



REQUEST FOR PROPOSALS

FOOD & BEVERAGE CONCESSION AT TENNESSEE CENTENNIAL GOLF COURSE (FY2021-068)

RECOMMENDED PRE-PROPOSAL MEETING & TOUR

**December 17, 2020 at 10:00 a.m., Local Time
Tennessee Centennial Golf Course Clubhouse
101 Centennial Boulevard
Oak Ridge, Tennessee 37830**

PROPOSAL DUE DATE

**January 15th by 2:00 p.m., Local Time
Tennessee Centennial Golf Course Clubhouse
101 Centennial Boulevard
Oak Ridge, TN 37830**

**Telephone: (865) 425-5301
Email: mcallender@oakridgetn.gov
Attn: Mike Callender**

REQUEST FOR PROPOSAL
FOOD AND BEVERAGE CONCESSION AT
TENNESSEE CENTENNIAL GOLF COURSE

SCOPE OF REQUEST

The City of Oak Ridge is seeking a qualified vendor to provide food and beverage concession services at Tennessee Centennial Golf Course, a public 18-hole golf course owned and operated by the City. The golf course is located at 101 Centennial Boulevard, Oak Ridge, Tennessee. The selected vendor will lease space within the clubhouse to operate the food and beverage concession. The selected vendor will be expected to establish a quality food and beverage service, providing a high level of customer service to patrons and guests.

Since opening in 1997, the 6,633 yard course has provided a fun and challenging golf experience for players of all skill levels. The food and beverage operation is intended to provide a service to patrons and guests, attract new and additional golfers, attract golf events to the facility, and attract the general public. This presents a great opportunity for the right concessionaire.

PRE-PROPOSAL SITE VISIT

The City will host a pre-proposal site visit on Thursday, December 17, 2020 at 2:00 pm at Tennessee Centennial Golf Course Clubhouse, located at 101 Centennial Boulevard, Oak Ridge, Tennessee 37830. **Prospective respondents are strongly encouraged, but not required, to attend.** Selected vendors are also welcome to visit the site at any time during regular business hours, however, such visits may not disrupt the operation of the clubhouse and course.

REQUIRED SERVICES

Hours of Operation

The golf course operates seven days per week, from approximately daylight to dusk, and weather permitting. The desired hours of operation for the food service area are typically from 11:00 a.m. to 8:00 p.m., subject to seasonal variations. It is important for the selected vendor to establish consistent hours of operation and follow a regular schedule for lunch and dinner. Breakfast should be considered as needed to meet demand.

The course will be closed on Thanksgiving Day, Christmas Eve, and Christmas Day. Closure of the food service due to inclement weather is at the discretion of the selected vendor.

Food and Beverage Services

The leased area for food and beverage services includes a 560 square foot commercial kitchen and a 1,340 square foot dining/bar area inside the golf course clubhouse. The vendor will also have access to the outdoor dining areas, including a 1,035 square foot patio on the southwest side of the clubhouse and a 2,400 square foot tent-covered patio adjacent to the clubhouse. Scheduling use of the tent-covered patio is to be coordinated with the Golf Course Manager, with golf course outings having first priority.

At a minimum, food service shall include hot food items at lunch and dinner daily, along with an assortment of snacks and beverages throughout the hours of operation. The selected vendor shall offer a variety of quality food and drink options. The selected vendor will be responsible for obtaining all necessary operating permits and licenses including, but not limited to, health permit and business license. The selected vendor is expected to offer seasonal beverage cart service on weekends, holidays, and during special events, outings, and tournaments. The beverage cart will be provided by the City for the selected vendor's use, however, the selected vendor will need to provide insurance coverage for any damage to the cart occurring during vendor's operation.

A proposed menu or menu items and prices should be included with the proposal. The final menu and prices will require City approval (as will any deviations therefrom). If a vendor is an established business (or owner of an established business), please include copies of all environmental health (restaurant) inspections for the established business for the past two years.

Alcoholic Beverages

The selected vendor shall properly train its employees with respect to the sale of alcoholic beverages. The City will work with the selected vendor to obtain the proper permits and licenses for the sale of alcoholic beverages; however, all costs associated with such permits and licenses will be the responsibility of the selected vendor.

Marketing and Advertisement

All marketing and advertisements must be approved by the City in advance, including any specific signage for the food and beverage service operations.

