

**TOWN OF GUILDERLAND
REQUEST FOR PROPOSALS
WESTERN TURNPIKE GOLF COURSE FOOD & BEVERAGE SERVICES**

The Town of Guilderland (“Town”) is seeking proposals from vendors to provide food and beverage services in facilities, as described herein, at the Western Turnpike Golf Course (“Course”) located at 2350 Western Avenue, Guilderland, NY 12084.

The Town intends to select a vendor to operate a restaurant and bar at the Course clubhouse, provide on-course mobile beverage services, and handle food and beverage needs at Course facilities for members, guests, tournaments, leagues, outings, banquets, weddings and special events (“Services”).

The Town proposes to contract with a vendor to provide Services during every day and hour when the Course is open. The Town and selected vendor shall sign a three-year lease with two three-year option terms.

Questions regarding this request for proposals or to arrange an inspection of the Course and facilities should be directed to CJ Gallup, Director of Parks & Recreation, 181 State Route 146, Altamont, NY 12009, (518) 456-3150.

An original and five copies of a proposal shall be filed with Lynne M. Buchanan, Town Clerk, Town Hall, 5209 Western Turnpike, Guilderland, NY 12084 no later than 4:00pm on December 30, 2022. A proposal may be modified or withdrawn at any time prior to the opening date and time upon written request to the Town.

I. BACKGROUND INFORMATION

A. Course

The Course is a Town-owned 27-hole golf course with practice greens and a driving range. The typical golf season is from April to November.

B. Facilities

Course facilities, which are offered “as is,” include the following:

1. **Clubhouse.** The Clubhouse overlooks the Course, with two parking lots for approximately 270 vehicles. The Clubhouse’s public spaces include:

Bar area	1,815 sf; 60 person capacity
Ballroom	3,600 sf; 280 person capacity
Atrium	2,970 sf; 180 person capacity
19 th Hole Room	650 sf; 48 person capacity
Board Room	522 sf; 32 person capacity
Member Room	392 sf; 24 person capacity

Kitchen, restrooms, storage, office, locker rooms and meeting space.

2. **Covered Pavilion.** The covered pavilion, near the Course entrance, measures 8,160 sf with a 750 person capacity. The covered pavilion will primarily be utilized by the Town but can be made available to the vendor.

C. Course Activities

In 2022*, Course activities included:

1. Approximately 42,000 rounds of golf were played.
2. 175 seasonal passes which provide for preferred tee times and unlimited golf round privileges.

3. 28 tournaments with approximately 800 players, ranging from 20 to 80 golfers per tournament.
4. 39 weekly leagues on weekdays with approximately 650 players, ranging from 16 to 40 golfers per league.
5. 23 golf outings, with approximately 2,120 players, ranging from 16 to 270 golfers per outing.
6. Non-golf events included 54 private parties, banquets and wedding receptions in the clubhouse.

*** The above listed activities and golfer participation in 2022 are not guarantees of future Course activities and a vendor is encouraged to perform due diligence in evaluating future Course activities. The Town expressly disclaims a vendor's reliance upon the stated numbers of players in preparing and submitting a proposal.**

II. PROPOSAL REQUIREMENTS

A proposal shall address the following requirements.

1. Names and addresses of all principals in the vendor's business.
2. All businesses in which vendor or its principals have a financial interest.
3. Financial statements showing history with projects similar to Services sought in this request and the vendor's proposal.
4. Detailed experience in restaurant and/or catering business and knowledge of golf course restaurant and catering operations.
5. Detailed narrative of the style of the proposed restaurant, including, but not limited to, level of services, hours and days of service, months of operation, and number of employees.
6. The proposed menu(s) with prices contemplated for first, second and third years of operation.
7. Compensation to be paid to the Town, with dollar amounts for the first, second, and third years of operation.
8. The Town will consider alternative compensation arrangements under which the vendor proposes improvements to facilities. Any proposed

improvement shall detail the proposed design and structural improvements, tentative completion date for each improvement, and financing plan.

