



**Winnetka Park District
Request for Proposals
Food and Beverage Operations
For The Winnetka Golf Club**



WINNETKA PARK DISTRICT
REQUEST FOR PROPOSAL
FOOD & BEVERAGE SERVICE
WINNETKA GOLF CLUB

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WINNETKA PARK DISTRICT

REQUEST FOR PROPOSAL

**FOOD & BEVERAGE SERVICE
WINNETKA GOLF CLUB**

The Winnetka Park District (“Park District”) is seeking proposals from interested companies or individual vendors capable of providing quality food, beverage and related services associated with the operation of the Winnetka Golf Club.

All proposals must be submitted to:

**Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093**

Labeled RFP – Golf Food Service no later than February 10th, 2012 at noon.

It is the intent of the Winnetka Park District to enter into a License Agreement with the successful applicant by February 24, 2012. It is expected that service would begin no later than April 1st, 2012.

Project Description

The Winnetka Park District is seeking proposals for its golf course restaurant operation grill and outside ½ way house for a period of three years.

This Request for Proposal (RFP) is intended to identify those caterers, restaurants and concession service companies interested in operating the Winnetka Park District’s food and beverage facility, outdoor grill and refreshment cart and to solicit from those interested parties a detailed plan as to how and under what conditions services would be provided to the Park District.

The overall goal of the Park District with respect to its food and beverage operation is to offer services that provide patrons at the Winnetka Golf Club with an enjoyable and cost effective dining experience and other snack and beverage offerings. The successful food service provider will be able to operate these services in a manner consistent with the golf course profile and Park Board philosophies of operation. The quality and service must meet, if not exceed, the current levels of customer service and food/beverage quality.

BACKGROUND

The Winnetka Golf Club (WGC) is an active, vibrant facility that serves all ages and interest levels in the sport of golf. The facility consists of an 18-hole golf course recently renovated in 2007 that is ranked the The Golf Digest Top 40 Public Courses in Chicago, a nine-hole Par-3 course, and a 30 station driving range

Points of note are:

- 18-hole golf course experienced 28,500 full rounds and the 9-hole Par 3 course experienced 15,500 rounds in 2010. 32,000 full rounds and 17,000 on the Par 3 in 2009.
- One of the biggest junior instructional programs in the state of Illinois with over 500 participants.
- Tuesday morning ladies leagues (150 participants) and Thursday morning senior league (40 – 50 participants).
- Host to New Trier High School golf team. 120 kids tryout. Boy's teams keep 50 team members and the girls keep between 25 – 35 team members. The kids are here every day between 3:45 and 6:30 pm from mid-August through the end of September.
- F&B provider would provide lunches for 5 junior camps and a fall banquet.
- The club will host 4 – 6 outings annually.
- The clubhouse seats 40 people with an additional 12 – 20 on the porch.
- The opportunity exists to post all menu and banquet offerings and prices on the club's website. An email address could also be provided for customers to contact you.
- The opportunity exists to have the club's staff coordinate electronic marketing efforts to send out a limited number of emails to our database.
- The club has a liquor license for the sale of alcoholic beverages in the clubhouse and on the golf course.
- The club has halfway house at the 10th tee.
- The F&B provider would be open from April 1 – November 1. Typical hours are 7 am until 6 pm. Halfway house hours rotate with daylight and facility use.

SCOPE OF SERVICE

The Golf Course food service shall be operated consistent with and in a character appropriate to golfers and other clientele. Most importantly any outsourcing vendor would have to maintain similar philosophies with the understanding that the food service operation must function first and foremost for the golfers and the residents of the Winnetka Park District community. Any outsourced vendor would have to be sensitive to the neighborhood location Winnetka Golf Club currently enjoys. The quality and service that would be provided would at least meet, if not exceed the current levels of customer service and food quality.

Hours of Operation

The Park District will establish minimum hours of service based on business volume and customer needs. The chosen vendor will be expected to keep these hours unless prior arrangements are made with the Golf Operations Manager. Hours of operation will be negotiated with the chosen vendor and outlined in the final contract.

