

RFP20-11

City of Concord, New Hampshire

Purchasing Division

**OPERATION OF FOOD CONCESSION AT
BEAVER MEADOW GOLF COURSE**

Prepared for, and in coordination with the

**GENERAL SERVICES DEPARTMENT
GROUNDS DIVISION**

Contract Documents
Proposal Documents
Specifications

Firm: _____

**PROPOSAL DUE DATE/TIME: JANUARY 28, 2011
NOT LATER THAN 2:00 PM**



City of Concord, New Hampshire

PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET

CONCORD, NH 03301

(603) 225-8530 FAX: (603)230-3656

www.concordnh.gov/Purchasing

REQUEST FOR PROPOSALS

The City of Concord, New Hampshire wishes to engage the services of a qualified private firm to provide food concession services for the Beaver Meadow Golf Course located at 1 Beaver Meadow Drive, Concord, NH 03301. The firm must be lawfully engaged in providing food concession services in the State of New Hampshire.

An overview and detailed specifications are provided later in this Request for Proposals (RFP).

Proposals must be received **not later than 2:00 PM on January 28, 2011** from interested firms, to be eligible for consideration by the City. Each proposal shall be submitted to the **Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301** in a sealed envelope which is clearly marked,

"RFP20-11

OPERATION OF FOOD CONCESSION AT BEAVER MEADOW GOLF COURSE"

Requests may be issued only by the Purchasing Manager, or his designee, to authorized firms, and are not transferable unless authorized by the Purchasing Manager or his designee.

Specifications are available from the Purchasing Division, City of Concord, Combined Operations & Maintenance Facility, 311 North State Street, Concord, NH 03301 (603-225-8530).

It is recommended that all proposers view the premises and facilities for this operation. Unless otherwise stated in writing, submission of a proposal will indicate that the premises and facilities are acceptable, in satisfactory condition and adequate for the required food concession services. Appointments to view the

premises/facilities must be made in advance with Mr. Bernard “Sid” Chase, Golf Course Manager at (603) 225-7033.

The Concessionaire shall deposit with the City of Concord, the sum of Five Hundred Dollars (\$500.00), to be held by the City of Concord (in a non-interest bearing account) as security for any damage which may be sustained by acts attributable and/or the responsibility of the concessionaire. At the termination of this contract, the funds remaining in this account shall be returned to the Concessionaire after due inspection has been made of the premises by the Golf Course Manager and/or his designee.

All statements received will be considered confidential and not available for public review until after a vendor has been selected.

The City reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the City, or to purchase on the open market if it is considered in the best interest of the City to do so.

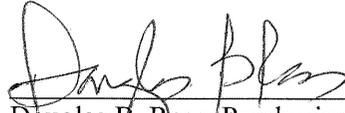
Failure to submit all information as detailed on the Proposal Submission Checklist on Page 24 and/or submission of an unbalanced proposal are sufficient reasons to declare a proposal as non-responsive and subject to disqualification.

All proposals are advertised, at the City’s discretion, in various publications and are posted publicly as detailed below:

Name	Advertising Medium	Address	Phone/Fax	Email and Web Address
City of Concord, NH	Posted on City Website and in City Hall Lobby	41 Green Street, Concord NH 033301	603.225.8530 603.230.3656(fax)	purchasing@onconcord.com www.onconcord.com/purchasing
Associated General Contractors	Bid House	48 Grandview Drive, Bow NH 03304	603.225.2701 603.226.3859(fax)	plansroom@agcnh.org http://nh.agc.org
Construction Summary of NH	Bid House	734 Chestnut St, Manchester NH 03104	603.627.8856 603.627.4524(fax)	info@constructionsummary.com www.constructionsummary.com
Bid Ocean	Bid House	PO Box 40445, Grand Junction, CO 81501	866.347.9657 877.356.9704(fax)	bids@bidocean.com www.bidocean.com
McGraw Hill Construction	Bid House	880 Second Street,	603.645.6554 603.645.6714(fax)	Priscilla_littlefield@mcgraw-hill.com www.construction.com

		Manchester NH 03102		
New England Construction News - CDC News	Bid House	100 Radnor Rd S-102, State College, PA 16801	1.800.652.0008 1.888.285.3393(fax)	mweaver@cdcnews.com www.cdcnews.com

CITY OF CONCORD, NH



Douglas B. Ross, Purchasing Manager

Date: 1/6/11

Proposal Due Date/Time: January 28, 2011 not later than 2:00 PM

GENERAL TERMS AND CONDITIONS

PREPARATION OF PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Proposer or the Proposer's authorized representative. The person signing the proposal shall initial any corrections to entries made on the proposal forms.

Proposers must quote on all requested services unless specific directions in the advertisement, on the proposal form or in the special provisions allow for partial proposals. Failure to quote on all services may disqualify the proposal. When proposals on all services are not required, Proposers shall insert the words "no proposal" where appropriate.

Alternative proposals will be considered, unless otherwise stated, only if the alternate is: (1) Described completely, including, but not limited to specifications sufficient so that a comparison to the request can be made; and (2) Submitted as part of the base proposal response, i.e. it shall not be a separate document which could be construed as a second proposal.

Unless otherwise stated in the Request for Proposal (RFP), the Proposer agrees that the proposal shall be deemed open for acceptance for **sixty (60) calendar days** subsequent to submittal to the City of Concord.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Manager (dross@concordnh.gov or (603) 230-3656-Fax) no later than **seven (7) calendar days** before the Request for Proposals due date to be considered. Any changes to the Request for Proposals will be provided to all Proposers of record.

The Proposer shall not divulge, discuss or compare this proposal with the proposal of any other Proposers and shall not collude with any other Proposer or parties to a proposal whatever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of services is allowed. Any such violation will result in the rejection of the offender's proposal or termination of the offender's contract, as applicable, and removal from the Proposal List).

The vendor may be required to supply proof of compliance with proposal specifications. All costs for such proof or certificates of compliance shall be the responsibility of the vendor.

Unless otherwise stated, all prices are F.O.B.: Destination. No charge for packing or drayage will be allowed. All deliveries are to be pre-paid, C.O.D.'s will not be accepted. Each shipment shall be identified by Purchase Order and/or RFP number, commodity description and packing list. All items, packages, etc. shall have clearly identifiable external markings or tags for ease of identification.

