

REQUEST FOR PROPOSAL

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 (“Town”) is seeking proposals from qualified proposers (“Proposer”) 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 (1) year, with a mutually acceptable option to renew for three (3) additional one (1) year terms for a total of four (4) years . If the Town exercises the option within the time frame prescribed herein, the Proposer shall be contractually bound to perform the services for the option period.

The concession will be operated in an existing building at each pool. The Town will permit the use of Town equipment, including fryer, griddle, and refrigerator. Proposer may propose to bring in additional equipment. Site visits may be arranged with Todd Orlowski, Superintendent of Recreation and Parks at 914-245-4650 ext. 24.

The Town 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 3, 2017 and September 1, 2017 is 260 patrons. The average daily recreational swimming attendance for Junior Lake Pool Facility between May 27, 2017 and August 20, 2017 is 200 patrons.

Each pool consists of a main pool, diving well, and children's wading pool. Junior Lake Pool features an additional slide pool, and Brian J. Slavin features an additional interactive playground pool.

Each Proposal must provide complete information and documentation as described in this RFP. The Town will not accept any Proposal sent by telefacsimile transmission or email. Seven (7) copies of the Proposal, with a signed and notarized Non-Collusive Bidding Certificate, must be submitted in a sealed envelope labeled “OPERATION OF FOOD AND REFRESHMENT CONCESSION” by 11:00 am on June 5, 2017 to the following address:

Town of Yorktown
Attn: Diana L. Quast, Town Clerk
363 Underhill Avenue
Yorktown, New York 10598

At the discretion of the Town Board, any Proposal received after the deadline date and time stated above will not be considered and will be returned unopened. The Town may waive any minor irregularities in any Proposal when such waiver would be in the best interests of the Town. No Proposal may be withdrawn within ninety (90) days of the submission date.

Proposer assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, Proposer assumes all responsibility for having the Proposal delivered on time and to the place specified above.

The Town will not reimburse any expenses in connection with preparation of any Proposal including attendance at interviews. The Town reserves the right to reject any and all Proposals, to request additional information or clarification from any and all Proposers. Questions or comments should be directed to Town Clerk Diana Quast or Superintendent of Parks and Recreation Todd Orłowski.

The Contracting Vendor will be required to implement any and all federal, state, county and local laws, statutes, rules, regulations or ordinances as they apply to the operation of a Concession as set forth in the RFP and the ensuing contract if awarded. If there is a change or amendment to any applicable federal, state, county or local laws, statutes, rules, regulations or ordinances after the contract is awarded, the Contracting Vendor will not be entitled in any additional compensation.

Any submitted Proposal is not a competitive bid pursuant to New York State General Municipal Law Section 103, *et seq.* Submission of a Proposal shall not create a contractual obligation with the Town for the scope of services described in this RFP.

After June 5, 2017, 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. Final approval will be made by the Town Board.

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1.0 Purpose and Intent

The Town of Yorktown is soliciting proposals from interested and qualified individuals to operate food and refreshment concessions (snack bar service) at the Yorktown Town Pools that are located in Shrub Oak and Yorktown Heights, New York. The food and concessions are located in existing building within the pool complexes. These facilities have a combined membership of approximately 6,000 patrons. The term of the concession is for one (1) year (Memorial Day to Labor Day) with the option to renew for three (3) additional one (1) year terms for a total of four (4) years.

The concession areas' dimensions are set forth in attached schedules labeled Site A and Site 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.**

Food, Refreshment and Catering Concession - Summary of Responsibilities

- 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 Recreation and Parks in conformance with generally accepted professional standards. Provide patrons with high quality fare at reasonable prices, all prices subject to the prior approval of the Superintendent of Recreation and Parks.
- 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 Recreation and Parks (the "Department") any and all federal, state, county and local laws, statutes, rules, regulations or ordinances and any amendments thereto as they apply to the operation of a food concession. .
- Provide adequate, trained staff to manage the operation preparing food and serving patrons on a daily basis.
- Provide courteous and efficient service emphasizing customer satisfaction: fast service, hot food and short lines.
- Provide patrons with healthy snack alternatives including salads and fruit.
- Keep the eating terrace and all tables clean and free from litter.

2.0 Concession Agreement

The Town of Yorktown shall award a License to operate the food and refreshment concessions at the Yorktown Town Pools, to the successful proposer, in accordance with a License agreement to be prepared by the Town of Yorktown.

2.1 Concession Term

The term of the concession is for one (1) year (Memorial Day to Labor Day) with the option to renew for three (3) additional one (1) year terms for a total of four (4) years upon the mutual agreement of the Concessionaire and the Town.

2.2 License Termination

The Town Board upon recommendation of the Superintendent of Recreation and Parks may terminate the license upon 48 hours notice.

2.3 Proposal Due Date

Date: _____, 2017
Time: 11:00am
Location: Office of the Town Clerk
Town of Yorktown
363 Underhill Avenue
Yorktown Heights, NY 10598

2.4 Proposal Delivery

The exterior of all proposal packages should be labeled with the proposal title “Operation of Food and Refreshment Concession - Pools” and the final proposal opening date.

