

Request for Proposals

THE HATCH RESTAURANTS: Restaurant Facility Operator

**The Hatch Restaurants at Erie Basin Marina
1 Harbor Line
Buffalo, New York**

Solicitation Issue Date: December 3, 2019

Proposal Due Date: January 8, 2020, 4:00PM EST

Issued by:

City of Buffalo Department of Public Works, Parks and Streets

65 Niagara Square, 502 City Hall

Buffalo, New York 14202

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I. Invitation to Submit Proposals

The City of Buffalo's Department of Public Works, Parks and Streets (DPW) is seeking proposals from experienced restaurant/bar operators to operate The Hatch Restaurant and William K's Restaurant and associated restaurant facilities ("The Restaurants") located at the Erie Basin Marina ("Marina") in the City of Buffalo, New York.

II. Project Background

Standing at the eastern edge of Lake Erie, the City of Buffalo is home to a beautiful and exciting waterfront. The waterfront has recently undergone significant transformation furthering its status as a premier destination offering many amenities.

At Buffalo's historic Erie Canal Harbor, patrons can learn how Buffalo helped shape the country as the western terminus of the Erie Canal, tour WWII warships at the Buffalo & Erie County Naval & Military Museum, and attend hundreds of events throughout the year, from rock concerts to activities for kids.

Another one of those amenities is the Erie Basin Marina, one of Buffalo's premier downtown and regional attractions, which features a national test garden and an observation tower with scenic views of downtown Buffalo, Buffalo River, Lake Erie, and Canada. The Erie Basin Marina was constructed starting in 1974 and is an integral piece of the development of Buffalo's Waterfront. Centered in the heart of the Marina is The Hatch restaurant offering a variety of food and beverages, coupled with breathtaking sunsets and views of, the Buffalo River and Lake Erie.

Since 2006, the City has invested over \$2.7 million at Erie Basin Marina. Improvements include a Boardwalk, new accessible public restrooms, new security gates for boaters, a new ice cream gazebo, clam bar, full service bar and the addition of a full service restaurant. Other recent investments include: construction of the beach at the Marina, sidewalk paving and picnic tables, new lighting and enhanced security.

III. Scope of Services

The City is soliciting proposals from qualified restaurateurs to enter into a lease to occupy designated interior and exterior restaurant space located at the Erie Basin Marina, 1 Harbor Line, Buffalo, NY 14202.

The City is also seeking as part of said proposals, plans for the renovation and/or operation of the space described in Exhibit A from restaurateurs with proven backgrounds in the restaurant or food service industry. The City hopes to receive proposals that will offer a new and creative Hatch experience at the waterfront while complementing existing Erie Basin Marina and adjoining waterfront attractions.

The City anticipates the operator will have the opportunity to capture demand from downtown workers and residents, visitors to local attractions, marina slip renters, tourists as well as from foot traffic generated by the many special events held in and around the area.

The City seeks an experienced operator to open the Hatch Restaurants on May 1, 2020.

IV. Submission Requirements & Selection Process

1) PROPOSAL REQUIREMENTS

Prospective operators are required to submit one (1) signed original, six (6) copies and an electronic copy in PDF format on a CD of respondent's proposal submission.

The RFP submission shall be limited to no more than approximately 30 double-sided pages (min. 12 pt. font preferred) that shall be bound.

Responses should demonstrate an understanding of the requirements and present the following information in the same chronology as presented below clearly divided by the numbered sections, along with all required appendices/attachments. Respondents should provide the following:

A. Cover Letter

Summarize your organization's ability to undertake the requirements sought in this request for proposals – your overall approach to the effort, key abilities of your proposed management team, and distinguishing factors on why your organization should be selected.

B. Organization Information

- i. Full legal company name, organization structure (e.g., corporation, partnership, joint venture) of respondent(s), and complete contact information including mailing address, phone and fax numbers, and email address.
- ii. Describe the respondent's organization and staff team as it relates to the business planning, implementation, marketing and operation of the restaurant concepts. Include an organization chart of personnel that would be involved in the management effort.
- iii. The respondent should indicate if the company has been a party in any legal suit, action or contractual event of default in the last five (5) years. If so, provide explanation.
- iv. Respondent should include a financial statement prepared in accordance with standard accounting procedures. Financial statements should include: annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Respondent should include supporting documentation of their financial worth, including Financial Statements, balance Sheets and Income Statements and tax returns from the past three (3) years (corporate or personal). Where applicable, include published and publicly-available financial data for respondent, and its partners and participants where applicable, including assets (e.g., annual report, including latest quarterly report, 10K reporting, and recent securities offerings).

C. Experience and References

- i. List of all current management contracts/responsibilities held or previously held by organization of members of the team for food retail concepts, and restaurants, and other similar venues. Include contact person information (title, phone and fax numbers, and email address) and a narrative description of responsibilities and major accomplishments for each facility.
- ii. List any contracts that have been terminated or have been renewed within the last five (5) years, and include the name of a contact person. Contacts provided should be individuals who are capable of speaking to the management entity's performance on the contract cited.
- iii. Describe the most similar facilities/projects (i.e., size of facility, mission, size of restaurant, and market orientation) that the organization or members of the team currently manage or have managed in the past.
- iv. What strategies that the organization or members of the team have implemented at similar facilities that have resulted in successful restaurant operation?
- v. Restaurant teams must demonstrate capacity in all aspects of the restaurant operation including but not limited to – marketing plan, food preparation, business and financial plan development, and physical design capabilities, and operations.
- vi. Respondent should preferably provide evidence for at least the last three (3) years that they have been engaged in food and beverage retail and restaurant operation and that such operations each generated not less than \$500,000 in annual gross revenue.