SUBMISSION OF PROPOSALS:

Proposals must be submitted as directed in the Request for Proposals, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or e-mailed will not be accepted.

WITHDRAWAL OF PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written, faxed, e-mailed or telegraphic request of the Proposer to the Purchasing Agent. Negligence on the part of the Proposer in preparing this proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening. Proposals may not be withdrawn for a period of sixty (60) days after the date of opening indicated herein or as modified by addenda.

PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL:

If more than one proposal is offered by any one party, or by any person or persons representing a party, all such proposals shall be rejected. A party who has quoted prices to a Proposer is not thereby disqualified from quoting prices to other Proposers or from submitting a direct proposal in its own behalf.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Proposals. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All proposals and fee proposals received shall be considered confidential and not available for public review until after a vendor has been selected. All proposals shall be subject to negotiations prior to the award of a contract.

NO TELEPHONE REQUESTS FOR RESULTS WILL BE ACCEPTED OR GIVEN.

TIE PROPOSALS:

When identical Proposals are received, with respect to cost, service delivery, quality of service and an institution's financial adequacy award may be made by a toss of coin, with the following exception: When a tie proposal exists between a local (a business establishment within City limits) Proposer and an out-of-town Proposer, preference will be given to the local Proposer. Any Proposer having a local agent who is a bona fide resident of the City is considered a local Proposer. If a tie proposal exists between two local Proposers, or two out-of-town Proposers, the decision may be made by a toss of coin.

LIMITATIONS:

This Request for Proposal (RFP) does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this RFP, if it is in the best interest of the City to do so.

PROPOSAL EVALUATION:

In an attempt to determine if a proposer is responsible, the City, at its discretion, may obtain technical support from outside sources. Each proposer will agree to fully cooperate with the personnel of such organizations.

AWARD OF CONTRACT:

Any contract entered into by the City shall be in response to the proposal and subsequent discussions. It is the policy of the City that contracts are awarded only to responsive and responsible Proposers. In order to qualify as responsive and responsible, a prospective vendor must meet the following standards as they relate to this request:

- Have adequate financial resources for performance or have the ability to obtain such resources as required during performance;
- Have the necessary experience, organization, technical and professional qualifications, skills and facilities;
- Be able to comply with the proposed or required time of completion or performance schedule;
- Have a demonstrated satisfactory record of performance; and
- Adhere to the specifications of this proposal and provide all documentation required of this proposal

The contract will be awarded to a responsive and responsible Proposer based on the qualifications, experience and work plan of the Proposer, the Proposer's ability to provide ongoing technical support, the Proposer's timeframe for providing the requested service and the Proposer's fee/price proposal. **See the proposal evaluation sheet for more detail concerning how each proposal shall be evaluated.** The Proposer selected will be the most qualified and not necessarily the Proposer with the lowest price.

The City of Concord reserves the right to waive any formality, informality, information and/or errors in the proposals submitted and the right to reject any or all proposals at its discretion and to accept the proposal which will be in the best interest of the City; or to purchase on the open market if it is considered in the best interest of the City to do so. In case of error in the extension of prices, the unit prices proposed shall govern and the unit prices in writing shall take precedence over the unit prices in figures. Also, in the event of a discrepancy between the total of the items and the lump sum total stated, the total of the items shall govern.

MODIFICATIONS AFTER AWARD:

The City reserves the right to incorporate minor modifications, which may be required by it. The Vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request of it can prove that the timing or extent of the modifications implies a major effort on its part.

CANCELLATION OF AWARD:

The City reserves the right to cancel the award without liability to the Proposer at any time before a contract has been fully executed by all parties and is approved by the City.

CONTRACT:

Any Contract between the City and the Vendor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the RFP shall govern. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements contained in the RFP and the Vendor's proposal. In all other matters, not affected by written clarification, if any, the RFP shall govern. The submitter is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the City, along with the fully executed surety bonds, within ten (10) calendar days from the date mailed or otherwise delivered to the successful bidder.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the successful Proposer, the owner shall complete the execution of the agreement in accordance with local laws or ordinances and return the fully executed agreement to the Contractor. Delivery of the fully executed agreement, along with a Notice to Proceed and a City purchase order, to the Contractor shall constitute the City's approval to be bound by the successful Proposer's proposal and the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer shall be just cause for cancellation of the award.

DISQUALIFICATION:

Awards will not be made to any person, firm or company in default of a contract with the City, the State of New Hampshire or the Federal Government.

INSURANCE:

The successful proposer shall procure and maintain insurance, in the amounts and coverage detailed by the proposal documents, acceptable to the City, at the proposer's sole expense, with reputable and financially responsible insurance companies, insuring against any and all public liability, including injuries or death to persons and damage to property, arising out of or related to the goods or proposer's performance hereunder and shall furnish to the City certificates of such insurance and renewals thereof signed by the issuing company or agent upon the City's request. Such certificates shall name the City of Concord as an additional insured. Such policies shall provide for cancellation only subsequent to 30 days prior written notice to the City.

The City's examination of, or failure to request or demand, any evidence of insurance hereunder, shall not constitute a waiver of any requirement and the existence of any insurance shall not limit the proposer's obligation under any provision hereof.

Except to the extent of comparable insurance acceptable to, or express waiver by the City, the proposer shall, or shall cause any carrier engaged by the proposer, to insure all shipments of goods for full value.

If the agreement with the proposer involves the performance of work by the proposer's employees at property owned or leased by the City, the proposer shall furnish such additional insurance as the City may request in respect thereof, but in any event and without such request, workers' compensation insurance and unemployment compensation insurance as required by laws of the State of New Hampshire and public and automotive liability and property damage insurance. In no event shall such employees of the proposer be deemed to be the employees of, or under the direction or control of the City for any purpose whatsoever.

WORKER'S COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform with the requirements of RSA 281 Title XXIII, Section 281-A:2 with close attention to sections VI(a), VI(c) and VII(a) as well as Section 281-A:4.

DISAGREEMENTS AND DISPUTES:

All disagreements and disputes, if any, arising under the terms of any agreement, either by law, in equity, or by arbitration, shall be resolved pursuant to the laws and procedures of the State of New Hampshire, in which state any agreement shall be deemed to have

been executed. No action at law, or equity, or by arbitration shall be commenced to resolve any disagreements or disputes under the terms of any agreement, in any jurisdiction whatsoever other than the State of New Hampshire and Merrimack County.

