service management and operation background and experience. Provide a signed cover letter from a person within the company who is authorized to make representations on behalf of the company and to bind the company.
- 3.3 Each Respondent must provide the names, addresses and phone numbers of at least three (3) references.

- 3.4 Each Respondent may provide any additional information that would serve to distinguish his or her proposal from other proposals.
- 3.5 The City of Springville may make such inquiries it deems necessary to determine the ability of each Respondent to manage and operate the restaurant food service facility contemplated by this Request for Proposals. Respondents shall promptly furnish all information and data for this purpose as may be subsequently requested by the City of Springville

SECTION 4: FACILITIES AND SERVICES

- 4.1 The City shall furnish the following:
- a. Approximately 5,900 square feet of suitable space for the food service/bar/kitchen operations. Approximately 1,700 square feet of restroom/locker room space to be shared with the Pro Shop at Hobble Creek. Approximately 800 square feet of lobby space to be shared with the Pro Shop at Hobble Creek. An approximately 1,200 square foot patio. The dining area and the lounge area will accommodate between 100 to 130 patrons depending on seating arrangement.
 - b. All fixtures currently in place at the existing facility and owned by the City of Springville. Said fixtures shall be properly maintained, repaired, and if necessary replaced, by the selected Respondent at his or her own expense.
 - c. Miscellaneous machinery and equipment owned by the City of Springville. Said machinery and equipment shall be properly maintained, repaired, and if necessary replaced, by the selected Respondent at his or her own expense.
- 4.2 A complete list of the facility's fixtures, miscellaneous machinery and equipment is available for review upon request from the person described in Section 11.1 of this Request for Proposals. 4.3 The selected Respondent shall pay the cost of water, sewer and all utilities used pursuant to this engagement. The amount for utilities will be negotiated in the lease agreement between the selected Respondent and the City.
- 4.4 Any improvements to the facility (erection and dismantling of tents, additional tables and chairs etc.) shall be approved by Springville City's Golf Pro and shall be at the sole expense of the selected Respondent.

SECTION 5: PROPOSALS:

- 5.1 Proposals must provide a plan for the utilization of the facility, outlining the type and style of the proposed operation and the number of anticipated employees. Proposals must include a sample menu with prices. The price, quality and quantity of food and beverages shall all be subject to the approval of the City. Alcoholic beverages will be permitted to be sold or consumed on the premises. In the event the selected Respondent desires to sell alcoholic beverages, the selected Respondent will be required to follow all laws and regulations for selling liquor for consumption on the premises, including, but not limited to, obtaining all necessary licenses and permits. The proposal should include proposed hours of operation. The restaurant must be open for business on all days that the Hobble Creek Course is open for golfing, including holidays, and shall be open at other times when requested in advance by the City for special events. The course is generally open from dawn to dusk mid-March to mid-November, depending on weather conditions.

- 5.2 Respondents may be required to make an oral presentation of their qualifications and proposals for performing this contract.
- 5.3 Proposals from individuals or companies who are in arrears to the City of Springville, under debt, contract, or otherwise in default, as surety or otherwise under any obligation to the City of Springville may not be considered.

SECTION 6: LEASE AGREEMENT:

- 6.1 The selected Respondent will be required to execute a lease agreement with the City of Springville, the term of which shall be three (3) years, beginning on or about April 1, 2015. The City will have the option to extend the agreement for three (3) additional one (1) year terms. The City also reserves the right to terminate the agreement, with or without cause, upon thirty (30) days written notice. The agreement shall contain the terms and requirements found in this Request for Proposal and the selected proposal. Additional agreement terms will be negotiated.

SECTION 7: COST PROPOSAL:

- 7.1 Provide the monthly fee which you propose to pay to the City of Springville, stated as a flat fee, a percentage of gross receipts or a combination thereof. If a percentage of gross receipts is used as all or part of the proposal, an estimate of gross annual sales should be included.
- 7.2 Capital Investment and Long-Term Lease Option: Indicate whether you will make any capital improvements to the facility. If so, describe in detail what, if any improvements you propose to make to the facility, the costs thereof, and the proposed lease term needed to cover the investment. Any plans for improvements to the facility must be reviewed and approved by the City of Springville. All contractors engaged by the selected Respondent to refurbish the facilities must also be approved by the City of Springville. All improvements must be made in accordance with local and state rules and regulations. The selected Respondent will be responsible for obtaining any building permits and following all applicable building and development laws, rules, and regulations.

