

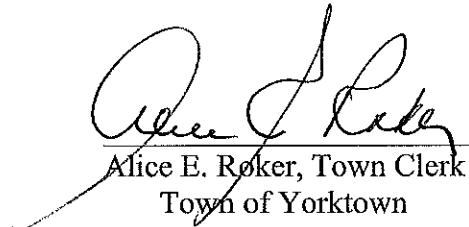
**Alice E. Roker**  
Town Clerk

Registrar of Vital Statistics  
Phone: 914-962-5722 Ext. 209  
Fax: 914-962-6591  
alice@yorktownny.org

Town of Yorktown  
363 Underhill Avenue, P.O. Box 703  
Yorktown Heights, N.Y. 10598

This is a resolution adopted by the Town Board of the Town of Yorktown at its meeting held on January 6, 2015.

RESOLVED, the Town Clerk is authorized to advertise a Request for Proposal to qualified individuals and firms for providing food and refreshment service at the Yorktown Town Pools concession facilities.



Alice E. Roker, Town Clerk  
Town of Yorktown

Date: January 7, 2015

To: Alice E. Roker, Town Clerk

cc: Brian Gray, Parks and Recreation Superintendent  
Supervisor Michael Grace  
Town Attorney Jeannette Koster

January 6, 2015

## REQUEST FOR PROPOSALS

Town of Yorktown Parks and Recreation Department

### OPERATION OF FOOD AND REFRESHMENT CONCESSION Yorktown Town Pools at Shrub Oak and Junior Lake

The Town of Yorktown Department of Parks and Recreation is seeking proposals from qualified proposers interested in providing high quality, reasonably priced food and refreshment service (snack bar service) at the Town of Yorktown's pools located on Edgewater Street, Yorktown Heights (Junior Lake Pool) and Sunnyside Street, Shrub Oak (Brian J. Slavin Aquatic Center) for one year, with an option to renew for up to three additional years. The concession will be operated in an existing building at each pool. The Town will permit the use of Town equipment, including fryer, griddle, prep tables, refrigerator. Concessionaire may propose to bring in additional equipment. Site visits may be arranged with Brian Gray, Superintendent of Parks and Recreation at 914-245-4650 ext. 25.

Yorktown operates two outdoor pool facilities with a combined membership of 6,000 patrons. The facilities operate seasonally between Memorial Day and Labor Day. Each facility is located in a park setting where additional amenities include playground equipment, ball fields, and a roller hockey rink. The average daily recreation swimming attendance for the Brian J Slavin facility between June 6 and August 30 is 300 patrons. The average daily recreational swimming attendance for Junior Lake Pool facility between May 23 and August 23 is 200 patrons.

Please send a paper copy of your proposal to the Town Clerk, 363 Underhill Ave., Yorktown Heights, NY 10598, by April 8, 2015, or email a PDF to [townclerk@yorktownny.org](mailto:townclerk@yorktownny.org).

After April 8, 2015, the Superintendent of Parks and Recreation will review the proposals. Interviews may be requested with one or more of the qualified proposers as part of the selection process.

The Town reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deems to be in its best interest.

#### 1. Summary of Request for Proposals

##### Purpose and Intent

The Town of Yorktown is soliciting proposals from interested and qualified proposers to operate food and refreshment concessions (snack bar service) at the two Town Pools that are located in Shrub Oak and Yorktown Heights, New York. The food concessions are located in existing building within the pool complexes. The term of the concession is for one (1) year (Memorial Day to Labor Day) with the option to renew annually for up to three (3) additional years.

The dimensions of the concession areas and lists of Town-owned equipment at each location are set forth in attached Schedules A and B. Patrons are allowed to eat

anywhere in the pool site except the pool concrete deck areas. Proposers should note patrons will be permitted to bring in food and coolers.

Proposal Due Date/Time/Location

Date: April 8, 2015  
Time: 11:00am  
Location: Office of the Town Clerk  
Town of Yorktown  
363 Underhill Avenue  
Yorktown Heights, NY 10598  
Email: [townclerk@yorktownny.org](mailto:townclerk@yorktownny.org)

1.1. Responsibilities of selected concessionaire: Selected concessionaire shall:

- 1.1.1. Operate and maintain the food concession at the Yorktown Town Pools in accordance with quality standards, which shall be determined at the sole discretion of the Superintendent of Parks and Recreation in conformance with generally accepted professional standards.
- 1.1.2. Provide patrons with high quality fare at reasonable prices, all prices subject to the prior approval of the Superintendent of Parks and Recreation.
- 1.1.3. Operate the concession in a professional, clean and an efficient manner, and in compliance with all Department of Health standards, as well as the standards of the Department of Parks and Recreation (the "Department").
- 1.1.4. Provide adequate, trained staff to manage the operation preparing food and serving patrons on a daily basis.
- 1.1.5. Provide courteous and efficient service emphasizing customer satisfaction: fast service, hot food and short lines.
- 1.1.6. Provide patrons with healthy snack alternatives including salads and fruit.
- 1.1.7. Keep the eating terrace and all tables clean and free from litter.