D. Overall Approach to the Restaurant

- i. Provide a detailed description of the proposed approach in undertaking the operation of the Hatch Restaurants and surrounding facilities at The Hatch Complex (See Exhibit A).

- ii. **Workforce:** Respondents should describe any programs or actions they undertake to attract, recruit, train, retain and promote minority and female employees, partners and associates and current representation of minorities and women;
- iii. **Community Involvement:** Respondent should describe any programs or initiatives they sponsor or support that further the development of minority or women-owned business enterprises;
- iv. **Respondent Policies:** Respondents should describe any procurement policies or practices they have adopted that provide M/WBE suppliers or services business opportunities.
- v. Provide your concept for your overall approach/theme for The Hatch Complex.
- vi. Sample menu and pricing plan.
- vii. **Proposed Capital Investment and Design.** Respondent should submit a detailed timetable describing all respondent's proposed design and improvement work, if any. The timetable should clearly outline all intended improvements, the project costs of these improvements, and the anticipated commencement and completion dates of these improvements along with evidence of financing therefore.
- viii. Schematic floor plan, restaurant layout, and renderings if applicable for both interior and exterior space. Respondent should include detailed plans for the design of the restaurant, including renderings, drawings, maps and diagrams as applicable. Design plans should include the exterior, interior fit-out, lighting plan, signage, furniture plan, and greenspace as applicable.
- ix. Itemized Equipment List – as applicable to be supplied by the respondent.

2) SELECTION PROCESS

A maximum of three (3) proposers will be selected for interviews. Selection for interviews will be based on an independent evaluation based on a point system of 100 total points. The submitted proposals will be evaluated using the following criteria:

- i. **Project Understanding:** demonstrates understanding of the project's objectives and potential for achieving objective, including but not limited to: knowledge of the work; clarity, feasibility, cost-effectiveness and innovation of the site-specific management plan; role of operators and operator personnel – 20 points.
- ii. **Experience on Similar Projects:** restaurant and similar projects – 10 points.
- iii. **Project Management:** including but not limited to resources, experience and qualification of project personnel specifically committed to the project. The location and availability of personnel and the firm's experience in restaurant operation will also be considered – 20 points.
- iv. **Work Plan:** The overall soundness of the respondent's approach and comprehensiveness of the plan. The review of proposals will also include an analysis of each Respondent's minority and women workforce development, policies, and community involvement. Each Respondent must provide demonstrative evidence of how it meets these factors as more fully described in Section IV.1.D Overall Approach to the Restaurant. The weight given to each factor is as follows: – 40 points.
- v. **Fee:** Periodic sum to be paid to the City by respondent - 10 points

Final selection will be based on the above factors, as well as interview performance if interviews are conducted. The City of Buffalo Department of Public Works, Parks and Streets reserves the right to award the contract to other than the proposer presenting the lowest overall cost. The contract resulting from this RFP will be awarded to the qualified proposer whose proposal that City of Buffalo Department of Public Works, Parks and Streets determines to be the most advantageous to the City of Buffalo based on the evaluation of the criteria outlined above.

Any proposed contract award shall be subject to all required approvals including, but not limited to approval by the City of Buffalo Department of Public Works, Parks and Streets, Common Council, Comptroller and the City of Buffalo's Law Department. The Contract award shall be subject to the following conditions, where applicable;

- Americans with Disabilities Act
- Minority & Women Owned Business Enterprises and related requirements

The City of Buffalo Department of Public Works, Parks and Streets reserves the right to award a contract on the basis of initial proposals received, without discussions. Therefore, each initial proposal should contain the proposer's best terms from an operations and service standpoint and shall remain in effect for 90 calendar days. The City of Buffalo Department of Public Works, Parks and Streets reserves the right to enter into discussions/negotiations with one or more proposers and to subsequently request the submission of the best and final offers from such proposer or proposers, who after the conclusion of such discussions/negotiations, are still under consideration for award. No proposer shall have rights against the City of Buffalo arising from an invitation to enter into discussions/negotiations or an invitation to submit a best and final offer.

The proposer whose proposal is selected shall, within five (5) business days after written request by the Commissioner of the City of Buffalo Department of Public Works, Parks and Streets, furnish insurance certificate(s) complying with the insurance specifications outlined in this RFP. The notice shall be served personally or by the mailing thereof in a postpaid envelope addressed to the proposer at the address given in the proposal.

