



**TOWN OF HARRISON
VILLAGE OF HARRISON**
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Purchasing Department

**TOWN-VILLAGE OF HARRISON
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

Sealed RFP (Request for Proposal) *for the Operation of Food and Refreshment Service at the Ron Belmont Pool* located on Casserella Way in West Harrison, NY, from late May through Labor Day, will be received by the Purchasing Department, **until 11:00AM on April 10, 2024.**

The intent of this proposal is to seek out and select a Licensee who will provide a high-quality food service at reasonable prices for pool patrons at the Ron Belmont Pool with an emphasis on customer service.

A task force comprised of appropriate Town-Village of Harrison personnel may, if necessary, conduct interviews with one or more of the qualified vendors as part of the final selection process.

Proposal Submission

Proposal submission must include Attachments 1-9, the Non-Collusive Certificate and Iran Divestment Act. All proposal documents must be in a **secondary sealed envelope**, labeled with proposal name and date of opening.

Due to COVID-19 proposals cannot be hand delivered to the Town-Village of Harrison Purchasing Department. Documents must be sent via USPS, UPS, Federal Express or another delivery service.

All proposals should be sent to:

Town-Village of Harrison
Purchasing Department
1 Heineman Place
Harrison, NY 10528

In the event that the offices of the Town-Village of Harrison are closed, then proposals will be accepted until the next business day but at the same hour.

Sealed RFP's (Request for Proposal) *For the Operation of a Food and Refreshment Service at the Ron Belmont Pool*

Purpose and Intent

The Town-Village of Harrison is soliciting proposals from interested and qualified firms and individuals to operate the food and refreshment concession from Memorial Day through Labor Day at Ron Belmont Pool. The concession stand is located in the pool complex.

Food, Refreshment and Catering Concession - Summary of Responsibilities

- Operate and maintain the food concession at the Ron Belmont Pool in accordance with quality standards, which shall be determined at the sole discretion of the Superintendent of Recreation in conformance with generally accepted professional standards.
- Provide patrons with high quality food at reasonable prices, all prices subject to the prior approval of the Superintendent.
- 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 Public Works, and Recreation Department.
- Provide adequate, trained staff to manage the operation, prepare food and serve patrons on a daily basis.
- Provide courteous and efficient service emphasizing customer satisfaction: fast service, hot food and short lines.

License Agreement

The Town-Village of Harrison shall award a license to operate the food and refreshment concession at Ron Belmont Pool to the successful proposer, in accordance with a license agreement to be prepared by the Town-Village of Harrison. This license will be to operate the food and refreshment concession each year from Memorial Day through Labor Day.

License Term

The License will be for a period of one (1) year from signing of contract, with the option to renew for two (2) additional one (1) year terms.

License Termination

The Town-Village Board upon recommendation of the Superintendent of Recreation may terminate the license upon forty-eight (48) hours' notice.

Alterations

Any changes (including "white outs") **must be initialed**, or the item may be disqualified and the proposal rejected.

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.

Oral Presentation

Proposers who submit a bid may be required to give an oral presentation of the bid to the Evaluation Committee. This will provide an opportunity for the bidder to clarify or elaborate on the written proposal.

Obtaining Essential Information

The Town-Village of Harrison reserves the right to obtain additional information deemed necessary to determine the ability of the vendor to carry out the obligations of the agreement. This includes information needed to evaluate the experience and financial capability of the vendor to complete the requirements of the proposal.

Non-Solicitation

The vendor, 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-Village of Harrison, 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.

Conflict of Interest

The award of a contract is subject to provisions of all Federal, State, and local laws. All firms must disclose with their bid the name of any officer, director, or agent who is also an employee of the Town-Village of Harrison. Further, all firms 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.

Minimum Qualifications of Proposers

Five to seven (5-7) years of continuous experience as an operator of a food concession business or a restaurant with annual gross sales in excess of \$35,000.

Management and Uniforms

The licensee will personally operate the concession area or employ a manager over 18 years old, who will be present at all times. 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 purchased by licensee.

Contract and Term

A formal written agreement, with specifications, will be entered into between the parties. 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-Village of Harrison and will not be binding or in force until signed by both parties and approved by the Office of the Town Attorney. The term of the License shall be for a three (3) year period with the option to extend for two additional (1) year terms.

