



REQUEST FOR PROPOSAL

RESTAURANT LEASE AT  
EAGLE RIVER GOLF COURSE  
2024 Season

The City of Eagle River will be accepting proposals from qualified firms or individuals to operate the restaurant, bar and bar cart services at the City-owned eighteen-hole Eagle River Golf Course, 457 McKinley, Eagle River, Wisconsin. Interested individuals or firms may obtain proposal documents and project details from the City Administrator at the contact information below, or by visiting the City's website at [www.eagleriverwi.gov](http://www.eagleriverwi.gov).

An optional pre-proposal site inspection and meeting can be arranged upon request by contacting the City Administrator.

Sealed proposals must be submitted to the address below no later than 11:00 a.m. on Monday, January 29, 2024, according to the requirements of the bid packet. **LATE PROPOSALS WILL NOT BE ACCEPTED.**

City of Eagle River  
Attn: Robin Ginner, City Administrator  
525 E. Maple Street, PO Box 1269  
Eagle River, WI 54521  
[rcginner@eagleriverwi.gov](mailto:rcginner@eagleriverwi.gov)  
[www.eagleriverwi.gov](http://www.eagleriverwi.gov)  
Office: 715-479-8682, Ext 227  
Cell: 715-525-2666

The City reserves the right to waive informalities or reject any part of, or the entire proposal, when said action is deemed to be in the best interests of the City.

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## **SECTION I: GENERAL INFORMATION**

The City of Eagle River will be accepting proposals from qualified firms or individuals to operate the restaurant, bar and bar cart service at the City-owned eighteen-hole Eagle River Golf Course.

### **BACKGROUND**

Eagle River Golf Course is an existing, eighteen-hole municipal golf course located at 457 McKinley, Eagle River, Wisconsin. The course lies on approximately 121 acres of land nestled within the City of Eagle River and boasts over 17,000 rounds of golf played each season. The course includes a clubhouse with a small pro shop and a restaurant/bar. The course is centrally located and is easily accessible from around the Northwoods.

The golf course is generally open for business mid-May to mid-October each year, but those times depend on the weather and the opening/closing of the golf course facility. The restaurant and bar may be operated earlier/later upon agreement with the City Council. Restaurant services and menu offerings need to be structured to complement the golf season and hours of operation, including on-course food and beverage cart service. Operations are not limited to supporting the golf operation; however, the awarded Lessee will be required to coordinate with golf course management to provide alternate food opportunities for leagues, tournaments and other special events throughout the golf season.

In addition, the City expects to support the restaurant, bar and bar cart service with periodic advertising on the City and golf course's websites as well as seasonal brochures available at City Hall and the local Chamber of Commerce. The restaurant offers potential for both dine-in and take-out service, and party rental for miscellaneous events such as smaller wedding showers, retirement gatherings, birthday and graduation parties, etc. for events that do not conflict with scheduled golf events. It will be up to the restaurant, bar and bar cart service lessee to coordinate with the Golf Pro on dates.

The restaurant, bar and bar carts are ready for operation. The facilities are being offered as a turnkey operation inclusive of all City owned furniture, fixtures and equipment listed in Attachment A which will remain and be made available for use by the Lessee.

It is the intention of the City to have a fully operational restaurant, bar and bar cart service open for business no later than May 1, 2024.

## **SECTION II: CONSIDERATIONS, RESTRICTIONS AND OTHER REQUIREMENTS**

- A. The Lessee must obtain and maintain all necessary permits, certificates and licenses.
- B. The successful respondent will be required to submit to the City a \$2,000.00 Security Deposit to guarantee performance under the terms of a lease agreement.
- C. If alcoholic beverages, including beer and wine, are sold or dispensed on the leased premises at any time during the term of the lease or any extension thereof, the Lessee covenants at all times to comply with all laws of the State of Wisconsin and City of Eagle River governing the sale of such beverages.