V. Mandatory Pre-Submittal Conference

City of Buffalo personnel will be made available at a mandatory, pre-submittal conference on Wednesday, December 18, 2019 at 10:00 A.M. local time at the Department of Public Works, Parks and Streets, room 502 City Hall, 65 Niagara Square, Buffalo, New York 14202. At this meeting, individuals interested in responding to this request for proposal will have the opportunity to ask questions about requirements of the RFP and goals of the project. A mandatory tour of the Hatch Restaurant Complex will be taken – respondents should dress for winter weather conditions.

VI. Project Schedule

The major milestones on the project schedule are currently projected to be:

Advertise RFP	December 3, 2019
Mandatory Pre-Submittal Conference	December 18, 2019 at 10:00 A.M.
Questions & Request for Information	December 18, 2019 at 10:00 A.M.
Responses Issued	December 23, 2019
Proposals Due	January 8, 2020 at 4:00 P.M.
Interviews	(May or may not be scheduled by City with up to top three respondents)
Anticipated Award Contract	February 7, 2020

VII. Time & Place of Submission

Respondents shall not seek nor receive any compensation or reimbursement related to or arising from expenses associated with preparing and/or submitting its proposal.

Respondents are required to submit one (1) original and six (6) copies and an electronic copy in PDF format on a CD of their submittal **prior to January 8, 2020 at 4:00 P.M. labeled "Proposal for The Hatch Restaurants: Restaurant Facility Operator"**. Responses shall be firmly sealed in an envelope or box, and contain the Respondent's name and return address.

Under no circumstances will the City of Buffalo Department of Public Works, Parks and Streets consider a proposal

which is received after the deadline or does not include the basic items described above.
Responses shall be delivered to:

Michael J. Finn, P.E.
Commissioner
City of Buffalo
Department of Public Works, Parks and Streets
65 Niagara Square, 502 City Hall
Buffalo, New York 14202

The City of Buffalo Department of Public Works, Parks and Streets reserves the right to reject a submittal if any document or item listed in this RFP is incomplete, improperly executed, indefinite, ambiguous, and/or missing. Additionally, factors such as, but not limited to the following, may also disqualify a respondent without further consideration:

- A. Evidence of collusion among Respondents;
- B. Any attempt to improperly influence any member of the evaluation panel;
- C. Discovery that a Respondent purposely misled or knowingly provided false or inaccurate information in a submittal;
- D. A Respondent's default under any type of agreement, which resulted in the termination of that agreement;
- E. Existence of any existing litigation, legal dispute, or unpaid liabilities between the Respondents and the City of Buffalo and/or the State of New York.

The City of Buffalo Department of Public Works, Parks and Streets reserves the right to reject any and all submittals and to waive any informalities or irregularities in procedure.

VIII. Additional information

Any questions or requests for additional information or documents will be accepted no later than **10:00 A.M., December 18, 2019** and should be addressed to:

Jennifer Jacobs
Senior Administrative Assistant
Department of Public Works, Parks and Streets
65 Niagara Square, 505 City Hall
Buffalo, New York 14202
jjacobs@city-buffalo.com
(716) 851-5871

Proposers are advised that from the date of issuance of this RFP until the award of the contract, NO contact with personnel related to this solicitation is permitted, except for contact at the Mandatory Pre-Submittal Conference or with the designated contact person listed above.

Except as otherwise noted in this RFP, all questions shall be **submitted in written form** and answers will be sent via e-mail and facsimile on **December 20, 2019** to all known prospective proposers. The City of Buffalo shall not be responsible for any oral communication or instructions. Additional information may become available and, along with the responses to all substantive questions and document requests, may be made available at any point during this process.

IX. General Lease Terms and Conditions

In addition to the terms and conditions stated elsewhere in this RFP, the proposer agrees to accept the standard City of Buffalo contract and lease provisions that will become part of the final contract/lease, the City of Buffalo retains the unilateral right to decline to issue any contract/lease as well as the right to issue a contract/lease for part or portion of the scope of work if a contract/lease is awarded.

Notwithstanding anything contained in this RFP to the contrary, the contract/lease awarded, if any, shall provide that the City of Buffalo shall have the unilateral right to cancel the contract/lease with or without cause at any time upon thirty (30) days written notice.

1. Ownership – The Hatch Restaurants, associated restaurant facilities, and the Erie Basin Marina are the sole property of the City of Buffalo (“City”). For the purposes of this RFP the terms “City of Buffalo,” “City” and “Common Council” have the same intended meaning, unless stated otherwise.
2. Premises - The Hatch and associated restaurant facilities as shown in Exhibit A located at 1 Harbor Line Buffalo, NY 14202 are hereby defined as “The Hatch.”
3. Purpose: The operator shall use the Leased Premises for all lawful purposes in connection with a restaurant which has alcoholic beverage service.
4. Property Condition and Due Diligence - The Hatch Restaurant property shall be leased to the operator in “AS IS” condition. The proposer will be responsible for performing their own due diligence in assessing the current condition of the restaurant building and restaurant site. The property will be made available for inspection by the proposer(s) at the time of the Mandatory Pre-Submittal Conference
5. Contract Term – The initial term of the intended contract/lease shall be for a period of three (3) years with the option for 2-one (1) year period extensions, each such extension upon mutual agreement.
6. Rent
 - i. This will be negotiated per the terms of the contract, which is to be based on the winning proposal.
7. Reports and Annual Financial Review
 - i. The vendor is responsible to keep and submit a monthly report due on the 20th day of each month approved to form by the Department of Public Works and Comptroller to the City including but not limited to the following:
 - a) Revenue
 - b) Expenses
 - c) Financial variance report against budget – monthly / year to date
 - d) Traffic volume – historical comparison
 - e) Marketing promotions
 - f) Routine maintenance expenses
 - g) Non-routine expenses
 - h) Authorized capital improvements
 - i) Insurance claims
 - j) Litigation
 - k) Safety and environmental incidents
 - ii. The vendor agrees to have an independent accounting firm, approved by the City, perform and report on agreed upon procedures. These procedures would include but are not limited to: Evaluation of internal controls including testing of the POS System and verification of revenues and expenses. The vendor will assume responsibility of this report not to exceed \$10,000 every three (3) years.
8. Business Plan
 - i. No later than December 1st of each year, the operator will provide the City of Buffalo with its business plan for the upcoming season setting forth the menu, portion size, branding and pricing schedule for The Hatch Restaurants.