Indemnification and Insurance

The proposer agrees to indemnify and hold free and harmless the Town-Village of Harrison its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the Town of Harrison), for any and all claims of liability and all suits, actions, or claims that may be incurred by the Town of Harrison, in consequence of actions or inaction's relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the Town of Harrison and the Licensee shall be named as insured on all policies obtained by the Licensee and Certificates of Insurance shall be furnished to the Town of Harrison by the Licensee.

Separate certificates evidencing General Liability (Accord 25), Workers' Compensation (Form C-105.2), NYS Disability (Form DB 120.1) and Food Product Liability insurance are required. Specific insurance requirements and coverage levels will be discussed with the Licensee and are subject to final review and approval by the Town Attorney's Office.

Utilities

The Licensee will pay for all utilities which are or may be required to operate the concession. The licensee will agree to pay the Town a fee of Eight Hundred Fifty dollars (\$850.00) per annum in exchange for electrical and gas service.

Records & Audits

The Licensee shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be in conformance with generally accepted accounting principles according to the American Institute of Certified Public Accountants, and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Superintendent of Recreation. Licensee shall maintain all supporting records incident thereto including, but not limited to, tax reports, Federal and State tax returns, banking records, sales records, cash receipts journals, and all financial records relating to boarders. All such books and records shall be retained and preserved by the Licensee for a period of thirty-six (36) months after the end of the License Year to which they relate and shall be subject to inspection and audit by the Town and its agents at the Licensed Premises upon reasonable advance notice to the Licensee.

The Licensee shall be obliged to disclose the location of all of its books and records pertaining to the operation of its License with the Town. The Town shall have the right to have its auditors make a special audit of all such books and records of the Licensee pertaining to all income generated from Licensee's operation of the Licensed Premises, wherever located, and whenever deemed necessary by the Superintendent.

The Licensee shall submit at the end of each fiscal year a certified, audited annual report, or as required by the Superintendent, a profit and loss statement of operations under the terms of the contractual agreement, in a form considered to be in conformance with generally accepted accounting principles according to the American Institute of Certified Public Accounts and satisfactory to the Superintendent, and prepared by a Certified Public Accountant at the Licensee's sole cost and expense.

Maintenance

Licensee will accept all buildings and their equipment "as is" in their present existing condition. The Licensee 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. Licensee will not make alterations, additions, or improvements to the facility without prior written consent of the Town (DPW General Foreman and/or Superintendent of Recreation). 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. Licensee will not be responsible for the repairs to the roofs, exterior walls, heating or plumbing. The concessionaire will be responsible for the repair and maintenance of all Town owned equipment during the term of the License.

Equipment

The Licensee at its sole cost and expense shall supply (not provided by the Town), 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 used for this License. In the event of a default by the Licensee, at the Town's option, the Licensee shall not remove its equipment until the expiration of the term of the agreement and the Town shall have the right to use Licensee's equipment for the remainder of the term of the agreement.

Termination

In the event that the Licensee defaults in the performance of any term, condition or covenant herein contained, 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 this lease upon forty-eight (48) hours written notice to the Licensee, provided, however, that the Licensee may defeat such notice by curing the default complained of, within the notice period. In the event of such termination, the Town may, at its option, take custody of and use any property of the Licensee located at the Licensed area on the date of termination in order to operate this License until such time as all obligations and indebtedness of the Licensee to the Town hereunder shall be fully satisfied, or dispose of or store such equipment and charge to the Licensee 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.

Non-Discrimination/Equal Opportunity

License shall comply with all local, state and federal laws and regulations pertaining to nondiscrimination and equal opportunity in the areas of employment, subcontracting, and use of the Town's facilities.

Assignment

Licensee 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. If the Town awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the Town, such that the Licensee shall be responsible for the entire contract.

Independent Contractor

Licensee and its employees will operate as an independent contractor and are not considered to be Town employees.

Assignment of Authority

Licensee shall be in charge of the licensed refreshment stand premises at Ron Belmont Pool only from Memorial Day through Labor Day. **Dates and times of operation may be adjusted due to COVID-19 restrictions.** The License agreement does not cover any operations in the remainder of the park. The Licensee shall comply with all applicable ordinances, rules and regulations for the proposed operation. The Licensee shall be required to take all reasonable measures to ensure that the Licensee's patrons abide by all applicable ordinances, rules and regulations when they are on the Licensed premises.

Signs

Licensee shall not place any sign or advertisement upon any property of the Town under any contract or agreement, which may result from this proposal without written approval by the Superintendent of Recreation.

