

Request for Proposals (RFP) Interest Form

RFP Form #1

Instructions: If your firm/company is interested in responding to this RFP, then RFP Form #1 **MUST be submitted** to the Procurement Dept. immediately following download. This form is crucial in providing pertinent company information for bidder's list tracking and distribution of any potential addendum.

Awarding Authority:	CITY OF BROCKTON / PARKS & RECREATION
Project No.:	CONTRACT #PK-RFP21-LUNCHROOM
Project Name:	OPERATION OF LUNCHROOM AND BAR CONCESSION AT D.W. FIELD GOLF COURSE

Fax or E-mail this RFP Interest #1 Form to:

City of Brockton/Procurement Dept.
Fax: 508-580-7132
E-mail: procurement@cobma.us

By submitting this RFP Interest Form the below identified firm is expressing its interest in the above-referenced public bidding project and is requesting that it be added to the list of firms that will receive any addenda to the RFP that might occur. **The Awarding Authority assumes no responsibility for a firm's failure to receive any addenda or other correspondence related to this RFP due to the firm's failure to submit an RFP Interest Form as directed above or for any other reason.**

Company Name:	
Company Address:	
Company Telephone #:	
Company Fax #:	
Company Contact Person/Title:	
E-mail Address:	
Date Submitted:	

By:

(Signature of Authorized Representative)

**CITY OF BROCKTON
REQUEST FOR PROPOSALS
OPERATION OF LUNCHROOM AND BAR CONCESSION
AT THE D.W. FIELD GOLF COURSE**

CONTRACT NUMBER – PK-RFP21-LUNCHROOM

Sealed Proposals (price and Non-Price), 1 Original and 3 Copies, ALL WITH ORIGINAL SIGNATURES, shall be received at the Office of the Chief Procurement Officer, City Hall, 45 School Street – Basement, Brockton, MA 02301 until **4:00 PM on Monday, January 11, 2021** for furnishing the following to the City of Brockton:

A site visit meeting will be held on (Thurs.) December 17, 2020 at 11:00 a.m. at the D.W, Field Golf Course Lunchroom/Clubhouse, 331 Oak Street, Brockton, MA 02301. Attendance is strongly encouraged.

The City of Brockton, MA through the **PARK DEPARTMENT** is seeking proposals for the operation of the lunchroom and bar concession at the D.W. Field Golf Course, from the period beginning on the **Date of Award to December 31st, 2022. (WITH ONE (1) ONE YEAR OPTION TO EXTEND TO BE EXERCISED BY OCTOBER 31ST OF THE PRECEEDING YEAR).**

NOTE: All Fees in Price Proposal to the City are based on Full Rates and Prorated for the months of ***March and December only based on weather conditions.*** There is no rent due for the months of January and February. ***The lunchroom and bar concession shall consist of the operation of the snack bar at the D.W. Field Golf Course Clubhouse, 331 Oak Street, Brockton, MA 02301.***

Any proposal will remain in effect for a period of ninety (90) calendar days from the deadline for the submission of proposals or until it is formally withdrawn, or a contract is executed, or this RFP is cancelled, whichever occurs first.

Copies of the Request for Proposal may be obtained from the City of Brockton website at <https://brockton.ma.us/city-departments/procurement/#procurementpostings>.

Requests for clarifications or any questions about information contained in the RFP must be submitted in writing and addressed to Chief Procurement Officer, City Hall, 45 School Street – Basement Level, Room, B5, Brockton, MA 02301. Telephone number (508) 580-7191.

The successful applicant must be an Equal Opportunity Employer.

Applicants may correct, modify or withdraw proposals prior to the proposal deadline. Any applicant who wishes to withdraw a proposal must make the request in writing. Any corrections or modifications to a proposal must be submitted in writing. Corrections or modifications must be in sealed envelopes when submitted, either Price or Non-price. The City of Brockton reserves the right to reject any or all proposals, waive any informality in the proposal process, and accept the proposal deemed to be in the best interest of the City.

CITY OF BROCKTON

**LUNCHROOM AND BAR CONCESSION FOR D.W. FIELD GOLF COURSE
REQUEST FOR PROPOSALS**

SECTION 1: PURPOSE AND OBJECTIVES OF THIS REQUEST FOR PROPOSAL

As more fully described below, the City of Brockton, (“Park Department”) invites proposals for the operation of a bar (*wine and malt beverages only*) and lunchroom concession at the D.W. Field Golf Course located at 331 Oak Street, Brockton, MA 02301 from the period beginning on the DATE OF AWARD to December 31st, 2022. The bar and lunchroom concession shall consist of a snack bar at the Municipal Golf Course Clubhouse, 331 Oak Street, Brockton, MA 02301.

The goal of the City in issuing this RFP is to provide a service to the users of the municipal golf course and general public.

In return for operation the bar and lunchroom concession, the City SEEKS NO RETURN ON THE RECEIPTS, OTHER THAN A MONTHLY CHARGE (WITH A MINIMUM PROPOSED BID OF \$2,000 MONTHLY RENT FOR THE FIRST INITIAL YEAR; \$2,100 MONTHLY RENT FOR SECOND YEAR; \$2,200 MONTHLY RENT FOR THIRD OPTION YEAR) OF THIS EXECUTED CONTRACT.