- ii. No later than April 1st of each year, the operator will provide City of Buffalo with workforce information, including but not limited to:
 - i. Number of permanent and seasonal employees
 - ii. Number of City residents with corresponding zip codes
 - iii. Amount of permanent and seasonal employees that are self-identified females
 - iv. Amount of permanent and seasonal employees that are self-identified racial minorities as defined under NYS Executive Law Article 15-A § 310
 - v. Good faith efforts taken, as defined by the Office of Diversity, Opportunity, and Inclusion, to employ City, female, and racial minority employees
 - iii. The City's Deputy Commissioner for Buildings will assemble a panel that meets on a quarterly basis to review all aspects of operations (including but not limited to the operator's annual business plan). The panel will make recommendations and present said information to the operator. The operator must respond in writing to all recommendations introduced by the panel.
 - iv. The City of Buffalo shall notify the operator in writing within 10 days following receipt of changes it desires and the reasons therefor which changes shall be implemented. The requested changes shall be subject to the operator's approval, which shall not be unreasonably withheld. The parties agree to review menus and operating plans informally on a quarterly basis.
- 9. Operations - The operator must obtain the appropriate permits and authorizations required by the City, County and State consistent with its operations. The operator shall be required to keep the Premises in an orderly and attractive condition at all times. The operator shall provide prompt courteous service and have sufficient employees available to properly serve the public.
- 10. Menu - The operator, subject to the City's review and approval, shall provide food and beverage items to the public consistent with comparable prices in the immediate area, which menu and price list shall be prominently displayed.
- 11. Dates & Hours of Operation
 - i. The operator shall maintain regular business hours of operation for the Leased Premises during the period of May 1st through Columbus Day of each year. This is a minimum requirements and may be extended by the Operator. The proposed dates and hours of operations must be set forth in the proposal response for City approval. At any time during the terms of the lease or any extension thereof, the operator may deviate from the schedule of hours of operation due to inclement weather, force majeure, or upon written approval from the Commissioner.
 - ii. The operator shall make the promenade area at The Hatch accessible to the public at all times.
 - iii. The Proposers will submit any proposed changes to the Dates and Hours of Operation in their proposal.
- 12. Personnel
 - i. The operator will hire, train, supervise, discipline, and if need be, dismiss any and all persons necessary to operate its operation hereunder and will use reasonable efforts to assure that its employees continually practice high standards of cleanliness, safety, courtesy and service customarily followed in the conduct of a first-class restaurant operation. Such individuals shall be employees of the operator and shall wear neat and clean uniforms identifying themselves as the operator's employees. The Hatch Restaurants will be subject to pay its employees in conjunction with the terms set forth by the City of Buffalo Living Wage Commission.
 - ii. The operator shall comply with all wage practices and laws of all applicable jurisdictions, and shall also comply with all laws governing employment and conditions of employment including without limitation the Workers' Compensation Act of the State of New York and any amendments thereto.
- 13. Deliveries - All deliveries of refreshments and other items used or sold by the operator at the Restaurants shall be made to the least inconvenience of operations at the Marina. The City reserves the right to alter any delivery schedule at any time.
- 14. Utilities - The operator shall be responsible for direct payment of all utilities necessary for the operation of The Restaurants (e.g. natural gas, electric power, water service, and telephone service). Natural gas and power

are billed directly to the City by the respective utilities and the operator will be billed by the City's energy procurement vendor. The vendor is responsible for establishing accounts with all other utilities as necessary to operate the Restaurants.

15. Security Plan

- i. The operator shall furnish a comprehensive security plan to maintain safe and secure operations at The Restaurants, subject to review and approval by the City.
- ii. If the Restaurants is open at any time past 10:00 p.m. (end of normal operating hours of Erie Basin Marina operations), the operator will hire security personnel necessary to maintain safe and secure operations for the Marina.
- iii. All security personnel must be New York State-certified.

16. Service of Alcoholic Beverages - The operator may serve alcoholic beverages provided that the restaurant operator obtains the appropriate license and/or licenses from the New York State Liquor Authority (SLA). Alcoholic beverages may only be served for consumption within the Restaurant premises.