1.2. Proposal Instructions

1.2.1. Delivery

Proposals may be delivered in either paper or electronic format to the Town Clerk. Only one proposal will be accepted from each proposer. Paper submissions shall be mailed or delivered to the above address. The exterior of all paper proposal packages, and the subject line of any email submitting an electronic proposal package, should be labeled "Operation of Food and Refreshment Concession - Pools". Emails must contain the contact name, company name, address and phone number of the sender.

1.2.2. Pre-Proposal Site Review

If a proposer wishes to visit the site for review, it must be done with the Superintendent of Parks and Recreation, or his designee. In order to schedule a site review, contact Brian Gray, Superintendent of Parks and Recreation at 914-245-4650 ext. 25.

1.2.3. Cost Liability

The proposer shall bear all costs associated with submitting the proposal, including proposal preparation, site visitation, or any travel connected with submission of the proposal. The Town shall have no liability whatsoever

for such costs.

1.2.4. Obtaining Essential Information.

The Superintendent of Parks and Recreation reserves the right to obtain additional information deemed necessary to determine the ability of the proposer to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the proposer to complete the requirements of the RFP.

1.2.5. Non-Solicitation

The proposer, by signing the proposal, does hereby warrant and represent that this agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the Town of Yorktown, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly or indirectly, to any Town employee, officer or official.

1.2.6. Conflict of Interest

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.

1.2.7. Contents of Proposal:

Submit 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 is not be limited to, the following:

- The proposer's plan for operating the facility and accomplishing the work and requirements as set forth in this RFP.
- A complete listing of all menu items including prices and serving styles.
- Maintenance program including pest control and grease removal.
- Recruitment, training and supervisory programs.

1.2.8. Fee Proposal

This section shall contain the fee the proposer agrees to pay to the Town for the Concession to operate the food and refreshment concessions at the Yorktown Town Pool Complexes. A minimum fee of \$7,000.00 is required. The fee proposed includes the utilities provided by the Town.

1.2.9. Proposal Evaluation

Proposals will be reviewed by the Parks and Recreation 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.

## 2. Minimum Qualifications of Proposers

Proposers should have at least two (2) consecutive years of experience as an operator of a food concession business or a restaurant with annual gross sales in excess of \$50,000 at single location.

## 3. Contract and Term

A formal written agreement, with specifications, will be entered into between Town and chosen Proposer. The proposal, or any part thereof, submitted by the successful proposer may be attached to and become a part of the contract. After selection of the successful proposal, a formal written agreement will be drawn by the Town of Yorktown and will not be binding or in force until approved by the Town Attorney, authorized by a Town Board resolution, and signed by both parties. The term of the License shall be for one (1) year with an option to extend annually up to three (3) additional years. The contract will contain the terms set forth in this section 4, and such other terms as are required by the Town Attorney.

3.1. Insurance. Concessionaire will be required to furnish proof of the following insurances containing the following terms:  
Commercial General Liability Policy, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury and Property Damage, which

shall not exclude coverage for: Products/Completed Operations; Independent Contractors; Cross Liability (Commercial General Liability and Business Automobile Liability policies only).

Automobile Liability: hired and non-owned liability coverage along with specific coverage for any owned or leased vehicles used at job site in the amount of \$1,000,000 per occurrence for Bodily Injury and/or Property Damage.

Worker's Compensation and Employers Liability Policy, New York statutory coverage. C-105.2 form or CE-200 exemption form is required. SI-12 form is required if self-insured.

Proof of Disability coverage: statutory coverage. DB-120.1 form, or, if exempt, a CE-200 form. DB-155 is required if self-insured.