All applicants shall inspect the premises prior to the submitting of any proposal.

SECTION 2: GENERAL TERMS AND CONDITIONS

2.1 PARTIES

The contract for this project will be between the City of Brockton and the Vendor, and will be administered by the Brockton Park Department.

2.2 CANCELLATION AND/OR TERMINATION OF CONTRACT

The City will have the option to cancel the contract for cause, provided that written notice is given thirty (30) days prior to the effective date of cancellation.

2.3 TERM OF CONTRACT

A. AWARD

The contract will be approximately awarded by February 1, 2016, unless the award date is extended by consent of all parties concerned. The City reserves the right to reject any and all proposals if it determines it is in its best interest to do so.

B. INITIAL CONTRACT TERM

The contract will be for a period beginning on the DATE OF AWARD and ending on December 31st, 2022.

C. OPTION TO EXTEND

The City shall have the sole option of extending or renewing this contract for one (1) year period for the same discount rate and upon the same conditions as are contained in the contract at the time said option is exercised; except as such conditions shall have been modified by mutual agreement of the parties. Said options shall deem to have been exercised by the City, provided the Vendor has been given preliminary notice of the City's intention to renew this contract. Such preliminary notice shall not be deemed to commit the City to renewal.

NOTE: As for consecutive one-day licenses for the sale of wine and malt beverages must be submitted by April of each year for the present year; Vendor will be notified no later than October 31st of the City's intent to exercise the option to extend. If option to extend is not exercised by the City, Vendor will not be entitled to renew "consecutive one-day license for the sale of wine and malt beverages" for the operation at D.W. Field Golf Course.

2.4 COMMENCEMENT OF OPERATIONS

A. FOOD CONCESSION SERVICES

Vendor shall commence the operation of the lunchroom concession services for the sale of food immediately upon award of contract.

B. SALE OF WINE AND MALT BEVERAGES

Vendor shall commence application process for wine and malt beverage liquor license immediately upon award of contract.

2.5 INSURANCE REQUIREMENTS

A. LIQUOR LIABILITY INSURANCE

Pursuant to *Chapter 116 of the Acts of 2010*, which took effect of August 17, 2010, amends *Chapter 138, Section 12 of the Massachusetts General Laws* to provide that no license for the sale of alcoholic beverages shall be issued or renewed until the applicant of licensee provides proof of coverage under a liquor liability insurance policy for bodily injury or death for a minimum amount of \$250,000 on account of injury or death of one person and \$500,000 on account of any one accident resulting in the injury or death of more than one person.

Such certificate shall name the City of Brockton as an additional insured party.

B. GENERAL AND/OR PUBLIC LIABILITY INSURANCE

The Vendor will indemnify and hold harmless the City of Brockton and its Departments, against all suits, actions, claims, costs or damages, to which the City or the property of anyone other than the City, arising or resulting for the fault, negligence or wrongful omission of the Contract. Within fifteen (15) days after the award of the Contract, the Vendor shall, at his own expense, procure and maintain any Public Liability in limits of \$500,000/\$1,000,000 and Property Damage Insurance of \$50,000/\$100,000.

C. WORKERS COMPENSATION INSURANCE

The Vendor, before commencing performance of the work required to be done under this Contract shall provide for the payment of compensation, provided by *Chapter 152 of the Massachusetts General Laws as amended* to all persons to be employed by him in connection with said performance and shall continue in full force thorough the period of this Contract.

D. CITY AS HOLDER OF POLICY AND/OR 30 DAY CANCELLATION NOTICE

The above policies shall contain a provision worded as follows:

“The Insurance Company waives any/all right of subrogation against the City of Brockton which may arise by reason of any payments due under this policy”.

The policy must contain on the face a notation that it cannot be cancelled without at least thirty (30) days notice in writing to the City as owner. The certificates of all policies shall provide for a *Notice of Cancellation* of the Contracting officer and the Certificates shall indicate the above provisions have been included.

Certificate shall name the City of Brockton as holder and/or owner of policy.

E. PROOF OF INSURANCE

All Vendors shall be required to provide proof of current insurance as described above.

2.6 INDEMNIFICATION AND RELEASE

The Vendor agrees to indemnify and defend the City and hold harmless from loss, liability, damage, claims, demands, costs and expenses including, but not limited to, court costs, actual expenses and reasonable in-house and outside attorney fees, of any person or persons arising out of, or based upon, personal injury, death or property damage resulting directly from any act of negligence on part of the Vendor. The City reserves the right to select outside counsel, subject to the approval of the Vendor and not be unreasonably withheld, to defend any such actions.

2.7 COMPLIANCE WITH THE LAW

The Vendor shall conform to the Commonwealth of Massachusetts’s sanitary code for food establishments (**105 CRM 590.00-595.00, ARTICLE X**), and any other local, state or federal laws or regulations pertaining food establishments and the sale of alcoholic beverages within the Commonwealth of Massachusetts. Any permits must be publicly displayed at all times.

2.8 EQUAL OPPORTUNITY EMPLOYER/NON-DISCRIMINATION

As the City of Brockton has a firm commitment to affirmative action and equal opportunity, the Vendor shall not discriminate against applicants or employees on the ground of race, sex, color, religious creed or national origin in any place of the employment process or in any conditions of employment.

