

REQUEST FOR PROPOSALS

Food, Beverage and Banquet Services
at the
POPLAR CREEK GOLF COURSE



Release Date: June 16, 2018
Pre-Proposal Conference: July 2, 2018
Due Date: August 1, 2018

City Contact Person for the RFP:

Nicholas Tsiornvas, Business Manager
Ntsiornvas@cityofsanmateo.org
City of San Mateo
Department of Parks and Recreation
330 W. 20th Avenue
San Mateo, CA 94403

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Request for Proposals

Poplar Creek Golf Course Food and Beverage Concession

Introduction

The City of San Mateo (hereinafter referred to as “the City”) Parks and Recreation Department (hereinafter “Department”) is soliciting proposals from experienced and capable parties interested in operating the Poplar Creek Golf Course Food and Beverage Concession. The successful respondent will be responsible for providing food, beverage, and tournament/meeting and banquet services to golfers and non-golfers, and operating and maintaining restaurant facilities (kitchen, dining area, restrooms, beverage cart, patio area and on-course snack bar).

The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate achievable plans for operation, and document compliance with appropriate laws and regulations. The selected concessionaire shall demonstrate the ability to implement a concession program that will meet or exceed the objectives of the City of San Mateo as well as incorporate innovative ideas that are appropriate for this concession. The primary goals of the City with respect to the operation of the Poplar Creek Food and Beverage Concession are: (1) to develop a service-oriented and responsive food service program, which places customer satisfaction, facility cleanliness, consistent food quality, and revenue growth as its priorities; (2) to provide a high level of service to golfers and golf groups and to work cooperatively with the City and Head Golf Concessionaire at all times; and (3) to ensure that the City receives adequate and appropriate compensation from the private business allowed to operate on public property.

Overview of City of San Mateo and Parks and Recreation Department

The City of San Mateo is located in San Mateo County midway between San Francisco and San Jose. The City’s population as of 2017 was nearly 103,000. The community is comprised of residential developments, major retail and commercial sectors, a downtown transit center, a community college and two major medical centers.

The Parks and Recreation Department has responsibility for the maintenance and operation of 33 parks, 6 community center and 2 seasonal swim centers; maintenance for over 23,000 street, public right of way and park trees; provides recreational and leisure service experiences for over 23,500 registrants per year.

The City owns and operates Poplar Creek Golf Course through concessionaire agreements for pro shop and food and beverage services. The course and clubhouse were completely rebuilt in 2000. The number of golf rounds per year averages 68,000. The clubhouse is approximately 8,4000 SF

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and consists of a restaurant and bar area; a large banquet room that can be divided by a movable partition wall; food preparation area; office and storage areas; restrooms and public lobby space. The on course snack bar is approximately 220 SF. There is seating capacity in the restaurant/bar for approximately 90 and approximately 180 in the full banquet facility. The restaurant/bar currently has an emphasis on lunch business, golfer "19th hole" and after work happy hours. The banquet facility hosts a wide variety of social events including weddings, business luncheons, Celebration of Life, anniversary parties, etc.

A summary of revenue history for the previous 5 years is included:

Poplar Creek Golf Course Food Beverage Operation 2012-2017

Gross Revenue	2012/2013	2013/2014	2014/2015	2015/2016	2016/2017
	\$2,003,236	\$2,267,236	\$2,005,224	\$2,080,541	\$2,099,294

A. Vendor Required Information

Background information regarding your company and your plans for the Poplar Creek Food and Beverage Concession should include, but not be limited to, the following:

1. The duration and extent of experience in the operation of restaurant/bar/ banquet/meeting and snack bar facilities, preferably at a golf facility.
2. Description of your company's proposed business approach for the Poplar Creek F&B Concession including operational and marketing strategies; staffing plans; customer service plans; facility maintenance plans; and any other pertinent information that would enable the City to assess your proposal.
3. Your proposed plans for advertising, marketing, and promoting Poplar Creek F&B operations.
4. Proposed types of menus and general pricing targets.
5. A three-year financial pro-forma outlining anticipated revenues and expenses for the Concession.
6. The name of the person(s) who will be responsible for your company's operation at Poplar Creek along with his/her experience.
7. Your plans, if any, for facility refurbishment or improvements to the Poplar Creek operations or facilities.
8. Plan for hiring/retaining/terminating employees of the current concessionaire.
9. Your proposed financial terms for the lease/concession of the facility, including, but not limited to, base and/or percentage rental rates based on gross revenue.
10. Any other information that will enable City of San Mateo to make an objective decision.

