

**REQUEST FOR PROPOSAL
TO PROVIDE
FOOD & BEVERAGE SERVICE AT BLACK MOUNTAIN GOLF COURSE**

April 11, 2011



**BLACK MOUNTAIN
NORTH CAROLINA**
(pop. 8,597)

The Town of Black Mountain is accepting proposals from those interested in a lease arrangement to provide a range of snack/beverage/food service options in the town facility formerly known as the 19th Hole Snack Shop at the Black Mountain Golf Course Clubhouse. Prior experience operating or managing a successful restaurant, food service, or catering business is required.

Proposals must be submitted no later than 5:00 PM on May 2, 2011 to:

Town Manager
160 Midland Avenue, Black Mountain, NC 28711
(townmanager@townofblackmountain.org)

*Pre-bid meeting on site:
Monday, April 25, 2011, 10:00 a.m.*

TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711

828-419-9311

FAX: 828-669-4204

www.townofblackmountain.org

townmanager@townofblackmountain.org

GOLF COURSE FOOD & BEVERAGE SERVICE OVERVIEW

The clubhouse at Black Mountain Golf Course has been closed to public use since February 15, 2011, and is undergoing renovations to remediate structural, building, health and accessibility code deficiencies. Renovations are expected to be completed by mid-summer, 2011.

The Town is now seeking proposals from individuals or businesses interested in leasing the kitchen and adjacent seating/lounge area(s) for the purpose of managing and operating a range of food & beverage services to cater to golf course patrons and the general public. Because the facility is currently under renovation, the Town is willing to work with the successful bidder to design a service layout that maximizes service efficiency and profit potential while providing for long-term flexibility in use of all spaces within the facility, and for future growth in the scope and variety of food service offerings, to the extent that the renovation budget will allow.

Historically, food service at the Black Mountain Golf Course has been limited to in-shop provision of: 1) short-order grill and cold sandwich fare; 2) "grab & go" pre-packaged snacks; and 3) canned or bottled beverages (soft drinks, water, beer and wine). Previous leases have generally been negotiated for a three-year term, with an option to renew for a single two-year term. The Town is now seeking a wider range of proposals, and will therefore consider proposals and terms under any one, or any combination, of the following seven categories of food service:

- 1) Mechanical vending (snacks, sandwich, beverage)
- 2) Mobile cart service (snacks, sandwich, beverage)
- 3) In-shop "Grab & Go" pre-packaged and/or pre-made cold fare and beverages
- 4) Short order/made-to-order sandwiches, soups, salads
- 5) Full Menu/Self Service
- 6) Full Menu/Full Service
- 7) Special Event Catering for at Golf Course and/or other Town rental facilities

CURRENT SPACE & EQUIPMENT AVAILABLE

Approximate Square Footage & Maximum Seating Capacities

Kitchen:	591 SF (210 SF utility & storage -- not entirely usable/low ceiling)
Snack Shop Seating:	405 SF (max. 27 people)

Porch Seating: 259 SF (max. 17 people)
Lounge Seating (u): 687 – 809 SF (max. 48-54 people)
Deck Seating: 715 SF (max. 48 people)
Lounge Seating (d): 402 SF (max. 27 people; separated space/exterior entrance)
Max Total Seating (u): 140 – 146 people (upstairs by SF)

Kitchen Equipment Currently Available:

6-burner commercial gas range & oven
8' Commercial hood w/ fire suppression
24" table top grill on 24" SST service table
65" bottle cooler (chest style)
4' sandwich unit
1 single-door upright commercial refrigerator
1 single-door upright commercial freezer
50 gal electric water heater
2-compartment SST sink with sideboards
1 Under-sink grease trap
24" low SST service table
1 Microwave
1 hot dog cooker w/ bun warmer
1 chili pot

The need and specs for additional equipment or space accommodations should be addressed in applicant's proposal.

