

TOWN OF EVANS
NOTICE TO THOSE MAKING PROPOSALS

INVITATION TO PROPOSE:

Concession for food and beverage at Sturgeon Point Marina, Evans, New York for a period of three (3) seasons commencing May 2017 and running through October 2019.

Sealed proposals will be received by the Town Board of the Town of Evans on behalf of the Town of Evans (hereinafter also referred to as the "Town" or "owner") at the Evans Town Hall, 8787 Erie Road, Angola, New York 14006 up to 10:00 a.m. E.S.T. or E.D.S.T., whichever prevails at the time of March 1, 2017 in accordance with the following, on which date and at which time said proposals will be opened. The Town reserves the right to reject any and all proposals for any reason or to waive any informalities in proposal. Proposals shall be submitted in a sealed envelope showing Concessionaire's name and address to Lynn M. Krajacic, Town Clerk, 8787 Erie Road, Angola, New York 14006; to be received before the opening time.

1. All proposals must be accompanied by a certified check or a bond in the amount of 5% of proposal. Deposits will be held by the Town Clerk until all proposals submitted have been reviewed and have either been rejected in whole or in part or the award of the contract has been made. The deposit of the selected Concessionaire will be held until the execution of the contract. In the event of a neglect or refusal on the part of the selected concessionaire to execute the contract and to furnish the performance bond herein prescribed within one week after award of the contract, the amount of the bond or deposit shall be forfeited to and retained by the Town as liquidated damages for such neglect or refusal.

CONTRACT AND BOND

The successful concessionaire will be required to enter into a contract and furnish a performance bond or other surety satisfactory to the Town Attorney guaranteeing the faithful performance of the contract in an amount equal to the total contract amount of the three (3) year contract within two (2) weeks after written notice of award. In determining the successful concessionaire, consideration will be given to price, financial responsibility of the concessionaire, responsiveness to these contract documents and demonstrated experience of the operator in the food service/restaurant business.

All proposals must remain in effect for forty-five (45) days from the opening date.

Concessionaires will not be allowed to take advantage of any errors or omissions.

Concessionaire must carefully examine these contract documents and those who seek changes, explanations or clarifications must submit their inquiry in writing before February 17, 2017. Any response the Town may choose to make will be a written addendum to the contract documents. The Town will not be bound by any informal explanation, clarification or interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the contract documents.

STATEMENT OF INTENTIONS:

The Town wishes to provide boaters, fishermen and area visitors with food and beverage at the Sturgeon Point Marina. A small kitchen area indoors with any combination of outdoor type vending or cart sales, grill sales, etc. along with a vending machine concession is available to bidders. The kitchen hours can be changed to maximize the Concessionaire's profit but not to the point where it will have a negative effect on the service to the public. Minimum length of season is Memorial Day weekend through Labor Day weekend.

Realizing the restrictions of space the Town is looking for an innovative quick "fast" food type of operation. Due to the lack of nearby lakefront dining facilities the Town expects the operator to meet with success supplying the needs.

Other concessions on the Marina property will not be allowed to compete with the restaurant/vending concession.

II. OWNER'S RESPONSIBILITIES

The owner (Town of Evans) will supply the following:

- A. Indoor kitchen area – workspace – an unfinished area of 103 square feet in the main facilities area.
- B. Eating Areas:
 1. Indoors – a seating area of approximately 700 square feet with a built in bench along the perimeter of outside walls with tables and chairs. Vending machines can be placed in this area.
 2. Outdoors – asphalt picnic area/with picnic tables and trash receptacles.
- C. Security – Town employee guards will be at the Marina twenty-four (24) hours a day while boats are in the harbor.
- D. Utilities – owner will provide electric and water. Concessionaire will be responsible for the purchase of LP gas.
- E. Maintenance:
 1. The owner will:
 - a. provide maintenance of office, restrooms and outdoor area;
 - b. make required structural repairs to building including roofs, exterior walls and foundations;
 - c. provide paper goods for toilets and reasonable janitorial quarters.

III. CONCESSIONAIRE'S RESPONSIBILITIES:

The concessionaire must:

- A. Indoor kitchen area – provide all equipment (grill, refrigerator/freezer, double sink, cupboard storage, etc.) to operate kitchen efficiently.
- B. Kitchen and eating area – maintain indoor, vending and outdoor eating areas in a condition of cleanliness and sanitation. The concessionaire shall comply with all rules, regulations, and requirements of the Erie County Health Department and New York State Department of Environmental Conservation.
 1. All grease must be disposed of off-site as only a septic system is available in this area.
- C. Obtain and maintain:
 1. appropriate workers compensation and disability benefits coverage as required by New York State law including coverage need by reasons of operation around water;
 2. appropriate property damage policies protecting against loss of damage to the concessionaire's own property and equipment and supplies as well as the Town's equipment and furnishings;
 3. public liability insurance of at least \$1,000,000.00 for bodily injury or property damage losses covering the premises and operations including water-borne exposure and products coverage for the restaurant. The Town will be named as additional insured and appropriate evidence to the Town prior to the commencement of operations must be provided.
- D. Indemnify and hold the Town harmless from and against all loss, damage, actions, suits, claims, demands, costs and charges for death or injury to person or property or other causes that may arise out of or result from the use of the building and space or the operation of the concessionaire's business or incident thereto or to the concessionaire's occupancy or use thereof by vendors, suppliers, contractors, or anyone else using the Sturgeon Point restaurant under the direct control or supervision of the operation or which may be caused by any negligence or default of concessionaire, its servants, agents, employees or officers.
- E. Be able to meet the following minimum qualifications and submit proof of such with proposal:
 1. Name and address of successful restaurant/food service operation if it is applicable.
 2. Performance Bond issued by company authorized to do business in

New York State or other surety satisfactory to the Town Attorney in favor of the Town in an amount equal to the full bid (i.e. contract price of three (3) year contract).

- F. Obtain prior approval of the Town for all signage for restaurant concession.
- G. Promptly pay and be solely responsible for paying all telephone charges and contracting with phone company.

IV. A PROPOSAL NARRATIVE:

Each concessionaire is required to submit in narrative form a description of their proposed operation. This description should include the hours of operation, including breakdown between vending machines, and any other information they deem important to their proposal.

V. FINANCIAL:

Proposal – the proposal is to be submitted as an Annual Guaranteed Amount. The amount is to be paid in advance, on or before May 1st of each year of the contract.

VI. TERMINATION OR CANCELLATION OF LEASE:

Should the Town cease to operate the Sturgeon Point Marina the lease is null and void. The Town further reserves the right to cancel the lease agreement on sixty (60) days written notice.