TERMINATION OF CONTACT FOR CAUSE:

If, through any cause, the Vendor shall fail to furnish in a timely and proper manner its obligations under any Contract, or if the Vendor shall violate any of the covenants, agreements or stipulations of any Contract, the city shall thereupon have the right to terminate any Contract by giving written notice to the Vendor of such termination. In such event, all finished or unfinished work, services, plans, data programs and reports prepared by the Vendor under this Contract shall become the City's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of any contract, and the City may withhold any payments until such time as the exact amount of damages due the City is determined.

TERMINATION FOR THE CONVENIENCE OF THE CITY:

The City may terminate any contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

In that event, all finished or unfinished work, services, documents and materials shall become the City's property. If any Contract is terminated by the City as provided herein, the Vendor will be paid an amount which bears the same ratio to the total compensation as the services covered by any contract, less payments of compensation previously made.

ASSIGNMENT PROVISION:

The contractor/vendor hereby agrees that it will assign to the City of Concord all cause of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Concord.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports and documentation prepared pursuant to any contract between the City of Concord and the successful vendor shall belong exclusively to the City.

INVOICING:

Unless otherwise stated, invoices are to be submitted in duplicate upon delivery or pick-up to the user department or division. The invoice must include an itemization of all items, supplies, repairs or labor furnished, including unit list price, net price, extensions and total amount due. In addition, on projects that will involve partial/progress payments and/or retainage a summary statement in the following format will be provided with each invoice:

Original Contract Amount	\$\$\$\$\$\$\$\$
Plus/minus Change Orders	\$\$\$\$\$\$\$\$
Total Adjusted Contract Amount	\$\$\$\$\$\$\$\$
Work Completed to Date	\$\$\$\$\$\$\$\$
Less Previous Invoices	\$\$\$\$\$\$\$\$
Less Retainage (if any)	\$\$\$\$\$\$\$\$
Equals: Balance due this Invoice	\$\$\$\$\$\$\$\$
Balance Remaining on Contract	\$\$\$\$\$\$\$\$

All invoices must reference a valid City of Concord Purchase Order Number

PAYMENT:

Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.

ANY CASH DISCOUNT SHALL BE READ TO MEAN CITY PAYDAY, CPD.

TAX:

The City is exempt from all sales and Federal excise taxes. Our exemption number is 02-6000177. Please bill less these taxes.

FUNDING OUT:

The City of Concord's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

ASSIGNMENT OR SUB-CONTRACTING:

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.

EXCLUSIVITY:

This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.

COSTS:

Unless otherwise specified all costs listed are firm for the term of the contract and shall include all labor, material, transportation and discounts. No fuel surcharges shall be allowed at any time.

AUDIT:

For a period of at least three (3) years after completion of any contract, it is the responsibility of the vendor to make available at the vendor's place of business, upon demand, all price lists, documents, financial records and other records pertaining to purchases made and/or work performed under contract for the purposes of audit by the City of Concord.

INSPECTION & EVALUATION:

The City of Concord reserves the right to inspect the vendor's facilities during operating hours to determine that the level of inventory is adequate for the City's needs. The conditions and operations of the facility shall be taken into consideration in making the award of this contract.

FUGITIVE DUST AND NOISE ORDINANCES

All work shall be conducted in conformance with the City's Code of Ordinances, Title I, General Code:

1. Chapter 11, Public Nuisances, Article 11-3 Fugitive Dust: and
2. Chapter 13, Public Health, Article 13-6 Noise

The City's Code of Ordinances can be viewed on-line at www.concordnh.gov.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United State Postal Service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

ENERGY STAR® COMPLIANCE

The vendor shall provide products that earn the Energy Star® and meet the Energy Star® specifications for energy efficiency. The vendor is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

DISADVANTAGED BUSINESS ENTERPRISES

The City hereby notifies all Vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age or disability in consideration for an award.

NON-DISCRIMINATION

Contracts for work resulting from this Request for Proposals shall obligate the Vendor/Contractor and the Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

RSA 277:5-a

Effective 7/1/08 any person/vendor signing a contract to work on a construction, reconstruction, alteration, remodeling, installation, demolition, maintenance, or repair of any public work or building for the City of Concord with a total project cost of \$100,000 or more must be in compliance with RSA 277:5-a.

ELECTION DAY CONSTRUCTION POLICY

All City contracts that entail any element of construction in the public right of way shall prohibit work during the hours in which Concord is holding a primary, general or special election as determined by the Concord City Clerk. A copy of the complete Election Day Construction Policy can be viewed on-line at www.concordnh.gov/Purchasing.

DEFINITIONS:

Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services.

Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the City of Concord. Any disputes shall be resolved within the venue of the State of New Hampshire and Merrimack County.

FAILURE TO ACKNOWLEDGE THIS PROPOSAL MAY RESULT IN WITHDRAWAL FROM THE PROPOSAL LIST FOR THIS COMMODITY OR SERVICE.

FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE CANCELLATION OF AN ORDER OR CONTRACT.

SPECIFICATIONS AND GENERAL INFORMATION

This restaurant concession is offered by the City for the purpose of providing excellent food and beverage service including a full liquor license, at the Beaver Meadow Golf Course. Although the City endeavors to utilize the Golf Course for four season recreation, service to the golfer shall be considered the paramount objective of the operation.

UTILITIES

The City will furnish electricity, water and sewer, natural gas, local telephone and alarm service where it has previously existed. In case any interruption should occur in such services, the City will not be responsible, but will make every effort to restore service as soon as possible.

JANITORIAL SERVICES

The Concessionaire shall be responsible for the daily cleaning, picking-up, stocking of supplies, disinfecting, and exterminating services in all areas under his/her control. This will include all kitchen, dining, vending machines, clubhouse restrooms, patios and immediate surrounding areas. Supplies, such as, but not limited to, toilet paper, paper towels, soap, and deodorizers will be provided by the Concessionaire. **THE CITY SHALL PROVIDE A DUMPSTER FOR TRASH. THE CONCESSIONAIRE SHALL BE RESPONSIBLE FOR PLACING TRASH FROM CONCESSION BUSINESS INTO THE DUMPSTER.** The **CONCESSIONAIRE** agrees to separate recyclables into containers, provided by the **CITY**, for single stream recyclables.