Menus

The Park District understands that menu selections and pricing are a core component of the food service business and the chosen vendor will have discretion to set them. The Park District, however, reserves the right to a quarterly review of menus and pricing.

Contract Terms

It is anticipated that the Park District will enter into a three-year agreement with the chosen vendor based on a flat fee. Other options, however, will be considered. Payments will be made at specified times of the year. Terms will be determined during contract negotiations, including possible term extension or renewals.

Pre-Proposal Site Visitation

It is the responsibility of each interested vendor to schedule a site visitation prior to RFP submission. Vendors should contact Superintendent of Facilities Tom Gullen 847-501-2069 or tgullen@winpark.org to schedule a private visit. At the time of the visitation, additional questions can be answered and information provided.

Miscellaneous Vendor Requirements:

Other requirements of the selected vendor include the following:

- Vendor must fully comply with all applicable laws and ordinances, including those relating to health, sanitation, safety and employment.
- Vendor must maintain enough stocked (food, beverage and accessories) to serve the public need.
- Vendor must clearly display all merchandise/food prices. The Park District must approve all signage and sign location prior to installation. (It is not contemplated that current signage at the entrance to the golf course would be altered in any way.)
- Vendor must clearly display its company name and logo to distinguish itself from the Park District.
- Vendor will be responsible for the proper disposal of all concession-related refuse into containers provided by the Park District. Boxes must be broken down and placed in the appropriate containers. The garbage area must be kept clean.
- Vendor and Park District will work cooperatively to resolve any scheduling conflicts and if there is any unusual occasion when resolution cannot occur, Park District's golf course special events will have priority.
- Vendor is responsible for its own staffing, and its employees must conform to all Park District personnel rules and regulations as well as federal, state and local laws including workers compensation.
- Consideration will be given to those operations using "green" products and recycling.
- Vendor will assume the servicing responsibility, and will receive the revenue from certain future private party events which are already booked at the Park District's quoted prices, all as more fully detailed in the License Agreement.

Golf Course Grill and Catering Equipment

All equipment that is already on-site is available for use by the selected vendor. The Park District will pay for any routine repairs needed on this equipment. The vendor will need to pay for repairs that are caused by product misuse or negligence of the vendor's employees. The vendor is allowed to install new or supplemental equipment and remove the same equipment at the conclusion of the agreement. Any equipment that is to be added must first be approved by the Park District and any additional cost associated with the added equipment must be paid for by the food service vendor.

Existing equipment is listed in Attachment Schedule VII.

Maintenance Requirements

The Park District will be responsible for all exterior and structural, systems maintenance for the facility which will also include the pro shop, foyer/entrance area and the washrooms within the facility. The vendor will be responsible for cleaning interior areas of the facility after banquets/events or when golf operations staff is not present. The vendor will be responsible for maintaining and cleaning all other areas of the food and beverage service facility including kitchen, dining area, and food storage areas to the satisfaction of Park District management.

Off-Premises Catering

The selected vendor is NOT prohibited from using the Park District kitchen during its designated hours of operation for providing catering service to off-site private clientele. However, the vendor must submit a compensation arrangement separate from or annexed to the License Agreement for this Golf Course Food and Beverage Concession contract. Any such arrangement shall be negotiated between the vendor and Park District after award of contract.

Facility Supervision

During regular golf course operations an assigned Park District staff member will be on duty to assist patrons and unlock/lock the facility in coordination with food vendor staff. During weekend or evening events the vendor will be responsible for facility supervision and securing the building at the conclusion of the event.

The Park District shall issue keys for the Food Service Facilities and Clubhouse entrance to the vendor and Food/Beverage Director only. The vendor and Food/Beverage Director shall be solely responsible for entrusting these keys to their key personnel for locking and securing the Food Service Facilities and Clubhouse entrance during the times specified above. The vendor is prohibited from duplicating the Food Service Facilities and Clubhouse keys.

