

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

REQUEST FOR PROPOSAL AND SPECIFICATIONS  
FOR

OPERATION OF A FOOD CONCESSION STAND AT  
18 MILE CREEK GOLF COURSE  
2022-2024 (with 2025 option) SEASONS

Town of Hamburg  
6100 South Park Ave., Hamburg NY 14075

TOWN OF HAMBURG  
REQUEST FOR PROPOSALS

Sealed Proposals are hereby requested on the following:

"Operation of a Food Concession Stand at the 18 Mile Creek Golf Course 2022 - 2024 (with 2025 option) Seasons", all in accordance with specifications on file with the Hamburg Town Clerk, Catherine A. Rybczynski, 6100 South Park Avenue, Hamburg, New York. These specifications may be obtained in the Hamburg Town Clerk's office during regular business hours on weekdays (Monday-Friday) from 9:00 a.m. to 5:00 p.m. (local time).

Sealed proposals on the above must be filed and submitted in writing to the Hamburg Town Clerk, 6100 South Park Avenue, Hamburg, New York 14075, no later than 11:00 a.m. (local time) on March 25, 2022.

Proposals must be marked "Operation of a Food Concession Stand at 18 Mile Creek Golf Course 2022 - 2024 (with 2025 option) Seasons".

THE TOWN BOARD RESERVES THE RIGHT TO REJECT ALL PROPOSALS AND TO WAIVE ANY INFORMALITIES.

Dated: February 24, 2022

Catherine A. Rybczynski  
Town Clerk  
Town of Hamburg

SPECIFICATIONS FOR A LICENSE TO OPERATE THE CONCESSION  
STAND AT THE  
TOWN OF HAMBURG GOLF COURSE  
2022 - 2024 (w/ 2025 option) SEASONS

1. The vendor is to file with the Town Clerk a performance bond issued by an incorporated surety company in the amount of One Thousand (\$1000) Dollars.
2. The vendor shall comply with all applicable Federal, State, County and all local statutes, laws, regulations, and licensing requirements and shall maintain the property in accordance with such laws and all the regulations.
3. The vendor shall operate the refreshment concession seven (7) days a week, from one-half hour before the golf course opens to two (2) hours after the last greens fee is sold, but shall not operate if Golf Course Management closes the course due to weather. In the event inclement weather arises after the refreshment concession opens for the day, the Golf Course Management reserves the right to determine the closing time of the refreshment concession. On special event days, i.e. tournaments, in which vendor provides food, opening time is subject to change, with the approval of the Golf Course Management; however, the closing time is not subject to change.
4. The vendor shall charge reasonable competitive prices for merchandise.
5. The vendor shall keep the concession, patio and gazebo areas clean and free of debris, food debris, paper, bottles, and trash connected with the concession and shall dispose of all garbage daily.
6. In addition to sales directly from the concession stand, the vendor shall be permitted to sell alcoholic beverages, non-alcoholic beverages and snacks on the golf course. **The vendor is encouraged to lease or purchase a food and beverage cart suitable for a golf course.** This will only be permitted under the conditions set forth by the Golf Course Management. In addition, the vendor shall not permit the sale of any non-food related items for their sole benefit or for the benefit of any other organization.

7. The vendor shall secure and maintain in force during the term of the contract Workers' Compensation and New York State Disability Benefits insurance as required by New York State Law.

8. The vendor shall also secure and maintain the following insurance: General Liability insurance covering vendor's premises, operations, products, operations of independent contractors, and contractual liability and naming the Town of Hamburg and its employees as additional Insureds with limits for Bodily Injury and Property Damage combined of at least \$2,000,000 each occurrence. Workers' Compensation at statutory limits; New York State Disability at statutory limits; Liquor Law Liability coverage with limits of at least \$1,000,000 each occurrence for Bodily Injury and Property Damage naming the Town and its employees as Additional Insureds. All coverages are to be written in a company licensed in New York and the company should have a Best's Key rating Guide rating of at least B+.

9. A certificate of the above required insurance providing a minimum of 30 days written notice of cancellation or non-renewal of such insurance shall be submitted to the Town Attorney's office, Town Hall, 6100 South Park Avenue, Hamburg, New York 14075, prior to execution of the lease(see accompanying Certificate of Insurance sample for reference).