The Concessionaire must keep all areas under his/her control, including trash and garbage storage areas, in a condition of cleanliness suitable to the requirements of the New Hampshire Health Department and the City of Concord Health Department.

EQUIPMENT

The City will provide, for the use by the Concessionaire, the following facilities for operation of the Concession and the storage of supplies and equipment relative thereto, as follows:

Beer Cooler	Security Alarm
Chairs	Sink (Bar)
Exhaust Hood	Sink (Dish Washing)
Freezer	Sink (Food)
Frialator	Sink (Hand Washing)
Grill	Tables (25)
Ice Machine	Walk-in Cooler
Dishwasher	Patio Furniture

A standard size refrigerator is currently not included in the equipment provided by the City. The City shall pay for repairs to its equipment, up to a maximum of \$1,000.00 per year, over the term of the agreement. Once this sum has been exceeded the responsibility for maintaining the City's equipment shall be the Concessionaire's. Required cleaning and inspection of range hood and grease trap shall be the responsibility of the concessionaire

OTHER EQUIPMENT

The Concessionaire may install, with the Golf Course Manager's permission, at his/her own expense, any other equipment which is necessary or desirable for the efficient operation of this concession. All such equipment shall be considered the personal property of the Concessionaire, and may be removed at the termination of the concession service by the City or the Concessionaire, unless amounts are due the City. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building or surrounding property.

EQUIPMENT MAINTENANCE

Responsibility for maintaining the equipment owned by the City shall be the responsibility of the:

1. City for the first \$1,000.00 of maintenance and repair costs per year over the term of the agreement.
2. Concessionaire after this \$1,000.00 sum has been exceeded.

All City owned equipment must be returned to the City at the end of the contract term in the same condition as at the beginning of the contract, less ordinary wear and tear. The Concessionaire shall ensure that all City equipment is in good order and repair at all times. Equipment that becomes unserviceable during the period of this contract must be replaced by the Concessionaire and will remain the property of the Concessionaire.

BUILDING and PLANT

Capital improvements to the building and plant will be the responsibility of the City but shall only be done at its discretion. The City plans to make approximately \$10,000 in capital improvements (building and/or equipment) during FY11. It is the intent of the City to discuss these improvements with the successful concessionaire, however, the final decision as to what shall constitute these capital improvements shall remain exclusively with the City. Repair and maintenance to the premises under the exclusive control of the Concessionaire shall be the responsibility of the Concessionaire. The Concessionaire shall be responsible for building security in all areas under his/her control. This shall include, but not be limited to, closing, locking, and properly alarming all doors (except Pro Shop doors) upon the daily close of business.

QUALITY OF PRODUCT AND PRICE

All food items served must be nutritious, wholesome, palatable, and of good quality. In order to ensure this type of food, the quality of same will be subject to the review of the City Health Department, its agents, assigns and consultants. The price of all products sold on the premises shall be competitive with prices for similar products sold by similar concessions at Concord area golf courses. The principal objective of this requirement being to ensure the public of excellent service, quality products, and reasonable prices.

A sample menu detailing all products, services and prices **MUST** be submitted as part of your proposal. **ANY** substantial changes to this menu must be approved by the Golf Course Manager.

PRICES TO BE POSTED

All food prices shall be openly and legibly posted on a bulletin board furnished by the Concessionaire or by menu readily available to the customer. In addition, in order to better market Golf Outings and Function Room rentals, a current menu with pricing shall be made available to the City for posting to the city web.

INSURANCE

The successful Concessionaire shall furnish to the City of Concord, prior to the start of any work, insurance certificates for comprehensive general liability, automobile liability, and worker's compensation, in accordance with the attached "Insurance Requirements for all Vendors".

LIQUOR LIABILITY

The Concessionaire will provide a certificate of insurance for liquor liability. Minimum coverage will be \$1,000,000 for each accident and \$1,000,000 location limit.

The Concessionaire shall be in full compliance with the New Hampshire State Liquor Commission's Title 13 (Alcoholic Beverages) and all applicable chapters.

ADVERTISING

No signs or other advertising matter may be placed on the premises without the written consent of the City. The Concessionaire may advertise the establishment in any media or by mailings and other communications with the written approval of the Golf Course Manager. The Concessionaire may not use his/her connection with the Beaver Meadow Golf Course in any advertisement for any other business in which the Concessionaire is involved.

PERSONNEL

The Concessionaire will, at all times, maintain an adequate staff of employees for the efficient operation of the business. All employees of the Concessionaire shall be dressed in neat and clean attire. The Concessionaire shall employ only competent and satisfactory workers. Whenever the City notifies the Concessionaire in writing that any person employed on the premises is, in its opinion, incompetent, disorderly, unsanitary, unsafe, or otherwise unsatisfactory, such a person shall be discharged and shall not again be employed at a City facility without the express written consent of the City.

MINIMUM HOURS OF OPERATION

The Golf Course hours of operation are 6:30 AM to 8:00 PM. The Concessionaire staff shall be on duty when the golf course opens on weekends and holidays, and no later than 8 am weekdays. The hours set forth are minimum standards and the Concessionaire may not vary from these minimum standards without the express approval of the Golf Course Manager. Despite the annual inclusive dates of this agreement, the Concessionaire **MUST** be open for business at any time the golf course is open to the public. The Beaver Meadow Clubhouse is a four-season clubhouse. The Banquet room is available for rental throughout the year. . The concessionaire will open, close and alarm the building for all rentals and events.

STATUTES, ORDINANCES AND REGULATIONS

Concessionaire will comply with all applicable statutes, ordinances, and regulations of all federal, state, county, and municipal governments, including those of the New Hampshire State Liquor Commission and the City of Concord, and shall procure, at the concessionaire's expense, all necessary licenses, permits and inspections required in connection with the operations described therein. Any alterations to the building, as required by any agency, will be the responsibility of the Concessionaire. All alterations must have City approval before implementation.

FINAL AUTHORITY

In order to guarantee the highest quality of service and merchandise being provided to the public, all questions relating to policies, prices, quality, cleanliness, and services must be settled to the satisfaction of the City.