- D. The Lessee covenants to fully stock and adequately staff the restaurant, bar and bar cart service, during the term of this lease and any extension thereof for the operation and use of the leased premises as described previously and to keep the premises open for such use continuously and without interruption for such hours and such time as are customary for said operation and use. The Lessee shall hire, train and evaluate employees it deems necessary to staff the operation adequately.
- E. The Lessee covenants to pay all taxes levied on all equipment, goods or other personal property it owns and uses in connection with the leased premises during the term of this lease or any extension thereof. The leased premises shall be exempt from municipal real property taxes ordinarily levied by the City of Eagle River as long as they are owned by said City.
- F. The Lessee covenants not to discriminate with respect to employment, hiring, membership and use and enjoyment of the golf course and related facilities on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, or physical or mental disability in violation of the laws of the United States or of the State of Wisconsin, nor otherwise to commit any unfair employment practice prohibited by law, except that the Lessee may base an adverse hiring, termination or other employment action upon physical or mental disability if the Lessee affirmatively establishes that the disability prevents satisfactory performance of the work involved.
- G. The Lessee covenants not to assign the lease in whole or in part or sublet all or any part of the leased premises, or to use or permit the use of the leased premises for any purposes other than those described herein without the Lessor's prior written consent. Such consent shall not be unreasonably withheld. The prohibition against assignment or subletting shall be construed to cover any assignment or subletting by operation of law. The Lessee shall remain liable under this lease and shall not be released from performing any of its terms and covenants under this lease.

## **SCOPE OF SERVICES**

The City is seeking proposals from respondents interested in a lease agreement for operating the restaurant, bar and bar cart service at the City-owned, eighteen-hole Eagle River Golf Course located at 457 McKinley in Eagle River, Wisconsin. The lease will include complete operation of the restaurant, bar and bar cart service.

## **SECTION III - SUBMISSION OF PROPOSAL**

### **MINIMUM QUALIFICATIONS**

In order to qualify for consideration in the award of the lease or management contract for the subject facility, a responding firm or firm's proposed staff member(s) must:

- A. Have a minimum of two (2) years of experience, within the last ten (10) years with successful restaurant management services similar to the services that the City is seeking herein. Preference will be given to those respondents who can demonstrate a variety of menu choice offerings suitable for patrons of the Eagle River Golf Course operations and the general public.
- B. Demonstrate the necessary line of credit or financial resources required to equip and operate the restaurant, bar and bar cart service during the contract period.

- C. Demonstrate a competent record of employment or history of contract service in the operation of a restaurant either managed or leased as verified and supported by references, letters, and other necessary evidence from employers and/or public agencies.
- D. Competency in the following areas:
  - 1. Personnel management: the guidance and control of personnel; interviewing; training; job analysis; performance evaluation; supervisory problems with subordinate personnel.
  - 2. Food Service Operation: Licenses, Safe Serve Certifications, etc.
  - 3. Basic bookkeeping; posting, preparation of a trial balance, preparation of financial statements, control of cash and bank reconciliation statements.
  - 4. Salesmanship: fundamentals of retail, wholesale, and service selling; merchandise and sales presentation; principles of self-management; sales demonstration.

### **OPTIONAL PRE-PROPOSAL MEETING**

The City of Eagle River encourages interested parties to arrange an on-site visit to the restaurant and clubhouse ahead of submitting a proposal. An optional pre-proposal site inspection and meeting can be arranged upon request with the City Administrator, 525 E. Maple Street, Eagle River, WI 54521; 715-479-8682, ext 227; [rcginner@eagleriverwi.gov](mailto:rcginner@eagleriverwi.gov).

### **PROPOSAL INSTRUCTIONS**

All respondents are required to submit one (1) clearly marked original of their proposal to Robin Ginner, City Administrator, 525 E. Maple Street, Eagle River, WI 54521 no later than Monday, January 29, 2024 at 11:00 a.m.. All proposals will be opened publicly and recorded as received. Respondents may be present at the opening; however, there will be no public reading of Proposals. Proposals received later than the time and date specified will not be considered. The proposal must be submitted in a sealed envelope or package and the outside shall be clearly marked with the respondent's name and address and as follows:

**SEALED REQUEST FOR PROPOSAL: RESTAURANT LEASE AT EAGLE RIVER GOLF COURSE  
DATE: JANUARY 29, 2024  
TIME: 11:00 AM**

All respondents are required to submit the information detailed below. **Responses shall be organized and presented in the order listed below to assist the City in reviewing and rating proposals.** Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein. By submitting a proposal, you represent that you have thoroughly examined and become familiar with the scope of services outlined in this RFP and you are capable of performing the work to achieve the City's objectives.

- A. Table of Contents to include clear identification of the response provided by section and number.
- B. A brief synopsis of the highlights of the Respondent's proposal which should not exceed one page in length, is easily understood, and summarizes the overall benefits of the proposal to the City.
- C. Name, email address and telephone number of person(s) to be contacted for further information or clarification.