17. Advertising Restrictions - The operator shall not modify the Hatch Complex to advertise in any manner other than as approved by the City of Buffalo in writing and the operator shall have no right to use the trademarks, symbols, or trade name or name of the City of Buffalo, directly or indirectly, in connection with any production, promotion, service or publication without prior written approval of the City of Buffalo. The foregoing shall not be construed to limit the operator's right to use the operator's logos in the ordinary course of its business on its uniforms, menus, cups, and products. All outdoor advertising are subject to regulations as per Chapter 133, Article 1 of the City Charter.

18. Naming Rights - The names "Erie Basin Marina" and "The Hatch Restaurant" belong to the City and the City reserves the right to sell naming rights. The operator does not have the right to change the names. The name "William K's" is not owned by the City and may be changed at the Operator's discretion.

19. Sales - All sales must be receipted and registered with an independently tested Point-of-Sales (POS) system. The operator shall be responsible for the furnishing and maintenance of this system.

20. Promotion of Sales - The operator shall use all reasonable efforts to enhance, maintain and improve profitability of The Restaurants and to perform such acts as may be reasonably necessary to promote sales.

21. Website - The operator shall keep a website providing basic information and promoting The Restaurant operations.

22. Capital Expenses - Any improvement which is assigned a useful life under New York State local finance law and is a bondable expenditure shall be deemed a Capital Improvement. Capital Improvements shall be the responsibility of the City. Notwithstanding the forgoing, the City is not obligated to make any capital improvements at any time.

23. Modifications and Improvements to Facilities – All modifications and improvements will be done so at the sole costs of the operator unless deemed by the City as capital in nature and funds therefore are actually appropriated. Notwithstanding the forgoing or anything contained in this RFP to the contrary, the City is not obligated to make any capital improvements at any time.

- i. The Applicant will specify in their proposal any intended modifications/improvements to the property/buildings both in the interior and on the exterior. The specific information shall include a detailed list and itemized budget for both interior and exterior improvements as well improvements to the ice cream/clam bar. Applicant shall identify the restaurant theme and call-out specific elements of the design to be used in order convey the restaurant theme.
- ii. All intended improvement plans must be pre-approved by the City and will require permits to be obtained through the City of Buffalo Permits and Inspections Department. The City will consider (but is not obligated to provide) financial participation in the renovation of the subject property.
- iii. The operator shall not alter, add to, or in any way vary The Restaurants or make any material alterations or effect any material installations, without having first obtained the consent in writing of the City. All alterations made to The Restaurants will be done at the operator's expense.

- iv. If the operator is proposing changes to The Restaurants, they shall provide a detailed specific timeline for the start and completion of any proposed operator improvements. This timeline shall include a firm date for the restaurant to be open and operating.
 - v. All improvements, modifications, equipment, furniture, and fixtures shall become property of the City upon placement at Leased Premises unless otherwise permitted by the City.
 - vi. The operator is required to turn over a complete set of keys for The Restaurants to the Deputy Commissioner of Public Works, Parks and Streets for Buildings and Energy Management ("Deputy Commissioner for Buildings"). If any locks are changed, then new keys must be provided to the Deputy Commissioner for Buildings immediately.
24. Maintenance and Repair of Equipment & Structures - The operator, at its sole cost and expense, shall be responsible for the routine maintenance and ordinary repair, replacement, renovation of equipment, structures and of service-ware at the Leased Premises (as described in Exhibit A) as needed and in accordance to industry standards. Routine maintenance shall mean any expenditures made for the regular upkeep of physical properties including reoccurring, preventative, and ongoing maintenance necessary to delay or prevent the failure of critical and non-critical building systems and equipment. Any changes or improvements to equipment or structures beyond the scope of ordinary repair and routine maintenance must be approved by the Deputy Commissioner for Buildings prior to the commencement of work. The City reserves the right to perform routine property inspections, to insure proper maintenance is being performed.
25. Mechanics Lien - The operator shall protect and keep the leasehold improvements and equipment, free and clear of all mechanics and other liens, attachments, encumbrances or claims arising out of the operator's operations hereunder, its performance under this agreement, and/or its use of same. In the event any such lien is placed, or any such encumbrance is created, the operator shall use all reasonable efforts to attempt to have it removed, and if necessary, shall provide a performance bond or other reasonable security. All additional costs incurred not directly related to operations hereunder shall be borne by the operator.
26. Refuse & Housekeeping - The operator shall use reasonable efforts to keep The Restaurants neat and clean and in such condition as is consistent with its operation. The operator, at its sole cost and expense, shall be responsible for cleanup and removal of all garbage, refuse, rubbish, and litter from the Leased Premises and within the area 50ft. of the Leased Premises. The operator shall comply with all City, State, and Federal regulations regarding recycling. Operator shall procure and pay for refuse and recycling removal for off premises proper disposal. Refuse removal schedules are subject to the City's approval. In addition, the operator shall keep all signs and structures in good condition and free of graffiti.
27. Snow and Ice Removal – The Operator is responsible for the cleaning and snow removal of all approach paths throughout The Hatch Complex.
28. Parking – There are 254 public parking spots within Erie Basin Marina, though there are no guaranteed spots designated solely for Restaurant patrons.
29. Pest Control - The operator, at its sole cost and expense, shall provide regular pest control inspections and extermination as needed.
30. Products - The operator agrees that it will continuously have available sufficient quantities and varieties of pure and wholesome refreshments in conspicuous locations at The Restaurants.
31. Specialty Products - The City of Buffalo shall have the right to request the operator to sell specialty products and to otherwise take innovative action to increase sales and/or improve customer satisfaction provided that the operator's rental rate with respect to such items is equitably reduced to take into account any differential between the cost of product for such items and the average price of items the operator is then selling.
32. Taxes, Licenses and Permits
- i. The operator shall pay all license fees, sales taxes on products or services that the operator provides hereunder, including, but not limited to, all federal, state and local taxes, New York State Worker's Compensation payments, unemployment insurance, payroll and other taxes with respect to services provided under this agreement and all other taxes arising from the operator's operations hereunder.
 - ii. The operator shall obtain and maintain in force during the term of operation, all necessary food, liquor and other licenses and permits and renewals thereof and shall pay all fees and taxes which may be