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The anticipated schedule for this Solicitation is as follows:

Date	Activity
June 18	Release of RFP
July 2	Pre-Proposal Meeting and Site Visit
July 9	Deadline for Submitting Questions
July 13	Necessary Addendums Issued
August 1	Proposal Deadline
August 2-August 24	Proposals Reviewed / Conduct interviews
August 27-September 7	Contract Negotiations and Finalization
October 1	City Council Award of Contract
November 1	Contract Commencement

****These dates are tentative and may be subject to change**

Contract Coordinator/Questions

Proposers are requested to submit any questions in writing no later than Monday, July 9, 2018 to Nicholas Tsiourvas, Business Manager, Ntsiourvas@cityofsanmateo.org . No telephone inquiries will be accepted. All answers will be responded to in writing. The City reserves the right to include questions and responses in the form of written addendums, as it deems necessary.

B. Definitions

The following words and expressions used in this Request for Proposals shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor", "Concessionaire" or "Lessee" to mean the successful Proposer that receives an award of a contract from the City as a result of this RFP.
2. The word "City" to mean the City of San Mateo, a political subdivision of the State of California.
3. The word "Proposer" to mean the person, firm, entity or organization submitting a response to this RFP.
4. The word "Solicitation" to mean this Request for Proposals (RFP) document, and all associated addenda and attachments.
5. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the City, whether directly or indirectly, on behalf of the Contractor.
6. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
7. The words "Gross Income" or "Gross Revenues" to mean all income resulting from the full sale price (excluding sales and service charges) from all beverages, food stuffs, catering services, including off premises catering when the food and beverages so sold are

prepared on the Premises, room rental fees, specialty contracted services, wares and merchandise whether by Lessee, its permitted licensees and concessionaire, upon or from the Premises.

8. The word "Premises" shall mean the kitchen, restaurant, bar, banquet and meeting rooms; restrooms within the clubhouse; on-course snack stand; beverage cart; and portable concession stands if proposed.
9. The word "Agreement" to mean the intended executed contract negotiated between the City and the successful Proposer.

Objective of the Request for Proposals

The objective of this Request for Proposals is to award an initial five (5) year Agreement (hereinafter "Agreement"), with up to one (1) seven (7) year renewal option exercisable at the City's sole discretion. The renewal option of the Agreement may be advanced prior to the five (5) year termination date depending upon how well the Contractor has been able to demonstrate the following: 1) successful provision of superior service and above average quality food and beverage item; 2) consistent cleanliness and maintenance of the premises; 3) level of investment in facility improvements; 4) level of patron satisfaction, and 5) the proposed level of revenue to the City.

The operator will be expected to accomplish the following:

- Provide food, beverage and banquet services (including golf tournaments) that meet or exceed the needs and expectations of the golf patrons and general public;
- Maximize patronage and revenues through featured menu items, service, ambiance, and Special Events marketing;
- Provide outstanding professional service at reasonable prices, thus resulting in the highest possible revenues to the concessionaire and the City of San Mateo ;
- Assess, provide, and install all necessary furnishings, facility upgrades and equipment in order to create an attractive and inviting concession;
- Display awareness of the needs of golfers, the community and the various constituencies that this concession serves;
- Reach out to the community to increase the current usage of the concession through effective marketing and advertising with particular emphasis on electronic marketing and communication with customers (i.e., social media); and
- Work in unison with the Head Golf Professional, Golf Services Manager and the Parks and Recreation Department to insure the best experience for golfers as well as members of the general public.

C. SCOPE OF SERVICES

The selected Proposer will:

- Have demonstrated experience in the development and provision of food and beverage service, including both restaurant and banquet related activities. The City does not anticipate awarding a contract to any firm that has less than three years of experience in successfully providing quality food and beverage services.
- Possess the knowledge and ability to meet the legal requirements that are involved in this type of operation, including obtaining all necessary permits/licenses necessary for the provision of services.
- Demonstrate adequate financial strength to replace equipment, furniture and fixtures, sustain operations and provide reasonable working capital.
- Be eligible and qualified to obtain and maintain a Type 47 Liquor License issued by the State of California Department of Alcohol and Beverage Control (ABC).

- Comply with all applicable rules and regulations adopted by the City, and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to selected Proposer's operations of the restaurant.
- Be in full operation to provide food and beverage service no later than a certain time period negotiated between the City and Contractor following the date of the contract award. The City reserves the right to extend this time frame if necessary.
- Provide business and marketing plans for the Restaurant and the food and beverage services prior to operations.