DESIRED QUALIFICATIONS OF FOOD SERVICE PROVIDER

- Proven record of successful management of comparable food service operation (golf, resort, country club experience preferred)
- Understanding of schedule, and food service needs of the golfing community
- Skilled at providing excellent customer service
- Ability to provide high quality commodity at competitive (low-moderate) price points
- Ability to provide consistent quality of food and service over time
- Ability to obtain valid ABC license for beer & wine on-premise sales and service
- Capitalized sufficiently to remain operational during off-season months (November – March)
- Thorough knowledge of all applicable ABC/Health Dept regulations and laws pertaining to the operation and maintenance of a Grade A commercial eating establishment
- Accessibility and prompt responsiveness to Town Administration (including Town Manager, Golf Staff, Elected Body) as required

MINIMUM PROPOSAL REQUIREMENTS

All proposals submitted shall include:

- a) Proposed scope/type of food service offered
- b) Proposed sample menu(s) & prices
- c) Proposed sample discounts or special offers for golf course members
- d) Proposed term of initial contract
- e) Proposed terms of lease payment(s) to the Town
- f) Proposed operating hours
- g) Proposed area(s) of facility to be controlled by Lessee under lease agreement
- h) Proposed other accommodation or terms requested of the Town by the Lessee
- i) Previous business/employment history establishing level of experience and success
- j) At least five references from former suppliers, distributors, owners, supervisors, customers

Lessee Responsibilities

- 1) The LESSEE shall be required to remit the agreed upon lease payment in monthly installments, or other term as provided by lease agreement. Each lease payment shall be payable in advance on the first of each month. Monthly payments may be paid in advance for any portion of the lease term.
- 2) The LESSEE shall retain all receipts for sales and expenditures from the operation of the food service and shall submit a profit and loss statement monthly, or as requested, to the Town's accounting division.
- 3) Upon completion of the initial lease term, the LEASE shall continue on a month-to-month basis, requiring ninety (90) days written notice from either party to terminate. During the ninety day notice period, each party shall be responsible for payments and obligations to the other party for the entire 90 days, regardless of when the facility is vacated. If the LESSEE wishes to terminate the lease prior to the end of the initial lease period, the LESSEE shall be required to make monthly rental payments to the Town through June of the current fiscal year in which the lease is terminated. If notice of intent to terminate the lease is given less than ninety (90) days prior to the end of June of the fiscal year, it must continue to make monthly rental payments until such time as the Town secures a new lessee for the facility or takes over management of the business on a permanent basis. If the LESSEE terminates the lease, it must have all of its goods and equipment removed from the premises by the end of the day upon which it ceases to operate its business under the lease.
- 4) The LESSEE shall maintain established operating hours 7 days per week during the season of daylight savings time (generally April – October), and at least 5 days per week during the off season. Exact hours may be negotiated as part of the lease agreement, but generally should coincide with hours that the pro shop is open (7:30 a.m. until 7:30 p.m. in season, and 7:30 a.m. until 4:30 p.m. in off-season). Longer hours may be established with the written permission of the Town Manager. LESSEE shall not be required to remain open during periods of inclement weather, when the pro shop is closed, or when granted permission to close by the Town Manager or Golf Course General Manager.
- 5) The LESSEE, in cooperation with the Golf Course General Manager and/or Town Manager, shall design a member incentive program, providing for discounted purchases or other specials as a privilege of membership to all full-paid members of the golf course.
- 6) The LESSEE shall be responsible for obtaining all licenses and permits necessary to operate said food and beverage service.