- 3.1.1. The Town of Yorktown and its assigns, officers, employees, representatives and agents shall be named as an "Additional Insured" on the policy and the Certificate of Insurance shall show this applies to the General Liability coverage on the certificate.
- 3.1.2. Cancellation of insurance or failure to renew insurance, if such occurs prior to the commencement of work or during the performance of work under this contract, shall constitute a material breach of this contract if not cured as described in paragraph D below. If Contractor is notified by its insurer that Contractor's general liability policy has been cancelled or will be cancelled any time within the next thirty (30) days for any reason including but not limited to nonpayment of premiums, Contractor shall immediately all cease work under this Contract, and shall give the Town of Yorktown same day or next business day written notice of such cancellation or threatened cancellation by personal delivery of such notice to the Town Clerk. A copy of such written notice shall also be sent simultaneously to the Town Attorney by personal delivery, email or facsimile transmission. Failure to provide such notice as provided herein shall constitute a material breach of the contract and in such event the Town of Yorktown may in its sole discretion withhold any payment otherwise due under the contract. The Town of Yorktown reserves the right, as a condition of final payment, to require Contractor to provide proof that Contractor maintained the required insurance throughout the performance of the work to be performed under this Contract.
- 3.1.3. Any policy that lapses, expires or is cancelled during the term of work shall be renewed, and proof of such renewal shall be sent by Contractor and received by the Town of Yorktown no less than ten (10) days prior to lapse, expiration or cancellation of the original policy.
- 3.1.4. The Town of Yorktown reserves the right to request copies of actual policies and endorsements to verify coverage.

- 3.1.5. The term "Contractor" as used in this section (pertaining to insurance) shall mean and include Subcontractors of every tier.
- 3.1.6. Each insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions.
- 3.1.7. Tools and equipment: Contractor is responsible for insuring the value of Contractor's own tools, equipment, and materials brought, stored or operated at the job site. The Town of Yorktown is not responsible if any of these items is lost, stolen or destroyed.
- 3.1.8. To the extent permitted by New York law, the Contractor waives all rights of subrogation or similar rights against Town of Yorktown, assigns, officers, employees, representatives and agents.
- 3.1.9. The cost of furnishing the above insurance shall be borne by the Contractor; there will be no direct payment for this work. Cost will be deemed to have been included in the price bid or proposed for all scheduled items.
- 3.1.10. All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.
- 3.1.11. Each policy of insurance shall contain clauses to the effect that such insurance (except professional liability insurance, if any) shall be primary without right of contribution of any other insurance carried by or on behalf of the Town with respect to the Town's interests and that such insurance shall not be cancelled, materially changed, or not renewed for any reason, including non-payment of premium, without ten (10) days prior written notice to the Town. The Town shall have the option, in its sole discretion, to pay any necessary premiums and charge the cost back to Contractor.
- 3.1.12. Notwithstanding anything to the contrary in this Contract, Contractor irrevocably waives all claims against the Town for all losses, damages, claims, or expenses resulting from risks that are commercially insurable, but Contractor's provision of insurance coverage shall not in any way limit Contractor's liability under this Contract.
- 3.1.13. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure to provide insurance, lack of insurance or inadequate limits of insurance does not limit in any way Contractor's obligations to reimburse injured parties.
- 3.1.14. Any accident occurring on Town property shall be reported to the office of the Town Supervisor as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must



be submitted to the Town of Yorktown as soon thereafter as possible, but in any case not later than three (3) days after the date of such accident.

3.1.15. The cost of furnishing the above insurance shall be borne by the Concessionaire.

3.2. Hold Harmless Agreement:

The contract with the selected concessionaire will require the concessionaire, during the performance of this work, to take all necessary precautions and place proper safeguards for the prevention of accident, and to 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 put by reason or death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the operation of the concession, or in guarding and protecting the same, or from any improper methods, materials, implements or appliances used in its operation, or by or on account of any direct or indirect act or omission on 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.

3.3. Menus and Prices

Concessionaire shall submit a menu, which includes prices, as part of the RFP which can be modified during negotiations or during the operation by mutual agreement. The Superintendent shall have the final decision on the type of menus to be provided and the hours of operation of the food concession area. Prices for all items must have prior written approval of the Superintendent of Parks and Recreation or his designee.

3.4. Uniforms

Uniforms identifying concession employees are required and shall be supplied by Concessionaire.

3.5. Utilities

The Town will provide natural gas and electricity. Excessive use may be billed to the Concessionaire.