2.5 Signature

Proposals must be signed.

2.6 Pre-Proposal Site Review

If a proposer wishes to visit the site for review, it must be done with the Superintendent of Recreation and Parks, or his designee. In order to schedule a site review, contact Todd Orłowski, Superintendent of Recreation and Parks at 914-245-4650 ext. 24.

2.7 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.

2.8 Oral Presentation

Proposers who submit a proposal in response to the RFP may be requested to give presentations of the proposal. This will provide an opportunity for the proposer to clarify or elaborate on the written proposal.

2.9 Obtaining Essential Information.

The Superintendent of Recreation and Parks 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.

2.10 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.

2.11 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.

3.0 Minimum Qualifications of Proposers

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

3.1 Management and Uniforms

The Concessionaire will personally operate the concession area, or employ a manager over 21 years old, satisfactory, to the Superintendent of Recreation and Parks. 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. Uniforms identifying concession employees are required and shall be supplied by Concessionaire.

4.0 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.

4.1 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.

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

HOLD HARMLESS AGREEMENT

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 put by reason or 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 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.

4.2 Utilities

The Town will provide utilities such as gas and electricity, which are or may be required to operate the concession.

4.3 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 License. The Concessionaire shall keep the food terrace and tables located there clean and free from debris and litter.

4.4 Equipment

The Concessionaire at its sole cost and expense, shall supply any equipment it requires in addition to that provided by the Town, 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.

4.5 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. Any disposal or storage of Concessionaire equipment will result in a charge to the Concessionaire totaling all costs incurred in the dismantling, removal, disposal, or storage. In any event, the Town shall incur no liability for such use, disposal, or storage.

4.6 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.

4.7 Independent Contractor

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

4.8 Assignment of Authority

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

Note: This License is limited to the operation and maintenance of the food concessions at the Yorktown Pools and does not extend outside the gated complex into the surrounding parks.

4.9 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 Recreation and Parks.

4.10 Prices

Prices for all items must have prior written approval of the Superintendent of Recreation and Parks or his designee. 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.

4.11 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 hours:

JUNIOR LAKE POOL at Memorial Park

Dates:	May 27 – August 20	
Hours:	Weekends & Holidays	11:00am to 7:00pm
	Weekdays (June 12 – June 16)	1:00pm to 6:00pm
	Weekdays (June 19 – August 18)	12noon to 7:00pm

BRAIN J SLAVIN AQUATIC FACILITY at Shrub Oak Park

Dates:	June 3 – September 4	Hours:
	Weekends & Holidays	11:00am to 7:00pm
	Weekdays (June 12 – June 16)	1:00pm to 6:00pm
	Weekdays (June 19 – September 1)	12:00pm to 7:00pm

The concession must remain open as long as the pool is open for recreational swimming and may only be closed when the pool director informs the licensee that the pool is closed.

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.

5.0 Proposal Evaluation

Proposals are reviewed by the Recreation & Parks 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.

5.1 Proposal Preparation and Submission

One (1) original must be submitted plus a pdf sent electronically to the Town Clerk.

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 accomplishing the work and requirements as set forth in this RFP.

- The proposer's plan to complete any improvements including cost estimates for each item and a time line for implementation.
- 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.

6.0 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 Town Pool Complexes. A minimum fee of \$6,800.00 is required. The fee proposed includes the utilities provided by the Town.

**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 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 "Pepsi" – Beverage-Air Model MT27 with shelves

**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.

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 License)

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 and complete the appropriate business entity statement found in pages 11, 12, and 13.*)

() 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: _____

Date of Incorporation: _____

Location (city, state) of Incorporation: _____

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

Yes ()

No ()

If the answer to the above is yes, provide date when the Corporation was Licensed to do business in New York State.

The Corporation is held: Publicly () Privately ()

Furnish the name, title and address of each officer, director, and those principal shareholders who own 10% or more of the Corporation's issued stock.

Director's Name	Address	Principal Business Affiliation other than Directorship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Officer's Name	Address	Position
_____	_____	_____
_____	_____	_____
_____	_____	_____

Principal Shareholders owned	Address	Percentage share
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attachment 4

**Food and Refreshment at Yorktown Town Pool
Experience/References**

Name of Proposer: _____

Address: _____

Telephone: _____

Minimum qualifications are 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.

1. Experience of Proposer:

List and describe below where experience was obtained.

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

Attachment 5

Food and Refreshment Concession at Yorktown Town Pool

The Licensee shall furnish the following equipment and furnishings for the operation of the concession operation. This equipment and furnishing shall remain the property of the Licensee subject to Section 4.5 of this RFP. Attach additional sheets if necessary.

1. _____
2. _____
3. _____
4. _____
5. _____

**Attachment 6 –
Proposal Form
Food and Refreshment Concession at Yorktown Town Pools**

Fee Proposal

Amount proposed for first year (2017) \$ _____

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

NAME OF COMPANY _____

Name of Proposer _____

ADDRESS _____

PHONE _____

SIGNATURE _____

DATE _____