



TOWNSHIP OF PALMER • NORTHAMPTON COUNTY, PA

Municipal Building, 3 Weller Place, Palmer, PA 18045-1975, Tel. 610-253-7191, Fax 610-253-9957

Website: palmertwp.com

REQUEST FOR PROPOSALS

Lease and Operate the Concession Stand at Palmer Pool

**PRE-PROPOSAL SITE VISIT AND CONFERENCE: Wednesday April 18, 2018 at 10:00 a.m.
At Palmer Community Pool, 3001 Farmersville Rd, Palmer, PA 18045**

Sealed proposal must be mailed or delivered to:

ATTN: Concession Stand
Palmer Township
Department of Parks & Recreation
4100 Green Pond Road
Palmer, PA 18045
Phone: 610-252-2098

Proposals must be received by 4:00 p.m. on Monday, April 23, 2018

GENERAL INFORMATION

1. PURPOSE: Palmer Township is seeking a qualified food concession operator (hereinafter referred to as "concessionaire") to lease and operate the township-owned concession stand at the Palmer Pool, 3001 Farmersville Road, Palmer PA 18045

2. ISSUING AGENCY: This Request for Proposals is issued by the Palmer Township. All questions regarding this RFP should be directed to Dan McKinney, Director of Parks and Recreation at 610-252-2098

3. SUBMISSION OF PROPOSAL: Proposals must be sent or delivered to:

ATTN: Concession Stand
Palmer Township
Department of Parks & Recreation
4100 Green Pond Road
Palmer, PA 18045

4. SITE VISIT: The site will be available for inspection at a meeting on Wednesday, April 18, 2018 beginning at 10:00 a.m. and ending at 11:00 a.m.

5. PROPOSAL REQUIREMENTS: All proposals must contain the following information:

- Concessionaire and/or Firm name, address, telephone number, fax number and email address.
- Federal ID Number for firm, if you have one
- Date proposal is submitted.
- Contact person.
- Information on experience in food concession operation and provide names and phone number of clients or operators who be contacted as references.
- Proposed Lease payment schedule for the term of the Lease.
- Include a sample menu of food and process being offered.

6. REJECTION OF PROPOSALS: Palmer Township reserves the right to reject all Proposals whenever it deems it in the interest of the Township to do so and also have the right to waive any informality in the proposals, and to award the Contract in the best interest of the Township.

7. PROPOSER ELIGIBILITY: Proposals will only be accepted from Proposers who are actively engaged in the restaurant/concession stand operations field. No Proposal will be accepted or contract awarded to any Proposer that is in arrears or is in default to the Township.

8. PROPOSER'S QUALIFICATIONS: No proposal will be considered from any Proposer unless he/she is known to be skilled and has been regularly engaged in work of a character similar to that covered by the Specifications. The Proposer shall provide the Township, in writing, evidence of their experience and familiarity with the work specified and the financial ability to prosecute properly the proposed work. The evidence requested, without being limited, should include the following:

- The Proposer's performance record with listing of work of a similar character and proportions in restaurant operation and provide names and phone numbers of clients or operators who may be contacted as references.

- Such additional information as will satisfy Palmer Township that the Proposer is adequately prepared to fulfill the Contract.

Palmer Township shall have the right to disqualify any Proposer who in the past, has not performed in accordance with the contractual requirements of a previous contract for the Township.

9. PRESENTATION OF PROPOSALS: The proposal must be presented or mailed to Palmer Township Parks & Recreation Department (4100 Green Pond Road Palmer, PA 18045) in a sealed envelope on or before 4:00 p.m. on April 23, 2018. Envelope should be clearly marked ATTN: Concession Stand

10. EXAMINATION OF SITE: The concession stand will be open for inspection on Wednesday, April 18, 2018 at a pre-proposal meeting beginning at 10:00 a.m. Interested parties are strongly encouraged to attend this pre-proposal meeting and site inspection.

11. CONTRACT AWARD: Palmer Township will either award the Contract within fifteen (15) days of the proposal submission date, or reject all Proposals. Award, if any, will be made to the best Proposer complying with the terms of the Contract as determined by Palmer Township.

12. INSURANCE: (Insurance certificates need not be submitted with proposal but must be provided prior to signing lease.)

12.1 General Insurance Requirements

12.1.1 - The Concessionaire shall not commence any operations or services on behalf of Palmer Township under this Contract until the Concessionaire has obtained at the Concessionaire's own expense all of the insurance as required hereunder and such insurance has been approved by the Township. Approval of insurance required of the Concessionaire will be granted only after submission to Palmer Township, original certificates of insurance signed by authorized representatives of the insurers or, at the Township's request, certified copies of the required insurance policies.