C.1 Personnel Requirements

The selected Proposer shall:

1. Employ a qualified full-time on-site manager with experience in the management of this type of operation. In addition, the selected Proposer shall provide sufficient employees in order to provide outstanding service. The selected Proposer shall ensure that employees are distinctively uniformed or appropriately attired on a consistent basis, including name tags, so as to be distinguishable as the selected Proposer's employees and not as employees of the City.
2. Employ a qualified specialist/manager to oversee tournament/banquet/catering and room requests including the maintenance of a professional calendar and be available to answer questions and provide coordination with the Head Golf Professional with respect to servicing golf tournaments and other special events.
3. Comply with the requirements set forth in the Immigration Reform and Control Act of 1986 (8 USC 1101-1525), including but not limited to verifying the eligibility for employment of all agents and employees.
4. Comply with City of San Mateo minimum wage requirements even if greater than the State of California.
5. Interview all existing restaurant employees for possible retention, if they apply.

C.2 Operations

The selected Proposer shall not undertake any activity which interferes with the operation of the golf course. The selected Proposer shall:

1. Coordinate activities with the Golf Services Manager and Head Golf Professional during normal operations. Proposer shall be required to open the restaurant for business everyday (except Christmas) no later than 30 minutes before the first scheduled tee time. The restaurant and bar shall remain open throughout the day and should be closed no sooner than dusk. The on-course snack bar shall be open no later than two hours after the first scheduled tee time and shall remain open throughout the day, closing no sooner than dusk. Operating hours for the mobile beverage cart shall be determined by the Golf Services Manager and the operator, considering business conditions and seasonal variations.

The operating hours specified above should be considered to be the minimum operating hours that will be allowed. The selected Proposer shall submit a schedule of intended hours of operation to the Department prior to contract approval. The City may require changes in the hours of operation if, at the discretion of the City, such a change is desirable in providing the best service to the golf patrons and the public.

2. Attend and participate in all meetings initiated by the Golf Services Manager.
3. Pay for all utilities, including routine pest control services, garbage, Cable TV/satellite music services and Wi-Fi and Internet access.
4. Provide a waste recycle plan, including food recycling. Provide compostable take-out containers and beverage cups.
5. Provide a dedicated website and professional email address.
6. Pay, before delinquency, all taxes, assessments and fees assessed or levied for operation of the golf course food and beverage concession.

C.3 Food and Beverage Services

The selected Proposer shall:

1. Provide a wide variety of food and beverage services in a manner that ensures a high- level of service and quality to both golfers and non-golfers. Food and beverage services shall be provided, based on demand, on a set schedule (terms to be finalized during negotiation process). At a minimum, it is expected that the Proposer provide the following: a) quickly prepared or pre-prepared breakfast items; 2) full service sit down luncheon; 3) full service bar with food; 4) banquet services, to include golf tournaments at least six (6) days per week; 5) on course snack bar; and 6) mobile food and beverage cart. Proposers may submit recommendations for additional services and operating hours as part of the proposal with the understanding that the final determination will be made during negotiations. Style of menu and general range of prices are subject to approval by the Golf Services Manager and the Parks and Recreation Director.
2. Honor all banquets booked and with a signed contract for a period extending up to 12 months from the date Contractor signed agreement with the City.
3. Maintain all foodservice areas and equipment in a safe and sanitary manner.
4. Provide employee training and protect the City brand. Although the Food and Beverage Concession Management and staff are not employed by the City, they do represent the City of San Mateo. This representation must uphold the highest customer service standards possible.

C.4 Alcoholic Beverages

1. The successful proposer shall be responsible for obtaining and maintaining in good standing a Type 47 Liquor License issued by the State of California Department of Alcohol Beverage Control and shall obtain all necessary bonds, approvals, authorizations and Liquor Liability Policy for the serving of alcoholic beverages.

If for any reason the California Department of Alcohol Beverage Control (ABC) should revoke approval to serve alcoholic beverages at the Premises during the term of the agreement, the lease may be terminated at the sole discretion of the City with the City incurring no liability or responsibility for losses or damages whatsoever suffered by the lessee.

C.5 Recordkeeping

The City shall require that all sales be recorded by means of a computerized point of sale system (POS). The City, may at its option, provide a POS system for use by the successful operator for auditing purposes. System records shall be available to the City for audit purposes at any given time. The Golf Services Manager shall be provided a monthly summary report of gross sales by receipt category no later than 15 days after the end of the preceding month. Annual financial information should be provided no later than 90 days after the close of business year.

Sales from the beverage cart shall also be recorded in a log and run through the system at the end of each shift or prior to restocking the cart. The log shall be maintained daily and available for review by the City at any time.

The successful proposer shall maintain permanent bookkeeping and accounting records at the premises. Such records and accounts, including any sales tax reports that may be required to be furnished to any governmental authority, shall be open at all reasonable times to the inspection of the City or City's authorized auditor or authorized representative, with prior notice and during business hours.

An annual audited financial statement prepared by a licensed certified public accountant (CPA) shall be submitted to the City no less than 120 days after the close of the business year.