2.9 INDEPENDENT CONTRACTOR

The Vendor is engaged as an independent contractor and will be responsible for any federal, state and local taxes and fees applicable to payments hereunder.

2.10 SUBCONTRACTORS

The Vendor shall not subcontract its work under the contract, in whole or in part, without the written approval of the City. Subcontracting approval shall not be unreasonably withheld by the City. The Vendor shall require any approved subcontractor to agree, as to the portion contracted, to fulfill all obligations of the Vendor as specified in the contract. Notwithstanding municipal approval of a subcontractor, the Vendor shall remain obligated for full performance hereunder, and the municipality shall incur no obligation other than its obligations to the Vendor hereunder. The Vendor agrees that if subcontractors are employed in the performance of this contract, the Vendor and its subcontractors are subject to Worker's Compensation requirements.

SECTION 3: INSTRUCTIONS TO APPLICANTS

Sealed proposals for the Operation of the Golf Course Bar and Lunchroom Concession shall be received by 4:00 PM, Monday, January 11, 2021 at the Procurement Department, City Hall, 45 School Street – Basement Level, Room B5, Brockton, MA 02301. The Applicant must submit 1 Original and 3 Copies, ALL WITH ORIGINAL SIGNATURES.

Failure to answer any question, to complete any form or to provide the documentation required will be deemed non-responsive and may result in a rejection of the proposal, unless the City determines that such failure constitutes a minor informality.

SECTION 4: EVALUATION OF PROPOSALS

4.1 PRICE AND NON-PRICE PROPOSALS

The proposals will be opened via Zoom at <https://zoom.us/j/92006912803?pwd=R3p0RzBCYWpGM1V1QjFYbm92U3pJUT09>
Meeting ID: 920 0691 2803
Passcode: 4EyZ8C on 4:10 PM, Monday, January 11, 2021.

All Price and Non-Price proposals will be reviewed in accordance with M.G.L. c.30B by a Review Committee, and its final selection will be based upon an evaluation and analysis of the information and materials submitted. Selection under this RFP will be primarily on the non-price criteria. Proposals that meet the Minimum Evaluation Criteria will be reviewed for the responses to the Comparative Evaluation Criteria. The Evaluation Committee will assign a composite rating of Highly Advantageous, Advantageous, Not Advantageous or Non Acceptable to each proposal based on the Comparative Evaluation Criteria. Following the committee's review and any subsequent interviews, the most advantageous proposal will be recommended to the Chief Procurement Officer. After the review of the proposal recommendation and a compliance and reference check, the Chief Procurement Officer will then send a *Letter of Intent of Award* to the successful proposer.

The City reserves to consider food industry practices and to use information contained in food industry publications in its evaluation process.

4.2 REFERENCES

References will be contacted to determine if the Proposer is responsive and responsible. References will be asked about their overall impression of the Proposer, quality of work performed and understanding of factors affecting the operations of a bar and lunchroom concession.

4.3 INTERVIEWS

An interview may be conducted with each responsible and responsive proposer that has been given a composite rating of Highly Advantageous or Advantageous. The proposed concession manager and other persons who would be directly involved with the City must attend. The evaluation committee will judge each proposer's method and approach to operating a bar and lunchroom concession at the Golf Course.

4.4 AWARD OF CONTRACT

The City will award a contract to only one responsive and responsible, eligible Proposer. The City reserves the right to reject any and all proposals if it determines that it is in the best interest of the City to do so.

SECTION 5: PROPOSAL SPECIFICATION AND PREPARATION

All information in the proposal should be organized and presented as directed below. The proposal should provide a straightforward and concise description of the Proposer's commitment and ability to perform the contact as described in this document. A proposal may be deemed to be non-responsive, at the Evaluation Committee's discretion, if the Proposer fails to comply with the following instructions:

5.1 LETTER OF TRANSMITTAL

The Non-Price portion of the proposal must include a letter of transmittal signed by an individual authorized to bind the Proposer contractually. The letter must include: the name of the individual(s) who is authorized to sign a contract on the Proposer's behalf; and the name, title, address and telephone number of the individual(s) who can supply additional information.

5.2 PROPOSAL FORM

The attached proposal form, which includes, but not limited to the evaluation criteria and a certificate of non-collusion and tax compliance, must be completed with original signatures. The proposal forms included in this RFP must be used. No substitute forms will be accepted.

5.3 MENU AND PRICING LIST PROPOSED

This section must include a detailed description of the proposed menu and pricing in the Non-Price Proposal Envelope. The services to be provided by the Proposer, the sequence and scheduling of those services and the information on project staffing and management shall be included in Non-Price Proposals.

5.4 EXCEPTIONS – ALTERNATIVE TO SCOPE OF SERVICES

If the Proposer cannot provide a service as it is described in Section VI, but believes it can offer equivalent or superior results by some other means, the Proposer must identify the service, state that it is offering an alternative, and provide a description of the proposed alternative. The proposal should describe the alternative thoroughly and should clearly state how the alternative achieves equivalent or superior performance or results on the Deviation Sheet.

