



# State of New York County of Broome Government Offices

Parks, Recreation, & Youth Services

Jason T. Garnar, County Executive · Elizabeth Woitdt, Director

## Broome County Parks, Recreation and Youth Services Invitation to Quote Concessions

### Period of Agreement

- Memorial Day Weekend (5/27/2023) through Labor Day (9/4/2023) with access to the parks four weeks prior and after for set-up and clean-up. Exact access dates will be subject to weather conditions and the date that the facility water service can be turned on and turned off. A key will be issued upon submission of required documents and returned at the end of the agreement period. Everything is to be cleaned and/or removed from the concession area at the end of the agreement period in the same condition as it was given.
- The lessee may not sublet the concession under any circumstances.
- During the agreement period, the lessee shall maintain County property as is with, reasonable wear and tear accepted. The lessee may not alter the building or concession stand without prior and written permission.
- Broome County shall have the option, upon mutual agreement with the awarded vendor, to renew this contract at the end of the base contract period for two (2) periods of one (1) year upon the same terms and conditions.

### Period of Operating

- The County operates Greenwood Park and Nathaniel Cole Park beach and boating daily. For the summer of 2023, these dates are:
  - o Memorial Day Weekend (May 27, 2023) through Labor Day Weekend (September 4, 2023)
- The concession stand shall be operated daily from 11:30 AM to 7 PM. The lessee may extend operating hours to begin as early as 8:00 AM and close as late as 8 PM as dictated by public demand, provided lessee provides notice of the schedule by Friday at 12:00 PM for the following calendar week. Additionally, the park(s) may host special events in the summer, and it is desired by the County that the lessee will remain open during these events. The Broome County Parks and Recreation Department will provide a schedule of events to be held for planning purposes.
- The concession stand in each park may close to the public when either of the Greenwood Park and/or Nathaniel Cole Park beaches are closed due to inclement weather as determined by the Park Manager.

### Conditions

- Certifications: The lessee shall have a valid Insurance and Health Department Permit.
- Health Regulations, Licenses and Permits: The equipment, facilities and operation of the concession stand shall be inspected by the Broome County Health Department. Upon inspection completion the lessee shall secure a Permit from the Broome County Health Department and display in accordance with Health Department regulations. Cost of permit is at lessee's expense.
- Merchandise Sold: All food items must be sold in paper or plastic containers. All lessees must submit the products to be sold during each season covered in the lease to the Director for approval as well as prices to be charged for each product. Products and prices to be charged must be submitted to the Director

of Parks, Recreation and Youth Services by Friday, May 5, 2023. Lessee may not alter the menu or sell additional items without written permission from the Broome County Parks, Recreation and Youth Services Department. Lessee must maintain sales receipts and provide a copy of the gross sales with commission check.

- Alcohol:
  - o The lessee shall obtain a Seasonal On-premises License from the New York State Liquor Authority for both park locations and shall maintain the license for the duration of the Contract. The lessee shall follow all applicable New York State Liquor Authority rules and regulations.
  - o Lessee shall develop and prepare an “Alcohol Beverage Operations Plan” that includes operational methods that address the extra challenges that alcohol service brings for the Broome County Parks.
  - o It is the Lessee's responsibility to maintain compliance.
- Equipment: The lessee shall furnish and install such items of equipment as it is necessary to properly store, cook and dispense the food items to be sold. Any permits necessary is at lessee’s expense.
- Utilities: All utilities will be provided by the County (water/sewer and electricity).
- Additional Opportunities: Broome County has the option, upon mutual agreement with the vendor, to add additional concession facilities at other Broome County Park locations.

### **Additional Requirements**

- The lessee must maintain the necessary garbage containers inside the concession stand. The trash cans outside the building will be furnished and maintained by the Broome County Parks.
- The lessee shall keep the grounds (within 50 feet) of all sides of the Concession Stand building clean of litter.
- The vendor will be properly certified, and personnel properly trained in food handling regulations. One server will be on duty during normal operating hours. If sales surpass expectations, additional personnel will be added as needed. There may be overlap during normal operating hours where multiple workers are on duty. Additionally, proper tools will be used to maintain safety protocols.
- Lessee must accept the following forms of payment, cash, credit or debit cards.
- If the lessee decides to use a propane grill, it must be situated on the lawn at minimum 3 feet from the building. The grill will be properly roped off to conform to safety standards. In addition, an ABC fire extinguisher will be required and accessible.
- Cooking oil barrel must be maintained with proper permitting/consent from the Broome County Health Department. A type K fire extinguisher shall be required if oil frying.
- The lessee must include a certificate of insurance. Requirements are attached.

## **Competition**

- This agreement is for daily concessions at Greenwood and Nathaniel Cole Parks. County has the right to sell and/or to contract additional vendors to sell food items if it so desires for Broome County sponsored events.

## **Facilities**

### **Nathaniel Cole Park**

- **Space**: Interior space is 36' x 30' with two single exterior doors and one double exterior door. The concession area has a 26' stainless steel countertop equipped with a one-basin sink with hot and cold running water. On the back wall the space has a 16' Formica countertop, and on the backside of that wall there is a 10' Formica counter with built in shelves for storage. There is a 180 square foot storage room used for soda and utensil storage.
- **Equipment**: There is a 10' x 6' mechanical room that contains a 13-gallon hot water heater, a slop sink for cleaning, shelving for janitorial supplies and a 240-volt, 400-amp electrical service. The concession area has a total of 14 lighting units which have been converted to LED.
- **Bathrooms**: There are two bathrooms inside concession (men's and women's) these bathrooms are equipped with one sink basin and one toilet each. The concession also has an 8' three-basin stainless steel sink on the back wall (used for sanitizing cooking equipment).
- **Signage**: Lessee signage may only be displayed during the season of operation and must be approved by the Director.
- **Electricity**: 240-volt, 400-amp electrical service.
- **Water**: Concession is run on a chlorinated well water system supplied from our main park water (winterized in the winter) hot and cold water is available.