C.6 Fixtures, Furnishings and Equipment

It is the intent of the City to enter into a separate agreement for use by the selected proposer of all unattached furniture, furnishings, equipment, appliances and any other personal property as listed in Attachment B for use in connection with the Premises. The selected proposer shall be responsible for all cleaning, maintenance, repairs and replacement, if necessary during the term of the Agreement.

C.7 Improvements, Maintenance and Repairs

The City will provide the premises in as-is condition. The selected Proposer shall be responsible for:

1. All maintenance of interior areas and surfaces of the premises, including restroom custodial services; all exterior areas where food and beverage may be served; all fixtures, furnishings and equipment, whether provided by the City or the concessionaire; all plumbing, electrical, flooring, walls, ceilings, interior doors, maintenance and repair of the mobile beverage cart; maintenance of all storage areas, including the receiving courtyard immediately adjacent to the kitchen; and the refuse bin area located in the parking lot. The selected proposer will be required to submit a schedule for both routine maintenance services, e.g. custodial services, trash removal, etc. as well as interval maintenance services, e.g. carpet cleaning, window cleaning, etc.
2. Any alterations, upgrades or capital improvements to the premises must first be submitted to the City for approval. All improvements made to the premises will remain upon termination of the agreement.

C.8 Financial

Operating Fees to City

Proposers shall submit a proposed percentage-based rental payment stated as a percentage of gross income with a guaranteed annual minimum. The determination of operating fees shall be considered during final negotiations and may be further segmented by type of revenue, e.g. food, beverage, banquet and/or by revenue threshold, e.g. x% up to \$300,000 gross revenues, x% \$300,000 to \$500,000, etc.)

D. RESPONSE REQUIREMENTS

D.1 Submittal Requirements

Proposers should carefully follow the format and instructions outlined herein. All documents and information must be fully completed and signed as required. The proposal shall be written in sufficient detail to permit the City to conduct a meaningful evaluation of the proposed services.

All Proposals must contain the following:

Cover Letter

Proposers are to include a cover letter indicating the contact information for the entity proposing. Include at a minimum:

1. Key names, including title and position;

2. Name of business entity and its legal designation, i.e. corporation, limited partnership, sole proprietor, etc.
3. Complete mailing addresses;
4. Contact information (telephone, fax and email addresses and cell numbers as appropriate);
5. A statement that the proposing entity confirms its acknowledgement and acceptance of the terms and conditions set forth herein, without exceptions.

Proposal Items

Proposers are to submit complete, detailed responses to all of the Proposal Items.

1. Ability to Finance
 - Amount of investment required, sources of funding, and financial documentation that may include credit reports, loan commitment letters, bank statements, etc.
2. Background and Experience
 - Ownership description, including company information, organizational chart, current and past experience in similar operations
3. Proposed Operating Business Plan
 - Proposed staffing and management structure; customer service plan, including how complaints will be handled and any anticipated use of customer service research tools, such as secret shopper, etc.; marketing strategies; sample restaurant and banquet menus, including price points; sample of items to be sold at the snack bar and mobile beverage cart; proposed additional services or amenities; plan for hiring/retaining/terminating staff members of current vendor; staff training plan
4. Proposed Financial Business Plan
 - Three (3) year pro forma, accounting controls, point of sale system to be used
5. Ongoing Refurbishment, Improvements and Maintenance
 - Plans for routine facility maintenance; proposed plans to implement and fund any necessary repairs, improvements, preventive maintenance, replacement or upgrades, etc. during the term of the Agreement; plan for improvements to restaurant, bar, banquet room and patio area, if envisioned
6. Proposed Community Service
 - List any plans for utilization of local labor, vendors or suppliers; availability of rooms for community groups, golf clubs, etc. at reduced prices; support of local non-profit organizations
7. Proposed Rent Payment
 - Proposed percentage-based rental payments stated as a percentage of gross income, to include a minimum guaranteed payment
8. References
 - List three persons or firms with whom you have conducted business transactions during the past three years, to include at least two who have knowledge of your financial history and at least one that must have knowledge of the services you are providing

E. EVALUATION PROCESS

Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this solicitation. A responsive proposal is one which follows the requirements of this solicitation, includes all documentation, is submitted in the format outlined, is of timely submission, and has the appropriate signatures. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

E.1 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on the criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate City staff and may include other members, including golfers, non-affiliated food and beverage operators and/or restaurant lease specialists with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights as shown below:

Criteria	Weighted Percentage
Technical Criteria	50%
1. Proposer's experience and qualifications related to providing the type of services requested in the proposal	
2. Proposer's past performance/history related to providing F&B/event and banquet services	
3. Relevant experience and qualifications of key personnel	
4. Proposer's understanding of the goals and their proposed approach to providing the services requested in this solicitation	
Financial Criteria	30%
1. Proposer's financial information and capacity to adequately capitalize the operation	
2. Proposer's rent payment proposal	
3. Proposer's plans for capital improvements, refurbishments and FF&E upgrades	
Other Criteria	20%
1. Proposer's approach to marketing and expanding services/events and community engagement, specifically as it relates to golfers	
2. Familiarity with region (e.g. local conditions, demographics, seasonality, clientele, etc)	
3. Proposer's approach to exceeding customer service expectations/responsiveness	
4. Completeness of the proposal	

Upon completion of the criteria evaluation indicated above, the City may choose to conduct oral interviews with the highest scoring Proposer(s). Proposer(s) selected will be provided a list of questions and topics to cover in advance of the interviews.

E.2 Mandatory Pre-Proposal Meeting/Site Visit

A mandatory pre-proposal conference/site visit will be held on July 2, 2018 at 9:30 a.m. at the Poplar Creek Golf Course Clubhouse, Banquet Room. The purpose of the meeting is to clarify the contents of this RFP and to discuss the City's objectives with respect to the Poplar Creek Food and Beverage Concession. A site walk through the facilities will take place at the conclusion of the meeting. All prospective Proposers are required to attend. It is highly recommended that prospective Proposers read the complete RFP prior to the conference and familiarize themselves with the document in order to maximize the benefits of the conference.

E.3 Contract Coordination/Questions

Proposers are requested to submit any questions in writing no later than July 9, 2018 to Nicholas Tsiorvas, Business Manager, Parks and Recreation, ntsiorvas@cityofsanmateo.org. The City will issue questions and responses in the form of written addendums to all representatives who attended the Pre-Proposal meeting. Oral inquiries will not be accepted.

Other than the contact identified in the proposal, prospective respondents shall not approach City employees during the period of this RFP about any matters related to this RFP or any qualifications listed.

E.4 Proposal Submittal Information

Provide eight (8) bound copies and one (1) electronic copy on a thumb drive no later than August 1, 2018 by 4:30 p.m. The original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email or those submitted after the date and time will not be considered.

The complete proposal package shall be placed in a sealed envelope or box labeled "Proposal for Poplar Creek Golf Course Food and Beverage Concession" and clearly identified with the name and address of the Proposer on the outside.

Deliver completed proposals to:

**City of San Mateo
City Clerk's Office
330 W. 20th Avenue
San Mateo, CA 94403**

The City may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process.

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The City reserves the right to request and evaluate additional information, including background and financial standing from any respondent after the submission deadline as the City deems necessary.

The City of San Mateo reserves the right to verify the information received in the proposal and perform any investigations to determine the ability of the Proposer to perform under this RFP. If a proposer knowingly and willfully submits false information or data, the City reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of San Mateo reserves the right to terminate the Agreement.

