

# TOWN OF BETHLEHEM

Albany County - New York

## PARKS & RECREATION DEPARTMENT

ELM AVENUE PARK

261 ELM AVENUE

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*David VanLuven*  
Town Supervisor

*Jason Gallo*  
Administrator

### **Town of Bethlehem Concession Stand Operation Elm Avenue Park Pool**

#### **Request for Proposals**

The Town of Bethlehem invites proposals from Food Service vendors to operate the Concession Stand at Elm Avenue Park for the 2024 summer season.

The proposal must include the following:

1. Statement of the vendor capability and experience

This section should include the vendor's experience in preparing and serving food. Please include types of food served and the location(s), (concessions, restaurants, snack bars, etc.), number of employees, number of years in the business, etc.

2. Proposed operation

This section should include a proposed sample menu with prices including sales tax and a statement that the vendor is agreeable to the attached operation requirements. Any operational plans that deviate from this information should be stated in this section.

3. License amount

The concession operation will be licensed to a vendor. Please indicate a monetary amount (not a percentage of profits or revenue) that will be offered to the Town of Bethlehem annually for this license. The license amount will be paid to the Town of Bethlehem in three equal installments: June 1, July 1 and August 1.

**MINIMUM OFFER: \$3,000 per year.**

4. Due Date

Proposals must be received by Jason C. Gallo at Elm Avenue Park, 261 Elm Avenue, Delmar, NY 12054 by **2:30pm on March 1, 2024.**

5. Selection Process

Proposals will be evaluated and selected based on, among other things, the following criteria:

- a. Qualifications and experience in food service operations and management.
- b. Quality of proposed menu.

c. Amount of lease offer.

The selection of a proposal shall be at the sole discretion of the Administrator of Parks and Recreation Department and the Town of Bethlehem. The selection will be made without regard to race, color, sex, age, religion, national origin or political affiliation.

The Town of Bethlehem reserves the right to cancel or withdraw the offer to license at any time prior to the award of a written license agreement. The expense of preparing and submitting a proposal is the sole responsibility of the vendor. The Town of Bethlehem reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to cancel in part or in its entirety this RFP as in the best interest of the Town. This solicitation in no way obligates the Town of Bethlehem to award a contract.

**Elm Avenue Park  
Concession Stand  
Operation Requirements**

Operating dates and hours

The concession stand will be open every day from approximately the 2<sup>nd</sup> Saturday in June through Labor Day. Generally the concession stand will be open on days when the pool is open. In case of inclement or unseasonably cool weather the vendor may not be required to open but must receive prior approval not to open from Parks and Recreation Department Administrative staff.

Minimum operating hours are 12:00PM to 7:00PM daily. Any deviation from these hours must be pre-approved by Parks and Recreation Department Administrative staff. The vendor reserves the right to extend the hours of operation for other events or during very busy periods.

The vendor will be required to open at 10:00am on a maximum of four weekdays in June for various school visits, and stay open until 10:00pm on a maximum of four occasions for special events.

Facilities

The vendor will have use of the concession stand and storage areas. These areas must be kept clean and neat by the vendor at all times. The Town of Bethlehem will provide separate locks and keys for these areas. Keys will be distributed to the vendor, the Administrator of Parks and Recreation, and the Park Foreman. The vendor may not change these locks.

The Town of Bethlehem Parks and Recreation Dept. will provide trash removal daily, provided the vendor places the trash in the appropriate location at the end of each day, as determined by the Administrator of Parks and Recreation.

The Town will clean the eating area within the warming area thoroughly, once per day. The vendor will clean the tables and floor in this area during the day, as needed. The eating area within the pool area will be the Town's responsibility, at all times, except for the condiment area which shall be the vendor's responsibility.

Equipment

The vendor will have the use of concession equipment that is presently owned by the Town of Bethlehem. These items include:

2 fryers  
Hanging Hot Lamp  
Coffee Bunn-O-Matic  
Walk In Cooler  
Ice Machine  
3 Chest Freezers

1 Upright Freezer  
1 Hotdog Roller  
1 Grill  
2 Stainless Sinks/1 Cabinet  
2 Shelving Units  
3 Stainless Work Cabinets

All equipment will be serviced (if necessary) and repaired by the Town of Bethlehem (unless damaged equipment is the result of the vendor's negligence or abuse).