Maintenance

The selected vendor will be responsible for keeping the food service work spaces and dining areas clean and sanitary. A regular cleaning schedule must be established and conducted to ensure sanitary, clean, and safe conditions for the kitchen and dining areas. The selected vendor will be responsible for all daily maintenance and cleaning of restaurant equipment and facilities. The selected vendor will be responsible for repair of kitchen and bar equipment at no cost to the City.

Modifications to Existing Kitchen Space

Any modifications or improvements to the kitchen space and dining area will be the responsibility of and at the expense of the selected vendor and will require advance written approval from the City before modifications and/or improvements occur. The selected vendor will be responsible for complying with all applicable zoning and building ordinances and obtaining any required permits and inspections.

Utilities

The City will provide utilities (water, electricity, and gas, if applicable) for the food and beverage operation at no additional cost to the selected vendor.

Compliance with Applicable Laws

The selected vendor will be responsible for compliance with applicable federal, state, and local laws, ordinances, statutes, rules, and regulations including but not limited to state and local health department requirements regarding health and sanitation. The selected vendor will be responsible to ensuring all their employees comply with the above and shall not employ a person who is unwilling or unable to comply.

Auditing of Financial Reports

The selected vendor will be subject to audit of financial reports at the request of the City. The selected vendor will be required to keep all financial records applicable to this lease for a minimum of seven (7) years. The City will be responsible for the cost of any required audit.

TOBACCO PRODUCTS

The selected Vendor and its employees/subcontractors shall comply with all building policies, regulations, schedules and rules as set out and required by the City and the State of Tennessee. Please note smoking and the use of tobacco products, including e-cigarettes, is prohibited inside City facilities.

LEASE TERM

The lease resulting from this Request for Proposals will have an initial term through December 31, 2022, with up to three (3) additional calendar-year options to renew upon the mutual consent of both parties.

INSURANCE REQUIREMENTS

The selected vendor shall be responsible for obtaining and maintaining during the term of this Agreement, at his or her own expense, Public Liability and Property Damage Insurance coverage in the amount of \$1,000,000 for each occurrence and in the amount of \$100,000 for damage to property naming the City as an additional insured. The selected vendor shall furnish the City with certificates showing insurance is in effect continuously during the term of the lease agreement. The selected vendor covenants and agrees not to do or permit anything to be done on the premises which would invalidate any policy of insurance which the City or the selected vendor may now or hereinafter have on the premises, the improvements thereon or on all common areas adjacent hereto.

The selected vendor may, if desired, carry for the selected vendor's own benefit and protection and at the selected vendor's own expense insurance coverage on the selected vendor's personal property, inventory and trade fixtures located on the premises, insuring the same against fire or other perils (it being understood that the City does not carry and shall not be obligated to carry any such coverage for the benefit of the selected vendor). The City shall bear no responsibility for damage to or theft of property or personality of the selected vendor.

QUESTIONS

For questions, please contact Mike Callender at mcallender@oakridgetn.gov. Any interpretation or clarification given in accordance with this provision shall be in writing and will be distributed to all known respondents and posted on the City's website. Only questions answered in writing will be binding. Oral and other interpretations or clarifications will be without legal effect.

MINIMUM PROPOSAL REQUIREMENTS

- (1) Include a narrative background of vendor's ability and experience in providing food and beverage service operations, business experience, length of time in business, description of business, and number of employees.
- (2) Identify the food, beverages, and services vendor proposes to provide along with prices for each item. (Proposed menu)
- (3) Describe vendor's food safety procedures.

- (4) Describe any improvements you propose to the kitchen and dining areas. (This does not preclude proposals for additional improvements at a future date for the selected vendor)
- (5) Provide at least three (3) references indicating recent experience pertaining to food and beverage operations. References should include company/organization name, contact person, telephone number, and the approximate dates (year) in which food services were provided to said company/organization.
- (6) An explanation of routine cleaning and preventative maintenance schedules intended to assure optimum operation of equipment and prevent operating problems.
- (7) Proposed days and hours for operation.
- (8) The selected vendor shall propose an annual rent to the City of Oak Ridge. The rate may be a percentage of gross annual sales for the calendar year, a flat rate per month, or a combination thereof.
- (9) A statement outlining how the vendor will document and report revenues and expenditures.