- due and owing, from time to time, to federal, state or municipal authorities incidental to its operations. The operator shall furnish the City of Buffalo, through the Deputy Commissioner for Buildings, with copies of all applicable licenses, permits, and renewals thereof.
- iii. The operator shall advise the Commissioner in writing of any pending or threatened actions against the operator, whether by governmental authorities or otherwise, which seek, or could result in, the suspension or revocation of any license or permit necessary for its performance of this agreement. In the event of any suspension in excess of 30 days or revocation of the operator's license to serve alcoholic beverages, and if such suspension or revocation shall not be stayed or appealed in such manner that will permit the operator to continue to serve alcoholic beverages at The Restaurants, then the operator shall be obligated, subject to written approval of the City of Buffalo, to secure an interim licensed bar manager at The Restaurants to enable or permit the serving of alcoholic beverages. If the operator has not secured an interim licensed bar manager or made arrangements to the City of Buffalo's reasonable satisfaction, then upon the effectiveness of the suspension or revocation of the operator's liquor license, the City of Buffalo, without waiving any rights which it may otherwise have hereunder, shall have the right, but not the obligation, to secure an interim licensed bar manager.
 - iv. In such event, the operator will make available to the interim licensed bar manager, to the extent permitted by applicable law, if any, all supplies of applicable beverages then in its possession which were intended for sale or use at The Restaurants, will afford to such interim licensed bar manager the benefit of supply arrangements for beverages, and will make applicable personnel, and equipment available to such interim licensed bar manager.
 - v. If the City of Buffalo shall suffer any financial or economic loss as a result of such suspension or revocation, the operator and the City of Buffalo will negotiate in good faith to determine an equitable adjustment to the rents to be paid by the operator to compensate the City of Buffalo for such a loss.
33. Compliance with Laws, Policies and Programs
- i. In connection with its operations hereunder, the operator shall insist upon compliance and faithful observance of all laws (including without limitation fire, building, health, sanitation and environmental codes and regulations and liquor control laws and regulations).
 - ii. The City of Buffalo specifically grants to operator:
 - i. The right to enforce all New York State Laws, rules, regulations or orders relating to premises licensed pursuant to and to enforce all rules, regulations or orders of the New York State Liquor Authority or other regulatory agencies relating to the Licenses.
 - ii. Full right, power and authority to take any and all actions necessary to enable and to ensure compliance with all laws, rules, regulations and orders concerning the sale and consumption of alcohol at The Restaurants.
34. Other Certifications & Requirements
- i. Addenda – The City of Buffalo will issue responses to inquiries and any other correction or amendments it deems necessary, in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFP or in a formal addendum. The proposer should verify with the designated contact person, prior to submitting a proposal, that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals.
 - ii. Confidential/Proprietary Information – Proposers should specifically identify those portions of the proposal to be confidential, proprietary information or trade secrets and provide justification why such material should not be disclosed. Disclosability is ultimately determined by reference and applicability to the applicable Freedom of Information Laws. Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.
 - iii. Indemnification – The contract/lease awarded, any, shall state that: The operator shall indemnify, defend and save harmless the City of Buffalo and their officers, agents, servants and employees from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, costs