- D. Copy of State of Wisconsin license to perform the work required and involved if required.
- E. Statement of approach to providing Restaurant, bar and bar cart services. Describe your firm's approach to the restaurant, bar and bar cart service operation including any capital investments, staffing, menus, take-out services, hours of operation, etc. Please describe any marketing or programmatic initiatives intended to increase business and revenues. Identify any key personnel to be assigned to the restaurant, bar and bar cart service. List any anticipated capital improvements envisioned and the proposed source of funds for implementation.
- F. Cash Flow and Pro Forma Analysis: The analysis shall project two (2) years of operations and indicate the estimated annual revenue and operating expense figures.
- G. Statement of Qualifications including any unique expertise or experience. Resumes of key personnel.
- H. A complete list of restaurants managed or leased over the past ten (10) years including the dates started and terminated if applicable. Indicate for each restaurant whether or not the respondent has met all financial requirements of the agreement.
- I. Business References: A minimum of three (3) business references giving names, addresses, telephone numbers, and the nature and length of time of the business association in each instance. These references must be persons or firms with whom you have conducted business transactions during the past five (5) years.
- J. Financial References: A minimum of three (3) financial references giving names, addresses, and telephone numbers in each instance. It is required that at least one of the five references must be a bank or other financial institution; and the type of relationship shall also be indicated, for example: checking accounts, savings accounts, real estate loans, or construction loans. At least one of these references must be a major supplier which ordinarily bills the respondent on a monthly basis, and has done so for at least two (2) years.
- K. Respondent shall disclose involvement in any projects that may result in any conflict of interest or dilution of commitment.
- L. Proposal Fee and Contract Terms (See Page 8). Please address any and all proposed payments to the City and/or any and all support requested from the City.
- M. Proposal Response Form (**ATTACHMENT B**).
- N. Description of any exceptions taken to this RFP. If any proposal involves any exception from the stated requirements and specifications, they must be clearly noted as exceptions and attached to the proposal.
- O. Respondent is required to review the City of Eagle River Code of Ethics adopted and effective November 21, 2011. Respondent shall acknowledge that they have reviewed the document in the area provided on the attached Ethics Acknowledgement form included on **ATTACHMENT B**. The Code of Ethics can be accessed at the City of Eagle River website at [www.eagleriverwi.gov](http://www.eagleriverwi.gov). Upon entering the website click on Code of Ethics under "City Government". If the respondent does not have access to the internet, a copy of this document can be obtained through the City Administrator at the address listed within this bid/proposal.
- P. Statement of Non-Collusion (**ATTACHMENT B**).
- Q. Any technical or administrative questions regarding this RFP shall be made in writing and directed to Robin Ginner, City Administrator, 525 E. Maple Street, Eagle River, WI 54521, by phone to 715-479-8682 ext. 227, or by email at [rcginner@eagleriverwi.gov](mailto:rcginner@eagleriverwi.gov). All questions,

answers, and/or addenda, as applicable, will be posted on the City's website at [www.eagleriverwi.gov](http://www.eagleriverwi.gov) (Upon entering the website click on Bids & RFPs under "Resources"). It is the respondent's responsibility to check the website for addenda prior to submission of any proposal. Note: Responses to requests for more specific contract information than is contained in the RFP shall be limited to information that is available to all respondents and that is necessary to complete this process. The request must be received at least three (3) business days prior to the advertised response deadline.

**Failure to include any of the above-referenced items in the submitted proposal may be grounds for disqualifying said proposal.**

## **MAINTENANCE AND IMPROVEMENTS**

Each proposal shall include a list of preventative maintenance items that the respondent would address. Examples include carpet cleaning, grease trap cleaning, hood cleaning, restrooms, etc.

The City of Eagle River has not required that specific known needed capital improvements be included as part of this lease agreement. The City will, however, consider including specific terms to address desired capital improvements during the negotiation phase. Accordingly, interested parties are encouraged to consider providing information regarding initial or future capital improvement projects including implementation timetables and the estimated cost of each improvement, if desired.

## **UTILITIES AND OPERATING EXPENSES**

The awarded Lessee will be required to share utilities and operating expenses with the current Lessee of the golf course. A proposal schedule is included as **Attachment C**.

