

**REQUEST FOR PROPOSALS FOR
YORKTOWN HEIGHTS RAILROAD STATION CONCESSION**

**ISSUE DATE: JANUARY 20, 2021
DUE DATE: FEBRUARY 17, 2021**

Issued By:

Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

I. PROPOSAL INFORMATION

The Town of Yorktown (“Town”) is seeking proposals from qualified proposers (“Proposer”) interested in providing high quality, reasonably priced food and refreshment service (snack bar service) at the Yorktown Heights Railroad Station in Railroad Park located at 1862 Commerce Street in Yorktown Heights.

Copies of this Request for Proposals (“RFP”) may be downloaded from the Town’s website for RFP’s: https://yorktownny.org/bids_rfps under “Yorktown Heights Railroad Station Concession”.

A. PROCUREMENT SCHEDULE

Issue Date:	01/20/21
Preproposal Site Meeting	01/29/21
Requests for Clarification Due:	02/10/21 at 4:00 pm
Written Responses to Requests for Clarification Posted:	on or before 02/12/21
Due Date:	02/17/21 at 11:00 am

B. MANDATORY PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on January 29, 2021 at 11:00 am on site. Attendance at the pre-proposal meeting is highly recommended in order for an entity to submit a proposal.

NO COMMUNICATIONS OF ANY KIND AT THE PRE-PROPOSAL MEETING WILL BE BINDING AGAINST THE TOWN.

C. REQUESTS FOR CLARIFICATION

All requests for clarification must be submitted, as set forth below, no later than 4:00 pm on February 10, 2021. All requests for clarification must be emailed to Town Clerk at dquast@yorktownny.org.

Formal written responses will be distributed by the Town Clerk on or before February 12, 2021 by being posted on the Town’s website for Bids and RFPs: https://yorktownny.org/bids_rfps

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE TOWN, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.

D. PROPOSAL SUBMISSION

Each proposer must submit its proposal to:

Diana L. Quast, CMC
Town Clerk
363 Underhill Avenue
Yorktown Heights, NY 10598

Each proposal must be in a sealed envelope clearly marked: “Proposal – Yorktown Heights Railroad Station Concession”.

All proposals must be received by the Town Clerk by February 17, 2021 at 11:00 am. The Town is not responsible for any internal or external delivery delays that may cause the proposer’s proposal to arrive beyond the deadline. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the Town. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the Town.

E. RFP ADDENDA

Should the Town find it necessary to amend this RFP, such documents will be posted to the Town’s website for RFPs: https://yorktownny.org/bids_rfps. Proposers assume all responsibility for knowledge of any amendments, addenda, etc., issue by the Town and for checking the Town’s website for addenda.

II. BACKGROUND, THE SITE, SCOPE OF WORK, MINIMUM QUALIFICATIONS, TYPE OF AGREEMENT AND ANTICIPATED TERM, AND PROPOSAL CONTENT

A. BACKGROUND

The Yorktown Heights Railroad Station was built around 1878 as part of the Old Putnam Line of the New York & Northern Railroad. By 1914, the New York Central Railroad and its Putnam Division operated the line from High Bridge to Brewster. The last passenger train ran on the Old Put line on Thursday, May 29, 1958 and the last freight movement picked up an empty box car at Creed Brothers lumber yard in Yorktown Heights on September 17, 1962. By spring of 1963, the rails were removed. Since that time, the abandoned railroad bed was sold to New York State and the station building was acquired by the town’s urban renewal agency. The station building has been designated a Local (1976), State (1981), and Federal (1981) Landmark. The station became the center of Railroad Park and has gone through several refurbishment attempts. A complete restoration of the building was finally completed in July of 2020. The station building is the last remaining building of its unique design on the Old Putnam Line.

The Yorktown Heights Railroad Station is listed on the Federal National Register of Historic Places (“NRHP”). As the Town requires that this NRHP listing status be maintained, use of the station building must conform with any and all applicable laws, regulations, rules, executive orders, policies, orders, notices, and related guidance, as such provisions may be amended from time to time, that specify how the building may be used such that the NRHP listing status will be maintained (the “NRHP Requirements”).

B. THE BUILDING

The successful proposers will utilize the baggage room and ticket office as shown with dimensions in Schedule C for the purposes of operating the concessions. A small sink will be available for use.