- 7) The LESSEE shall be required to pay the cost of all utilities (telephone, electric, gas, cable, internet) in use at the Clubhouse, for the duration of the lease.
- 8) The LESSEE shall be responsible for maintaining and cleaning all areas subject to the lease agreement, in a manner satisfactory to the Golf Course General Manager.
- 9) The LESSEE shall submit to fire and health inspections annually, or on any other schedule required by the appropriate authorities, and must correct any deficiencies identified at his/her expense within the time specified by the inspector.
- 10) The LESSEE shall assume liability for any and all activities on or about the leased premises, which may arise from the sale of food or drink at the facility, including the porch and deck areas, lounges and seating areas and the parking lot and adjacent site within 100 feet of the leased facility.
- 11) The LESSEE shall be required to carry a minimum of \$1,000,000 in liability insurance and any required workers' compensation insurance, appropriate to protect the Town of Black Mountain. In addition, the LESSEE shall be required to furnish renter's insurance to cover any personal property or equipment on the premises.
- 12) The LESSEE shall permit any operational assessment team or Town employee authorized by the Town Manager access to the leased premises for review, observation or evaluation, as the Town of Black Mountain deems necessary.
- 13) The LESSEE shall not change locks, nor add new locks or security measures that would prevent entry by authorized Town staff, without express consent of the Town Manager. If such permission is granted, the LESSEE shall provide authorized town staff a key or unrestricted access to all areas so secured. Similarly, LESSEE may not undertake building modifications or additions without express permission of the Town Manager. If such permission is granted, the LESSEE shall provide for such modifications at his/her own expense under the direction of authorized town staff.
- 14) The LESSEE shall not sublet, sell or transfer operation of the business to any party without express written permission of the Town of Black Mountain.
- 15) The LESSEE and his/her employees shall abide by all Federal, State and Local laws, regulations and ordinances.

Town of Black Mountain Responsibilities

- 1) The Town of Black Mountain will complete, at its expense, all facility renovations necessary to bring the facility into compliance with all applicable building, health and accessibility requirements.
- 2) The Town of Black Mountain will furnish equipment located on the premises at the time of this agreement. The LESSEE shall properly maintain all existing equipment in good condition and replace equipment as needed for the term of the lease. All equipment currently on site will remain property of the Town of Black Mountain, as will any replacement or new equipment furnished by LESSEE.

- 3) The Town of Black Mountain will provide non-compete assurance to the successful bidder, by prohibiting other food service providers from offering any type of food service at the golf course during the term of lease, except under limited circumstances.
- 4) In the event of a scheduled tournament, when the golf course and/or facilities are closed to non-tournament patrons or the general public and food is provided by someone other than the food service provider, the Town of Black Mountain will pay the LESSEE \$2.00 per tournament participant as compensation, or a negotiated fee, to be determined, for private rentals of the clubhouse facility.
- 5) The Town of Black Mountain reserves the right to check the identification and age of all persons who are dispensing and/or consuming alcohol.
- 6) The Town of Black Mountain is obligated to shut down sales of alcoholic beverages immediately upon determination of any ABC (Alcoholic Beverage Control) violation until such time that the violations are corrected.
- 7) Upon a second ABC violation, the LESSEE will be given a two (2) week notice to vacate the premises, beer sales will be suspended, and the LESSEE will be required to pay rent through June of the current fiscal year of the contract or for ninety (90) days following the suspension of beer sales and business, whichever shall be longer.

SUMMARY

The Town of Black Mountain reserves the right to reject any, all, or any part of any or all proposals; to waive technical or legal deficiencies; and to accept any proposal that it deems to be in the best interest of the Town. Proposed fees must be guaranteed for the term of the lease, with review and negotiation of terms, effective July 1 each year thereafter, if both parties desire to continue the lease agreement beyond its initial term.

It is Black Mountain's intent that this RFP shall permit competitive bidding. It shall be the respondent's responsibility to advise the Town Manager in writing if any language, requirement, specification, or combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Town Manager no later than ten (10) days prior to the date set for proposals to close.

All responses to this solicitation must be returned to the Town Manager by **5:00 p.m. on May 2, 2011**. Responses will be accepted by electronic means or by physical delivery via the address and contact information shown above. All responses meeting minimum requirements will be provided to the Board of Aldermen for review, consideration and disposition. Should you have questions or need further information, please do not hesitate to contact me.

Thank you.



Marcy Onieal
Town Manager

**BLACK MOUNTAIN, NORTH CAROLINA
PROPOSALS FOR PROVIDING
FOOD & BEVERAGE SERVICES AT BLACK MOUNTAIN GOLF COURSE**

PROPOSAL INFORMATION

Applicants may present information in any format and may provide additional data or supporting documentation as desired, however, the following information is required, and applicants are encouraged to be brief and concise. Attached is a cover sheet, which must accompany your proposal.

