

**CONCESSIONAIRE SERVICES
FALLSBURG GOLF CLUB
TARRY BRAE/LOCHMOR GOLF COURSES**

TOFGC-RFP
2021
TOFGC-RFP 2021



NOTICE TO OFFERORS

Proposals for the Town of Fallsburg TOFGC-RFP 2021 Concessionaire Services-Tarry Brae / Lochmor Golf Courses will be received by the Town Board at the Supervisor's Office located at PO Box 2019, South Fallsburg NY 12779 up to and including Friday, October 15th , 2021 at 4:00 **P.M.**, prevailing time.

Copies of the Request for Proposals may be obtained beginning Tuesday September 14th , 2021 at the above address between the hours of 9:00 A.M. and 3:45 P.M., Monday through Friday (with the exception of Town-observed holidays), as well as through www.townoffallsburg.com under "Documents".

August 25, 2021

Steven Vegliante,
Supervisor, Town of Fallsburg

INSTRUCTIONS TO OFFERORS

The only-official distribution source for this RFP is through the Supervisors Office. If you have obtained this RFP from a different source, you are encouraged to contact the Supervisors Office to receive an official copy.

By submitting a Proposal, you are asking the Town of Fallsburg to accept your offer for the sale of goods and/or services. It is important that you READ and UNDERSTAND all terms and conditions in this RFP, as well as understand the laws that govern Public Contracts in New York State. If you do not agree with the terms and conditions contained in this RFP you should not submit a Proposal.

Your Proposal will be considered by the Town of Fallsburg if the following conditions are met:

1. Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the Town of Fallsburg and an Offeror during the procurement process. An Offeror is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Town of Fallsburg Executive ("Restricted Period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Town of Fallsburg employees are required to obtain certain information when contacted during the Restricted Period. The designated staff contact is the Supervisors Office, telephone (845) 433-8810 x5. Offerors responding to this RFP must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Proposal Form.

2. Applicable Not Applicable

A pre-proposal conference and site visit will be held for qualified offerors as follows:

LOCATION	TIME
Tarry Brae 387 Pleasant Valley Rd, South Fallsburg, NY 12779 Town of Fallsburg	Wednesday, September 29, 2021 at 12:00PM; or contact the Supervisors Office for a different time.
Lochmor 586 Loch Sheldrake Rd, Loch Sheldrake, NY 12759 Town of Fallsburg	Immediately following the site visit listed above.

Attendance is required. The Town of Fallsburg shall not be liable for, nor shall it review proposed change orders, contract amendments, etc. for inadequate pricing, labor, materials, time or similar issues in Vendor/Consultant's contract with the Town of Fallsburg resulting from Vendor/Consultant's failure to attend and obtain information provided at the pre-proposal conference, site visit and/or any addenda issued afterward.

3. Offerors are responsible for reporting in writing any errors, omissions or ambiguities found in this RFP. All such reports, requests for information, questions, etc. shall be emailed to mmelko@fallsburgny.com with questions typed in the body of the email, and the subject line "RFP Questions". No questions will be entertained by any other means. All questions must be submitted by Wednesday, October 13th, 2021, 3:45PM prevailing time. Questions received after this time may not be addressed. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Offerors. Questions will not be responded to individually.

1. Unless otherwise specified herein, all Proposals shall be made upon forms furnished in this RFP, if any, and as may be modified by addenda, contained in sealed envelopes clearly marked on the outside packaging with TOFGC-RFP 2021 Concessionaire Services-Tarry Brae/Lochmor Golf Courses addressed to Supervisors Office, PO Box 2019 South Fallsburg NY 12779 and received up to and including Friday, October 15th, 2021 prevailing time. If NOT sending your Proposal via U.S. Mail, (i.e., using FedEx, UPS, hand delivery, etc.) please use the following address: Supervisors Office, PO Box 2019, South Fallsburg NY 12779. It is the Offeror's responsibility to clearly mark the outside of their mailing package with the RFP title and number. Faxed / E-mailed Proposals are not permitted.