- or damages, including but not limited to attorney's fees, in any way arising out of, relating to or in connection with the performance of or failure to perform the contract by the Operator. This provision shall include all losses, costs and damages that the City of Buffalo may suffer by reason of injury to the person or property of another resulting from the negligence or carelessness, active or passive, of the operator and or those under the direction and or control of the operator. Operator shall also defend, indemnify and hold harmless the City of Buffalo, their agents, officers, servants and/or employees against all claims or losses for personal injury resulting from negligence, active or passive, of employees of Operator or persons working for Operator.
- iv. The provisions of this section shall survive the expiration or termination of the contract; shall not be limited by reason of any insurance coverage provided hereunder or the limits of any insurance requirements; and shall be separate and independent of any other requirement of the Contract.
35. **Insurance** - The operator shall provide a statement indicating the ability to secure policies of NYS Workers' Compensation and Disability, Professional Liability, General and Automobile Liability Insurance, and maintain said policies in force during the life of the contract in the limits set forth:
- i. New York State Workers' Compensation Insurance: The contract/lease awarded, if any, shall be void and of no effect unless the Operator shall secure Workers' Compensation Insurance for the benefit of, and keep insured during the life of said contract, such employees as are necessary to be insured in compliance with the provisions of the State of New York Workers' Compensation Law. Evidence of workers' compensation shall be evidenced on the New York form. Operator shall also provide evidence of Disability Insurance on the New York form.
 - ii. General Liability: With respect to all operations the operator shall carry Commercial General Liability insurance providing for a minimum limit of one million dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under the contract/lease. Excess umbrella general liability coverage and automobile liability coverage shall be in at least the amount of three million dollars (\$3,000,000).
 - iii. Automobile Insurance: With respect to any owned, non-owned, or hired vehicles the operator shall carry Automobile Liability insurance providing for a minimum limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage.
 - iv. Liquor Liability: In at least the amount of two million dollars (\$2,000,000).
 - v. Fire Insurance: The Operator shall, at its sole cost and expense, obtain and maintain throughout the term of the agreement with the City insurance with respect to the Restaurants insurance against fire, lightning, vandalism, malicious mischief and other casualties, with standard extended cover endorsement covering permits and other risks from time to time including under "all risk coverage" policies in an amount to not less than 100% of the actual replacement costs of the Restaurants complex buildings as determined by a qualified insurer (subject to City approval) with a deductible amount of no greater than \$100,000, for which deductible amount the vendor shall remain financially liable. The City shall be loss payee under this insurance policy. The vendor is responsible for insuring the vendor's equipment.
 - vi. All policies of insurance required by the contract/lease awarded, if a contract/lease is awarded shall be provided and maintained at no cost or expense to the City of Buffalo and shall name the City of Buffalo as an Additional Insured and Certificate Holder with respect to the Operator's activities. Notwithstanding the foregoing, Workers' Compensation Insurance and Disability Insurance Certificates shall name the City of Buffalo as a Certificate Holder.
 - vii. All policies of insurance shall be provided by a company or companies admitted in the State of New York and authorized to do business in the State of New York. Before contract/lease execution, the Operator shall furnish to the City of Buffalo a certificate or certificates of insurance, and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City of Buffalo. All certificates of insurance shall be subject to the approval of the Corporation Counsel of the City of Buffalo as to form and of the Comptroller of

the City as to sufficiency. Such certificates and renewal certificates shall provide for a notice of cancellation, change, lapse or restrictive amendment by certified or registered mail of at least thirty (30) days.

- viii. Any operator or subcontractor performing work under the contract awarded, if a contract is awarded shall procure and maintain statutory insurance and other insurance as determined by the operator so as to properly cover the liability of the operator, operator and subcontractor(s). The policy limits shall be the same as required of the Operator and the certificates of insurance shall be delivered to the Operator. No assignment, subletting, and/or subcontracting in full or in part is permitted without the prior written consent of the City to be issued, denied, or conditioned in the City's sole discretion.

X. Attachments

- A. Exhibit A – Map & Drawings of The Hatch Restaurant and associated restaurant facilities
- B. Exhibit B – Inventory of City Assets
- C. Exhibit C – Proposed Phase II Improvements
- D. Attachment A – Proposal Form

Exhibit A – Map & Drawings of The Hatch Complex



Exhibit B – Inventory of City Assets

Hatch Restaurant

- 1 - Outside Walk-in Cooler/Freezer (Attached)
- 12 - Tables/Booths
- 4 - 4ft. Commercial Kitchen Exhaust Hoods w/ Fire Suppression
- 1 - Three Hole Stainless Steel Sink
- 12 - Black Trash Receptacles

Ice Cream/Clam Stand/Full-Service Bar

- 1 - Indoor Walk-in Cooler (8X10)
- 1 - 4 ft. Commercial Kitchen Exhaust Hood w/ Fire Suppression
- 1 - Stainless Steel Service Counter
- 1 - Indoor Walk-in Cooler (22X6)
- 1 - Three Hole Stainless Steel Sink
- 5 - Bar Sinks
- 1 - 16ft. Stainless Steel Backbar Countertop
- 1 - 5ft. Beer Bottle Cooler
- 5 - Register Counter

Exhibit C – Equipment Owned by Existing Vendor

Please see attached. The existing vendor, Mollyworld, has advised the City that it is interested in selling the listed equipment. Interested respondents should contact Mollyworld directly about that.