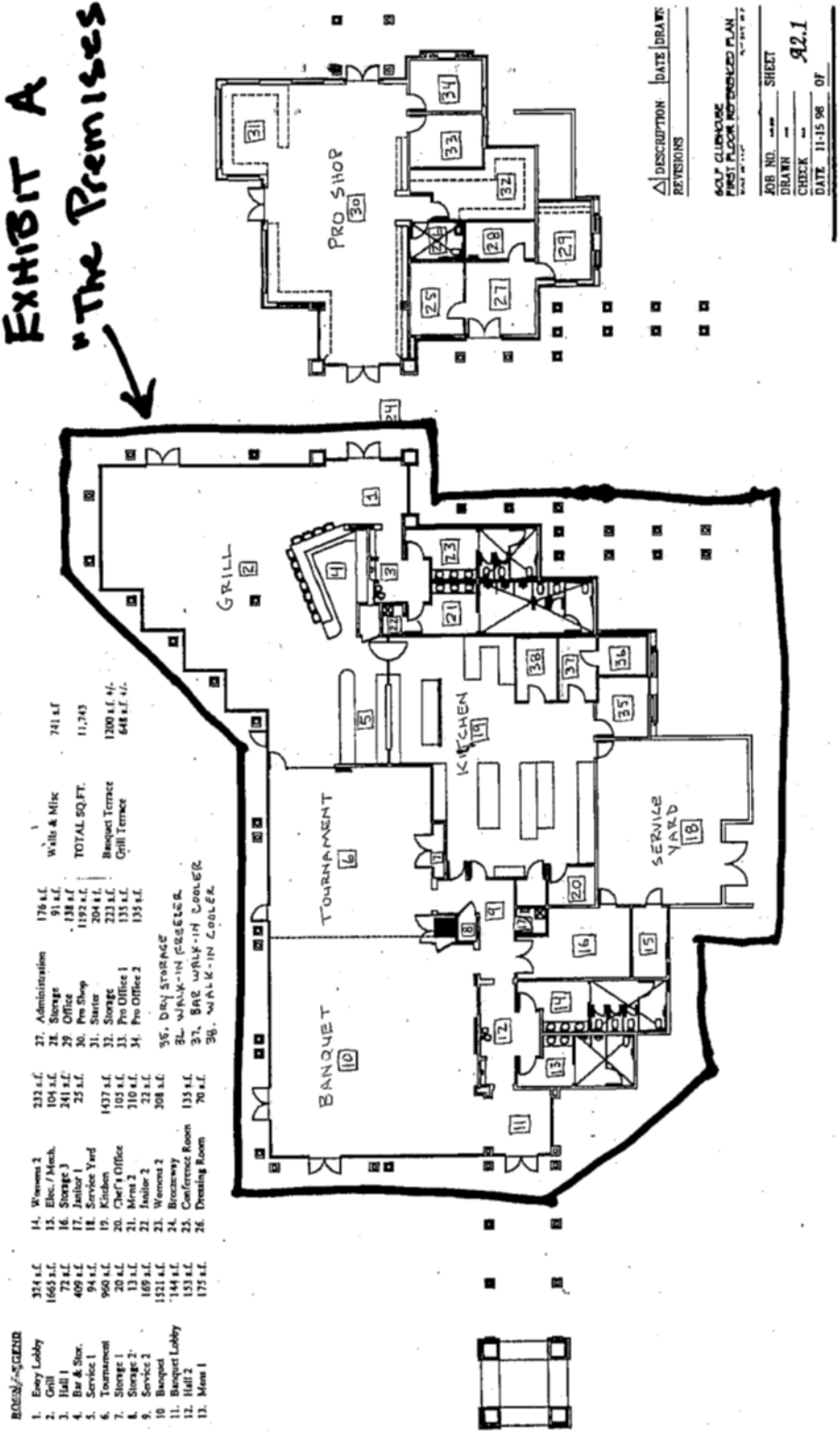
All proposals submitted in response to this RFP become the property of the City of San Mateo. Information in the proposal, unless specified as trade protected, may be subject to public review. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

Any submitted proposal shall in its entirety, remain a valid proposal for twelve (12) months after the proposal submission date.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsive.

The complete RFP package is also available at <http://www.cityofsanmateo.org>

EXHIBIT A
"The Premises"



A & M Restaurants, LLC - Lease Agreement				
Equipment and Furnishings List				
ITEM	QTY	DESCRIPTION	MFG.	MODEL
1	1 EA.	GLASSWASHING STATION	PERLICK	GHS-72
2	1 EA.	GLASS FROSTER	PERLICK	8365ASS
3	3 EA.	DISPENSING HEADS	PERLICK	4056BK4B/4204
4	1 EA.	SINGLE BAR SINK	PERLICK	TSD30HS
5	1 EA.	DRAINBOARD	PERLICK	TS-36
6	1 EA.	36" ICE CHEST	PERLICK	TSD36CH6
7	1 EA.	REFRIGERATED BACK BAR	PERLICK	C5064-E-SCHP
8	1 EA.	REFRIGERATED DISPLAY	FEDERAL	CG-6056-SC
9	1 EA.	SERVICE REFRIGERATOR	PERLICK	C5078-SC
10	1 EA.	FOOD WARMER	WELLS	SS-10ULTD
11	1 EA.	HAND SINK	PCS	CUSTOM
12	1 EA.	HOT DOG STEAMER	STAR	45/SST-25
13	1 EA.	OVERHEAD FOOD WARMER	MERCO	EZNW-72X
14	1 EA.	SANDWICH REFRIGERATOR	RANDELL	91110A
15	1 EA.	HOT FOOD TABLE	RANDELL	34360
16	1 EA.	SS PASS SHELF	PCS	CUSTOM
17	1 EA.	SALAD REFRIGERATOR	RANDELL	9100-92A
18	1 EA.	SS SHELF	PCS	WSB
19	1 EA.	GAS FRYERS AND FILTER	FRYMASTER	FPH250
20	1 EA.	SIX OB RANGE SPREADER	MONTAGUE	136-5
21	1 EA.	SS SHELF	PCS	WSB
22	2 EA.	POT FILLER	T & S	Bb-592
23	1 EA.	48" GRILL W/SS STAND	MONTAGUE	M36-8TH/M12-8-TH
24	1 EA.	RADIANT BROILER	MONTAGUE	UR-30
25	1 EA.	FIRE SUPPRESSION SYSTEM	ANSUL	R-102
26	1 EA.	EXHAUST HOOD	GAYLORD	SG-BDL54-12'0"
27	1 EA.	HAND SINK	M. MASTER	HAS-10-FDP
28	1 EA.	SS SHELF	PCS	WSB
29	1 EA.	SS WORK COUNTER	PCS	WT60RS30
30	1 EA.	ICE MAKER AND BIN	MANITOWAC	QD-1302/S-970
31	1 EA.	SS BEVERAGE COUNTER	PCS	CUSTOM
32	1 EA.	SS SHELF	PCS	WSB
33	1 EA.	UTILITY SINK	PCS	CUSTOM
34	1 EA.	SS WORK TABLE	PCS	WT144S48
35	1 EA.	COOK AND HOLD OVEN	ALTOSHAMM	1000-TH-1
36	1 EA.	PAN STORAGE SHELVING	METRO	METRO-MAX
37	1 EA.	FLOOR TROUGH	DESIGNER'S	FT-36x12 SUBWAY
38	1 EA.	FLOOR OB RANGE W/OVEN	MONTAGUE	136-5A
39	1 EA.	DOUBLE CONVECTION OVEN	MONTAGUE	2-115A
40	1 EA.	EXHAUST HOOD	GAYLORD	SG-BDL-12'0"x54"
41	1 EA.	FIRE SUPPRESSION SYSTEM	ANSUL	R-102
42	1 EA.	SS WORK TABLE	PCS	WT84RSX30
43	1 EA.	SS SHELF	PCS	WSB
44	1 EA.	SS WORK TABLE	PCS	WT150SX30
45	1 EA.	PREPARATION SINK	PCS	2NSF2929-2D36