## **EVALUATION CRITERIA**

The City of Eagle River shall select the responsible and responsive Proposal which is determined by the City to be the best suited, most advantageous, and provides the best value to the City on the basis of the criteria included in this Request for Proposal. The City expressly reserves the right to negotiate with the selected firm prior to an award of any contract pursuant to this RFP. Best value shall be determined by consideration of the following factors:

- Overall quality, thoroughness, and responsiveness to the City's requirements as summarized herein.
- Proof of competency: The required statement of qualifications and demonstrated experience (minimum of 2 years with in last 10 years) of the firm, the designated account representative, and other key staff to be assigned to the restaurant, bar and bar cart service operation.
- Successful performance and positive working relationships with other clients including a complete list of restaurants managed or leased over the past ten years. Include business and financial references.
- Statement of Approach to providing restaurant services.
- Ability to meet the schedule identified herein.

- Demonstrated financial resources and terms and conditions of the proposal including cash flow and pro forma analysis.
- Required food service licenses/certifications.
- Proposed Financial structure.
- Request for capital improvements (if any).
- Involvement in any projects that may result in any conflict of interest or dilution of commitment.
- The number, scope, and significance of conditions or exceptions attached or contained in the proposal.

## **SELECTION PROCESS**

This request for proposal does not commit the City of Eagle River to award a contract or to pay any costs incurred in the preparation of a proposal to this request. All proposals submitted in response to this request become the property of the City of Eagle River. The City of Eagle River reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with the selected respondents, the right to extend the contract for an additional services, or to cancel in part or in its entirety the request for proposal, and to waive any informality if it is in the best interests of the City to do so.

- A Selection Committee, appointed by the City Mayor, will evaluate all proposals received for completeness and the respondent's ability to meet all requirements as outlined in this RFP. The Committee will then short list the specific firms whose statements best meet all criteria required and may conduct interviews with these firms. Upon completion of interviews, the Selection Committee will forward to the City Mayor, a list of firms recommended for further consideration.
- Based on the results of the interview process, the City Mayor, or his designee, will review the proposed Term of Lease, financial structure, and other factors of the top-rated firm(s) and negotiate a specific agreement based on these discussions.
- Additional technical information may be requested from any respondent for clarification purposes, but in no way changes the original qualification statement submitted.
- Final recommended proposal will be forwarded to the City Council for their approval.

## **TIMELINE**

Time is of the essence to facilitate opening the restaurant, bar and bar cart service operations no later than May 1, 2024.

Below is the City's anticipated schedule for the project. The City intends to adhere to this schedule as closely as possible but reserves the right to modify the schedule as required in the best interest of the City.



Publicize RFP	January 4, 2024
Pre-Proposal Meetings Upon Requested	January 4 through January 26, 2024
RFP Due Date	January 29, 2024, 11:00 a.m.
Interviews with Top Respondents	Week of February 19, 2024 *
Referral of recommended proposal to City Council	March 12, 2024
Contract Effective Date	No later than May 1, 2024

*\*The City will advise of the time if selected for an interview.*

## **INSURANCE REQUIREMENTS**

The Respondent shall, at its own expense and cost, obtain and keep in force during the entire duration of the contract the following insurance coverage covering the Respondent and all of its agents, employees and sub-contractors and other providers of services and shall name the City of Eagle River and its employees and agents as an Additional Insured on a primary and non-contributory basis to the Respondent's Commercial General Liability, Liquor Liability, and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Respondent's Certificate of Insurance. Insurance shall be written with insurance carriers Approved in the State of Wisconsin and with a minimum Best's Rating of A-VIII. In addition, all carriers are subject to approval by the City. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$1,000,000 each accident/\$1,000,000 disease-policy limit/\$1,000,000 disease each employee
- A Waiver of Subrogation shall be provided in favor of the City of Eagle River and its employees and agents.

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000
  - Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided in favor of the City of Eagle River and its employees and agents.

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Evidence a Combined Single Limit of Liability for Bodily Injury and Property Damage:  
Per Accident \$1,000,000
- A Waiver of Subrogation shall be provided in favor of the City of Eagle River and its employees and agents.

4) Umbrella (Excess Liability):

- \$1,000,000 Occurrence/\$1,000,000 Aggregate

5) Liquor Liability:

- \$1,000,000 Occurrence/\$1,000,000 Aggregate

The limits and coverage listed above are minimums and additional limits and/or coverage may be required by the City depending on the event. The respondent shall provide a Certificate of Insurance as evidence of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, statutory Worker's Compensation and Employer's Liability and Professional Services Liability coverage.