5.5 RESPONSES TO COMPARATIVE EVALUATION CRITERIA

This portion of the proposal is intended to present a description of the Proposer qualifications, and to assist the City in the making judgments about the Proposers technical abilities and experience. The Proposer must respond in writing concisely but completely to each item listed in Section VIII, and submitted in the Non-Price Envelope. The proposal narrative should be a minimum of one page, summarizing in writing the proposers commitment and ability to perform this contract.

SECTION 6: SCOPE OF SERVICES

6.1 OVERVIEW

Under provisions of the Proposal Package, the approved Proposer shall operate a facility as described in these specifications. The Vendor shall be granted the right to sell at retail and serve in the D.W. Field Golf Course Building (and other satellite locations approved by the Park Commission), hot and cold food and beverages (including wine and malt beverages), as approved by the Park Commission, during the Life of the Contract; the period beginning on the DATE OF AWARD to December 31st, 2022. The Vendor shall be granted the right to use the counters, tables and chairs located at the facility. The Vendor will prepare and sell food and beverages on the premises solely for the purpose of the golf course concession.

6.2 FACILITES

A. THE COURSE

The D.W. Field Municipal Golf Course is an 18-Hole course, which features 5,972 yards of golf from the longest tees, for a par of 70. The course was designed by Wayne Stiles, ASGCA/John Van Kleeck. The D.W. Field Golf Course opened in 1927.

B. THE LUNCHROOM/BAR

The Vendor shall operate the bar and lunchroom concession located in the D.W. Field Golf Course building (“Club House”), 331 Oak Street, Brockton, MA 02301. The lunchroom currently seats a maximum of thirty (30) persons inside and a maximum of twenty (20) persons in the outside porch area. The building has central air conditioning. The Vendor agrees to keep the bar and lunchroom facilities clean (including all appliances, cooking utensils, silverware, dishes, sink, counters, tables, chairs, floors, brick patio area and trash receptacles inside and outside) at all times and in accordance with all applicable codes and regulations. The facilities must be kept completely free of debris. The City shall have restrooms professionally cleaned up to twice a week; however the Vendor is responsible for stocking and cleaning bathrooms at all times of the day. Inspections will be conducted by the Board of Health and the management of the Golf Course. At the completion of the contract, the Vendor agrees to leave the premises in as good a condition as when received, reasonable wear and tear expected.

C. EQUIPMENT

The Municipal Golf Course Building (“Club House”) contains some cooking and refrigeration equipment, of which is owed by the City. The City owns one ice maker, one commercial refrigerator, one Commercial sandwich station, one commercial gas char broiler, one commercial gas flat top, one prep table, one hot dog steamer, one small commercial deep fryer, one small display refrigerator and a commercial coffee machine. The City shall also provide a beverage cart for use by the Vendor. Said beverage cart is to be operated and stocked by Vendor and it is the City’s intention that the beverage cart be on course Saturday, Sunday and for tournaments. Staffing of the beverage cart will be Vendors responsibility. Gas for beverage cart will be supplied by the City. All equipment shall be operated in a reasonable and careful manner.

6.3 HOURS OF OPERATION AND CONSUMPTION OF ALCOHOLIC BEVERAGES

A. FOOD SERVICE

The bar and lunchroom concession shall be in operation concurrent with the hours of operation of the golf course pro shop which is scheduled as follows: Seven (7) days a week including holidays. Permission to vary these hours BEYOND the hours of the golf course operation must be authorized by the Brockton Park Commission.

B. SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES

a. SALE HOURS

The sale, delivery and consumption of wine and malt beverages is permitted during the following extended hours:

8:00 am to 8:00 pm – Monday through Saturday

11:00 am to 8:00 pm – Sunday

b. CONSUMPTION – LOCATION

Sale and consumption of wine and malt beverages shall be extended onto the grounds of the golf course subject to the following rules and requirements:

- i. Alcoholic beverages cannot be sold, delivered or consumed outdoors on the grounds of the golf course unless and until approved in writing by both the local licensing authorities and the Alcoholic Beverages Control commission (the “ABCC”) as part of a Section 12 licensed establishment.
- ii. Once approved in writing by the local licensing authorities and the ABCC, only those alcoholic beverages sold or delivered by the approved licensee may be consumed and possessed by the patrons outdoors on the grounds of the golf course that is included as part of the Section 12 licensed establishment. NO OTHER ALCOHOLIC BEVERAGES MAY BE CONSUMED OR POSSESSED.
- iii. The premises on which the extended sale, delivery and consumption of alcohol may be allowed during tournaments shall be as follows: the 18 holes of the golf course to be sold at specified and approved beverage stands.

(NOTE: when applying for license, licensee shall be required to submit detailed information as to the area of the golf course and location of stands for sale of alcoholic beverages on the golf course).

- 1. No licensee shall permit any patron to possess or carry alcoholic beverages in or on a public way.

2. At the crossing of each public way and the borders of the course, each licensee shall post signs stating “no alcoholic beverages permitted beyond this point” at appropriate location in a conspicuous place where these signs can be easily read.
3. Parking lots of a golf course will be treated the same as a public way.

