

TOWN OF SOMERS
Request for Proposal "RFP"
Somers Concession Contract

The Town of Somers is soliciting proposals for the provision of concessions operation in Reis Park with the right to the exclusive sale of all food and beverage in the Town of Somers Parks.

Submittals

Proposals will be received in person at the office of the Town Clerk, Monday – Friday, 9:00 a.m. – 4:00 p.m. or by mail to Somers Town Clerk, 335 Route 202 Somers, NY 10589 until 4:00 p.m. Tuesday, December 1, 2026.

Proposals shall be enclosed in a sealed envelope marked Somers Concession RFP.

Potential candidates may view the site by contacting the Superintendent of Parks and Recreation at 914-232-8441

Proposals shall be made upon the form included; stating the price both in words and in figures and include attachments as required.

Proposals must include a proposed list of concession items with prices including sales tax. It is the intent of the Town of Somers to offer residents a quality food service at a reasonable cost. The item detail for all proposed sale items and their pricing will be considered when awarding the contract. Pricing included in the proposal shall be used by the successful candidate upon commencement of business.

The Town of Somers reserves the right, in its discretion, to reject any or all proposals or to waive any informality or irregularity in the proposals received.

Term of Contract

The contract shall be for three seasons, commencing on April 1, 2027 and terminating on November 31, 2029. The minimum acceptable proposal will be \$5,000.00 for the first year, with a 2% increase over 2027 in 2028 and 2% increase in 2029 over 2028. The contract may be extended by the Town of Somers for two additional seasons with a 2% per season increase over the previous season.

The Town may terminate the Agreement in its sole an exclusive discretion, in whole or in part, upon thirty (30) days' notice in writing to the Contractor whenever the Town deems such termination to be in its best interests or, if default, as set forth in default provision of contract,

Contractor shall be held in default if:

- a. it shall have failed to pay when due any rent, utility bills or
- b. it or any guarantor of this agreement shall have failed to discharge any petition in bankruptcy, execution on its property, or assignment for the benefit of creditors within thirty (30) days after receipt of notice thereof, or
- c. Contractor shall have vacated or abandoned the premises for a period of no less than 7 consecutive days.

In the event of such default, Town of Somers may declare the term of this Lease terminated, and may sue to recover said premises by summary proceeding or otherwise. Landlord, further, shall have

all rights granted to it under the laws of the state in which the premises are located, including the right, but not the obligation, to re-let the premises.

Additionally, Town of Somers shall have the right to take immediate possession of the premises as a public benefit.

Contractor waives or surrenders any of its rights and privileges which it might have under or by reason of any present or future law to redeem the premises or to have a continuance of this Lease for the term hereof after tenant is disposed or ejected therefrom by process of law or under the terms of this agreement. Contractor also waives the provisions of any law relating to notice and/or delay in levy of execution in case of any eviction or dispossession and of any successor or other law of like import. Town of Somers and tenant waive trial by jury in any action or proceeding and waive any counterclaim brought by either party against the other on any matters whatsoever arising out of or in any way connected with this agreement or tenant's use or occupancy of the premises.

Liquidated Damages

In the event that the concessionaire terminates the concession prior to the completion of the three-season term in violation of this contract, the parties agree that it will be impractical or extremely difficult to fix the amount of the Town's damages. Accordingly, in such event, the concessionaire agrees that it shall be liable to the Town for the full amount payable to the Town under the contract for the full three-year term, less any amount which the concessionaire has actually paid to the Town hereunder, as liquidated damages and not as a penalty

Terms of Payment

The contract shall provide payment to the Director of Finance equal installments during the contracts effective dates as follows: June 1, July 1, August 1, September 1, October 1, November 1, December 1. A 2% penalty will be added to any late payment and may result in termination of the contract.

Qualifications

The Town of Somers may, in its discretion, make such investigation(s) as it deems necessary or desirable to determine the qualifications of the potential candidate to perform the work. Potential candidates shall furnish additional information and data for this purpose as may be required. The Town, in its sole discretion, shall determine whether the bidder meets the qualifications set forth herein"

A select number of potential candidates will be required to appear before Town Officials to discuss details of their proposed food concession operation.

Scope of Work

The successful candidate will have the exclusive right to operate the concession stand in Reis Park and the exclusive sale of all food and beverage in Somers Parks under the jurisdiction of Town of Somers Department of Parks & Recreation. Exceptions to this right will be determined by the Superintendent of Parks & Recreation when there are events occurring in Town parks by Town groups. A list of these events will be provided to the concessionaire on a yearly basis prior to the beginning of the season.