Attachment B

A & M Restaurants, LLC - Lease Agreement				
Equipment and Furnishings List				
ITEM	QTY	DESCRIPTION	MFG.	MODEL
46	1 EA.	SS WORK TABLE	PCS	WT84RS36
47	1 EA.	SS SHELF	PCS	WSB
48	1 EA.	VAPOR HOOD	PCS	VBX445SS
49	1 EA.	SS SHELF	PCS	WSB
50	1 EA.	UTENSIL SINK DRAINBOARD	PCS	WSB
51	1 EA.	DISPOSAL	ISE	SS-500-15B/CC101
52	1 EA.	DISHWASHER	STERO	SDRA
53	1 EA.	PRE-RINSE SPRAY UNIT	T & S	B-171
54	1 EA.	SOILED DISHTABLE	PCS	CUSTOM
55	1 EA.	ISLAND RACK SHELF	PCS	CUSTOM
56	1 EA.	WALK-IN COOLER	THERMALRITE	COLD STAR
57	1 EA.	BAR WALK-IN COOLER	THERMALRITE	COLD STAR
58	1 EA.	WALK-IN FREEZER	THERMALRITE	COLD STAR
59	3 EA.	DUNNAGE RACKS	METRO	MAX
60	1 LOT	REFRIGERATED RACKS	METRO	MAX
61	1 LOT	STORAGE RACKS	METRO	MAX
62	2 EA.	DUNNAGE RACKS	METRO	MAX
63	1 EA.	JANITORIAL SINK	PCS	FM22
64	1 EA.	SS SHELF-JANITORIAL	PCS	WSB
65	1 EA.	FOYER CONSOLE		
66	1 EA.	FOYER MIRROR		
67	63 EA.	RESTAURANT ARM CHAIRS		
68	6 EA.	RESTAURANT SIDE CHAIRS		
69	16 EA.	RESTAURANT TABLES 36" X 36" LAMINATE		
70	3 EA.	RESTAURANT TABLES 30" X 30" LAMINATE		
71	2 EA.	SNACK BAR TABLES 24" ROUND LAMINATE		
72	7 EA.	SNACK BAR CHAIRS		
73	10 EA.	BARSTOOLS		
74	21 EA.	BANQUET TABLES 60" ROUND LAMINATE		
75	6 EA.	BANQUET TABLES 30" X 72" LAMINATE		
76	162 EA.	BANQUET CHAIRS		
77	1 LOT	WINDOW COVERINGS - BANQUET RMS & GRILL		
78	4 EA.	ASH/TRACH CANS		
79	2 EA.	STACK CHAIR CARRIERS		

Contractual Provisions-Attachment C

The following are selected contractual provisions which will be required of the selected proposal:

Term

The initial term of the agreement is for one five (5) period with one additional seven (7) year renewal option exercisable at the City's sole discretion. The renewal option of the Agreement may be advanced prior to the five (5) year termination date depending upon how well the Contractor has been able to demonstrate the following: 1) successful provision of superior service and above average quality food and beverage item; 2) consistent cleanliness and maintenance of the premises; 3) level of investment in facility improvements; 4) level of patron satisfaction, and 5) the proposed level of revenue to the City.