12.1.2 - Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Township's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Township throughout the term of the Contract.

12.1.3 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Township.

12.1.4 - No acceptance and/or approval of any insurance by the Township shall be construed as relieving or excusing the Concessionaire from any liability or obligation imposed upon the Concessionaire by the provisions of this Contract.

12.1.5 - If the Concessionaire does not meet the insurance requirements of this Contract, the Concessionaire shall forward a written request to the Township for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Township denies the request, the Concessionaire must comply with the insurance requirements as specified in this Contract.

12.1.6 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Concessionaire, and are subject to the Township's written approval. Any deductible or retention amounts elected by the Concessionaire or imposed by the Concessionaire's insurer(s) shall be the sole responsibility of the Concessionaire.

12.2 - Concessionaire's Insurance:

12.2.1 - The Concessionaire shall purchase and maintain the following insurance coverage at not less than the limits specified below or required by law, whichever is greater:

12.2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

\$ 1,000,000 each occurrence;
\$ 1,000,000 personal and advertising injury;
\$ 2,000,000 general aggregate; and
\$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Concessionaire from bodily injury and property damage claims arising out of liability assumed under this Contract.

12.2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
- ii. Automobile contractual liability.

12.2.1.3 - If the Concessionaire has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$ 100,000 each accident for bodily injury by accident;
\$ 100,000 each employee for bodily injury by disease; and
\$ 500,000 policy limit for bodily injury by disease.

12.2.1.4 - If the Concessionaire is an individual or sole proprietor operating without workers compensation coverage, personal health insurance or its equivalent.

12.2.1.5 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000 per occurrence;
\$ 1,000,000 aggregate for other than products/completed operations and auto liability; and
\$ 1,000,000 products/completed operations aggregate

And including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employer's liability.

12.2.1.6 - Concessionaire's professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$ 1,000,000 each claim or wrongful act; and
\$ 1,000,000 annual aggregate.

13. INDEMNITY: The Contract shall indemnify and save harmless Palmer Township from and against all losses and all claims, demands, payments, suits, recoveries and judgments of every nature and description brought or recovered against him/her, by reason of any act or omission of said Concessionaire, his/her agents or employees, in the execution of the work or in the guarding of it.

14. SAFETY AND HEALTH REGULATIONS: The Concessionaire further agrees that should he/she enter into a contract with Palmer Township to perform all or any portion of the work included herein, he/she will comply with all of the provisions of the Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction, contained in the Federal Register Volume 37, Number 243, part II, dated December 16, 1972. In addition the Concessionaire agrees that they will meet the necessary requirements of the Bucks County Department of Health including, but not limited to obtaining a License to Operate and successfully passing all inspections required for obtaining that License to Operate.

15. AFFIRMATIVE ACTION REQUIREMENT: Palmer Township is an EQUAL OPPORTUNITY EMPLOYER, and reserves the right to disqualify any contractor who practices discrimination in hiring and employment.

16. REVIEW OF PROPOSALS: All proposals will be reviewed and evaluated by the Director of Parks and Recreation to determine the proposal that best satisfies the requirements and meets the needs of the objectives of Palmer Township will be selected.

17. CONTRACT PERIOD: The approximate initial Contract Period is one (1) pool season (Memorial Day to Labor Day) from the execution of the contract, with hours of operation determined by Palmer Township.

18. CONTRACT RENEWAL: Palmer Township reserves the right to renew the contract annually with the Concessionaire, if service has been satisfactory and both parties agree in writing to said renewals.

**PALMER TOWNSHIP PARKS & RECREATION DEPARTMENT
PROPOSALS TO LEASE AND OPERATE THE CONCESSION STAND AT
PALMER POOL**

SPECIFICATION

1. The Concessionaire will be granted the exclusive right and privilege to operate the concession stand at the Palmer Pool.
2. The exclusive right and privileges shall extend from the opening of the facility for the season (Memorial Day) to and including the day it closes (Labor Day). The concessionaire will be under no obligation to have the concession stand in operation at such times as the Palmer Pool is closed due to inclement weather or for maintenance and/or repairs. The Township will have no liability to the Concessionaire during such closures for loss of profits or other damages.
3. The Concession stand's hours of operation shall be, but are not limited to (dates subject to change):