1. Name, address, telephone number, fax number and email address of firm. Include contact person and mobile telephone number for purposes of following up on proposal.
2. State the name of the firm, under which it is incorporated and/or doing business, and number and nature of staff to be employed under this lease agreement.
3. Provide a narrative of the history of your firm, including date of inception, scope of business activity, experience with related business ventures, and your knowledge and experience pertaining to North Carolina municipal, county and state law and regulations regarding establishment and maintenance of a graded commercial food service establishment.
4. Provide a narrative of the qualifications of the person(s) proposed to manage the food & beverage service operation at the Black Mountain Golf Course:
 - a. Formal culinary training, and/or experience;
 - b. Years and type of experience in food service business;
 - c. Identify any professional or community affiliations supporting the individual's qualifications for this position.
5. Provide documentation of sufficient liability coverage and any applicable employment insurances, showing dollar limits of coverage. If you do not currently maintain such insurance, please describe your plan to provide required coverage if selected as the successful LESSEE.
6. Within the last five years has your organization, its officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relating to the services provided by your entity? If so, provide an explanation and indicate the current status or disposition of any such situation.
7. State whether the firm, its officers, partners, principals, agents, or employees, that are expected to perform services under this RFP, have been disciplined, admonished, warned, have been convicted of any criminal or unlawful activity, other than a misdemeanor, or had any license, registration, charter, certification, or any similar authorization to engage in food, beverage or alcohol sales and service revoked or suspended?
8. Has the firm been in bankruptcy, reorganization or receivership in the last five years? If so please explain current status.
9. Please identify any conflicts, or potential conflicts of interest that your firm may have in providing food & beverage service at the Black Mountain Golf Course, and your approach to avoiding any conflict of interest.

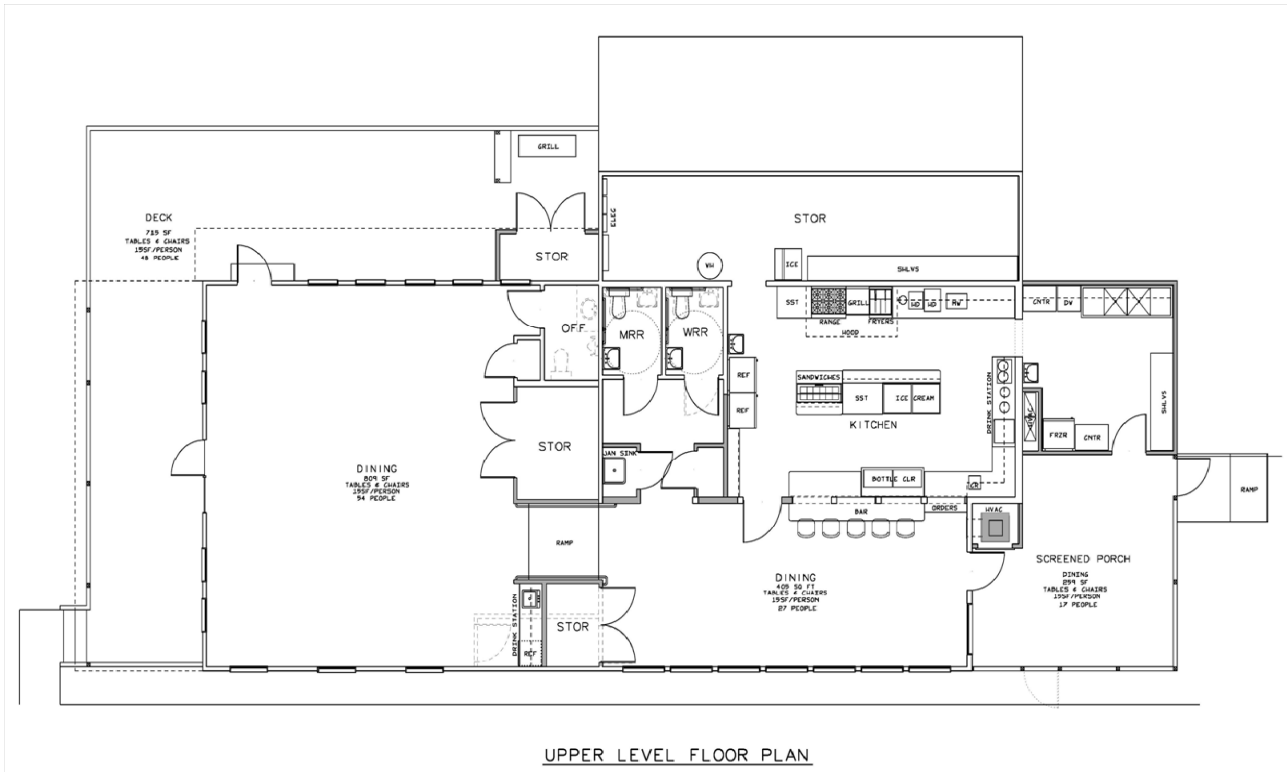
10. Please provide a list and contact information of client references with whom we may confer. (This list may include distributors, suppliers, customers, former supervisors and/or employees).
11. Please share any other information you feel would be useful to the Board as they consider proposals for providing food and beverage services at the Black Mountain Golf Course.