6.4 MENU AND GENERAL OPERATION

The Vendor shall agree to serve food and drink of such character and quality as shall at all times meet with the approval of the Park Commission or Superintendent of Parks and/or his designee. The Vendor shall agree to leave the snack bar, food areas, porches, settees, tables, chairs and the surrounding outside areas in clean good condition daily and at the end of the agreement. These areas shall be policed and cleaned at least twice daily. No signs or advertisements are to be erected on the premises without prior consent of the Park Commission or Superintendent of Parks and/or his designee. If the Vendor desires to sell food at any other location on the golf course, written permission must first be received from the Park Commission or Superintendent of Parks and/or his designee.

6.5 VENDING MACHINES

It is the intent of this contract NOT to have vending machine service. Vending machine service must have prior written permission from the Park Commission. The City of Brockton will install their own vending machines.

6.6 PERSONNEL

The Vendor shall employ personnel who, at all times while on or near the golf course, shall at in a courteous and polite manner and not in a manner which could bring discredit upon the City or the Golf Course, or interfere with the use of the Golf Course. Dress Code is in effect whereas appropriate attire is required. Typical chef clothing is acceptable, including but limited to collared shirts, pants or shorts. Absolutely no Jeans or T-shirts allowed.

6.7 PAYMENTS

The Vendor shall make payments to the City of Brockton’s Park Department, on a monthly basis under the terms of the Contract. Payment must be received prior to the first day of the month.

6.8 TIMELINE

The Vendor shall begin operation of the lunchroom concession at the D.W. Field Golf Course on or after the DATE OF AWARD. Sale of alcoholic beverages shall commence only upon receipt of license for sale of wine and malt beverages, the application process for which shall be initiated by Vendor immediately after AWARD OF CONTRACT.

Section 7: COMPARATIVE EVALUATION CRITERIA

The purpose of information requested in this section is to assist the Park Commission in making judgments about the Proposers overall qualifications, including its technical abilities and previous experience. Proposers should respond to each criteria; responses to the following areas should be complete and full.

7.1 PROPOSERS EXPERIENCE IN OPERATING A FOOD CONCESSION

A Highly Advantageous rating will be given if the Proposer has Five (5) or more years experience in the operation of a food concession, with over two (2) years experience operating a food concession at a golf course.

An Advantageous rating will be given if the Proposer has Three (3) or more years experience in the operation of a food concession, with one (1) or two (2) years experience operating a food concession at a golf course.

A rating of Not Advantageous will be given if the Proposer has Three (3) or more years experience in the operation of a food concession, non at a golf course.

A rating of Unacceptable will be given if the Proposer has less than Three (3) years experience in the operation of a food concession.

7.2 PROPOSERS SUCCESS IN THE OPERATION OF A FOOD CONCESSION

A successful contract is defined as one that met the expectations of the client. Please list clients and contact persons below.

A Highly Advantageous rating will be given to a Proposer that has completed more than Three (3) successful food concession contracts.

An Advantageous rating will be given to a Proposer that has completed Two (2) or Three (3) successful food concession contracts.

A rating of Not Advantageous will be given to a Proposer that has completed only One (1) successful food concession contract.

A rating of Unacceptable will be given to a Proposer that has not completed a successful food concession contract.

7.3 QUALITY AND CONCISENESS OF WRITTEN NARRATIVE

A Highly Advantageous rating will be given to a Proposer that exceeds the expectations of the City to perform the contract.

An Advantageous rating will be given to a Proposer that meets the expectations of the City to perform the contract.

A rating of Not Advantageous will be given to a Proposer that is limited in its expectations of the City to perform the contract.

A rating of Unacceptable will be given to a Proposer that does not meet the expectations of the City to perform the contract.

THE AFORE MENTION CRITERIA IS BASED ON THE SUBMISSION OF NON-PRICE PROPOSALS EXCLUSIVELY.

ALL NON-PRICE PROPOSALS WILL BE CONSIDERED SEPARATELY.

ALL PROPOSALS MUST BE IN SEPARATELY SEALED ENVELOPES.

PRICE PROPOSALS MUST INCLUDE 1 ORIGINAL AND 5 COPIES MARKED PRICE PROPOSAL FOR PK-16-099.

SECTION 8: DOCUMENT SUBMISSION REQUIREMENTS

As previously stated, the following documents must accompany the proposal. Failure to provide any of the documents requested may result in the determination that the Proposer is non-responsive unless the Park Commission deems such failure to be a minor informality.

1. A list of three references with whom the Proposer has food concession contracts. Information should include name, contact person and telephone number; scope, duration and the amount of the contract. The Park Commission will contact the references in determining whether the Proposer is responsible.
2. A list of entities which the Proposer has had food concession contracts over the last five years. Information should include name, contact person, telephone number, scope and duration of the contract.
3. Sample menu, showing prices that the Proposer proposes to implement at this concession shall be included in the Non-Price Proposal Envelope.