All equipment must be kept clean on a consistent basis by the vendor.

Any equipment rental or equipment owned by the vendor will be the responsibility of the vendor and must be pre-approved by the Administrator of Parks and Recreation.

### Permits

The vendor must present the Town of Bethlehem with a valid Albany County Health Department permit to operate a food service establishment, prior to opening day.

### Insurance

The vendor must carry workers compensation, disability, property damage and liability insurance coverage. Liability coverage shall be a minimum coverage of 1 million dollars. The vendor shall supply the Town of Bethlehem with a valid certificate of insurance as evidence of this coverage. The Town of Bethlehem shall also be named as additional insured on the certificate. Should any such coverage be adversely affected or altered during the dates specified in this agreement, the vendor shall notify the Parks and Recreation Department staff immediately in writing of such event.

The vendor will agree to indemnify and hold harmless, the Town of Bethlehem, its agents, servants and employees, from and against all claims, damages, losses and expenses, including reasonable attorney fees, for bodily injury, illness and death, and for property damage arising out of the use of and the operation of the concession stand at Elm Avenue Park, if same was caused in whole or in part by the vendor's negligent acts and/or omissions, or that of its employees, agents and servants.

### Signs

The Administrator of Parks and Recreation must approve all signs and advertising at the concession stand and surrounding area prior to posting. The vendor will post a menu at both windows. All prices shown must include sales tax.

### Ordering and Purchases

The vendor shall be responsible for ordering and purchasing all food and beverage items, paper products, cleaning products and other supplies. All items on the menu shall be well stocked. Town of Bethlehem employees cannot accept deliveries.

### Food Service

The vendor will guarantee that all food and beverages served will be fresh, sanitary, and fit for human consumption. Hot menu items will be served hot. The vendor will not use Styrofoam food or beverage containers. Food must be served as quickly as possible without compromising safety or the food quality. A receipt must be provided if requested.

Prior to opening day, the Administrator shall approve selection and pricing of all items. All prices shall include sales tax. In the event the parties disagree, prices shall be established in the same price range as charged for similar items at similar public park facilities in the capital district region.

The vendor may add, eliminate or substitute menu items or adjust prices slightly with prior approval of the Administrator of Parks and Recreation, which will not be unreasonably withheld.

The vendor will be permitted to sell ice cream or other food items from a portable cart in the pool area with prior approval of the Administrator of Parks and Recreation.

The vendor shall be responsible for the collection of all monies including sales tax. The vendor retains all funds. The vendor agrees to provide customers with a receipt, when it is requested.

Previous vendor's expenditures and revenues are not known.

### Sublicensing

The vendor agrees not to sublicense the concession stand operation without permission from the Town Board, which permission shall not be unreasonably withheld.

### Other Concessions

The Town agrees to prohibit any other food and beverage sales in the pool and concession areas. However, the Town at its discretion may serve food via vendor or food truck outside of the pool/concession stand area during special events. Additionally, vending machines may be added by the Town, if it is determined vending products do not conflict with operator sales.

### Utilities

The Town of Bethlehem will be responsible for all utility costs excluding long distance telephone calls.

### Employees

The vendor is responsible for its employees and all aspects of employment. Employees must have a clean appearance, be courteous to park and pool patrons, and follow all park rules established by the Parks and Recreation Department. Employees using other park facilities will be treated as park visitors. Vendor shall comply with all labor laws and any other law relating to employment.

Due to the large pool crowds on hot days, the vendor shall have adequate number of staff on duty to provide efficient service to customers. Peak times to add additional staff on site to meet demand include:

- Days that reach 86+ and sunny
- Weekends
- July 4<sup>th</sup>
- Special Events (TBD and provided when confirmed)
- School District Events (TBD and provided when confirmed)

### License Agreement

The agreement shall be for a term of three years. However, either the Town or the vendor may terminate this agreement, with or without cause, prior to the start of any year by giving written notice at least six months prior to the Opening Day. The Town may also terminate the agreement on 10 days' notice for just cause.

### Approvals/Permission

Unless otherwise stated in this agreement, any approval or permission needed from a Town Board or department employee shall be in the absolute discretion of such board or employee to grant or withhold.