No food preparation shall occur on the site. All food must be prepackaged, including all

condiments or the like that may be offered to patrons. Proposer must propose to bring in additional equipment for refrigeration needs and the like. Proposer may propose to provide tables, chairs, and umbrellas to be placed on the patio in front of the station for patron use.

C. EQUIPMENT

The Concessionaire at its sole cost and expense, shall supply any equipment it requires, and shall repair and replace all equipment required for the proper operation of the facility. All equipment shall comply with all applicable fire, electrical and safety codes. All equipment must meet or exceed Department of Health regulations and must be of commercial quality. The successful proposer will provide the Town with a list of all equipment intended to be used for this License, which shall be subject to Town approval.

D. HOURS AND DAYS OF OPERATION

The hours of the station and the opening and closing dates are determined by the Town and are subject to change. The Yorktown Heights Railroad Station is expected to be open the following hours, but proposers may propose alternatives:

Dates:	April 30 – November 15	
Hours: Weekdays		11:00 AM - 5:00 PM
Weekends & Holidays		10:00 AM - 6:00 PM

E. SIGNAGE

No signage may be affixed to the station building for any reason without the approval of the Director of Planning. Concession name, hours, and menu shall be advertised on a maximum of two (2) sandwich board type signs.

F. MINIMUM QUALIFICATIONS

Proposers must provide information and references related to the vendor’s experience in other, similar food service locations.

G. CONFLICT OF INTEREST & NON-COLLUSION

Proposers must disclose the name of any Town employee who owns directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates. Proposers must also complete the attached non-collusion certification.

H. MANAGEMENT AND UNIFORMS

The Concessionaire will personally operate the concession area, or employ a manager over 21 years old, satisfactory, to the Town. The Town shall have the final decision on the type of menus to be provided and the hours of operation of the food concession area. Uniforms identifying concession employees are required and shall be supplied by Concessionaire.

I. UTILITIES

The Town will provide utilities such as water and electricity, which are or may be required to operate the concession. Proposer assumes all risk associated with there being sufficient utility capacity at the site to satisfy Proposer’s needs.

J. MAINTENANCE

Concessionaire will accept the building “as is” in its present existing condition. No alterations, additions, or improvements whether temporary or permanent in character, shall be allowed, unless otherwise agreed to by the Town in writing. Concessionaire will not be responsible for repairs to the building. The concessionaire will be responsible for any damages to all Town property during the term of the License. If the concessionaire provides tables, chairs, and umbrellas for patron use, it is the concessionaire’s sole responsibility to protect and maintain said equipment in good working order. The Concessionaire shall keep the food patio and tables located around the building clean and free from debris and litter.

K. TYPE OF AGREEMENT AND ANTICIPATED TERM

The Town of Yorktown shall award a License agreement to operate the food and refreshment concession at the Yorktown Heights Railroad Station, to the successful proposer, in accordance with a License agreement to be prepared by the Town of Yorktown. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. The license agreement will not be binding or in force until approved by the Town Attorney, authorized by a Town Board resolution, and signed by both parties.

L. TERMINATION

The Town, upon sixty (60) days’ notice to the Licensee, may terminate this Agreement in whole or in part when the Town deems it to be in its best interest.

M. ASSIGNMENT

Concessionaire shall not assign or subcontract any portion of the operation without prior written approval from the Town. If the proposer intends as part of its proposal to subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors.

N. INDEPENDENT CONTRACTOR

Concessionaire and its employees will operate as an independent contractor and shall not be considered Town employees.

O. ASSIGNMENT OF AUTHORITY

Concessionaire shall be in charge of the limited area designated as the food concession and keeping the information center area open during the agreed upon hours of operation.

Note: This License is limited to the operation and maintenance of the food concessions at the Yorktown Heights Railroad Station and the patio immediately surrounding the station, should tables and chairs be provided by the concessionaire.

P. PROPOSAL EVALUATION

Proposals are reviewed by the Planning Department. Proposers who submit a proposal in response to this RFP may be required to give a presentation to explain the proposal. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Superintendent will schedule the time and location of these presentations.

The award of a Concession for the services sought through this Request for Proposal is not governed by public bidding laws. There is no obligation on the part of the Town to award the agreement to the proposer who proposes to pay the highest fee.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. The Town reserves the right to weigh its evaluation criteria in any manner it deems appropriate.