CONDITIONS FOR RESPONDING

1. **Scope:** The following terms and conditions shall prevail unless otherwise modified by the City within this proposal document.
2. **Reservation of Rights:** The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of any proposal deemed to be in the best interests of the City. The City reserves the right to request clarification of information submitted, and to request additional information from any respondent. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the City reserves the right to award or reject any portions of the proposal.
3. **Completing proposal:** All information must be legible. Any and all corrections and/or erasures must be initialed. The Proposal Sheet must be provided. A neatly typed document of reasonable length is preferred. Proposals shall be prepared simply and economically providing a straightforward, concise description of the respondent's capabilities and experience to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Expenses incurred in developing and submitting a proposal is borne entirely by the respondent.
4. **Confidentiality of proposal information:** Each proposal and supporting documents must be submitted in a sealed envelope. All proposals and supporting proposal documents become public information after the proposal opening and are available for inspection by the general public.
5. **Accuracy of proposal:** It is necessary that any and all information presented is accurate and/or will be that by which the respondent will complete the contract.
6. **Addenda:** All changes in connection with this proposal will be issued in the form of a written addendum and sent to known respondents. Signed acknowledgement of receipt of each addendum must be submitted with each proposal (see proposal sheet). Oral instructions, clarifications, and additional information supplied by the City representatives are not binding.
7. **Late proposals and modification or withdrawals:** Proposals received after the designated deadline shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal deadline. All such transactions must be submitted in writing and received prior to the proposal deadline.

8. Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the respondent for ninety (90) calendar days after the proposal opening. The City may award a contract/lease to another vendor if the originally selected vendor does not execute the necessary legal instruments within seven (7) days after notice of award.
9. Disclaimer of liability: The City will not hold harmless or indemnify any respondent for any liability whatsoever.
10. Law governing: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Tennessee and applicable U.S. laws.
11. Anti-discrimination clause: No respondent to this request shall in any way, directly or indirectly, discriminate against any person because of race, creed, color, national origin, religion, age, sex, sexual orientation, disability or other legally protected status.
12. Conditional proposals: Conditional proposals are subject to rejection in whole or in part.
13. Responsible companies: Nothing herein is intended to exclude any responsible company or in any way restrain or restrict competition. On the contrary, all responsible companies are encouraged to submit proposals.
14. City Officers and Employees Not to have Conflict of Interest: No contract shall be made with any officer or employee of the City or any firm or corporation in which any officer or employee of the City has a conflict of interest.

SELECTION PROCESS

A City Staff Committee will review and analyze each written submittal. Initial selection may be made of respondents deemed to be fully qualified and best suited among those submitting proposals on the basis of the factors involved in this RFP. Interviews may be conducted with a short list of respondents. After the interviews have been conducted the Committee will rank the respondents. The City requires that the respondent's project manager attend any interview. Lease agreement negotiations will be initiated with the highest ranking respondent and, if unsuccessful in arriving at a mutually acceptable lease, negotiations will occur with the next highest ranked respondent and so on, until a mutually acceptable lease is prepared. The lease must be approved by the City Attorney and City Council.

FOOD & BEVERAGE OPERATIONS AT GOLF COURSE

Request for Proposal

City of Oak Ridge, Tennessee

Proposal Cover Sheet

Sealed proposals due by January 8, 2020 at 2:00 p.m., local time, as follows:

By mail:

Attn: Mike Callender
Recreation and Parks Department
City of Oak Ridge
P.O. Box 1
Oak Ridge, Tennessee 37831

By express mail or personal delivery:

Attn: Mike Callender
Recreation and Parks Department
City of Oak Ridge
1403 Oak Ridge Turnpike
Oak Ridge, Tennessee 37830

PROPOSAL SUBMITTED BY:

Individual or Company: _____

Physical Address: _____

Mailing Address: _____

Contact Name: _____

Phone: _____ Fax: _____

E-mail: _____

Tax ID Number: _____

Proposer acknowledges receipt of the following addenda

Addendum No. _____ Date: _____ Addendum No. _____ Date: _____

Proposer attests that no officers or employees of the City of Oak Ridge are members of, or have financial interest in, the business submitting this proposal.

Signature of Authorized Person for Respondent

Printed Name