2. Two (2) sets of all Proposals shall be submitted, ONE SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES including completed copies of any forms or certifications required in this RFP. Forms, if any, included in this RFP shall be completely filled in, in ink or by typing, on the original form. Failure to respond to this RFP on any official form(s) included in this RFP, may result in disqualification of a Proposal as non-responsive. No Proposal Form will be accepted which contains any modification to the template, additional information not specifically requested, omissions or erasures. Each Proposal Form shall be signed by a duly authorized individual on behalf of the Offeror. Illegible and unsigned Proposals will be rejected as non-responsive.

3. Permission will not be given to modify or explain any Proposal after it has been opened, unless clearly specified in this document (e.g. interviews). Permission to withdraw a Proposal prior to opening will be at the discretion of the Town of Fallsburg and no replacement Proposal may be submitted without authorization from the Commissioner of General Services. Opened Proposals which required a deposit for plans and specifications may not be withdrawn until forty-five (45) days after opening.

4. Basis of Award provisions vary with each RFP, please read that section carefully. Some RFPs may be awarded to more than one entity. The Town of Fallsburg reserves the right to waive any informality, reject any and all Proposals, or, if noted in the Basis of Award section of this RFP, accept any Proposal in whole or in part, if deemed to be in the best interest of the Town of Fallsburg.

5. Any award shall be subject to the execution of a contract (and, if applicable, license or other agreements) between the Offeror and the Town of Fallsburg. The Town of Fallsburg's contract obligation is contingent upon execution of the contract between the Town of Fallsburg and selected Vendor/Consultant, provision of required Pay-to-Play forms, insurance certificates and bonds, as applicable, by the Vendor/Consultant, and the availability of appropriated funds for the contract. No legal liability on the part of the Town of Fallsburg for payment of any money shall arise unless and until a contract is executed by both parties, funds are appropriated and made available in each year of the term of the contract, and all performance requirements for each payment are met. The Town of Fallsburg shall have no responsibility or liability for any of

Offeror's costs related to preparation of Proposals, attendance at interviews, etc.; all such costs are solely at Offeror's risk and expense.

6. Offeror(s) awarded a contract agree to execute the contract in the same form as the template enclosed in this RFP in the timeframe, if any, indicated in this RFP. Any supplemental agreement(s) (e.g. licensing or maintenance _agreements) requested by art Offeror must be included in the Proposal and are subject to the discretionary approval of the Town of Fallsburg Attorney and the Town of Fallsburg Executive. For any software required in the scope of services, include any proposed license or maintenance agreement(s) with your Proposal. Failure to reach agreement on contract terms and conditions may result in rejection of a Proposal, rescission of an award and/or retention of Bid Security by the Town of Fallsburg.
7. The Town of Fallsburg maintains a unilateral right to cancel or extend the contract in accordance with the terms of any contract resulting from this RFP. If a Vendor/Consultant fails to perform or otherwise breaches the contract, in addition to any other rights and remedies the Town of Fallsburg may have, the Vendor/Consultant may be listed as non-responsible and may be ineligible for future contract awards.
8. If Bid Security is required by this RFP; it must be included in the Proposal. If Performance and/or Payment Bonds are required by this RFP, Proposals must include a letter from the Offeror's bank or surety stating that the required letter of credit or bond(s) will be provided in the event of a contract. The letter of credit or bond(s) shall be provided for each year or relevant portion of the contract, as may be applicable.
9. Offerors should be properly registered to do business in the State of New York and furnish applicable certificates of authority/incorporation/partnership/dba, etc. with their Proposal.
10. The Town of Fallsburg encourages submission of Proposals by certified Minority- and/or Women-Owned Business Enterprises (MWBE) and/or Disadvantaged Business Enterprises (DBE).
11. A Non-Collusion Certification, Disclosure of Non-Responsibility Determination and Iran Divestment Act Certification are included in this RFP. Bidders must complete and submit a signed original of each and the applicable number of copies of each with each Bid.
12. Supplier Forms are provided with this RFP. Offerors that have not received a purchase order in the last twelve (12) months from the Town of Fallsburg must submit completed and signed Supplier Forms prior to execution of a contract by the Town of Fallsburg.
13. Please be advised that this solicitation is subject to Orange Town of Fallsburg Local Law No. 13 of 2013, as amended, known as the "Pay-to-Play Law". Pay-to-Play Forms will be made available with this RFP. All Pay-to-Play Forms should be submitted with your Proposal and will be required if you are awarded a contract. The Pay-to-Play Forms are required from the Vendor/Consultant (unless exempted by the law) prior to execution of a contract by the Town of Fallsburg.
14. Pursuant to New York's Freedom of Information Law ("FOIL") (Public Officers Law, Article 6, Sections 84-90) all government records are presumptively open for public inspection unless specifically exempted from disclosure under FOIL. Offerors who have a good faith belief that information contained in their Proposal is exempt from disclosure under FOIL must, at the time of their submission, request the exemption in writing, setting forth the basis for the claimed exemption.