The Respondent shall direct its Insurer to provide original, completed Certificates of Insurance to the City prior to issuance of contract. The awarded Respondent(s) will be responsible for providing written notice to the City 30 days prior to cancellation or non-renewal of any insurance policy. The Certificate shall evidence all required coverage including the Additional Insured on the General Liability, Liquor Liability, and Auto Liability policies and Waiver of Subrogation on the General Liability policy, Auto Liability and Workers Compensation policies. The Respondent shall provide the City copies of any such insurance policies upon request. The above insurance requirements are the City's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.

## **INDEMNIFICATION**

To the fullest extent permitted by law, the Respondent shall indemnify and hold harmless the City of Eagle River and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) to the extent arising out of or resulting from the performance of the Respondent's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Respondent, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Respondent to perform or furnish either of the services, or anyone for whose acts the Respondent may be liable.

## **ATTACHMENT A**

### **CITY FURNITURE & EQUIPMENT LIST**

#### ***DINING ROOM, BAR AND BAR CARTS***

83	Chairs – Metal with Vinyl Seats
20	Barstools – Metal with Vinyl Seats
20	Square Dining Tables
13	Iron Patio Chairs
4	Iron Patio Tables
1	Commercial Glass Washer
2	Ice Chests
1	Triple Cooler
2	Mini Fridges
1	Commercial Coffee Pot
2	Bar Carts (Yamaha, Model Years 2014 And 2022)

#### ***KITCHEN***

2	Banks of Built-In Shelves
2	Stainless Steel Refrigerated Counter Unit
2	Stainless Steel Refrigerators (1 Two-Door, 1 Three-Door)
2	External Walk-In Freezers
1	Ice Maker
1	SS Small Table
1	6 Burner Gas Stove
1	Griddle
1	Commercial Grill
1	Double Deep Fryer
1	Commercial Dishwasher
1	Warming Table
1	Microwave
2	Hand Washing Sinks

All of the above listed equipment is owned by the City of Eagle River. It will be made available for use of the Lessee at Eagle River Golf Course. The Lessee will be required to maintain the equipment in good operating condition by performing all regular and periodic maintenance. The City will assume no obligation for repair or maintenance of the equipment during the term of the lease and will expect that it will be returned in the same condition as provided to the Lessee subject to normal wear and tear. Equipment is required to be professionally cleaned and shut down at the end of the season with proof of service provided to the City.

**ATTACHMENT B**

**PROPOSAL RESPONSE FORM**

BID / PROPOSAL NO: \_\_\_\_\_ DATE DUE: 01/29/2024  
DATE ADVERTISED: 01/02/2024 TIME DUE: 11:00 AM  
NAME OF PROJECT: Restaurant Lease at Eagle River Golf Course

**The Respondent acknowledges receipt of the following Addenda:**

Addendum #1 \_\_\_\_\_(Initial/Date) Addendum #2 \_\_\_\_\_(Initial/Date) Addendum #3 \_\_\_\_\_(Initial/Date)

***NON-COLLUSION AFFIDAVIT:***

By submission of this proposal, the Respondent certifies that it is being submitted without any collusion, communication, or agreement as to any matter relating to it with any other respondent or competitor. We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

***CODE OF ETHICS:***

I / We have reviewed a copy of the City of Eagle River's Code of Ethics and agrees to adhere to the Code in any and all work as a representative of the City. Yes \_\_\_\_\_ No \_\_\_\_\_ \*

\*Respondent is advised that effective November 21, 2011, the City of Eagle River cannot consider any bid or proposal where the bidder has not agreed to the above statement.

_____	_____
Type or Print Name of Individual	Doing Business as (Trade Name)
_____	_____
Signature of Individual	Street Address
_____	_____
Title	City, State, Zip Code
_____	_____
Date	Telephone Number / Fax Number
_____	_____
Email Address	SS # or TIN#

**ATTACHMENT C**

**OPERATING CHARGES/UTILITIES**

	<u>City of Eagle River</u>	<u>Lessee</u> <i>(Restaurant portion only)</i>
Eagle River Light & Water Electricity		✓ *
WI Public Service Natural Gas		✓ *
Eagle River Water Service		✓ *
Sewer Service		✓ *
Trash/Recycling		✓
Phone/Cable/Internet	The golf course and the restaurant independently fund these services for their own use and at their own expense.	
Snowplowing	✓	
Grounds Maintenance	✓	
Grease Disposal		✓
Equipment Maintenance & Repair		✓

\* Utilities are billed directly to the City of Eagle River and are required to be reimbursed by the restaurant related to usage in that section of the Clubhouse building.

**ATTACHMENT D**

**AERIAL OF THE EAGLE RIVER GOLF COURSE CLUBHOUSE AREA.**