Hours of Operation

The restaurant, bar area and restrooms shall be required to be open for business everyday (except Christmas) no later than 30 minutes before the first scheduled tee time. The restaurant, bar and restrooms shall remain open throughout the day and should be closed no sooner than dusk. The banquet facility shall be made available not less than six (6) days per week. The on-course snack bar shall be open no later than two hours after the first scheduled tee time and shall remain open throughout the day, closing no sooner than dusk. Operating hours for the mobile beverage cart shall be determined by the Golf Services Manager and the operator, considering business conditions and seasonal variations.

Restaurant Name

The name of the restaurant shall be the choice of the Lessee subject to the approval by the City.

Treatment of Public

Lessee shall use its best efforts to ensure that its entire workforce is courteous to members of the public encountered during work under this Agreement. In the event of violation of this provision, the City shall in its sole discretion have the right to require the Contractor to remedy the problem, up to and including dismissal.

Golf Events and Tournaments

Lessee acknowledges that one of the City's main objectives in leasing the Premises is to provide a source of food and beverage to those using the golf course as well as the general public. Lessee will in good faith use its best efforts to accommodate the banquet function needs of organized tournaments as well as to help promote other golf events and activities.

City Use of Facility

Lessee shall make the banquet facilities at the Premises available for up to five (5) official City events every Lease year at cost and up to an additional five (5) events at five percent (5%) above cost. In using the term “cost” City is assuming direct and indirect cost, excluding profit. Such cost reimbursements by City shall be excluded from the calculation of gross receipts.

Insurance

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial general Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State California and Employer's Liability insurance.
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General liability: **\$3,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.
4. Liquor Liability: Not less than **\$1,000,000** and additional umbrella coverage of **\$1,000,000** per occurrence

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its elected and appointed officials, employees and agents; or

Lessee shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, employees and agents are to be named as an "additional insured" with respect to liability arising out of use of City's property.
2. Lessee's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, employees and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees or agents shall be excess of Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) day's prior written notice has been provided to the City.
4. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable by City.
5. City shall maintain fire and extended first party insurance coverage with limits equivalent to the full replacement cost of the Premises and all City-owned equipment, including coverage for replacement cost to current code.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Fidelity Bond

Lessee shall provide a Fidelity Bond covering all employees of the third party with a limit of liability of \$10,000, including coverage for employee dishonesty, forgery or alternation, theft, disappearance and destruction.

Permits and Licenses

Lessee shall obtain all permits and licenses required by the laws of any federal, state or other governmental agency to allow Lessee to meet its obligations under the agreement. Lessee

shall maintain its liquor license allowing sale of beer, wine and alcoholic beverages and keep it in effect during the term of the agreement. If Lessee fails to maintain its ABC license, the City may, at its discretion, terminate the agreement upon written notice to Lessee.

Taxes

The Lessee shall pay all taxes of whatever character which may be levied or charged upon Lessee to use the property, including personal property situated in the premises. Lessee is not required to pay personal property taxes for property owned by the City. Lessee recognizes that this lease agreement may create a real property possessory interest tax that may subject the Lessee to real property taxes.

Equal Opportunity

The Lessee will not discriminate, exclude from participation, or deny benefits against any employee or applicant for employment due to race, color, religion, sex, age, national origin, sexual orientation, political affiliation, handicap, or national origin. Lessee shall ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations and management relations for all employees under this agreement.

Indemnification

Lessee agrees to hold harmless and indemnify City and its officials, employees and agents from and against any and all claims, loss, liability, damage and expense arising from performance of this agreement by Lessee, including claims, loss, liability, damage and expense caused or claimed to be caused by passive negligence of City and its employees. Lessee agrees to defend City or its employees against any such claims. This provision does not apply to claims, loss, liability, damage or expense arising from the sole negligence, willful misconduct, or active negligence of the City.

City shall indemnify, defend and hold Lessee harmless from any claims arising from the sole or active negligence of City and those claims arising from the use of the exterior areas maintained by the City.

Subcontractors/Assignment

The City will rely on the personal experience and past performance of the Lessee when entering into this Agreement. No portion of the work shall be sublet, assigned, or transferred to a subcontractor without the written approval of the City

Proposers Signature Page (to be returned with Proposal)
Attachment D

I have read the Request for Proposal for said concession. I am familiar with the terms and conditions specified in these documents and if selected, am prepared to provide all services as required.

If there is more than one partner, all partners shall be required to sign.

Name (print)

Title

Signature

Date

Name (print)

Title

Signature

Date

Attach additional pages if necessary