MOLLYWORLD EQUIPMENT

Item	Quantity	Item	Quantity
Bar Sinks with Speed Wells	2	Ice Machine with Bin	1
Ice Bin with Speed Well	1	Walk In Cooler	1
Back Bar Coolers	3	3-Bay Sink-kitchen	1
Back Bar Beer Cooler	1	Stainless Steel Shelving/Plate	2
Beer Tap (8)	2	China/Plates	180
Stereo System with 7 Speakers	1	Silverware *Asst bins	3
POS System: ALOHA (printers/10 term)	1	Asst Glassware lot	1
2 Drawer Electric Bread Warmer	1	Custom Wood Wine Rack	1
2 x 4' Stainless Tables 2 x 4	3	Dining Room Chairs	58
Stainless Steel Shelving	5	Wooden Bar Stools	16
Fryer	4	Wicker Patio Chairs	45
6 Burner w/ table	1	w/ Wicker Bar Stools	
Stainless Steel Prep Table (WK)	1	Dining Room tables	26
Sandwich Makers/Coolers	4	Television with Hanging Rack	1
Wood Oven Pizza Oven- Renato	1	Camera System	1
Phone System (w 2 phones/Box)	1	Internet: WiFi Booster/Box	1
3 Door Reach in Cooler	1	Wooden Dining Chair	20
Refrigerated Bakery Case	1	Wrought-iron Patio Chairs	
Food Warmer -drop in bin	1	Wrought iron Patio Tables	
Stainless Steel Table *hatch	1	Cash Safe	1
Taylor Ice Cream Machine (soft/w twist)	1	Outdoor Awnings	2
Large Flower Pot	1	Wood/Metal Bar Table	1
William K's Outdoor Sign	1	Host Station	1
Stand Up Single Freezer	2	Stand up Single Cooler	1
Electric Convection Oven	1	Hanging Wine Rack	1

Attachment A – Proposal Form

PROPOSAL

CITY OF BUFFALO

65 NIAGARA SQUARE, 502 CITY HALL
BUFFALO, NEW YORK 14202

PROPOSAL FOR
THE HATCH RESTAURANTS: Restaurant Facility Operator
BUFFALO, NEW YORK

_____, 20____

DATE: _____

TO THE COMMISSIONER OF THE CITY OF BUFFALO DEPARTMENT OF PUBLIC WORKS, PARKS AND STREETS:

The undersigned hereby proposes and agrees to furnish all plans, labor, services, materials, supplies, equipment, tools, transportation and other facilities and things necessary or proper for or incidental to the above-named project, as required by and in strict accordance with the requirements outlined in the Request of Proposal, to be prepared therefore by the City of Buffalo Department of Public Works, Parks and Streets together with all addenda issued by the City of Buffalo Department of Public Works, Parks and Streets prior to the date of opening of this Request for Proposal (RFP) and mailed to the undersigned whether received by the undersigned or not.

COMPANY NAME: _____

PROPOSAL FORM

Payment to the City of Buffalo will be negotiated as part of the final contract, which is based on the winning proposal.

The sums listed below shall be based on your understanding of the tasks outlined in the Request for Proposals.

a. Proposal

- The City will annually receive a guaranteed minimum payment or percentage of combined gross sales (net of taxes) at The Restaurants, whichever amount is greater.
- Gross Sales (net of taxes):

\$800,000 and under:	_____ %
\$800,001 - \$1,000,000:	_____ %
\$1,000,001 - \$1,200,000:	_____ %
\$1,200,001 - \$1,400,000:	_____ %
\$1,400,001 - \$1,600,000:	_____ %
\$1,600,001 - \$1,800,000:	_____ %
\$1,800,001 - \$2,000,000:	_____ %
\$2,000,001 - \$2,200,000:	_____ %
\$2,200,001 - \$2,400,000:	_____ %
\$2,400,001 - \$2,600,000:	_____ %
\$2,600,001 - \$2,800,000:	_____ %
\$2,800,001 - \$3,000,000:	_____ %
\$3,000,000 - \$3,200,000:	_____ %
\$3,200,001 - \$3,400,000:	_____ %
\$3,400,001 - \$3,600,000:	_____ %
\$3,600,001 - \$3,800,000:	_____ %
\$3,800,001 - \$3,999,999:	_____ %
\$4,000,000 and over:	_____ %
- Guaranteed Minimum Payment: \$ _____

NOTES

1. The above shall be fully completed and included with your proposal.
2. Fees quoted for each item shall include all costs associated with the item, including, but not limited to: labor, insurance, reproduction, phone calls, postage, etc. No direct expenses shall be billed by operator to City..

I hereby declare that I have carefully examined the specifications, drawings and schedules on file, have visited the sites and fully informed myself of the existing conditions and limitations, that I will provide all necessary tools and apparatus, do all the work and furnish all of the materials and do everything required to carry out the aforementioned work in strict accordance with the, specifications and the related information and the requirements under them of the Commissioner of Public Works, Parks and Streets.

I further declare that no officer or employees of the City of Buffalo are directly or indirectly interested in this proposal, nor in the labor, or in the materials to which it relates, nor in any portion of the profits, thereof, that said proposal is made and contract will be made without collusion with any other person or persons presenting any proposal for the said labor and materials, and that said proposal is in all respects fair and just.

This proposal is submitted with the knowledge and understanding that the proposer herein hereby expressly consents to be bound by the provisions of the RFP which has been issued in connection herewith and which forms a part of this proposal.

Addenda

In the space provided below, acknowledge receipt of addenda:

	<u>Date Received</u>
#1	_____
#2	_____
#3	_____
#4	_____
#5	_____

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor, and
3. No attempt has been made, or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

SIGNATURE OF PROPOSER

(SEAL)

ADDRESS

TELEPHONE

Sworn to before me this _____ day of _____, _____.

Notary Public