- The concessionaire will be required to sell food and beverages, which are of good quality with healthy options. In the event that the successful vendor should desire to sell commodities other than those set forth in the said schedule of charges or change

prices from the original proposal, a list of said commodities and the sale price of the same must first be submitted to the Superintendent of Recreation and Parks in writing for approval. Cigarettes, vaping products, alcoholic beverages or any substances in glass containers shall not be sold. Food and or beverage may not be dispersed in Styrofoam containers. Westchester "Upon Request" Plastic Utensil Law must be followed.

- The concessionaire will be required to provide separate lunch menu options to Day Camp participants and staff.
- Food menu, price lists and display boards must be professionally presented as pre-approved by the Superintendent of Parks and Recreation. The concessionaire shall post all prices of the merchandise offered for sale prominently about the premises.
- The Concessionaire being an independent business and not part of the Town of Somers shall and shall be be solely responsible for marketing the business.

The Town of Somers shall provide: exhaust system with hood, annual fire suppression system, hand sink, three compartment scullery sink, janitors slop sink and HVAC unit. A two burner two oven griddle top stove and two basket deep fryer is available to borrow. All other equipment to be used for refrigeration, food preparation, cooking, storage, or placing of equipment is the responsibility of the concessionaire. A list of this equipment must be submitted to the Superintendent of Parks and Recreation for approval.

- The concessionaire, at the sole cost and expense of the same shall maintain the building equipment (to manufacturers recommendations) in full and complete repair to the satisfaction of the Superintendent of Parks and Recreation during the term of this contract, with the exception of structural repairs.
- The Concessionaire shall be responsible for inspection, certification and securing any and all permits to operate in order to comply with all municipal and governmental health rules and regulations. Proof of compliance shall be submitted to the Superintendent of Parks and Recreation on an annual basis prior to commencement of the season.
- If any repairs, alterations, decorations, additions or improvements to the premises are desired by the concessionaire, he/she shall first submit plans and specifications to the Superintendent of Parks and Recreation for his approval. No repairs, alterations, decorations, additions and improvements shall be made or work commenced without first obtaining written approval and consent from the Superintendent of Parks and Recreation. Any repairs, alterations, decorations, additions or improvements shall be made at the sole cost and expense of the concessionaire and shall become property of the Town of Somers immediately upon their completion.
- The Concessionaire shall be directly responsible for purchasing and payment of all utility bills (electric and propane gas.) and to provide their own WIFI hot spot.
- At the end of each season in which this contract is in effect, the concessionaire is to restore and clean the premises and equipment to the condition in which it was found to

the satisfaction of the Superintendent of Parks and Recreation. At the close of the season, concessionaire may make recommendations for changes, additions, etc.

- The Concessionaire agrees to maintain and clean up the park premises within one hundred fifty (150') feet of the location of the concession. The concessionaire must carry all garbage daily or more often as required to the designated dumpster located in the upper Reis lot. No accumulation of garbage will be allowed to accumulate on site.
- All cardboard containers are to be collapsed flat and placed in the appropriate trash/recycling dumpster.
- An authorized representative of the Superintendent of Parks and Recreation may make a daily inspection of the concession stand areas.

Commencement of Work

REQUIRED Dates and hours of operation:

- April 1 – Third Week in June 11 a.m. - 8 p.m.
- Last week in June - First Week in August 8 a.m. – 8 p.m.
- Second Week in August - Third week in November 11 a.m. – 8 p.m.
- Note: concessionaire may open earlier and close later than the dates required, weather permitting. Concessionaire may open earlier and stay open later than the times required.
- Concessionaire must provide adequately trained staff to manage the operation in order to provide an excellent service to park patrons. The concessionaire agrees to have one staff at least twenty years of age present at all times. Prior to commencing each season, the Concessionaire shall submit a list of all employees and certification of background checks to the Superintendent of Parks and Recreation.

Insurance

The successful candidate will provide insurance policies as specified in Schedule A attached, naming the Town of Somers as an additional insured on each policy:

Affirmative Action

The successful candidate awarded the contract must take affirmative action to ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or origin.

The Contractor must provide to the Town of Somers a list of all employees along with their age for approval no less than two weeks before the start of each season along with certification that all employees eighteen years of age and older have cleared a criminal history background check.

The Town may, in the prudent exercise of its sound discretions, reserves the right to withhold or withdraw approval for all employees during the duration of the contract.

Request For Proposals

I/We hereby propose the following to operate the concession stand in Reis Park with the exclusive sale of all food and beverage in Somers Parks.