In addition, the Offeror must mark each page of its submission claimed to be exempt from disclosure under FOIL with the following legend: **"THE OFFEROR BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW."** Neither the Offeror's classification of materials as exempt under FOIL, nor the Town of Fallsburg's acceptance of Offeror's Proposal with the claimed exemption(s), should be considered a final determination as to whether the designated materials are exempt from disclosure under FOIL. All determinations as to the propriety of claimed exemptions will be made by the Town of Fallsburg and/or a court of law in accordance with applicable law.

INSURANCE REQUIREMENTS

During the term of the contract, or longer if required, Vendor/Consultant shall maintain, at its expense, Worker's Compensation, Disability and liability insurance policies of the types and minimum coverages specified in the enclosed contract template (e.g., Agreement for Vendor Services), as applicable. Certificates of insurance evidencing Vendor's/Consultant's compliance with these requirements shall be required prior to execution of the contract by the Town of Fallsburg. Award is conditional upon submission of insurance documents within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Offeror as non-responsive and/or the Town of Fallsburg's retention of any Bid Security.

BONDING REQUIREMENTS

Performance Bond

The Vendor/Consultant shall, at the time of execution of the contract, in the amount of \$100,000 (one hundred thousand dollars), obtain and maintain in full force and effect for sixty (60) days after contract expiration or longer if the contract so requires:

- an irrevocable letter of credit with a sound and reputable bank authorized to do business in the State of New York, or
- a Performance and/or Payment Bond, as specified above, signed by a surety company authorized to do business in the State of New York, having an A.M. Best rating of A- or better and appearing on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the Bond(s).

The Performance Bond, Payment Bond, letter of credit, etc., shall name the Town of Fallsburg as beneficiary and may be invoked to the benefit of the Town of Fallsburg upon delivery of a certified statement to the issuing bank or surety company that the Contractor has failed to perform, pursuant to the terms and conditions of its contract with the Town of Fallsburg.

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SCOPE

It is the intent of these specifications to describe the minimum requirements to secure a qualified vendor(s) to provide concession services at the following locations:

Tarry Brae
387 Pleasant Valley Rd,
South Fallsburg, NY 12779
Town of Fallsburg

Lochmor
586 Loch Sheldrake Rd,
Loch Sheldrake, NY 12759
Town of Fallsburg

Currently the Concessionaire Services include operation of the snack bar facilities when the golf courses are open and catering for golf outings and private events throughout the year. Additional Concession Facilities at the Golf Courses, as proposed by Offerors, may also be considered.

Offerors may submit proposals for either one or both locations. If an Offeror is submitting a proposal for both golf courses, each proposal must be made separately, each must contain all the items requested by this Request for Proposals and each must individually meet the specifications.

SPECIFICATIONS

License Agreement as Specifications

In addition to the items noted below, the terms and conditions of the Concession License Agreement ("License"), attached and incorporated as Appendix A-2 to this **RFP**, constitute Specifications for this RFP.

Mandatory Requirements

1. All requirements detailed in the Concession License Agreement attached as Appendix A-2 to this Request for Proposals are mandatory requirements and must be met by the Offeror.
2. The successful Offeror must possess at least five (5) years' experience in the food service industry.
3. The Town of Fallsburg owns equipment located at the Tarry Brae and Lochmor Golf Courses, which will be made available to the successful Offeror for its use during the Term of the License on the terms and conditions set forth in the License. The successful Offeror must provide all additional equipment and supplies to ensure that, at a minimum, the current level of foodstuffs and service remain at the respective Golf Courses.
4. The successful Offeror must obtain and maintain a liquor license in accordance with the terms and conditions of the Concession License Agreement.