SURVEY BY CONCESSIONAIRES

Potential Concessionaires are urged to visit the premises to view in detail the premises offered by the City. Questions on policy or questions regarding the proposal, prospectus, or the contract must be submitted in writing, not later than **seven (7) calendar days** prior to the proposal due date/time to Douglas B. Ross, Purchasing Manager, City of Concord, Combined Operations & Maintenance Facility,, 311 North State Street, Concord, NH 03301, (603)230-3656-Fax; dross@concordnh.gov..

ACCOUNTING METHODS AND PAYMENTS

1. Audits: The City shall have the authority to audit the Concessionaires books and records in order to protect the public interest. Such audits shall be supervised by the City and shall occur as deemed necessary by the City. At a minimum, an annual profit and loss statement, for the previous calendar year, with supporting documentation shall be provided to the City no later than March 1 of each year..
2. Accounting Records: The Concessionaire shall make available to the City copies of their Federal Income Tax Returns and Room and Meals Tax Returns when requested.
3. Audits by Public Accounting Firms: If requested, the Concessionaire shall provide an annual audit of the Concessionaires books by a public accounting firm, approved the City. A copy of the audit shall be filed with the City Finance Director.
4. Payments Under the Contract: Payments shall be made to the Treasurer, City of Concord, New Hampshire, in three equal payments to be made prior to June 30th, August 1st, and September 1st of each year.

MEETINGS

Meetings shall be held, at the request of the City, at a place and time mutually agreed upon by the City and Concessionaire. These meetings shall be for the purpose of, but not limited to:

1. Discussing current operational issues;
2. Presenting official requests for changes in schedules, prices, portions, products, or policies; and
3. Other pertinent issues which may arise.

DEMISED PREMISES

The Concessionaire shall have control of the kitchen, lounge, patios and function room located at the Beaver Meadow Golf Course facility. The Concessionaire shall have exclusive right to sell food and beverage at Beaver Meadow with the exception of a few Golf Outings and the FUTURES Tour (described below). The City reserves the right to increase or decrease the size of any of these areas when it determines it to be in the best interests of the public to do so. The Concessionaire shall make no alterations or repairs to the premises without first obtaining the written approval of the Golf Course Manager.

Function Hall Rentals. The **CONCESSIONAIRE** shall retain all revenue generated by the rental of the Beaver Meadow Golf Course function hall. All rentals shall be approved in advance by the Golf Course Manager. It is understood by the **CONCESSIONAIRE** that function hall rentals must not interfere with the **CITY'S** golf course business. In addition, the **CITY** reserves the right to use the function hall for **CITY** government functions as determined by the **CITY at no charge.**

FUTURES Tour. Beaver Meadow has hosted the LPGA's FUTURES for the last 5 years. It is scheduled to host the event the week of July 18 to 24, 2011. For this event the course will be closed for play to the general public. A large number of players, their families, volunteers and spectators will be on property, For this week the Concessionaire will work cooperatively with the Tour Organizers and the City to provide food and beverage service to the event. All alcohol served shall be through and for the profit of the Concessionaire

Outings and Events. The Greater Concord Chamber of Commerce and The Greater Concord Boys and Girls Club each provide their own meals for their respective outing. All alcohol served shall be through and for the profit of the Concessionaire. Other outings and events wishing to bring food or cater their own event shall negotiate directly with the Concessionaire at the time of booking the event

SECURITY

The Concessionaire shall deposit with the City of Concord, the sum of Five Hundred Dollars (\$500.00), to be held by the City of Concord (in a non-interest bearing account) as security for any damage which may be sustained by acts attributable and/or the responsibility of the concessionaire. At the termination of this contract, the funds remaining in this account shall be returned to the Concessionaire after due inspection has been made of the premises by the Golf Course Manager and/or his designee.

INSPECTION BY THE CITY

The Concessionaire shall allow the City access to the premises, at all reasonable hours, for the purpose of examining said premises and making necessary building repairs, or for any other purpose not unduly affecting the operation of the Concessionaire's business.

TERM OF AGREEMENT

The Concessionaire shall operate the Concession for a period of three (3) years. This agreement may be renewed, by mutual consent of the City and Concessionaire for up to three (3) three (3) year periods. Each year, the concession shall open for business on or about April 1 (subject to the opening of the golf course) and remain open until the end of the golf season. In addition, the City endeavors to utilize the golf course as a four season recreation area with activities such as cross country skiing. It is expected that the concessionaire operate in a limited capacity in the off season as activity dictates.

TYPE OF OPERATION

The Concessionaire shall provide food, malt beverages, soft drinks and liquor, of a type and in a manner consistent with the operation of a public golf course, however, keeping in mind the peculiarities of the Beaver Meadow Golf Course. The prime purpose of this Concession is to broaden the services available to the golfing public while raising revenue for the City.

EVALUATION OF PROPOSALS

The City has estimated that the potential gross income per season from the operation of the Concession to be approximately \$220,000.00 (based on 2009 Season). For the purpose of this RFP, the City shall utilize this figure, the qualifications of the Concessionaire, the sample menu, the responses to the questionnaire and the attached evaluation sheet as the basis for its evaluation. The City does not guarantee this estimated gross income.

TERMINATION

The Concession may be cancelled by the City in the event of the Concessionaire's failure to perform, to keep and observe any of the conditions set forth or in this Request for Proposals. Any material misrepresentations contained in the proposal or in the Concessionaire's qualifications may constitute the basis for termination.

QUALITY OF SERVICE

In order to guarantee the highest quality of service and merchandise provided to the public any questions relating to policies, prices, quality, cleanliness and services must be settled to the satisfaction of the City. If the City determines that the Concessionaire is failing to perform under the terms as set forth in this Request for Proposals, or if the Concessionaire fails to supply adequate service to the users of the facilities, the City may notify the Concessionaire, in writing, of the default. This notice will describe the default or failure and provide a remedy with a reasonable time stated for implementing the remedy. If the Concessionaire fails to remedy the situation to the satisfaction of the City, the City shall have the right to take immediate possession of the premises from the Concessionaire and the Concessionaire will promptly, and in good condition (ordinary wear-and-tear excepted), surrender the premises and property to the City.

PERSONAL PROPERTY

All equipment and personal property bought, installed or placed by the Concessionaire on the premises after the signing of an Agreement between the City and the Concessionaire shall be deemed the Concessionaire's personal property. The Concessionaire shall have the right to remove the same at the end of the contract term provided that the Concessionaire is not in default on rental payments to the City or repairs to the premises for which the Concessionaire is responsible.