Please be advised that the Board of Aldermen may request candidate interviews prior to rendering a decision. Also note that the individuals employed by successful Lessee may be subject to the same background screening (criminal, credit, drug screens), administrative policies, and standards of conduct as all full- and part-time town employees. The Town of Black Mountain is a tobacco- & drug-free workplace. EEO/ADA apply.

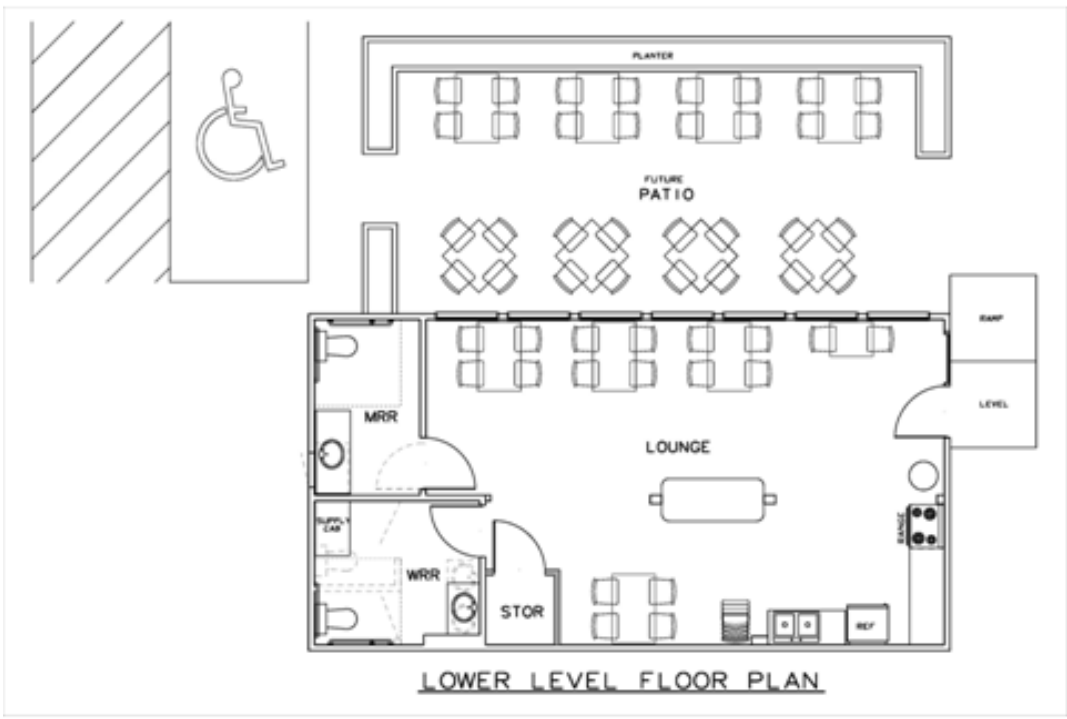
ATTACHMENTS:

- 1) Proposal Cover Sheet
- 2) Floor Plan of Black Mountain Golf Clubhouse
- 3) Legal Notice – Request for Lease Proposals

PROPOSED FLOOR PLANS



UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
Black Mountain, NC 28711
Phone (828) 419-9300 • Fax (828) 669-4204
www.townofblackmountain.org

Mayor

Carl R. Bartlett

Board of Aldermen

Joan Brown, Mayor pro
tem

Ruth D. Brandon

Tim Rayburn

Carlos Showers

Town Manager

Marcia D. Onieal

April 11, 2011

LEGAL NOTICE

Request for Proposals

Food & Beverage Service at the Black Mountain Golf Course

The Town of Black Mountain is now seeking proposals from businesses or individuals interested in leasing the kitchen and dining/lounge area(s) of the clubhouse at the Black Mountain Golf Course for the purpose of managing and operating food and beverage service for golf patrons and the general public. Minimum lease provisions apply; all terms negotiable. For more information, visit the Town website at www.townofblackmountain.org, or contact:

Marcy Onieal, Town Manager

Town Hall

160 Midland Avenue

Black Mountain, NC 28711

(828) 419-9310

townmanager@townofblackmountain.org

Proposals will be accepted electronically or may be sealed and delivered to the address above. The Town reserves the right to accept or reject any and all bids. *Pre-bid meeting to be held on Monday, April 25, 2011, at 10:00 a.m. at the Clubhouse, Black Mountain Golf Course, 5 Ross Drive.*

PROPOSALS ARE DUE ON OR BEFORE 5:00 P.M. ON MAY 2, 2011.

(Run in the Black Mountain News: 4/20/11 and 4/27/11)



TOWN OF BLACK MOUNTAIN

160 Midland Avenue
 Black Mountain, NC 28711
 Phone (828) 419-9311 • Fax (828) 669-4204
 www.townofblackmountain.org

Town Manager
 Marcia D. Onieal

ISSUED FOR BID:
April 12, 2011

SUBMITTAL FORM

PROPOSAL: LEASE PROPOSAL/FOOD & BEVERAGE SERVICE—BLACK MOUNTAIN GOLF COURSE

LOCATION: 5 Ross Drive
 Black Mountain, NC 28711

PROPOSAL DEADLINE: Monday, May 2, 2011, by 5:00 p.m.

Deliver or Mail Proposals To:

Marcy Onieal, Town Manager
 Town Hall, Administration Suite
 160 Midland Avenue
 Black Mountain, NC 28711

Email Proposals To:

townmanager@townofblackmountain.org

Fax Proposals To:

Marcy Onieal, Town Manager
 (828) 669-4204

CHECKLIST – Have you included the following in your proposal?	✓
Type of food service you wish to provide (Mark all that apply): <input type="checkbox"/> Mechanical vending (snacks, sandwich, beverage) <input type="checkbox"/> Mobile cart service (snacks, sandwich, beverage) <input type="checkbox"/> In-shop “Grab & Go” pre-packaged and/or pre-made cold fare and beverages <input type="checkbox"/> Short order/made-to-order sandwiches, soups, salads <input type="checkbox"/> Full Menu/Self Service <input type="checkbox"/> Full Menu/Full Service <input type="checkbox"/> Special Event Catering for at Golf Course and/or other Town rental facilities	
Proposed term of initial contract – Specify:	
Proposed monthly lease payment – Specify:	
Proposed operating hours – Specify:	
Proposed area(s) of facility to be controlled by Lessee – Specify:	
Proposed sample Menu(s); Prices; Discounted Specials for Golf Course Members	
Other accommodations or terms requested of the Town by the Lessee	
Previous business/employment history	
5 Business References	

COMPANY NAME _____

MAILING ADDRESS _____

CONTACT _____

EMAIL _____

PHONE _____

SIGNATURE _____

CELL _____