4. List of Proposers Employees.

Name

Address

Title

PROPOSAL FORM
MINIMUM EVALUATION CRITERIA

REQUIREMENTS

1. The applicant will indicate the monthly fee (WITH A MINIMUM PROPOSED BID OF \$1,000 MONTHLY RENT FOR THE FIRST INITIAL YEAR AND INCREASED TO \$1200 MONTHLY RENT ON THE REMAINING YEAR(S) OF THIS EXECUTED CONTRACT.) The monthly fee pays to the City of Brockton's Park Department for the privilege of operating the bar and lunchroom concession at the D.W. Field Golf Course during the months of March through December.
2. The applicant must include with their offer, the menu that it will offer during the term of their contract. The menu must state various food and beverages (alcoholic and non-alcoholic) to be offered and prices thereof. The successful proposer will be obligated to provide the menu described during the term of the contract.
(Note: The Sale of Alcoholic Beverages will be limited to Wine and Malt Beverages ONLY).
3. The Park Commission will require that the applicant must have a minimum of five (5) years experience in the management of a lunchroom or snack bar or restaurant. A two (2) year degree in culinary arts may be substituted for two (2) years of experience. References will be required.
4. The successful applicant or his agent must be on premises at all times, during the normal working hours. Persons under the age of 21 years old will not be allowed to operate the concession at any time.
5. The successful applicant will be responsible for the maintenance of the carpets throughout the clubhouse, with the exception of the Pro Shop and office areas. The successful applicant shall be responsible for daily cleaning of the Men's and Ladies' restrooms and locker rooms, filling paper goods as needed. Removal of all trash and debris from the interior and exterior must be done on a daily basis. All cleaning supplies and goods will be supplied by the Park Department.
6. The successful applicant will be responsible for the security of the building at the close of each day.
7. All applicable Federal, State and Local laws pertaining to food handling must be followed.

CONDITIONS WHICH MUST BE ADHERED TO AND HOURS OF OPERATION

All licenses and permits required by the Board of Health, the License Commission and the Alcoholic Beverage Control Commission must be publicly posted and obtained by the successful applicant.

The successful proposer will be responsible for the cleaning of the main room area, food preparation area, outside rubbish receptacles, and the storage areas at all times.

All utilities will be supplied by the City with the exception of a private telephone.

No card playing will be allowed in the main room.

No loud music will be allowed.

In the event of material break of contract, the Park Department reserves the right to terminate this contract, provided vendor is give timely notice of material breach and following receipt of notice, 30 Days to cure said material breach.

All Debris and rubbish to be disposed of in the dumpster at the maintenance garage area on a daily basis.

All deliveries are to be curbside or parking lot. No vehicles will be allowed on the paved area surrounding the clubhouse area at any time during normal business hours.

Parking of vehicles will be in the parking lot only.

NON – PRICE PROPOSAL FORM

Non-Price Form

The undersigned hereby proposes to operate the Lunch Concession at the D.W. Field Golf Course from January 1, 2021 to December 31, 2022.

We hereby acknowledge and accept all conditions set forth in the Specifications.

Signed by: _____

Title: _____

Date: _____

HOURS OF OPERATION

LUNCHROOM CONCESSION HOURS:

May 1st to September 30th – Opening hours are 6:00 am
6:00 am to ½ hour after sunset – Seven days a week in season
(March 1st through December 31st – weather permitting)

Off Season – (January and February) weather permitting, will be at applicant’s discretion.

SALE OF ALCOHOL: Monday through Saturday – 11:00 am through 8:00 pm.
Sunday – 11:00 am to 8:00 pm.

Acknowledgement of Conditions

Signed by: (Name and Title)

Date

PRICE PROPOSAL FORM

PRICE FORM

The undersigned hereby proposes to offer, the City of Brockton, a per month fee (\$2,000 MONTHLY RENT FOR THE FIRST INITIAL YEAR; \$2,100 MONTHLY RENT FOR SECOND YEAR; \$2,200 MONTHLY RENT FOR THIRD OPTION YEAR) for the operation of the Lunch Concession at the D.W. Field Golf Course.

All Fees in Price Proposal to the City are based on Full Rates and Prorated for the months of **March and December only based on weather conditions**. There is no rent due for the months of January and February.

1. YEAR 2020 (PER MONTH) _____ CALENDAR YEAR

2. YEAR 2021 (PER MONTH) _____ CALENDAR YEAR

3. YEAR 2022 (PER MONTH) _____ CALENDAR YEAR
(Option Year)

****Note: The City will support, in its consideration, Annualized Cost of Living Adjustments during the Life of the Contract.**

We Hereby Acknowledge and Accept all conditions set forth in these specifications.

Signed by: (Name and Title)

Date

CITY OF BROCKTON – CONTRACT APPENDIX A (SUBMIT WITH PROPOSAL)

VENDOR TAX CERTIFICATE

I certify, under the pains and penalties of perjury, that to the best of my knowledge and belief, I have filed all state tax returns and paid all state taxes required under the law.

For use by CORPORATIONS ONLY:

PROPER CORPORATE NAME

SIGNATURE OF AUTHORIZED CORPORATE OFFICER

FEDERAL IDENTIFICATION NUMBER (FEIN)

For use by INDIVIDUALS OR COMPANIES OTHER THAN CORPORATIONS ONLY:

SIGNATURE OF INDIVIDUAL *

SOCIAL SECURITY NUMBER OR
FEDERAL IDENTIFICATION NUMBER (FEIN) **

*Approval of contract or other agreement will not be granted unless this certification clause is signed by applicant.

**Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing/payment obligations.

CERTIFICATE OF CORPORATE VOTE

I, _____; clerk/officer of _____
hereby notify that at a meeting of the Board of Directors/Officials of said corporation/company, held on _____
_____ the following vote was passed:

Vote to authorizing _____ to sign in behalf of the
corporation/company with the City of Brockton for _____.