Method of Payment

For each year, the Licensee will pay the license fee by October 1st.

Prices

Prices for all items must have the prior written approval of the Superintendent or his designee. Submission should include items proposed to be served and estimated prices with quantity size.

Hours and Days of Operation

The Ron Belmont is generally open weekends only from late May to mid-June from 11:00 AM to 6:00 PM. Pool hours are 9:00AM to 7:00PM daily from mid-June to Labor Day. The hours, opening and closing dates are determined by the Superintendent of Recreation and subject to change. The concession must remain open as long as the pool is open and may only be closed when the park director informs the licensee that the pool is closed.

Proposal Evaluation

An Evaluation Committee will review all proposals. Proposers who submit a proposal in response to this RFP may be required to give an oral presentation to explain the proposal to the Evaluation Committee. This will provide an opportunity for the proposer to clarify or elaborate on the proposal. The Superintendent of Recreation and Purchasing Department will schedule the time and location of these presentations.

The award of a contract 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 submits the highest fee. The Town reserves the right to award the contract to the proposer the Town has determined to be responsible and who has submitted a complete proposal which meets the specifications and requirements. The Town also reserves the right to award the contract based on what is deemed the most advantageous to and in the best interest of the Town. The Town reserves the right to negotiate with any one or more of the proposers. The Town also reserves the right to reject all proposals, to waive any irregularities in any proposal, and to select a contractor by any alternate means, if the Town determines that doing so is in its best interest.

Any and all statistical data provided in this Request for Proposal is for proposal and information purposes only. The Town will not be held responsible for inaccuracies and does not warrant the validity of the data contained herein.

The following criteria, not necessarily listed in order of importance, will be used to evaluate proposals. These criteria are general in nature and may be used to develop a more detailed evaluation work sheet. 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.
- Ability of proposer to market the facility.
- 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.
- Proposer's demonstrated commitment to customer service.

Proposal Preparation and Submission

One (1) original and one (1) photocopy of the proposal should be submitted. The proposal shall be in easily identifiable sections as follows:

Technical Proposal Form

This section shall describe the proposer's business plan for accomplishing the requirements and work outlined in the RFP. The plan should be described in sufficient detail to permit the Town to evaluate it fairly in relation to all other proposals and with a minimum of possible misinterpretation.

1. Business Plan

The business plan is a comprehensive description of the planned mode of operation and use of the premises with an emphasis on customer service and cash controls. 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.
- Organizational chart.
- Cash and inventory control procedures.
- Estimated gross revenue for each year of the License.
- Estimated operating costs for each year of the License.
- A complete listing of all menu items including prices.
- Maintenance program including pest control and grease removal.
- Recruitment, training and supervisory programs.

The following Attachments (1 - 9) request information that is essential to the evaluation of the proposer's business plan and overall proposal.

Attachment (9) 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 concession at the Ron Belmont Pool.

General Provisions

The RFP constitutes only an invitation to make a proposal to the Town of Harrison (the "Town"). The Town reserves, holds and may in its sole discretion exercise, the following rights and options with respect to this RFP.

- To waive or modify irregularities in proposals received after notification to proposers affected.
- To request additional information.
- To select and enter into an agreement with the firm whose proposal best satisfies the interests of the Town and not necessarily on the basis of price or any other single factor.
- To reject any and all proposals.
- To issue additional subsequent solicitations for proposals.
- To conduct investigations with respect to the qualifications of each proposer.
- To negotiate with proposers for amendments or other modifications to their proposals.
- To modify dates.
- To exercise its discretion and apply its judgement with respect to any aspect of this RFP, the evaluation of proposals, and the negotiation and award of any contract.
- To enter into agreements for only a portion (or not to enter into agreement for any) of the services contemplated by the proposals submitted.