- Proposer's demonstrated experience to develop, manage, maintain, and operate the facility.
- Evaluation of the professional qualifications, personal background, and resume(s) of the individuals involved in the concession.
- Quality and value of menu and pricing.
- Proposer's financial ability to develop, operate and maintain the concession.
- Evaluation of the proposer's fee submission.
- Proposer's ability to provide the required insurance coverage.

Q. PROPOSAL PREPARATION AND SUBMISSION

A proposal must be submitted to the Town Clerk that includes the following:

1. Plan

The plan is a description of the planned mode of operation and use of the premises with an emphasis on customer service and quality food service delivery. This plan must include, but not be limited to, the following:

- The proposer's plan for operating the facility and requirements as set forth in this RFP.
- The proposed equipment that will be necessary to operate the business and a proposed layout for this equipment within the designated concession areas within the station.
- The proposed selection of food items that will be available for sale.
- Recruitment, training and supervisory programs.

2. A completed Schedule A.

3. A completed Schedule B.

R. FEE PROPOSAL

This section shall contain the fee the proposer agrees to pay to the Town for the License to operate the food and refreshment concessions at the Yorktown Heights Railroad Station. The fee proposed includes the basic utilities provided by the Town.

S. MISCELLANEOUS

The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

All contracts entered into by the Town shall be governed by the Laws of the State of New York, without effect to its conflict of laws provisions. Any disputes shall be resolved within the venue of the State of New York. The Town will be required to comply with SEQRA in relation to the granting of the lease.

The project will be subject to various types of permits, including, but not limited to, a building permit to be issued by the Town. The selected respondent will be responsible for preparing any and all required permit applications, and complying with all Town requirements related to the various permit applications and/or stipulations.

Information provided in the RFP is for general information purposes only. It is the Respondent's responsibility to conduct due diligence on the feasibility of the Site for the proposed use. Submission of a response shall be conclusive evidence that the respondent has examined the Premises and is familiar with all the conditions of this procurement.

The Town reserves the right to reject any or all proposals, or any part of a proposal, and to select the proposal deemed to be in the best interest of the Town. It is the Town of Yorktown's intention that the Proposal will be awarded based on a combination of qualifications and financial benefit to the Town. The Town of Yorktown reserves the right to select a proposal other than the proposal with the lowest cost, reject any and all proposals, to waive defects in the submission whether substantial or otherwise, request modifications to proposal, to award a contract in part or in full, or not at all. The Town reserves the right to re-advertise for Proposals.

NO COMMUNICATIONS OF ANY KIND BY THE TOWN DURING THIS PROCUREMENT PROCESS WILL BE BINDING AGAINST THE TOWN WITH RESPECT TO THIS SOLICITATION.

III. LEGAL

A. UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this RFP, the proposer agrees to and understands that:

- any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the Town of Yorktown and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the Town of Yorktown for the required services;
- by submitting a proposal, the proposing entity agrees and understands that the Town of Yorktown is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the Town, its elected officials, officers, employees or agents, shall not be binding against the Town of Yorktown, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Town Board.

In addition to the foregoing, by submitting a proposal, the proposing entity also understands and agrees that the Town of Yorktown reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the Town of Yorktown Procurement Policy, as amended:

- To reject proposals that do not conform in all material respects to the RFP or meet the minimum requirements;
- To reject all proposals;
- To issue additional solicitations for proposals and/or amendments to this RFP;
- To waive any irregularities in proposals received;
- To negotiate for amendments or other modifications to proposals;
- To conduct investigations with respect to the qualifications of each proposer and obtain additional information the Town deems necessary to determine the ability of the proposer to perform the scope of work and fulfill the obligations of the license agreement or the management agreement;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into one or more agreements, for all or only portions of the services solicited by this RFP, with one or more of the proposers, or to not to enter into an agreement for any of the services solicited by this RFP;
- To select the proposal from a responsible proposer that is most advantageous to the Town and not necessarily on the basis of price or any other single factor or criterion;
- While this is an RFP and not a bid, the Town reserves the right to apply the case law under General Municipal Law §103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The Town assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;

- The Town is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline.