Signature of Clerk/Officer

*** PLEASE ATTACH COPY OF OFFICIAL CERTIFICATE OF CORPORATE VOTE.**

CITY OF BROCKTON – CONTRACT APPENDIX B (SUBMIT WITH PROPOSAL)

AFFIDAVIT OF CLERK OF CORPORATION VENDOR
(To be signed and completed by Clerk)

I, _____, certify as follows:
(Print full name of Clerk)

1. I am the Clerk of _____ (print exact name of corporation) which is duly organized and incorporated under the laws of the Commonwealth of Massachusetts (or State of _____) and is/is not (circle one) duly registered to do business in the Commonwealth of Massachusetts with a principal place of business at _____.
2. That the names, residential addresses and title officers of the above-named corporation are as follows:

_____ President	_____ Address
_____ Vice President	_____ Address
_____ Treasurer	_____ Address
_____ Resident/Registered Agent	_____ Address

3. That the above named corporation was incorporated on _____.
4. The federal tax identification number of said corporation is _____.
5. That the above named corporation is in good standing with the Secretary of the Commonwealth of Massachusetts or the State of _____ (if incorporated under the laws of a foreign State) and has filed all federal and state tax returns and paid all federal, state and/or local taxes required under law.
6. _____ is authorized to sign contract/agreements on behalf of _____ pursuant to a vote of the Board of Directors/Officers on _____.
7. I, on behalf of the within corporation, do hereby acknowledge that by this contract, this corporation is transacting business within the Commonwealth of Massachusetts as defined by M.G.L. Chapter 223 A, Section 1, et seq. And is subject to the jurisdiction of its courts. (Pertaining to Non-Massachusetts Corporations Only.)

SIGNED under the pains and penalties of perjury this _____ day of _____, 20__.

Signature of Clerk of Corporation

CITY OF BROCKTON – CONTRACT APPENDIX C (SUBMIT WITH PROPOSAL)

VENDOR REGISTRATION FORM

TO BE COMPLETED BY ALL VENDORS:

TYPED/PRINTED NAME AND TITLE: _____

SIGNATURE: _____ DATE: _____

PROPER LEGAL NAME OF BUSINESS ENTITY: _____

FEIN or SOCIAL SECURITY NUMBER if FEIN is N/A: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____ FAX NO: _____

EMAIL ADDRESS: _____

IF CORPORATION:

1. GIVE YOUR CORRECT CORPORATE NAME:

2. STATE AND DATE OF INCORPORATION:

3. IF FOREIGN CORPORATION, GIVE MASSACHUSETTS REGISTRATION DATE:

IF FOREIGN BUSINESS ENTITY TRANSACTING BUSINESS IN MA, GIVE NAME/ADDRESS OF RESIDENT/REGISTERED AGENT IN MA (REQUIRED):

IF COMPANY, GIVE the OWNER'S NAME AND TITLE:

IF PARTNERSHIP, GIVE NAMES AND ADDRESSES OF PARTNERS:

IF TRUST OR LEGAL ENTITY, GIVE NAMES AND ADDRESSES OF TRUST OR LEGAL ENTITY:

MINORITY/WOMEN BUSINESS CLASSIFICATION STATEMENT

1. Our firm is principally (more than 50%) minority owned.

YES _____ NO _____

2. Our firm is principally (more than 50%) woman owned.

YES _____ NO _____

3. Our firm is registered with S.O.M.B.A. (State Office of Minority & Business Assistance)

YES ___ NO ___

SOMWBA CERTIFICATION CATEGORY: ___ / MBE ___ WBE ___

CITY OF BROCKTON – CONTRACT APPENDIX D (SUBMIT WITH PROPOSAL)

Attestation Clause

Under Chapter 233, Section 35 of the Acts of 1983, political subdivisions and agencies of the Commonwealth must annually furnish to the Commissioner of Revenue a list of all persons who have provided goods, services or real estate space in the aggregate of five thousand dollars (\$5,000.00) or more. Chapter 233 of the Acts of 1983, Sections 35 and 36 require that each provider or vendor of goods and services to any municipal agency must attest that it/he is in compliance of all laws relating to taxes. The Attestation must occur at the time of issuing, renewing, or extending a license, contract or agreement. Any person/company failing to execute this Attestation Clause shall not be allowed to obtain, renew or extend a license, contract or agreement. Each successful proposer shall certify that he is in compliance with Chapter 233 by providing a Social Security Number or Federal Identification Number when a contract is issued.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

TYPED/PRINTED NAME AND TITLE: _____

Certificate of Non-Collusion and Certificate of Bona Fide Proposal

As per Chapter 30B, Section 10, any person submitting a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the proposal, as follows:

The undersigned certifies under the penalty of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

VENDOR/COMPANY: _____

AUTHORIZED SIGNATURE: _____

Assurance of Non-Discrimination Compliance

Vendor does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, national origin, handicap, age or sex, in any of the following areas:

1. Recruitment, hiring, upgrading, promotion, whether for full-time employment, consideration for demotion, transfer, layoff, or rehiring.
2. Rates of pay or any other form of compensation and changes in compensation.
3. Job assignments and seniority status.
4. Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
5. Fringe benefits available by virtue of employment, whether or not administered by the recipient.
6. Selection and financial support for training, including apprenticeship, professional meetings, conferences and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
7. Employer-sponsored activities, including social or recreational programs.
8. Any other term, condition, or privilege of employment.