3.6. Maintenance

Concessionaire will accept all buildings and their equipment "as is" in their present existing condition. The Concessionaire shall, at its own expense and upkeep, make such repairs or improvements necessary to maintain Town owned buildings and areas occupied for the purpose of operating the concession and shall be responsible for the daily

maintenance and upkeep, provided, however, Concessionaire will not make alterations, additions, or improvements to the facility without prior written consent of the Superintendent. All alterations, additions, and improvements whether temporary or permanent in character, shall at all times be deemed to be the property of the Town and shall remain upon the premises at the termination of the agreement. Concessionaire will not be responsible for repairs to the roofs, exterior walls, heating or plumbing. The concessionaire will be responsible for any damages to all Town owned equipment during the term of the Concession. The Concessionaire shall keep the food terrace and tables located there clean and free from debris and litter.

3.7. Equipment

The Town will provide certain equipment, as listed in Schedules A and B hereof. In addition, the Concessionaire at its sole cost and expense, may supply any additional equipment it needs, and keep Town equipment and its own equipment in good condition and repair. 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 additional equipment, which shall be subject to prior approval of the Superintendent of Parks and Recreation.

3.8. Termination

The contract with the successful Proposer will provide that in the event that the Concessionaire defaults in the performance of any term, condition or covenant, the Town, at its option and in addition to any right it might have to seek damages, judicial enforcement or any other lawful remedy, may terminate the concession upon forty-eight (48) hours written notice to the Concessionaire. The contract will provide a cut off period the Concessionaire may defeat such notice by curing the default complained of, within the notice period.

Notwithstanding the foregoing, the Town shall have the right to terminate the Concession upon forty-eight (48) hours notice without cause. The Town will refund a pro rata portion of prepaid concession fees, if any, if the Concession is terminated without cause.

Any disposal or storage of Concessionaire equipment necessitated by a termination with or without cause will result in a charge to the Concessionaire. In any event, the Town shall incur no liability for such use, disposal, or storage.

3.9. 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.

3.10. Independent Contractor

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

3.11. Management

Concessionaire shall be in charge of the limited area designated as the food concession at the Yorktown Town Pools only.

3.12. Signs

Concessionaire shall not place any sign or advertisement upon any property of the Town except with the prior written approval of the Superintendent of Parks and Recreation.

3.13. Hours and Days of Operation

The hours of the pools and the opening and closing dates are determined by the Superintendent and are subject to change. The Yorktown Town Pools are expected to be open the following dates and hours:

JUNIOR LAKE POOL at Memorial Park		
Dates:	May 23 – August 23	
Hours:	Weekends & Holidays	11:00am to 7:00pm
	Weekdays (June 15 – June 19)	1:00pm to 6:00pm
	Weekdays (June 22 – August 21)	12noon to 7:00pm

BRAIN J SLAVIN AQUATIC FACILITY at Shrub Oak Park		
Dates:	June 6 – September 7 (Closed 9/1, 9/2, 9/3, 9/4)	
Hours:	Weekends & Holidays	11:00am to 7:00pm
	Weekdays (June 15 – June 19)	1:00pm to 6:00pm
	Weekdays (June 22 – August 31)	12noon to 7:00pm

The concession must remain open as long as the pool is open for recreational swimming.

Note: The Concessionaire shall not operate the concession during Yorktown Swim & Dive Team swim meets. The Town will notify Concessionaire of the closure dates upon the finalization of the swim meet schedule.

SCHEDULE A –  
EXISTING TOWN OWNED EQUIPMENT  
BRIAN J. SLAVIN AQUATIC FACILITY

1) Structure – Snackbar

- Serving area: 14' 6" by 14'
- Cooking area: 14' 6" by 11' 8"

2) Furnishings & Equipment

- Dual lamp heating tray – Model 850B
- Deep fryer – 18" x 18" x 12½" with 4" back splash, 220/208 volt with baskets
- Dual control burner/grill – 24" x 3½" grease trough, 24" wide 21½ deep griddle, 24" wide x 26¾" deep x 13½" high, Star Manufacturing Int., Inc. Model #524 TGA, 6/8 KW; 208/240 volt, single phase, PH 50/60
- Salad/Sandwich Prep Table-Fridge – 48" x 34" x 40" high. True Refrigerator Model TSSU-48-18M-B, 1/3 HP, 115 Volt, 8.6AMP
- Service Cabinet – 70" x 29" with storage underneath (same size). Service Deck 25" high with 12" sidewalls, grease trough 22½" off deck, top of unit 72¾" x 14" with vent opening 24½" x 7", 36" off deck, overall height: 60¼".
- Triple Rinse Sink – 45" x 22" x 35" high at sink level. Individual sinks: 18" deep x 13½" wide x 13" deep, backsplash: 10½" high with grease trap.
- Display Fridge – Beverage-Air Model MT27 with shelves
- Display Fridge – True Refrigerator Model GDM-26EM 1/3HP, 115Volt, 5.2AMP
- Frigidaire Commercial Chest Freezer

