

# Bountiful Ridge Golf Course

## Concessions Request for Proposals

Bountiful City is accepting proposals for concessionaire services at the Bountiful Ridge Golf Course. Services are estimated to begin when the golf course opens for spring 2020. Western Food Service has been the concessionaire for the last 17 years and has decided to discontinue operations. The following are the guidelines and policies associated with this proposal. Bountiful City will lease exclusively to concessionaire for a period agreed upon by both parties. In order to be considered, proposals must be submitted no later than 5:00 pm, MDT, November 18, 2019 to Shawna Andrus, City Recorder, at 150 North Main Street, Suite 101, Bountiful Utah 84010.

- Scope of Services and Responsibilities of Concessionaire:
  - Concessionaire shall be granted the exclusive right to operate a restaurant concession serving food and beverage to patrons of Bountiful Ridge Golf Course and general public. Concessionaire shall keep the proceeds thereof, subject to the conditions stated herein.
  - Concessionaire shall be responsible to serve and perform catering duties to tournament and outside groups using the golf course.
  - Concessionaire shall maintain and operate the concessions in a professional manner and keep the leased premises (kitchen, restaurant, banquet area, balcony) in a safe, clean, orderly, and inviting condition at all times, satisfactory to the City.
  - Concessionaire shall comply with all State and local regulations and obtain all necessary and applicable licensing and permits to perform the services described herein.
  - Concessionaire shall retain an active, qualified, competent and experienced manager at the golf course to supervise the concession operations, and the manager must be authorized to represent and act for the Concessionaire.
  - Concessionaire shall be responsible for maintaining and/or replacing all equipment and fixtures required for the performing of duties. All equipment, fixtures and related items shall be subject to the approval of the City, County Board of Health and City Golf Professional.
  - Concessionaire shall be registered with a State Division of Corporations and be in good standing.
  - Concessionaire shall have employees who are properly trained to operate all equipment to be used in performance of duties and to perform the services outlined in accordance with City requirements.
  - Concessionaire shall be an independent contractor and the relationship between Concessionaire and the City shall not constitute a partnership, joint venture or agency. Concessionaire's employees shall be independent third party employees and not City employees.
  - Concessionaire shall assume full responsibility for damage to City property caused by negligence or abuse by Concessionaire's employees or equipment, as determined by designated City personnel.
  - Concessionaire must have general liability insurance in the amount of \$2,000,000/\$2,000,000 with Bountiful City named as an additional insured.
  - Hours of operation shall be as set by the reasonable discretion of the Golf Professional.
  - Concessionaire's employees shall be clean, courteous, efficient and neat in appearance. Concessionaire agrees to remove any employee whose conduct the City feels is detrimental to the best interest of the City.
  - The City shall have the right to adopt and enforce reasonable rules and regulations with respect to the use of the designated golf course and related facilities which the Concessionaire shall observe and obey.

- Fee Proposal:
  - Compensation to the golf course shall be calculated on the greater of a percentage of gross sales, an annual flat rate, or a combination of both as proposed and negotiated. As a reference, Western Food Service has generated an average of \$173,657.01 annually over the past 4 years. This annual figure is provided for reference purposes only and is not a contract or guarantee of annual income.
  - “Gross Sales” will be defined as total amount of sales less applicable taxes and service charges or gratuities, when applicable.
  
- Contract:
  - This Request for Proposals is an invitation to provide a bid for concessionaire services and is not a promise, agreement or contract for services. The selected service provider must enter into a written agreement with Bountiful City to provide all services required herein. All costs incurred preparing any submitted proposal are the sole responsibility of the individual or firm making the proposal.
  
- General Terms and Conditions:
  - The City reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
  - The City reserves the right to request clarification of information submitted, and to request additional information from any proposer.
  - The City reserves the right to negotiate and hold discussions with prospective concessionaires as necessary; however, Bountiful City may award this contract without discussion of proposals received from prospective service providers.
  - Public records: Pursuant to the Utah Government Records Access and Management Act (GRAMA), records may be considered public after the contract is awarded. If an offeror wishes to protect any records, they are required to provide a written request for business confidentiality at the time the proposal is submitted, to the Bountiful City Recorder.

Name of Concessionaire \_\_\_\_\_

Concessionaire’s proposal: The greater of \$ \_\_\_\_\_ annually, or \_\_\_\_\_ % of defined gross sales