Insurance

Vendor shall obtain insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

Vendor shall also maintain liquor liability and Dram Shop liability coverage consistent with law with satisfactory per occurrence limits to be negotiated and specified in License Agreement.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by the Park District shall be excess of Vendor's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Vendor will waive all rights against and defend/indemnify Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's activities, as more fully set forth in negotiated License Agreement terms.

D. General Insurance Provisions

1. Evidence of Insurance

Vendor shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Vendor shall cause any subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Park District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

E. Indemnification

To the fullest extent permitted by law, the Company shall indemnify and hold harmless the District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the Company's activities, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or

death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except to the extent caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Company shall similarly protect, indemnify and hold and save harmless the District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of, any provision of the Contract.

Utilities

The Park District shall pay all utility expenses for electrical, gas, disposal, recycling and water. The vendor will be responsible for their portion of the phone bill and telecommunication services

Licenses

The vendor will be responsible for obtaining all state and local management and business licenses. The Park District will work with the chosen vendor to add the vendor to the Golf Club's existing Liquor License to the extent feasible, coordinating with and reinforcing Vendor's own pre-existing Liquor License. The vendor must meet all the requirements established by the Village of Winnetka.

DESCRIPTION OF THE PROCUREMENT PROCESS

The process for the procurement of the desired concession services will proceed in the following stages:

1) Submission of Written Proposals: Each respondent must submit an original and two (2) copies of its RFP submission to:

Tom Gullen
Superintendent of Special Facilities
Winnetka Park District
540 Hibbard Road
Winnetka, IL 60093

Submissions should be prepared in accordance with the “proposal outline” included in Attachment V of this RFP, entitled “Proposal Package.” Additional pages may be added to the Proposal Package as necessary. Proposals must be received by no later than noon on Friday, February 10th, 2012 at the above address. Proposals received after the established due date and time may be considered as non-responsive by the Park District and accordingly, may not be considered for review under the terms and conditions of this RFP.

2) Evaluation of Proposals: The listed criteria will be used in the evaluation of the following: Written submissions of vendor qualifications; interviews with Vendor and/or key staff, previous and current company clients; and the responses during oral interviews, if applicable. Each written response to this RFP must include sufficient narrative to adequately address each item listed below: (The evaluation criteria ARE listed in order of importance, Financial Considerations being most important and Project Management the least important.)

- ***Financial Considerations***
 - a) The Park District will be assessing each submission with respect to the flat fee proposed and how advantageous the allocation of potential revenues will be to the Park District.
 - b) Financial soundness and stability of the vendor (individual or company)
 - c) Financial statements must be the result of a compilation, review or audit by an independent certified public accountant.
- ***Vendor Considerations***
 - a) Quality of menu and food preparation expertise in meeting professional as well as Park District standards.
 - b) Ability to provide all requested services in a timely fashion.
 - c) Understanding of the nature and scope of services being requested by the Park District.

- d) Ability to provide effective concession management and operational (sales, patron usage, etc.) status reporting to the Park District.
- e) Performance on previous similar license agreements or concessions, if available. The vendor shall furnish a description of two to five similar agreements, complete with contact person, contact phone number, dates of project, duration of project.
- f) Qualifications and experience of the vendor and his/her staff.

- ***Project Management***

Demonstrated clear and effective allocation of responsibility for various project tasks to specific individuals. All individuals with major responsibility for project work should be present at any oral interview.

- 3) **Oral Interview:** Qualified vendors and key staff and representative prior clients may, at the Park District's option, be asked to participate in an interview to fully discuss how their approach to this project satisfies the evaluation criteria set forth above.
- 4) **Selection of a Food and Beverage Vendor:** The Park District will select the vendor best qualified to provide the desired food and beverage services in a manner most advantageous to the Park District from a financial as well as service perspective.