B. INDEMNIFICATION AND INSURANCE

Contractor shall furnish a Certificate of Insurance prior to commencing work evidencing the following coverage(s) written with insurers acceptable to the Town and licensed and admitted in New York State:

- a. Worker's Compensation and Employer's Liability Policy, covering operations in New York State. New York statutory coverage. **C-105.2** form or CE-200 exemption form is required. SI-12 form is required if self-insured.
- b. Comprehensive General Liability Policy, with limits of no less than \$1,000,000/\$2,000,000 Bodily Injury and Property Damage, and including coverage for:
 - i. Products/Completed Operations
 - ii. Independent Contractors
 - iii. Contractual Liability (covering Hold Harmless Agreement attached)
 - iv. Town of Yorktown shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this as to the liability coverage on the certificate.
- c. Comprehensive Automobile Policy with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for owned, non-owned, and hired private passenger and commercial vehicles.
- d. All Policies and Certificate of Insurance of the contractor shall contain the following clause.

Insurers shall have no right to recovery or subrogation against the Owner, it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

- e. Certificates shall provide that ten (10) days written notice, by registered mail with return receipt requested, prior to cancellation or expiration be given to the Town of Yorktown. Policies that lapse and/or expire during the term of work shall be re-certified and received by the Town of Yorktown no less than ten (10) days prior to expiration or cancellation.

The cost of furnishing the above insurance shall be borne by the Concessionaire. THE TOWN OF YORKTOWN MUST BE ADDED AS AN ADDITIONAL INSURED TO THE FOREGOING POLICIES.

- f. Hold Harmless Agreement: The successful bidder will be required to sign the Hold Harmless Agreement that follows:

HOLD HARMLESS AGREEMENT

To the maximum extent allowable by law, the Concessionaire (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless the Town of Yorktown, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may be put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its performance or construction, or by or on account of any direct or indirect act or omission or passive or concurrent negligent act or omission by the Town of Yorktown, or of its employees, officer, or agents may have directly or indirectly caused or contributed thereto.

SCHEDULE "A"

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this proposal, Proposer and each person signing on behalf of 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 his or her knowledge and belief:

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;

Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by Proposer and will not knowingly be disclosed by Proposer prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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.

A proposal shall not be considered for award nor shall any award be made where (1) (2) and (3) above, have not been complied with; provided, however, that if in any case Proposer cannot make the foregoing certification, Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____

Proposer: _____
(Legal name of person, firm or corporation)

By: _____
(Signature)

(Please Print Name)

(Title)

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

Sworn to me before this _____ day of _____ 2021

(Notary Public)

SCHEDULE "B"
TOWN OF YORKTOWN

REQUIRED DISCLOSURE OF RELATIONSHIPS TO THE TOWN OF YORKTOWN

Name of Proposer: _____

Address: _____

Telephone No.: _____ Fax No.: _____

The Reporting Entity is (please check one):

Individual _____ Corporation _____ Partnership _____

A.) Related Employees: Are any of the employees that you will use to carry out this contract with the Town of Yorktown also an officer or employee of the Town of Yorktown, or the spouse, or the child or a dependent of a Town officer or employee?

Yes _____ No _____

If yes, please provide details:

B.) Related Owners:

1. If you are the owner of the Company, are you or your spouse an officer or employee of the Town?

Yes _____ No _____

If yes, please provide details:

To answer the following question, the following definition of the word "interest" shall be used.

Interest means a direct or indirect pecuniary or material benefit accruing to a Town officer or employee, his or her spouse, child or dependent, whether as a result of a contract with the Town or otherwise. For the purpose of responding to these questions, a Town officer or employee shall be deemed to have an "interest" in the contract of:

- a. His/her spouse, children and dependents, except a contract of employment with the Town;
- b. A firm, partnership or association of which such officer or employee is a member or employee;
- c. A corporation of which such officer or employee is an officer, director or employee; and
- d. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the Town have an interest in the Contractor or in any subcontractor that will be used for this contract? Yes _____ No _____

I am the _____ (Title or Office) of the reporting entity listed above.

I make this affirmation based upon my personal review of the books and records of the reporting entity. All of the foregoing information is true to the best of my knowledge, after inquiry. I make these statements under penalty of perjury.

Signature: _____ Print Name: _____
Print Title: _____

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)ss

Sworn to me before this _____ day of _____ 2021

SCHEDULE "C"
INTERIOR DIMENSIONS AND FLOOR PLAN OF THE
YORKOWN HEIGHTS RAILROAD STATION