SCHEDULE B --  
EXISTING TOWN OWNED EQUIPMENT  
JUNIOR LAKE POOL FACILITY

1) Structure – Snack bar

- Room size – 12' by 20'

2) Furnishings & Equipment

- Electric griddle: Vulcan HEG48D, 48" wide, 24" deep. Griddle plate to be ½" thick polished rolled steel with polished stainless steel cabinet front and sides and 4" polished stainless steel back splash. Stainless steel side splashers to slope from 4" to 2" at the front with 3-1/8" front grease trough & drawer. One solid sheathed tubular incoloy heating element, thermostat and cycling light per each 12" griddle width. Thermostat adjusts from 200° to 450°F. Provide optional stainless steel stand with undershelf and adjustable legs. Provide manufacturer's two year limited parts and warranty.
- Electric Fryer: Keating (708-544-6500) Model #14BB with all stainless construction of 16-gauge fry pot (44 lb. capacity), heat transfer tubes, 18-gauge splash deck, 20-gauge splash back and 18-gauge cabinet. Include standard accessories and optional basket lifts. 208 V., 3 phase connection provided by Electrical Contractor.
- Reach-In Freezer: Delfield Model #6151-S, 2 section freezer, ¾ horsepower, 115 volts, single phase, 15 amps.
- Reach-In Combination Refrigerator-Freezer: Delfield Model #6051-SDT, 1/3 H.P. (freezer) and ½ H.P. (refrigerator), 115 volts, single phase, 16 amps.
- Work Table: Stainless steel tabletop is 14-gauge polished stainless steel.
- Display Fridge – True refrigerator Model GDM-35EM, 3/8HP, 115 Volts, 6.8AMPS

Attachment 1

Food and Refreshment Concession at Yorktown Town Pools  
Identification of Proposer

Name of Proposer: \_\_\_\_\_  
*(Formal name of proposer exactly as it would appear on the Concession)*

Principal Office Address: \_\_\_\_\_  
\_\_\_\_\_

Local Address (if different from above): \_\_\_\_\_  
\_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Telephone number of Proposer: \_\_\_\_ ( ) \_\_\_\_\_

Telephone number of Contact person: \_\_\_\_ ( ) \_\_\_\_\_

Telephone number of Fax: \_\_\_\_ ( ) \_\_\_\_\_

Email Address:  
\_\_\_\_\_

Form of business entity (*check one*).

(     ) Corporation

(     ) Partnership

(     ) Individual

Attachment 2

Food and Refreshment Concession Yorktown Town Pools  
Corporate Statement

If the proposer is a corporation, the following section must be completed:

Corporate Name: \_\_\_\_\_

d/b/a if any: \_\_\_\_\_

Is the Corporation Licensed to do business in New York State?

Yes ( )

No ( )

Attachment 3

Food and Refreshments Concession at Yorktown Town Pools  
Partnership Statement

If the proposer is a partnership, then complete the following information:

1. Date of Organization \_\_\_\_\_
2. Indicate whether ( ) General Partnership or ( ) Limited Partnership
3. Is the Partnership agreement recorded?  
Yes ( ) No ( )

If yes, indicate the following:

<u>                    </u> Date	<u>                    </u> Book	<u>                    </u> Page	<u>                    </u> Location
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Attachment 4

Food and Refreshment at Yorktown Town Pool  
Experience/References

Name of Proposer: \_\_\_\_\_

See sec. 3.0 for minimum qualifications.

Experience of Proposer:

List and describe below where experience was obtained.

Name	Years	Annual Gross Sales	Location	Name/Tele. # Reference

Food and Refreshment Concession at Yorktown Town Pool  
List of Additional Equipment

The Licensee offers to furnish the following equipment for the operation of the concession operation. This equipment shall remain the property of the Licensee. Attach additional sheets if necessary.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Food and Refreshment Concession at Yorktown Town Pools

Fee Proposal

Amount proposed for first year (2015) \$ \_\_\_\_\_

Option for any additional periods will be negotiated after this license agreement.

NAME OF COMPANY \_\_\_\_\_

Name of Proposer \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_