SECTION 8: PROPOSAL EVALUATION:

- 8.1 Proposals shall remain valid until the execution of a lease agreement by the City of Springville with a selected Respondent or May 1, 2015, whichever occurs first.
- 8.2 Proposals shall be examined and evaluated a selection committee to determine whether each proposal meets the requirements of this Request for Proposals. An award will be made to a Respondent based on the following criteria:
- (a) The Respondent's demonstrated capabilities and/or experience in managing and operating a restaurant facility. (25%)
 - (b) Past performance with regard to similar ventures. (25%)
 - (c) Quality and value of products and services to be provided. (15%)
 - (d) Financial strength, stability and business administration. (10%)
 - (e) Total proposed fee. (20%)
 - (f) Completeness of the proposal. (5%)

SECTION 9: ALTERNATIVES:

9.1 Proposals may include alternative matters or items not specified or requested in this RFP. However, all such alternative matters or items must be listed separately from the proposal and the cost(s) thereof must be separate and itemized.

SECTION 10: INDEMNIFICATION:

10.1 The selected Respondent will be required to defend, indemnify and save harmless the City of Springville, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the selected Respondent, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 11: SPECIFICATION CLARIFICATION:

11.1 All inquiries with respect to this Request for Proposals shall be directed to the following individual:

Craig Norman, Head Professional
Hobble Creek Golf Course
94 Hobble Creek Canyon Road
Springville, Utah 84663
Phone: (801) 489-6297
Email: cnorman@springville.org

11.2 All questions about the meaning or intent of the specifications shall be submitted in writing to the individual referenced in Section 11.1 above. Replies will be issued by Addenda to the party that submitted the inquiry/inquiries and will be posted on the City's website at www.springville.org. Questions received less than four (4) business days prior to the date of submission of proposals will not be answered. Only questions answered by formal written Addenda will be binding. Oral or other interpretations or clarifications will be without legal effect.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

12.1 Proposals may be modified or withdrawn by written request executed (in the manner that a proposal must be executed) and delivered to the place where proposals are to be submitted at any time prior to the opening of proposals.

12.2 If within twenty-four (24) hours after the proposals are opened, any Respondent files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal. Thereafter, that Respondent will be disqualified from further proposal on the work.

SECTION 13: INSURANCE AND SECURITY REQUIREMENTS:

13.1 The selected Respondent will be required to procure and maintain at its own expense the following insurance coverage, which must be issued by an insurer which is licensed to do business in the State of Utah and which has an A.M. Best rating of not less than "A":

- (a) **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries that meets the requirements of Utah State law.
- (b) **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than \$2,000,000.
- (c) **Product Liability Insurance:** A policy or policies of product liability insurance providing protection for claims for damages arising out of products sold or vended with limits of not less than \$500,000.
- (d) **Property Insurance:** A policy or policies of property insurance providing coverage for structures, fixtures and equipment with limits of not less than \$2,000,000.
- (e) **Dram Shop Insurance:** A policy or policies of dram shop insurance providing coverage for claims arising out of the acts of patrons of the restaurant who may have been served alcoholic beverages with limits of not less than \$2,000,000. This policy shall not be required should the selected Respondent choose not to sell alcohol.

13.2 Each policy of insurance required shall be in form and content satisfactory to Springville City and shall provide that:

- (a) The City of Springville is named as an additional insured on a primary and non-contributing basis.
- (b) The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to Springville City. In addition, said policies shall be automatically renewed upon expiration and continued in force, unless Springville City is given thirty (30) days written notice to the contrary.
- (c) All insurance must be issued by an insurer licensed to do business in the State of Utah and must have an A.M. Best rating of not less than "A". Each policy of insurance required shall be in form and content satisfactory to the City of Springville and shall provide that the City of Springville is named as an additional insured. Before any of the services contemplated by this Agreement may be rendered, Respondent shall provide the City of Springville with a certificate or certificates of insurance, which document compliance with the requirements of this Article.

13.3 No agreement will be signed and no services shall be commenced pursuant to this Request for Proposals until the selected Respondent has delivered to Springville City proof of issuance of all policies of insurance required by the Contract to be procured by the selected Respondent. If at any time any of said policies shall be or become unsatisfactory to the City, the selected Respondent shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the selected Respondent to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the selected Respondent to procure and maintain any required insurance shall not relieve the selected Respondent from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected Respondent concerning indemnification.

SECTION 14: NON-COLLUSIVE PROPOSAL CERTIFICATE AND ACKNOWLEDGMENT:

14.1 Each Respondent shall complete and submit with his or her proposal the "Proposal Certificate" found on the following page.

PROPOSAL CERTIFICATE

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to the opening, directly or indirectly, to any other Respondent or to any competitor; and
- (3) No attempt has been made or will be made by the Respondent to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (4) The submitted proposal shall be good for a period of sixty (60) days.

(Signature)

(Print Name and Title)

(Name of Partnership or Corporation)

RESPONDENT