Attachment 1
Food and Refreshment Concession at
Ron Belmont Pool
Identification of Proposer

Name of Proposer: _____
(*Formal name of proposer exactly as it would appear on the License*)

Principal Office Address: _____

Proposer telephone number: _____

Local Address (if different from above): _____

Contact Person/Title: _____

Telephone number of Contact person: _____

Email address of Contact person: _____

Fax number: _____

Form of business entity (*check one and complete the appropriate business entity statement found in pages 11, 12, and 13.*)

() Corporation
() Partnership

() Joint Venture
() Individual

Attachment 2

Food and Refreshment Concession Ron Belmont Pool

The following information must be included with each proposal:

1. Have any Licenses or License held by the proponent ever been cancelled?
Yes () No ()
2. Has the proposer ever been notified of a lease, concession, permit or License default by the landlord or lessor?
Yes () No ()
3. Has the proposer ever been involved in litigation with the lessor or licensor of property leased or Licensed by the proponent?
Yes () No ()
4. Has the proposer and/or any of its officers or employees who were responsible for obtaining or administering a contract ever been convicted of any of the following:
 - a) Criminal offense incident in regards to a public or private contract.
 - b) Violation of the Federal Anti-Trust Statutes.
 - c) Embezzlement or fraud or equivalent crimes which are indicative of a lack of business integrity.Yes () No ()

If the answer to any of questions 1 through 4 is yes, provide an explanation and describe the circumstances. Attach additional sheets if necessary.

Attachment 3
Food and Refreshment Concession at
Ron Belmont Pool
Corporate Statement

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

Corporate Name: _____

Corporate Address: _____

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	Address	Percentage share owned
_____	_____	_____
_____	_____	_____
_____	_____	_____

A certified copy of the Corporate Charter filed with the Secretary of State must be attached.

A certified copy of the Corporate Resolution, which authorized the officer signing this proposal to bind the corporation, must be attached.

Attachment 4
Food and Refreshments Concession at Ron Belmont Pool
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:

_____ Date	_____ Book	_____ Page	_____ Location
---------------	---------------	---------------	-------------------

4. Has the Partnership undertaken or participated in other catering or restaurant operations in the State of New York?
Yes () No ()

If yes, indicate: Date: _____ Location: _____

Provide the name, address and ownership share of each general partner:

Shareholder	Address	Percentage share owned
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

One copy of the Partnership Agreement must be attached.

Attachment 5
Food and Refreshment Concession at Ron Belmont Pool
Individual Statement

If the proposer is an INDIVIDUAL, the following must be completed.

Has the individual owned and managed or participated in other businesses of a similar nature to the food and refreshment concession at Ron Belmont Pool in the State of New York?

Yes ()

No ()

If yes, indicate the:

Dates: _____ Locations: _____

Attachment 6
Food and Refreshment at Ron Belmont Pool
Experience

Name of Proposer: _____

Address: _____

Telephone: _____

Minimum qualifications are five to seven (5-7) years of continuous experience as an operator of a food concession business or a restaurant with annual gross sales in excess of \$35,000.

List when and where experience was obtained.

Name: _____

Location: _____

Years: _____ Annual Gross Sales: _____

Reference name/phone#: _____

Name: _____

Location: _____

Years: _____ Annual Gross Sales: _____

Reference name/phone#: _____

Name: _____

Location: _____

Years: _____ Annual Gross Sales: _____

Reference name/phone#: _____

Name: _____

Location: _____

Years: _____ Annual Gross Sales: _____

Reference name/phone#: _____

Attachment 7
Food and Refreshment at Ron Belmont Pool
References / Insurance

Industry and Credit References:

The proposer must list at least three (3) business and three (3) credit references, (may include vendors) who do not hold an interest in the firm. In submitting this form, proposer authorizes the Town to contact listed references for recommendation.

Name	Type of Reference	Address/Telephone

Proof of Insurance

Initially, a good faith Letter of Intent must be provided as evidence that insurance negotiations have been initiated and are in progress. Such a letter can be from an identified, acceptable insurance company, its agent, or broker. The award of a contract is conditional upon the Town's receipt of binders issued to the Town before operations/occupancy commence. Certificates of Insurance are due at the same time and are to be followed by certified copies of the insurance policies in a reasonable length of time after issuance.

Attachment 8

Food and Refreshment Concession at Ron Belmont 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. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Attachment 9
Food and Refreshment Concession at Ron Belmont Pool
Fee Proposal

Amount proposed for first year (2024) \$_____ + \$850 for utilities

Amount proposed for option year 1 (2025) \$_____ + \$850 for utilities

Amount proposed for option year 2 (2026) \$_____ + \$850 for utilities

Name of Company: _____

Name of Proposer: _____

Address: _____

Phone number: _____

Fax number: _____

Email Address: _____

FEDERAL I.D. number: _____ OR

Social Security number _____

Signature: _____

Printed Name: _____

Date : _____