Saturday May 26 (Memorial Day weekend): 11:00 a.m. to 8:00 p.m.
June 2 -June 10 Saturdays & Sundays: 11:00 a.m. to 8:00 p.m.
Day after Easton SD closes (June 11) until Labor Day: 11:00 a.m. to 8:00 p.m.
4. The Concessionaire may, if he/she chooses, remain open for the Palmer Swim Team events with the approval/permission of the Palmer Parks & Recreation & the Palmer Swim Team.
5. The Concessionaire, if he/she wishes, may remain open on selected nights to provide food service for the Palmer Pool evening events at the discretion of the Palmer Pool Director.
6. The Concessionaire will pay the Township for the use of the Lease Premises rental in accordance with the following schedule:
 - a. Two payments:
 - June 1 (equal to 50% of total lease)
 - August 18 (equal to 50% of total lease)
 - b. Rent shall be payable to "Palmer Township".

The Lease will be awarded to the Concessionaire proposing the highest dollar amount over the suggested minimum of \$3,000 for the season (Memorial Day through Labor Day).

7. The Concessionaire must keep the concession stand in a clean and sanitary condition at all times and surrenders the concession stand to the Township at the expiration of the lease in the same condition as it was when the lease began. Ordinary wear and tear is expected. Concessionaire will also assist with maintenance of the common area adjacent to the concession stand area as required because of food/drink spills or litter related to the Concession Stand operations. The Concessionaire shall be responsible for accepting all deliveries pertaining to the concession operation.

The Concessionaire, at the Concessionaire's sole expense, shall arrange to have the concession stand site, including all equipment, cleaned and inspected annually by the Northampton County Health Department at the beginning of the season.

- 8.** The Concessionaire will provide their trash and recyclables receptacles and empty trash and recyclables into the containers provided by the Township on a regular basis. Concessionaire shall, at Concessionaire's sole expense, provide for safe disposal of cooking oil and other related substances on a regularly scheduled basis. At the end of the season, Concessionaire shall, at Concessionaire's sole expense, arrange to have concession stand, including all equipment, professionally cleaned.
- 9.** The concession stand is leased as-is. The Concessionaire will pay for all shelving, electrical fixtures, counters and appliances necessary for the operation of the concession; however, they shall have the right to use any equipment furnished by the Township.
- 10.** Palmer Township is responsible for the cost of utilities serving the concession stand, including but not limited to electric, water, & sewer.
- 11.** All items of equipment permanently attached to the walls or floors shall become the property of the Township and shall not be removed from the premises at the expiration of the Lease, free from any encumbrances.
- 12.** Palmer Township will assume no obligation or responsibility for safeguarding Concessionaire's equipment from acts of vandalism, loss, fire, theft or acts of God. The Concessionaire will be required to carry insurance for protection of his/her own property as noted in Section #12 of the General Information.
- 13.** There will be no sale of alcoholic beverages or any items in glass containers.
- 14.** The Concessionaire may not make any alterations, deletions or additions in or to the leased premises without prior written approval from Palmer Township.
- 15.** The Concessionaire will provide, at their sole expense, all licenses, permits, equipment, supplies, materials and labor necessary for the satisfactory operation of the concession.
- 16.** The Concessionaire will personally supervise and conduct or provide proper supervision for the concession and will engage as personnel only those who fully comply with all sanitation laws, local, state or federal.
- 17.** The Concessionaire will maintain accurate accounting records, which may be reviewed by the Township upon request. For the purpose of such review, Palmer Township, through its proper officers or designated agents, will have the right to take inventory of the concession upon twenty-four hour notice to the Concessionaire.
- 18.** Palmer Township shall display to the public the prices for all items offered for sale.
- 19.** Palmer Township reserves the right to reject any or all proposals submitted, and to make the award in the best interest of the Township.

**PALMER TOWNSHIP PARKS & RECREATION DEPARTMENT
PROPOSAL TO LEASE AND OPERATE
PALMER POOL
CONCESSION STAND**

NAME OF FIRM: _____

ADDRESS: _____

CITY _____ **STATE** _____ **ZIP CODE** _____

Federal Employer Identification Number # _____

PROPOSED SEASONAL LEASE AMOUNT \$ _____

I ACKNOWLEDGE THAT I HAVE REVIEWED THE ABOVE-REFERENCED REQUEST FOR PROPOSALS (RFP) AND UNDERSTAND THE SPECIFICATIONS AND REQUIREMENTS CITED IN THE RFP.

Printed Name **Date**

Signature

Company Name

Daytime Phone Number **Fax #**

Email