Proposals will be received in person at the office of the Town Clerk, Monday – Friday, 9:00 a.m. – 4:00 p.m. or by mail to Somers Town Clerk, 335 Route 202 Somers, NY 10589 until 4:00 p.m. Tuesday, December 1, 2026.

Town Clerk
Town of Somers
335 Route 202
Somers, New York 10589

Somers Concession Contract

The contract shall be for three seasons, commencing on April 1, 2027 and terminating on November 31, 2029. The minimum acceptable proposal will be \$5,000.00, for the first year, with a 2% increase over 2028 in 2027 and 2% increase in 2029 over 2028. The contract may be extended by the Town of Somers for two additional seasons with a 2% per season increase over the previous season.

I/We hereby submit

Numbers _____

Words _____

COMPANY NAME	
TYPE OF ENTITIY	corporation, partnership, individual (circle one)
CONTACT NAME	
TITLE	
MAILING ADDRESS	
TELEPHONE #	
EMAIL	

Signature _____

Dated _____

Statement of Qualifications

1. The following is a list of places where the Contractor has performed work of similar character and magnitude, together with references:

Description of Work

Cost

Name and Phone of

Location & Date of Completion

(Approximate)

Engineer or Owner

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

2. The full names and places of residences of all officers and principals of the business entity of the foregoing proposal are as follows:

Name

Address

Name

Address

Name

Address

3. A minimum of three (3) references including contact name and phone number must be submitted with the proposal.

Non-Collusive Certification

Made pursuant to Section 103-d of the New York State General Municipal Law, as amended

A. By submission of this Proposal, each Proposer and each person signing on behalf of any Proposal certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

(2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

B. A Proposal shall not be considered for award nor shall any award be made where Sections A (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement that sets forth in detail the reasons therefore. Where Sections A (1), (2) and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Proposal, does not constitute, without more, a disclosure within the meaning of Section A (1).

Legal Name of Person, Firm or Corporation

Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____

Dated:_____

Schedule A
Insurance and Indemnification

1. Prior to commencing work, the Contractor shall obtain, at its own cost and expense, the required insurance from insurance companies licensed and admitted in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Town of Somers ("Town"), subject to the approval of the Town. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Supervisor, Town of Somers by registered mail, return receipt requested, for all of the following stated insurance policies. Any adjustments in the coverage's set forth below will require the prior written approval of the Town. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the Town, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning defense and indemnification. All property losses shall be made payable to and adjusted with the Town.

In the event that claims, for which the Town may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Town of Somers.

2. The Contractor shall provide proof of the following insurance coverage:

(a) **Workers' Compensation.** Certificate form C-105.2 or State Fund Insurance Company form U-26.3 or accord certificate is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof compliance with the **New York State Disability Benefits Law**. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.

(b) **Employer's Liability Insurance** with a minimum limit of \$1,000,000.

(c) **General Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$1,000,000 for property damage or a combined single limit of \$2,000,000. **The General Liability Insurance policy shall name the Town of Somers as an additional insured** using ISO endorsement form CG 20 10 or its equivalent and ISO endorsement CG 20 37 or its equivalent. Coverage shall be evidenced using Acord 25 (2014/01) including the **ACORD 855 NY (2014/05) addendum**. Policy shall not contain any

exclusions regarding building height, type of construction or location nor shall it exclude claims involving injury to employees of the named insured or subcontractor. Coverage shall be primary and noncontributory using ISO Form CG 20 01. This insurance shall indicate on the certificate of insurance the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-contractor.
- (iv) Products and Completed Operations.
- (v) Per project aggregate

All contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$1,000,000 per occurrence for property damage or a combined single limit of \$2,000,000. This insurance shall include a bodily injury and property damage the following coverages.

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

(e) Umbrella Liability with a minimum limit of liability per occurrence of \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

(f) If work involves use or removal of hazardous materials, Contractor shall carry and provide evidence of insurance showing pollution coverage with a limit of not less than \$5,000,000.00. Policy shall be endorsed to name the Town of Somers as additional insured.

3. All policies and certificates of insurance of the Contractor shall be subject to and shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Town of Somers (including its employees and their agents and agencies) 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.

(b) The clause "other insurance provisions" in a policy in which the Town of Somers is named as an insured, shall not apply to the Town of Somers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Town of Somers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

4. The Contractor shall protect, defend, indemnify and hold the Town of Somers, its boards, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements,

costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof; without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agreed to bear all other costs and expenses related thereto, even if it (claims, etc.), is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5-322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town, or its employees. This paragraph shall survive any termination or completion of performance of this Agreement.