RIGHTS

With the exception of any action involving monetary damages, the Concessionaire shall waive all rights to question the reasonableness of the City's termination of any agreement subsequent to this Request for Proposals.

MODIFICATIONS OR EXTENSIONS

The Request for Proposals, the successful concessionaires proposal and all subsequent contract documents shall be considered to contain all understandings, covenants and agreements between the parties and the provisions contained therein. It shall not be modified or amended except by written agreement, duly executed by both parties. No waiver of default by the City of any of the terms, covenants hereof to be performed, kept and observed by the Concessionaire shall be construed as acting as a waiver of any subsequent default, and the acceptance of rent, during or after a default, shall not be deemed as a waiver of any right on the part of the City.

NOTICES

Notice to the City shall be sufficient if addressed to:

Bernard Chase, Golf Course Manager
General Services Department
311 North State Street
Concord, New Hampshire 03301

and sent by certified mail, postage prepaid. The Concessionaire shall supply in writing the name and address to which the City may send notices by certified mail. The Concessionaire shall within ten (10) days of notice of the award of the contract, execute an agreement incorporating the terms of this RFP.

**CITY OF CONCORD, NEW HAMPSHIRE
PROPOSAL SHEET
RFP20-11, OPERATION OF FOOD CONCESSION
AT
BEAVER MEADOW GOLF COURSE**

Pursuant to and in compliance with the terms, conditions and specifications of RFP20-11, the undersigned proposes to operate the concession located at the Beaver Meadow Golf Course and to pay thereof as set forth below:

OPTION 1: The successful Concessionaire shall be bound by the City's exclusive contract for beverage distribution and shall sell only the products provided by its distributor (Coca-Cola or Pepsi Bottling Group).

Total Annual Fee. Payable to the City, in advance, in three (3) equal installments not later than June 30, August 1 and September 1:

Figures: _____

Written: _____

OPTION 2: The successful Concessionaire shall agree to sell:

- 1. The products distributed by the City's exclusive beverage distributor (Coca Cola or Pepsi Bottling Group); and**
- 2. Any products not provided by the City's exclusive beverage distributor (Snapple etc)**

Total Annual Fee. Payable to the City, in advance, in three (3) equal installments not later than June 30, August 1 and September 1:

Figures: _____

Written: _____

OPTION 3: The successful Concessionaire shall not be bound by the City's agreement for beverage sales and shall be allowed to enter into his/her own agreements with any beverage distributor(s) for beverage sales.

Total Annual Fee. Payable to the City, in advance, in three (3) equal installments not later than June 30, August 1 and September 1:

Figures: _____

Written: _____

**CITY OF CONCORD, NEW HAMPSHIRE
PROPOSAL SHEET
RFP20-11, OPERATION OF FOOD CONCESSION
AT
BEAVER MEADOW GOLF COURSE**

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Written: _____

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- 2. Any products not provided by the City's exclusive beverage distributor (Snapple etc)**

Total Annual Fee. Payable to the City, in advance, in three (3) equal installments not later than June 30, August 1 and September 1:

Figures: _____

Written: _____

OPTION 3: The successful Concessionaire shall not be bound by the City's agreement for beverage sales and shall be allowed to enter into his/her own agreements with any beverage distributor(s) for beverage sales.

Total Annual Fee. Payable to the City, in advance, in three (3) equal installments not later than June 30, August 1 and September 1:

Figures: _____

Written: _____

THE PROPOSING CONCESSIONAIRE MAY SUBMIT AN ANNUAL FEE ON ANY COMBINATION OF OPTIONS 1, 2 OR 3.

THE CITY RESERVES THE RIGHT TO SELECT THE OPTION IT FEELS IS IN IT'S BEST INTEREST.

CONTRACT PERIOD FOR EACH YEAR IS FROM APRIL 1 (OR WHENEVER THE GOLF COURSE OPENS TO THE PUBLIC) THROUGH THE SUNDAY PRIOR TO THANKSGIVING (OR WHENEVER THE GOLF COURSE CLOSES TO THE PUBLIC).

THE UNDERSIGNED ACKNOWLEDGES:

1. THAT HE/SHE IS AN AUTHORIZED AGENT OF THE VENDOR SUBMITTING THIS BID
2. THE RECEIPT OF THE FOLLOWING ADDENDA _____
3. THE FIRM SUBMITTING THIS BID HAS NEVER DEFAULTED ON ANY MUNICIPAL, STATE, FEDERAL OR PRIVATE CONTRACT

COMPANY: _____

SIGNED BY: _____

PRINTED OR TYPED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOLL FREE NUMBER: _____ E-MAIL: _____

CELL PHONE NUMBER: _____ PAGER: _____

PRIMARY POINT OF CONTACT: _____

PAYMENT TERMS AND CONDITIONS: _____

PLEASE FILL OUT, SIGN AND RETURN TO:

The City of Concord
Douglas B. Ross, Purchasing Manager
Combined Operations & Maintenance Facility
311 North State Street
Concord, NH 03301
603-225-8530

Due Date/Time: January 28, 2011 Not Later Than 2:00 PM

CITY OF CONCORD, NEW HAMPSHIRE
SPECIFICATIONS EXCEPTION FORM

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the City of Concord to ferret out information concerning the materials, which you intend to furnish.

If your bid/quotation does not meet all of our specifications you **must** so state in the space provided below:

Proposals on equipment, vehicles, supplies, service and materials not meeting specifications may be considered by the City, however, all deviations must be listed above.

If your proposal does not meet our specifications, and your exceptions are not listed above, the City of Concord may claim forfeiture on your proposal bond, if submitted.

Signed: _____

I DO meet specifications

Signed: _____

I DO NOT meet specifications as listed in this bid; exceptions are in the space provided.