THE PARK DISTRICT RESERVES THE RIGHT TO REJECT ANY OR ALL SUBMISSIONS AND TO WAIVE INFORMALITIES AND MINOR IRREGULARITIES IN SUBMISSIONS RECEIVED AND TO ACCEPT ANY SUBMISSIONS IF DEEMED IN THE BEST INTEREST OF THE PARK DISTRICT TO DO SO.

ALL COSTS ASSOCIATED WITH SUBMISSION PREPARATION WILL BE BORNE BY THE SUBMITTING INDIVIDUAL/COMPANY.

- 5) **Execution of License Agreement:** Upon selection of the vendor(s), a final License Agreement will be negotiated and executed between the selected vendor and the Park District after award of contract.

PROPOSED CONTRACT SCHEDULE

<u>Activity</u>	<u>Date</u>
Proposals due	February 10 th , 2012 at Noon
Review Proposals and interview	February 13 th -17th, 2012
License Agreement Negotiated and Signed	Week of February 20th, 2012
Park Board approves license agreement	February 23 rd , 2012
Site turned over to new vendor	March 1 st , 2012

PROPOSAL PACKAGE

This Proposal Package contains the suggested proposal outline. These must be submitted in making a proposal pursuant to this Request for Proposal. PLEASE READ THE ENTIRE REQUEST FOR PROPOSAL AND ALL ATTACHMENTS PRIOR TO COMPLETING THE PROPOSAL PACKAGE. See the section entitled EVALUATION OF PROPOSALS AND SELECTION OF FOOD SERVICE VENDOR on pages 9-10 for important information upon which the proposals will be evaluated.

PROPOSAL OUTLINE

- 1) Company Name
Address
Phone
Owner(s), if non-incorporated sole proprietorship, so indicate. If an LLC, partnership or business corporation, so indicate and identify Owners, of those having financial interest of 20% or more.
- 2) Certification Sheet (See following page, Exhibit A)
- 3) Proposal Sheet (See Exhibit B)
- 4) Sexual Harassment Policy Compliance (see Exhibit C)
- 5) Certificate of Qualifications (see Exhibit D)
- 6 Experience and Related background of Owner(s) and On-site Manager
- 7) Proposed Staffing Requirements for Golf Grill and Banquet Services
- 8) Proposed Golf Grill Menu with Prices
- 9) Proposed Refreshment Cart Menu with Prices
- 10) Proposed Banquet Menu (Food and Liquor) with Prices
- 11) Proposed Special Food Oriented Services
- 12) Business References
- 13) Financial References

EXHIBIT A
CERTIFICATION

I, _____(Individual), having been first duly sworn on oath, do depose and state that I presently reside at _____(address), and that I am the duly authorized principal, officer or agent of _____(Name of Licensee/ Contractor) and do hereby certify to Winnetka Park District, its Commissioners, officers and employees that neither I personally nor _____(Name of Contractor) are barred from bidding on the contract for which this proposal is submitted, as a result of violation of either Section 33E-3 ("Bid-rigging") or Section 33E-4 ("Bid-rotating") of Article 33E of the Criminal Code of 1961 of the State of Illinois approved July 28,1961, as amended.

Individually and on
behalf of Contractor

Subscribed and sworn to before me

This ____ day of _____, 20__

- Notary Public -

My Commission expires:_____

EXHIBIT B

WINNETKA PARK DISTRICT

**FOOD & BEVERAGE SERVICE
WINNETKA GOLF CLUB**

PROPOSAL SHEET*

Date: _____

Firm Name: _____

Address: _____

Telephone: _____

Fax: _____

Flat Fee for License Agreement: 2011: \$ _____

2012: \$ _____

2013: \$ _____

*Any compensation arrangement proposed for off-premises catering must be submitted separately (see "Off Premises Catering").

