



REQUEST FOR PROPOSAL

GURNEY LANE POOL

CONCESSION AREA – FOOD SERVICE OPERATOR

The Town of Queensbury is accepting pricing proposals to provide food service to pool patrons at the Gurney Lane Community Pool. Bid quotes must include all labor, materials, supervision and equipment to provide the necessary services.

SCOPE OF WORK:

Daily operation of the concession area at the Gurney Lane Community Pool

ADDITIONAL INFORMATION

For many years, the Department has operated a basic concession area/snack bar to benefit the pool patrons at Gurney Lane. We average between \$5,000 - \$7,000 in sales each year consisting of items such as candy, chips, ice cream and cold drinks (our menu pricing ranges from \$.25 - \$1.50). We feel there is an opportunity to increase the complexity of the service and the menu, but as this is not our focus, we are hopeful that an established vendor would like to take over this service opportunity. It is expected that interested vendors will provide one flat fee rate in order to gain ability to provide this service. Please see attached information relative to providing a proposal.

CONTACT

PROPOSAL CONTACT: Steven Lovering, Director of Parks & Recreation
Queensbury Parks & recreation
742 Bay Rd.
Queensbury, NY 12804
518-761-8215 Stevel@queensbury.net

PROPOSALS DUE: MAY 24th @ 4:00 p.m. Proposals will be accepted via e-mail, hand delivered or postal delivery.

PROPERTY/BUILDING INSPECTION: Please arrange to inspect or review on-site facilities.

Concession/Snack Bar Proposals:

Queensbury Parks & Recreation is soliciting proposals from foodservice operators to operate the Gurney Lane Pool Snack Bar. The proposing individual or company shall demonstrate the ability to perform in this type of business, clearly articulate plans for the operation and document compliance with appropriate laws and regulations (NYSDOH). The selected foodservice operator shall demonstrate the ability to implement a concession program that will meet the needs of the pool patrons as well as incorporate innovative ideas that are appropriate for this concession. **Proposals must be received no later than 4:00 pm on Friday, May 24, 2019 delivered to Steve Lovering, Director – Queensbury Parks & Recreation, 742 Bay Rd., Queensbury, NY 12804.**

Proposals must be in accordance with the provisions, specifications and instructions set forth herein. Please read the entire solicitation package and submit the offer in accordance with the instructions. The response documents, attachments, and submissions shall become obligations of the agreement.

Gurney Lane Pool:

The Gurney Lane Pool is a 6,200 sq.ft. community pool located at 118 Gurney Lane in Queensbury, NY. The pool has operated seasonally since 1986 at its present location. It operates from 9:00 a.m. – 7:00 p.m. daily from Late June through Labor Day each year. Daily admission is granted by either a season's pass or daily admission fee (\$5/person, free for over 60 and under 5).

1. Outdoor Concession/Snack Bar Facility Description:

The outdoor concession/snack bar services the swimming pool and recreation area. This 500 sq. ft. area has no permanent kitchen/grill facility – space exists for portable cooking equipment. There is a secure area for food storage with an upright freezer and space to add a refrigerator unit. The concession area in the past has offered all prepackaged items such as chips, candy, ice cream and cold drinks to the pool patrons. On average the pool season last 70 + days per year and hosts from 150-200 guests at the pool on an average day – with over 11,000 guests per season. The concession area will be configured in any way to accommodate the concession vendor's needs and the Department of Parks and Recreation will provide the necessary electrical service to do so.

2. Request For Proposal (RFP) Process and Format Scope of Services:

This RFP is soliciting proposals to operate the Pool Concession/Snack Bar at the Gurney Lane Pool.

- Term: Access to property on May 27th with the ability to open for serving by June 27th
- Fee: The financial arrangement with the food service operator will be for a flat fee for the right to operate. The food service operator chosen would NOT be responsible for any utility costs but is responsible for any costs associated with permitting or compliance with all NYSDOH requirements.

3. Hours/Dates of Operation:

- Weekdays (M-F): 1:00 – 6:30 p.m.
- Weekends (S/S): 12:00 – 6:30 p.m.
- Pool is open for public use: June 27 – September 3, 2019

This agreement requires the vendor to be open for a minimum of 50 service dates

4. Independent Contractor:

It is expressly agreed and understood by and between the parties that Respondent/Vendor is an independent contractor/operator, and as such Respondent/Vendor shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other Town employees are entitled. As an independent contractor/operator, Respondent/Vendor further acknowledges that it is solely

responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor/operator, Respondent/Vendor further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the Town by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the Town, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement benefits.

5. Personnel:

All persons engaged by or on behalf of Respondent/Vendor shall be employees of the Respondent/Vendor and not of the Town. Contractor/operator shall provide sufficient qualified personnel to perform any services as required herein.

6. Assignment/Sublease:

This Agreement is non-assignable. No sub-leases or transfers are permitted.

7. Insurance:

Respondent/Vendor shall secure and maintain at all times during the term of this Contract, at its own expense, a policy or policies of insurance including, at minimum, the following coverage: Comprehensive General Liability in the minimum amount of \$1 million per occurrence; Personal property including damage by fire in the minimum amount of \$1 million; Business Interruption in the minimum amount of \$1 million; and Labor Insurance to include Worker's Compensation and NYS Disability Insurance with statutory limits as required by law.

8. Cleaning:

Respondent/Vendor will be responsible to keep the facility clean and sanitary to pass all inspections.

9. Utilities:

Respondent/Vendor will NOT be responsible for utility charges including but not limited to electric, gas, water, telephone, and security services.

10. Refuse:

Respondent/Vendor will be responsible for trash removal associated with their operation. An on-site dumpster will be available for the Respondent/Vendor to use, at the Town's expense.

11. Signage:

Respondent/Vendor will have the right to place and maintain signs at the entrance to the pool area, on bulletin boards designated by the Town, near the entrance to the snack bar area, and other areas of the facility with approval from the Aquatics Supervisor. The locations and contents are to be approved in advance by the Aquatics Supervisor.

PROPOSAL REQUEST SHEET

GURNEY LANE POOL – CONCESSION OPERATOR

Company Name: _____

Contact Person: _____

Cell Phone #: _____

PROPOSED ONE-TIME, LUMP SUM PAYMENT FOR CONCESSION AREA RIGHTS:

_____ DOLLARS	\$ _____
(Use words)	(Use numbers)

Note: In case of a discrepancy between prices written in words and numbers, the unit prices written in words shall govern.

Certificates of Insurance will be required (Town of Queensbury listed a Certificate Holder):

- **Certificate of Workers Compensation Ins.**
- **Certificate of Liability**

Proposals are considered if not signed by Company Authorized Representative

Authorized Signature	Print Name	Date
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Please note that RFP's will be subject to acceptance by the Town for 45 days from request date. The Town reserves the right to reject all bids at its discretion