VENDOR/PROPOSER: _____

AUTHORIZED SIGNATURE/TITLE/DATE: _____

ADDRESS AND TELEPHONE: _____

CITY OF BROCKTON – CONTRACT APPENDIX E (SUBMIT WITH PROPOSAL)

Certificate of Insurance
(Service Contracts Only*)

As successful bidder on this Contract, you must supply the City of Brockton with a properly endorsed CERTIFICATE OF INSURANCE. Both the City of Brockton and the Vendor shall be named as co-insured/additional insured and the City shall be named certificate holder, and certificates of insurance shall be furnished to both parties. Reporting of accidents and claims shall be done by the Vendor. This Certificate MUST accompany the Contract. Unless otherwise provided for by the Contract, Vendor shall meet the following insurance requirements:

WORKERS' COMPENSATION: The Vendor, before commencing performance of the work required to be done under the Contract, shall provide for the payment of compensation, provided by the General Laws (ter. Ed.) Chapter 152 as amended to all persons to be employed by him/her in connection with said performance and shall continue in full force throughout the period of this Contract.

PUBLIC LIABILITY: Within fifteen (15) days after the award of this Contract the Vendor shall, at his/her own expense, procure and maintain insurance for Public Liability in the minimum amount of \$500,000/\$1,000,000 and Property Damage Liability in the minimum amount of \$50,000/\$100,000.

The policies shall contain a provision worded as follows: "The Insurance Company waives any right to subrogation against the City of Brockton which may arise by reason on any payments under this policy."

The policy/policies must contain on the face a notation that it/they cannot be cancelled without at least thirty (30) day's notice in writing to the City as owner.

Furthermore, the certificates of all policies shall provide for notice of cancellation of the Contracting officer and the certificates shall indicate that the above provisions have been included.

***DESIGN/CONSULTING SERVICES, PLEASE PROVIDE PROOF OF PROFESSIONAL LIABILITY INSURANCE.**

AUTHORIZED SIGNATURE: _____

Indemnification and Release

To the fullest extent permitted by law, the VENDOR shall indemnify, defend, and hold harmless the CITY and their respective officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including costs, reasonable attorneys' fees, consequential damages and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance of VENDOR'S work under this Contract whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; but only to the extent attributable to the negligence of the VENDOR or any entity or individual for which it is legally responsible or vicariously liable and; regardless whether the claim is presented by an employee of VENDOR. Such indemnity obligation shall not be in derogation or limitation of any other obligation or liability of the VENDOR contained in this Contract or otherwise. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the VENDOR under any workers' compensation acts, disability benefits acts or other employee benefits acts. This indemnification shall be in addition to any indemnity liability imposed by the Contract and shall survive the completion of the work performed under or the termination of the Contract.

The VENDOR'S assumption of liability is independent from, and not limited in any manner by the VENDOR'S insurance coverage obtained pursuant to the terms of this Contract.

AUTHORIZED SIGNATURE: _____

CITY OF BROCKTON – CONTRACT APPENDIX F (SUBMIT WITH PROPOSAL)

DEVIATION SHEET

All deviations and/or substitutions from the original specified items (or equal) must be noted in writing on the Deviation Sheet (Appendix “F”). Additional pages may be used if necessary. These items shall be approved by the lead department for compatibility, workmanship, and functionality before award of contract.

PLEASE LIST BELOW:

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

CITY OF BROCKTON – CONTRACT APPENDIX G (SUBMIT WITH PROPOSAL)

VENDOR WORK HISTORY

- A. The undersigned proposes to supply: _____.
- B. The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the specifications.
1. Have been in business under present business name for _____ years.
 2. Are you fully licensed to do business under this contract? _____
 3. Do you comply with all ordinances and regulations mandated by M.G.L. and the community in which you are located? _____
 4. Ever fail to complete any work awarded? _____
 5. Have you been involved in litigation in the past five (5) years? _____
 6. List at least three (3) state, local or private companies and/or organizations which you have served recently of similar character as required for the above-mentioned.

	<u>LOCATION</u>	<u>DATE</u>	<u>DESCRIPTION OF WORK</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

C. Proposers shall indicate firm date of delivery on receipt of contract and subsequent purchase order form the City of Brockton.

DELIVERY DATE: _____

COMPANY: _____

TYPED NAME: _____

SIGNATURE: _____

TITLE: _____

D. Proposers shall note that this proposal reflects all changes in addendum/amendment numbers:

STATEMENT REQUIRED UNDER CHAPTER 60, M.G.L.

I/we certify that I/we have never been convicted of a crime involving the willful and malicious setting of a fire or of a crime involving the aiding, counseling or procuring of a willful and malicious setting of a fire, or of a crime involving the fraudulent filing of a claim for fire insurance; and I am not delinquent in the payment of real estate taxes to the City of Brockton.

Signed under the penalties of perjury on this ____ day of _____, 201__.

BY: _____

WITNESS

BUYER, or on behalf of BUYER