9. Detailed explanation on how the vendor will provide food and beverage services for each Course activity listed in Section I(C) including continental breakfast, lunch, dinner or beverage services.
10. Detailed narrative describing any proposed financing of the proposal.
11. Detailed marketing and advertising plan to promote Services.
12. At least three business references with contact names and information.
13. Resumes, qualifications, and experience of the vendor and principals.
14. Listing all establishments for which the vendor possesses NYS Liquor Authority licenses, Albany County Health Department certificates and/or municipal permits.

III. CONTRACT REQUIREMENTS

At a minimum, a contract with the selected vendor shall include the following requirements.

1. The following levels of liability insurance for the duration of the contract and all insurance policies shall name the Town of Guilderland as an additonal insured:

\$1,000,000.00	Personal Liability Insurance (one person)
\$2,000,000.00	Personal Liability Insurance (per occurrence)
\$ 500,000.00	Fire/Property Damage Insurance (per occurrence)
\$ 250,000.00	Dram Shop Liquor Liability Insurance

The failure to provide the required liability insurance at any time may, at the Town's sole option, cause the voiding of the contract.

2. The vendor shall obtain a NYS Liquor Authority beverage license, Albany County Health Department food vendor permit, and Town of Guilderland Building Department certificate of occupancy. Cancellation of any license, permit or certification at any time during the duration of the contract shall immediately void the contract.

3. The vendor shall have the sole responsibility for the disposal of all solid waste generated by the vendor providing Services. The vendor shall contract with a private solid waste disposal company for disposal of solid waste and provide a contract to the Town upon request. The vendor shall ensure that adequate disposal containers are available and that collection schedules are commensurate with the volume of waste produced. Dumpsters with a minimum capacity of six to eight cubic yards with locking tops shall be considered acceptable containers. Wheeled barrels shall not be acceptable. The Town reserves the right to require increased collection frequency based on violations of the Town Code relative to the disposal and collection of solid waste.
4. The Town reserves the right to conduct criminal background checks on all individuals related to the proposal.
5. The Town reserves the right to review the financial records of the vendor prior to execution of the lease agreement.
6. The vendor shall abide by all relevant local, state and federal laws with regard to its employees. The Town requires that all employees be qualified to perform their duties in a respectful, courteous and professional manner.
7. The Town reserves the right to review and approve all aspects of the vendor's operation including the right to disqualify prospective employees whose employment may not be in the best interest of the Town.
8. The vendor shall pay all license fees and taxes that may be imposed by any Federal, State or local authority;
9. The vendor shall be responsible for promoting and publicizing the Course and Services. The Town reserves the right to review and approve all advertising, signage and marketing materials.
10. The vendor shall indemnify, defend and hold harmless the Town with respect to any loss, liability, injury or damage that arises out of, or is in any way related to, the acts or omissions of vendor, its employees, representatives, officers and agents in the course of performing services under this proposal.

IV. EVALUATION OF PROPOSALS

A three person committee consisting of CJ Gallup, Director of Parks & Recreation; Casey Childs, Director of Golf; and Joe Lavigna, Golf Professional, shall evaluate and rank the submitted proposals based on the following criteria:

1. Compliance with Proposal Requirements listed in Section II;
2. Experience with restaurant or food service management;
3. Evaluation of food and beverage offerings and pricing in sample menu(s);
4. Providing of off-season restaurant services and proposed hours of operation;
5. Experience with operating an establishment licensed by the NYS Liquor Authority;
6. Total compensation and/or alternative compensation arrangement to be provided to the Town; and
7. Financial stability of the vendor.

The committee shall provide its recommendation for its selected vendor to the Town Board. The Town intends to award a contract to the vendor whose proposal, in the sole judgment of the Town, is most advantageous to the Town and Course operations.