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company – Enter the tax classification (D=Disregard entity, C= Corporation, P= Partnership) <input type="checkbox"/> <input type="checkbox"/> Other	Exempt from backup withholding <input type="checkbox"/>
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	City of Concord 41 Green Street Concord NH 03301
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social Security number –	Employer identification number –
--------------------------	----------------------------------

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

Sign Here	Signature of U.S. Person	Date:
------------------	--------------------------	--------------

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Pursuant to IRS Regulations, you must furnish your Taxpayer Identification Number (TIN) to the City whether or not you are required to file tax returns. If this number is not provided, you may be subject to required withholding on each payment made to you. To avoid this withholding & to ensure that accurate tax information is reported to the IRS, **A RESPONSE IS REQUIRED.**

**CITY OF CONCORD, NEW HAMPSHIRE
RFP20-11, OPERATION OF FOOD CONCESSION AT
BEAVER MEADOW GOLF COURSE
THE FOLLOWING INDEMNIFICATION AGREEMENT SHALL BE, AND IS
HEREBY A
PROVISION OF ANY CONTRACT**

The successful Concessionaire agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all concessionaires, sub-concessionaires, contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the Concessionaire in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL ADDRESS _____

Failure to submit this form with your RFP response may result in your Proposal being rejected as unresponsive.

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE

1. NAME OF ORGANIZATION (Specify type – whether an individual, partnership, corporation or other legal entity) _____

2. BUSINESS ADDRESS _____

3. IF A CORPORATION – Give names and addresses of corporate officers and amount of stock owned by each, either legally or equitably, and the name and address of each stockholder. Also indicate when and where incorporated and if qualified to do business in the State of New Hampshire. Give names and addresses of the Board of Directors. List names and addresses of all persons having financial interest, direct, or indirect in the corporation.

4. IF A PARTNERSHIP OR OTHER NON-CORPORATE ENTITY – Give names and addresses of all partners or all persons having any financial interest, direct or indirect, in the organization, and specify the nature of such interest.

5. State the number of years that the organization, under its present name, has been in the food and beverage concession business _____

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE – (Cont'd)
(Confidential)

6. State the experience, qualifications and background of all persons having management control of the organization in the food and beverage concession business.

7. List chronologically the concession operation or similar business presently or heretofore operated by the organization, or by persons having management control of the organization.

8. List all pertinent information indicating the ability of the organization and its management personnel to operate a successful concession on the premises giving full and adequate service to the users of the Beaver Meadow Golf Course.

9. References:

A. Bank _____

B. Suppliers _____

QUALIFICATIONS OF PROPOSER AND QUESTIONNAIRE – (Cont'd)
(Confidential)

10. Do you intend to expand on the minimum hours of operation?
Yes _____ No _____ If answer is yes, please list below hours and dates you propose.

11. List your staffing of concession indicating number of people, classification and hours and days for each.

SIGNATURE: _____

COMPANY: _____

PLEASE COMPLETE, SIGN AND RETURN WITH YOUR PROPOSAL.

City of Concord, New Hampshire
RFP20-11, Operation of Food Concession at Beaver Meadow Golf Course
Insurance Requirements for All Concessionaires

Additional Coverage is Required if Checked **Minimum Limits Required**

Commercial General Liability

General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Advertising	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 10,000

- Occurrence
- Claims Made

Additional Coverage to Include

- Owners & Contractors' Protective – Limit NA
- Underground/Explosion and Collapse

Commercial Automobile Liability

Combined Single Limit	\$1,000,000
-----------------------	-------------

- Any Auto, Symbol 1
- Include Employees as Insured

Additional Coverage to include:

- Garage Liability NA
- Garage Keepers Legal Liability NA

Workers Compensation

NH Statutory including Employers Liability	
- Each Accident/Disease-Policy Limit/Disease-Each Employee	\$100,000/\$500,000/\$100,000

Commercial Umbrella

May be substituted for higher limits required above	<u>NA</u>
<input type="checkbox"/> Follow Form Umbrella on ALL requested Coverage	

Other

- 1. Liquor Liability (Each Incident/Location Limit) \$1,000,000
- 2. Builders Risk – Renovation Form
 - All Risk completed value form including Collapse NA
 - Sublimit for Soft Cost Coverage NA
- 3. Installation Floater (Equipment) NA
- 4. Riggers Liability NA
- 5. Environmental – Pollution Liability NA
- 6. Aviation Liability NA
- 7. Watercraft – Protection & Indemnity NA

(X) The City of Concord must be named as Additional Insured

NOTICE OF AWARD

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP20-11

PROJECT: Operation of Food Concession at Beaver Meadow Golf Course

CITY CONTRACT NO.: RFP20-11

CONTRACT FOR: Operation of Food Concession at Beaver Meadow Golf Course

You are notified that your Proposal opened on January 28, 2011 for the above Contract has been considered and accepted for you to provide food concession services at the Beaver Meadow Golf Course. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP20-11 and all addenda) and the **CONCESSIONAIRE'S** proposal dated _____.

The **CONCESSIONAIRE** shall pay to the **CITY**, in three equal payments (not later than July 1, August 1 and September 1), the annual sum of _____ **Dollars (\$ _____)**.

One original of the Agreement accompanies this Notice of Award.

You must comply with the following conditions precedent within ten (10) calendar days of the date of this Notice of Award, which is by _____, 2011. You must deliver to the **CITY**:

1. One fully executed counterpart of the Agreement;
2. Your insurance certificate(s), naming the **CITY** as an additional insured, meeting the minimum required types and levels of coverage;
3. A copy of your current liquor license with the State of New Hampshire; and
4. \$500 Security Deposit.

Failure to comply with these conditions within the time specified will entitle the **CITY** to consider your proposal abandoned and to annul this Notice of Award.

Within ten (10) calendar days after you comply with these conditions, the **CITY** will return to you one fully signed counterpart of the Agreement.

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING AGENT
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT/GROUNDS DIVISION

AGREEMENT

THIS AGREEMENT, made this _____ day of _____ by and between The City of Concord, New Hampshire, hereinafter called "**CITY**" and _____ doing business as a sole proprietorship hereinafter called "**CONCESSIONAIRE**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONCESSIONAIRE** will commence and provide the food concession services at the Beaver Meadow Golf Course. All terms, conditions, specifications and prices shall be in accordance with the **CITY'S** Request for Proposals (RFP20-11 and all addenda) and the **CONCESSIONAIRE'S** proposal response opened on January 28, 2011.
2. The **CONCESSIONAIRE** will furnish all of the material, supplies, tools, equipment, labor and other services identified by RFP20-11 and all addenda and necessary for the complete operation of the food concession services at the Beaver Meadow Golf Course as described herein.
3. The **CONCESSIONAIRE** will commence the work required by the **CONTRACT DOCUMENTS** upon contract signing. The **CONCESSIONAIRE** shall operate the Concession for a period of three (3) years. This **CONTRACT** may be renewed, by mutual consent of the **CITY** and **CONCESSIONAIRE**, for up to three (3) additional three (3) year periods.
4. The **CONCESSIONAIRE** agrees to provide all of the **SERVICES** described in the **CONTRACT DOCUMENTS** and comply with the terms therein for the annual fee, payable to the **CITY** in advance in three (3) equal installments (not later than July 1, August 1, and September 1), of:

_____ Dollars (\$ _____)

5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) REQUEST FOR PROPOSALS 20-11
 - (B) RFP20-11 PROPOSAL RESPONSE
 - (C) CITY OF CONCORD REQUIRED CONTRACT FORMS
 1. SPECIFICATIONS EXCEPTION FORM
 2. ALTERNATE FORM W-9
 3. INDEMNIFICATION AGREEMENT
 4. INSURANCE CERTIFICATE IN CONFORMANCE WITH RFP REQUIREMENTS
 5. QUALIFICATION STATEMENT AND QUESTIONNAIRE
 6. \$500 SECURITY DEPOSIT
 - (D) LETTER OF AWARD
 - (E) NOTICE OF AWARD
 - (F) AGREEMENT
 - (G) NOTICE TO PROCEED

(H)ADDENDA # _____ DATED _____

6. The **CONCESSIONAIRE** shall pay the **CITY** in conformance with the terms and conditions of RFP20-11.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in one (1) original.

CITY:

CITY OF CONCORD, NEW HAMPSHIRE

BY _____

Name/Title: Douglas B. Ross, Purchasing Manager

(SEAL)

ATTEST:

Name _____

Title _____

CONCESSIONAIRE:

By _____

Name _____

Address _____

(SEAL)

ATTEST:

Name _____

(Please Type)

NOTICE TO PROCEED

Dated: _____

TO: _____

ADDRESS: _____

CITY PROJECT NO. RFP20-11

PROJECT: Operation of Food Concession at Beaver Meadow Golf Course

CITY CONTRACT NO.: RFP20-11

CONTRACT FOR: Operation of Food Concession at Beaver Meadow Golf Course

You are notified that the Contract Time under the above contract will commence to run upon contract signing. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement, the date of completion for this contract shall be not later than three (3) years after contract signing. However, by mutual agreement, this contract may be renewed for up to three (3) additional three (3) year periods.

Before you may start any Work the General Terms and Conditions provides that you must deliver to the CITY:

1. Certificates of insurance, naming the CITY as additional insured, which you are required to purchase and maintain in accordance with the Contract Documents;
2. A copy of your current liquor license from the State of NH; and
3. \$500 Security Deposit

CITY OF CONCORD, NH
(CITY)

BY _____
(AUTHORIZED SIGNATURE)

PURCHASING MANAGER
(TITLE)

Copy to GENERAL SERVICES DEPARTMENT/GROUNDS DIVISION

PROPOSAL EVALUATION FORM

FIRM: _____ DATE: _____

PROJECT: OPERATION OF FOOD CONCESSION AT BEAVER MEADOW GOLF COURSE

DEPARTMENT/DIVISION: GENERAL SERVICES DEPARTMENT, GROUNDS DIVISION

RATING CATEGORY	WEIGHT	RATING	SCORE
<u>Proposal:</u>			
Meets Stated Requirements	5		
Rental Payments	10		
<u>Project Team:</u>			
Relevant Experience	10		
Qualifications	10		
Concession Manager Availability	10		
<u>Firm/Organization:</u>			
Record of Satisfactory Performance	10		
Qualifications	10		
Staffing Plan	10		
Total:			

Rating Scale: Rate Each Category on a Score of 0-10 - Unacceptable 0, Average 5, Excellent 10

Score: Multiply the Weight by the Rating to determine the Score for each Category. Add the Scores for all Categories to determine the Total Score. The vendor with the highest Total Score is awarded the contract.

City of Concord, New Hampshire



Finance Department
Purchasing Division
COMBINED OPERATIONS & MAINTENANCE FACILITY
311 NORTH STATE STREET
CONCORD, NH 03301
PHONE (603)225-8530 FAX(603)230-3656
www.concordnh.gov/Purchasing

Reference: RFP20-11

If you choose not to propose, please complete the questionnaire below and return it with your response by the proposal opening date. Your assistance in helping us to analyze no proposal rationale is very much appreciated. Thank you.

* * * * No Proposal Questionnaire * * * *

A no proposal is submitted in reply to the City of Concord Request for Proposals, RFP20-11, Operation of Food Concession at Beaver Meadow Golf Course for the following reasons:

- _____ Item/Service not supplied by our company.
- _____ Proposal specification (give reason(s), e.g., too restricted, not clear, etc.): _____
- _____ Profit margin on municipal proposals too low.
- _____ Past experience with City of Concord (give specifics, e.g., payment delay, proposal process, administrative problems, etc) _____
- _____ Insufficient time allowed to prepare and respond to proposal request.
- _____ Proposal requirement too large _____ or too small _____ for our company.
- _____ Priority of other business opportunities limit time/other resources available to deliver or perform according to proposal specifications.
- _____ Other reason(s), please specify: _____
- _____
- _____

.....
Company Name and Address: _____

Phone: () _____

(Signature)

(Typed/Printed Name & Title)

ATTACHMENT A

Wholesale beverage prices to the Concessionaire, from the City's exclusive beverage distributor shall not exceed the following prices*:

- | | |
|----------------------------------|--|
| 1. 20 Oz Carbonated Soft Drinks: | \$15.00/case of 24 |
| 2. 20 Oz Water: | \$10.30/case of 24 |
| 3. 20 Oz Sport Drinks: | \$16.75/case of 24 |
| 4. 15.2 Oz Juices: | \$9.50/case of 12 |
| 5. 20 Oz Juice Drinks: | \$15.25/case of 24 |
| 6. 20 Oz Tea: | \$14.00/case of 24 |
| 7. 5 Gallon BAG 'N BOX (BIB): | \$ 9.70/Gallon carbonated soft drinks
\$10.70/Gallon non-carbonated soft drinks |
| 8. CO2: | \$20.05/20lb Cylinder |

***PRICES ARE EFFECTIVE THROUGH MARCH 31, 2011 AT WHICH TIME THEY ARE SUBJECT TO RE-NEGOTIATION.**