10. The vendor shall indemnify the Town and its employees for any and all loss, cost, damages, and liability arising in any way from the vendor's obligations, operations, or use of the property.

11. If the vendor is a corporation or LLC, all corporate officers or managers, respectively, must execute an individual guarantee for all payments due and owing to the Town of Hamburg under the agreement.

12. The Town agrees to provide and maintain the following equipment:

- 1-24" gas grill
- 1-24" gas char-broiler
- 1-french fryer (double basket)
- 1-upright refrigerator/freezer
- 2-upright freezers
- 1-3 tub stainless steel sink
- 1-beverage cooler
- 1-milkshake mixer
- 1-ice cube maker
- 1-four foot (4') stainless steel table
- 6-(six) tables with 4 (four) chairs each
- 1-automatic fire extinguishing system (must meet Health Department Requirements and Building Code)
- 1-Storage Shed (adjacent to cart barn)

13. Equipment other than that listed above, as provided by the Town, shall be provided by the vendor and insured by the vendor. Furthermore, the vendor agrees not to subrogate against the Town for damage to vendor's property caused by Town employees or its' representatives.

14. The vendor shall abide by and enforce the following rules and regulations:

(a) All space except refreshment stand and storeroom is reserved for Town use.

(b) Refreshments may be sold only at such places as indicated in paragraph number 6 of this agreement and as are provided in the existing building, and no refreshments are to be dispensed in glass or metal containers.

(c) No additions or alterations may be made to the premises temporarily or otherwise, by the vendor.

(d) The vendor shall use reasonable and diligent care in using and maintaining the property and equipment in a condition as good as at present, ordinary wear and usage expected, and shall deposit with the Town the sum of One Thousand (\$1000) Dollars cash, or certified check, as security for said return. If said property and equipment is returned in a condition as good as at the present, ordinary wear and usage accepted, said deposit shall be returned to the bidder. If any property is damaged, such portion of said deposit necessary to repair and/or replace the damaged property and equipment shall be forfeited to the Town of Hamburg, but such forfeiture shall in no way prevent or limit the Town of Hamburg from pursuing any further claims for damages which exceed the amount of the deposit forfeited.

(e) Vendor shall provide all necessary restaurant equipment, in addition to whatever equipment may now be on the premises owned by the Town of Hamburg.

15. The Town agrees to cooperate to enable the vendor to obtain a beer license for the refreshment stand. The agreement is not contingent upon the vendor obtaining any license to sell alcoholic beverages, however. The only alcohol allowed for consumption will be purchased from the concessionaire, and alcohol can be consumed anywhere on the premises with exception of the Town side of clubhouse (i.e. POS area, restrooms, office, and community room) and parking lot.

16. Additionally, regarding the serving of alcohol, the vendor and its staff must adhere to all Federal and N.Y.S. Alcohol related laws and the Town requires related training in the proper serving of alcohol.

17. The Town of Hamburg Golf Course Clubhouse and Concession Areas are deemed total smoke-free areas as governed by the Erie County Anti-Smoking Law. This decision is based on Section 6, Option to Declare Establishment "Smoke-Free" of the Local Law.

18. The bid price will be for the 2022 - 2024 (2025 option) golfing seasons; at the amounts specified in paragraph 19.

19. Acceptable bids must equal or exceed Seventeen Thousand Five Hundred (\$17,500.00) for each season of the proposal.

20. The successful applicant shall enter into an agreement with the Town covering the foregoing terms herein set forth, prior to occupancy.

21. The Town reserves the right to cook and/or serve food and beverages itself or through a third party for not more than four (4) fund raising benefit tournaments sponsored by the Town during each season of the agreement.

22. THE TOWN RESERVES THE RIGHT TO REJECT ALL PROPOSALS, to consider the reputation of the applicant in making its selection, and to waive any informalities or minor deviations from the specifications

23. This sheet must be signed and returned with the proposal.

24. The Town reserves the right to include the golf course Snack Bar as part of any "pouring rights" contract negotiated for soft drink sales. Vendor must limit sales to the designated brand(s) if an agreement is in place. Vendor will be required to check to see if such an agreement is in place by February 1<sup>st</sup> of each year of the contract.

25. The vendor may choose to sub contract for and install outdoor vending machines in the designated area adjacent to the clubhouse. All outdoor vending proceeds would benefit the vendor. Pouring rights, if in place by contact, would have to be honored.

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Signature of Applicant