Performance and Experience

Inventory of It shall be incumbent upon each Offeror to demonstrate that he/she/it has the background, qualifications, experience, and financial wherewithal to successfully operate food and beverage concessions like and commensurate with those sought by this Request for Proposals, including the ability to be properly equipped, insured, and licensed. The successful

Offeror must possess the ability to secure and maintain an adequately trained work staff capable of mature, responsible performance.

Present Concessionaire

There may be an opportunity for the successful Offeror to purchase inventories of unopened paper products, syrups, condiments, oils, canned food products or equipment held by the present concessionaire. However, this would be a separate private transaction between the selected and previous concessionaires.

Capital Improvements

If Offeror wishes to propose capital improvements, please provide a clearly defined plan and how it will be financed. The Town of Fallsburg will approve and provide for any capital improvements to the Golf Course(s), but such projects will be approved on a yearly or scheduled basis depending on need and available resources as solely determined by the Town of Fallsburg. The Town of Fallsburg is the owner of both Golf Courses and any future improvements made to the course.

Transition Plan

Please carefully and thoroughly explain how your firm will transition from current operator to your organization. Who on your firm's staff will perform the various identified tasks? What is the time table for each task or activity?

Note: It must be expressly stated here that the Town of Fallsburg will in no way be obligated to subsidize or support the operation of the concession service(s) by the successful Offeror. The Licensee must be able to pay all its financial obligations, including operational expenses, and debt service from its own operating revenues. It will be the complete responsibility of the successful Offeror to ensure that the concession service(s) operates in a financially responsible manner. The Town of Fallsburg will not pledge any revenues, taxes, fees, or other financial resources to pay expenses incurred by the Licensee that enters into a license with the Town of Fallsburg under this RFP.

TERM

The Town of Fallsburg anticipates that the term of this contract will be for five (5) years commencing on or about January 1, 2022 and ending December 31, 2027. The Town of Fallsburg reserves the right to extend the contract for up to two (2) additional one (1) year periods, at the sole option of the Town of Fallsburg and under the terms and conditions of the original RFP, unless alternate terms are specified in this RFP and/or the contract for renewals/extensions.

Upon expiration of the original term or any renewal thereof, if authorized by the Town of Fallsburg as above, this contract may be extended unilaterally by the Town of Fallsburg for an additional period of up to two months upon notice to the Vendor/Consultant with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. With the concurrence of the Vendor/Consultant, the extension may be for a period of up to three months in lieu of the up to two-month period.

PAYMENT

Payment to the Town of Fallsburg shall be made monthly in arrears no later than five (5) days after the end of each calendar month. Payments shall be subject to the late charges specified in the attached License.

SUBMISSION OF PROPOSALS

Offerors submit their proposals for both locations, Tarry Brae and Lochmor.

Unless otherwise noted below, one (1) signed original (as applicable to the document type) and the number of copies specified in Item #5 of the Instructions to Offerors, of each of the following items should be submitted in your Proposal package- It is NOT necessary to include a copy of the entire RFP in your Proposal package only the items required below. Proposals must include:

3. Completed and signed Proposal Form
4. Proposal Narrative: Proposals must include an organized narrative response to all elements listed below along with a proposed transition timeline.
 - a) Contract Food/Beverage Service Qualifications Statement Form. Offeror shall submit a complete and accurate Qualifications Statement. The form of Qualifications Statement is attached as Appendix A-1. The completed Qualifications Statement of the successful Offeror shall be attached and incorporated into the License and relied upon by the Town of Fallsburg in entering into the License.
 - b) Statement of Experience. Offeror must detail a minimum of five (5) years' experience in the food service industry.
 - c) Menus / Products Sold / Hours of Operation. Sample menus and products to be sold with anticipated prices and portion sizes, for all foodstuffs, beverages, etc., for all Concession Services (see Sections 3 and 9 of the Concession License Agreement in Appendix A-2), must be submitted with the Proposal Form. Menus and products offered shall be equal to, or better than, those presently available at the golf courses. Copies of existing menus for the Tarry Brae Golf Course and Lochmor Golf Course are attached to this Request for Proposals as Appendix A-4. Menus and prices are subject to negotiation of and approval by the Town of Fallsburg and must include hot and cold breakfast and lunch items. Proposed hours of operation to be included and shall include as a minimum 7:00 to 8:00 p.m. daily on each day of course operations.
 - d) Intended Improvements. Proposals shall include a detailed statement describing all anticipated improvements to types of service and foodstuffs that will be provided if an award is made and the materials, goods and equipment that Offeror will make available for the performance of Concession Services as defined in the License. Concession Services other than those described in the template License (e.g. provision of ATMs), may be proposed for consideration by and approval of the Town of Fallsburg, at its sole discretion.
 - a) Staff/Management. A detailed statement describing the Offeror's staffing, training, and management plan must be submitted with the Proposal. Resumes or bios should be included with the Proposal.
 - b) Financial Statements. Offeror shall submit a current financial statement with the Proposal.
 - c) Credit References. A minimum of two (2) credit references must be submitted.
 - d) References. Offeror must provide at least three (3) professional references, with names, addresses, and telephone numbers (see Item #13 in Appendix A-1).

- e) Large Banquet References. Offerors must provide a detailed summary of previous experience in preparing large banquets, including the type of banquet event, number served, menu served, and references, with names, addresses, and telephone numbers (see Item #13 in Appendix A-1).
 - f) Sample Event Contract. Offerors must submit a sample contract it typically uses for banquets and special events. The sample contract, once approved by the Town of Fallsburg, shall be incorporated as a template into the License.
 - g) Transition timeline. noting that the Town of Fallsburg's current Concession License Agreement expires on December 31, 2018.
5. Non-Collusion Certification
 6. Iran Divestment Act Certification
 7. Disclosure of Non-Responsibility Determination (copy of instruction page not required)
 8. Certificate of Authority/Incorporation/Partnership/dba, etc., as applicable to your business entity
 9. Bid Security and/or letter from bank or surety if requested in the Bonding section of this RFP
 10. Supplier Forms (if not already a current Town of Fallsburg awarded vendor)
 11. Information or other materials to be included, only as requested in the Specifications
 12. Any supplemental agreements (e.g. a licensing agreement) requested by an Offeror must be included in the Proposal and are subject to the discretionary approval of the Town of Fallsburg Attorney and the Town of Fallsburg Executive. For any software required in the Specifications, include any proposed license or maintenance agreements with your Proposal. Offeror awarded a contract agree to execute the contract in the same form as the template enclosed in this RFP and in the timeframe, if any, indicated in this RFP. Failure to reach agreement on contract terms and conditions may result in rejection of a Proposal, rescission of an award and/or retention of Bid Security by the Town of Fallsburg.

ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE PACKAGING WITH THE RFP TITLE AND NUMBER. INSURANCE: While not required in the Proposal package, Offerors are reminded that Certificates of Insurance evidencing Vendor's/Consultant's compliance with the Insurance requirements of this RFP must be provided prior to execution of the contract by the Town of Fallsburg. The number of days for submission may vary but it may be less than one business week, please be prepared. **FAILURE TO SUBMIT INSURANCE DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE VENDOR/CONSULTANT AS NON-RESPONSIVE AND/OR THE TOWN OF FALLSBURG'S RETENTION OF BID SECURITY.**

ADDITIONAL INFORMATION, INTERVIEWS & SITE VISITS

The Town of Fallsburg may require any or all Offerors to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Offeror will have available for the performance of this contract. The Town of Fallsburg reserves the right to interview, any or all Offerors and/or visit any or all Offeror's sites during the evaluation of Proposals. If applicable, the Town of Fallsburg shall contact Offerors to arrange an

interview and/or a site visit of Offeror's facilities at any time during the evaluation process. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. The Town of Fallsburg may award the contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interests of the Town of Fallsburg.