### **Greenwood Park**

- **Space**: Interior space is approximately 241 square feet. Available counter space is approximate 20 square feet. There is one three-bay sink, a 6-gallon water heater, a 30" interior door (leading to the guard's area), a 36" exterior door (with inward swing screen door), and two 32" windows for serving.
- **Equipment**: Space includes 2 household refrigerators, 1 chest freezer, and 1 ice cream freezer (Hershey owned).
- **Bathrooms**: These are bathrooms available for the vendor to use located adjacent to the Concession Stand.
- **Signage**: Lessee signage may only be displayed during the season of operation and must be approved by the Director.
- **Electricity**: 120-volt, 100-amp electrical service.
- **Water**: Concession is run on a chlorinated well water system supplied from our main park water (winterized in the winter) hot and cold water is available.

\* Site visits will be available to prospective vendors at both locations upon request. Available hours for site visits Monday- Friday 8 AM- 2 PM.

**Proposal**

The fee payable (“Contract Fee”) by the Contractor to the Department for the rights and privileged conveyed in the contract shall be as follows:

1. A monthly rent of \$\_\_\_\_\_ for the lease of concession areas at Greenwood Park and Nathaniel Cole Park.
2. A percentage of Gross Income in the Amount of \_\_\_\_\_%, payable on the 15<sup>th</sup> of the month following sales (i.e. July sales are due August 15<sup>th</sup>).
3. Payment of the contract fee shall be made payable to the “Broome County Department of Parks and Recreation” according to the above schedule.
4. A \$10 per day Late Fee must be paid to the Department by the Contractor for every day beyond the designated day of the month that the contract fee is not paid. If the Contract Fee is unpaid beyond the contract expiration date, the Late Fee will accrue until it is paid.
5. Failure to pay the Contract Fee on time will be grounds for the Department to terminate the Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Date

**Requirements**

To bid, you must complete the following:

1. Submit quote prior to 3:00 PM on Friday, February 10<sup>th</sup>.
2. Sealed envelope and marked as “Quote for Broome County Park Concessions”.
3. Completed Quote Proposal Section and Signature.
4. Insurance Documents.
5. Completed supplemental information as follows:
  - a. Please provide a comprehensive overview of your prior experience providing, operating, programming, and managing this type of concession.
  - b. Please describe the staffing plan you would like to implement at the concession.
  - c. Describe the menu and/or services you would offer. Attach a menu.
  - d. Describe your bookkeeping, accounting, and recording revenues on a daily basis.

\*Broome County Parks will give priority to vendors interested in operating at both locations but are open to vendors interested in operating one of the two.

Broome County Parks and Recreation  
Attn: Elizabeth Woitd  
P.O. Box 1766  
60 Hawley Street  
Binghamton, NY 13902

# Risk Management & Insurance Specifications

<b>Project Description or Contract Number</b>	Concessions at Cole and Greenwood Park.	
<b>Date Issued</b>	January 13, 2023	
<b>Vendor name (“Contractor”)</b>	TBD	
<b>County Department</b>	DPW-Parks	Elizabeth Woidt

**Please read these specifications very carefully.** These specifications are part of your contract with Broome County. It is advisable that you forward a copy of these specifications to your insurance agent. Broome County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

## **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be “occurrence basis”.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–:VII” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off) OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County’s option, may be offset against any monies due to the Contractor.

## **Part II. Required Insurance – Minimum coverage types and amounts**

<b>Coverage Type</b>	<b>Minimum Limits</b>
<b><u>Commercial General Liability (CGL) including:</u></b> <input type="checkbox"/> Products & completed operations shall not be excluded. <input type="checkbox"/> Broome County shall be named additional insured. The additional insured endorsement for the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. <input type="checkbox"/> <b>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement. (ISO CG 20 10 11 85 or equivalent)</b>	\$1,000,000 / \$2,000,000 Per occurrence / minimum annual aggregate limit
<b><u>Automobile Liability (Comprehensive Form)</u></b> Must cover owned, non-owned and hired vehicles	\$1,000,000 Combined Single Limit
<b><u>Liquor Liability</u></b>	\$1,000,000 / \$2,000,000
<b><u>Workers' Compensation and Employer's Liability See #3</u></b> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory amount / \$100,000
<b><u>Disability Insurance See #4</u></b> <input type="checkbox"/> If you have no employees (sole proprietor) you may provide an affidavit of exemption. (CE-200) if the box to the left is checked	Statutory limits

1. **The certificate face shall:**

- indicate coverage(s) (other than Workers' Compensation & Disability) & minimum amounts required in part II.1
- provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
- Disclose all policy exclusions
- Disclose the amount of self-insured retention or deductibles.
- Show Products & completed operation

2. **Proof of Workers' Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200**

3. **Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200**

4. **The Additional Insured & Certificate Holder should read:**

County of Broome  
**Attn:** Office of Risk & Insurance Management  
 PO Box 1766  
 Binghamton, NY 13902-1766

### **Part III     Defense and Indemnification**

**The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.**

The Contractor agrees to indemnify and hold the County of Broome and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents or and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

### **Part IV     Safety**

Broome County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Broome County in no way obligates Broome County to inspect the safety practices of the Contractor.

If Broome County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Broome County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Broome County's legal obligation to continuously provide contractor's service to the public or Broome County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Broome County shall have the right to immediately terminate this contract. In the event Broome County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Broome County in re-bidding the work and /or by the increase in cost that results from using a different vendor.