Exhibit C

**Bidder's Certification Form
Certifying Compliance with the Sexual Harassment Provision
of the Illinois Human Rights Act**

As part of his/her/its Bid on the above referenced Contract, the undersigned ("Contractor") hereby certifies that as part of this/her/its Bid on the above referenced Contract, that he/she/it has enacted and has in full force and effect a written sexual harassment policy in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) including at least the following:

- 1) a statement on the legality of sexual harassment;
 - 2) the definition of sexual harassment under Illinois law;
 - 3) a description of sexual harassment utilizing examples;
 - 4) an internal complaint process, including penalties;
 - 5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
 - 6) directions on how to contact the Department and the Commission;
- and
- 7) protection against retaliation as provided by Section 6-101 of the Act.

The undersigned Contractor further certifies that such policy shall remain in full force and effect throughout the term of the Contract.

Contractor: _____
(Print Name of Contractor)

(Signature of Authorized Officer)

(Title of Signatory)

(Printed Name of Signatory)

Dated: _____, 2012

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

I, the undersigned, a notary public in for the State and County aforesaid, hereby certify that _____ appeared before me this day in person and, being first duly sworn on oath, acknowledged that he/she is authorized to act on behalf of Contractor, and he/she executed the foregoing certificate as his/her free act and deed and as the act and deed of Contractor.

Dated: _____, 2011 Notary Public _____

[Notary Seal]

EXHIBIT D

CERTIFICATE OF QUALIFICATION

I, _____ the _____
Pres., Sec., etc. of _____ having been duly
sworn to state the truth, do hereby swear the following to be true to the
best of my knowledge:

1) _____
Bidder _____ Has/Has Not

been convicted, or entered a plea of nolo contendere, or made an admission of
guilt to any act described in (a)-(h) of the attached notice.

2) The owner, partner or shareholder who controls, directly or indirectly,
Twenty Percent (20%) or more the business or offices of the business entity
_____ Has/Has Not been convicted or entered a plea of non
contendere or made an admission of guilt to any act described in (a)-(h) of the
attached notice.

3) _____
Bidder _____ Does/Does Not

employ as an officer, any individual who was an officer of another business entity
at the time the latter business entity committed a disqualifying act described in
(a)-(h) of the attached notice.

4) _____
Bidder _____ Does/Does Not

have an owner who controls, directly, Twenty Percent (20%) or more of the of the
business who was an owner who, directly or indirectly, controlled Twenty Percent
(20%) of another business entity at the time the latter committed a disqualifying act
described in (a)-(h) of the attached notice.

Subscribed and sworn to before me _____

this _____ *day of* _____, 2011

Notary Public _____ *address*

My Commission expires: _____

NOTICE REGARDING DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea of nolo contendere or admission of guilt, if that person or business entity:

- (a) has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state or local government in that officer's or employee's official capacity,
- (b) has been convicted of an act committed, with the State of Illinois, of bid-rigging or attempting to rig bids as defined in the Sherman-Anti-Trust Act and Clayton Act. 15 U.S.C.S. 1 et. seq.,
- (c) has been convicted or bid-rigging or attempting to rig bids under the laws of the State of Illinois.
- (d) has been convicted of an act committed, within the State of Illinois, of price-fixing or attempting to fix prices as defined by the Sherman-Anti-Trust Act and Clayton Act. 15 U.S.C.S 1 et. seq.,
- (e) has been convicted of defrauding or attempting to fix prices under the laws of the State of Illinois,
- (f) has been convicted of defrauding or attempting to defraud any unit of state or or local government or school district within the State of Illinois,
- (g) has made an admission of guilt of such conduct as set forth in subsections through (f) above which admission is a matter of record, whether or not such person or business entity was a subject to prosecution for the offense or offenses admitted to,
- (h) has entered a plea of nolo contendere to charges of bribery, price fixing, bid-rigging or fraud, as set forth in sub-paragraphs (a) through (f) above.

Accordingly, all persons or business entities seeking a contract or subcontract with the Winnetka Park District shall at time of submission of a bid or proposal therein, submit a duly completed Certificate of Qualification in the form of attached hereto as Exhibit D.