

BID NO. 10G34
MOBILE CONCESSIONS AT VARIOUS TOWN FACILITIES

1. SCOPE AND TERM. The Town of Babylon is hereby inviting all qualified food concessionaires to submit a bid for the purpose of obtaining a franchise to operate mobile food units at locations in the Town of Babylon for a term of five (5) years beginning in July 2010, and extending through September 2013. The initial contract shall be for a one (1) year period. The Town shall have the option of renewing said contract for three (1) additional one (1) year periods.
2. LOCATIONS. List of locations attached hereto and made a part hereof.
3. HOURS OF OPERATION. The hours of operation of mobile food units **must** coincide with the hours of operation of the site involved. This includes operating seven (7) days a week. The hours of operation of a specific facility will be obtained from the Commissioner of General Services.
4. REQUIREMENTS OF BIDDER. Bidder will be required to furnish references and establish a proof of at least three (3) years in the concession field and must establish a credit rating of at least \$25,000. Certificates and licenses from Suffolk County Department of Health **must** be submitted with bid. The Town may inspect unit prior to bid award and during contract period.
5. INSURANCE. Any loss from the operation of said concession shall be borne by the concessionaire and he shall indemnify and save forever harmless the Town from any and all claims for damages of any kind or nature which may hereafter be made against the Town on account of any personal injuries or property damage resulting from the use of said premises, and for this purpose, said concessionaire shall carry adequate Workman's Compensation Insurance and Comprehensive General Liability said coverage to include Products Liability Insurance. A certificate of insurance shall be provided to the Town of Babylon within ten (10) days of the awarding of the bid. Certificate shall indicate that the Town of Babylon is an additional insured and shall receive at least ten (10) days notice of cancellation. The concessionaire shall also provide and Owner's Protective Legal Liability Policy naming the Town of Babylon as the insured. These certificates shall be delivered to the Town with full premium paid prior to the commencement of any operations by the concessionaire. These certificates are to be updated yearly.
6. PERMITS. The concessionaire shall procure at the concessionaire's own cost and expense all permits or licenses necessary for the legal operation of this license. Concessionaire must have a, a valid Town of Babylon Peddler's permit. Bidder must submit copies of same with their bid. **Failure to do may result in disqualification.**
7. PERFORMANCE/CLEAN-UP BOND. The Town will require a cash performance/clean-up bond to be posted by the vendor by April 1st of each season in the amount of five hundred dollars (\$500.00) per site. The money will be returned after the Town inspects the site at the close of the season and determines that the site has been left in a satisfactory condition. The Town will deduct from the bond all monies necessary to return the site to a satisfactory condition.
8. FLAT FEE BASIS. All proposals must be made on a flat fee basis for each location contained herein. Bidder may bid on one or all locations or any combination thereof. Each location will be awarded separately or as a whole, whichever is in the best interest of the Town, to the bidder offering the highest revenue to the Town. All proposals **must** be submitted on proposal form attached.

9. PAYMENT. The concessionaire shall pay the Town the total amount of the bid in five (5) equal yearly payments. Payment for the first year of operation is to be paid by concessionaire to the Town within ten (10) days of the awarding of the bid. The payment of the franchise fee for each of the succeeding years shall be made to the Town by the concessionaire on or before the first day of April of each succeeding year. Should such payment not be received within fifteen (15) business days of the due date, this contract can be made null and void at the option of the Town. Any late payments which are accepted will be charged an additional five percent (5) per month compounded monthly. All payments made to the Town of Babylon must be in the form of certified check or cash.

10. MOBILE FOOD UNITS. "Mobile food unit" shall mean any food establishment which is readily movable from location to location and in which food or drink is stored, displayed, served, transported, or provided for the public with or without charge. Open trailer-type mobile units restricted to boiled franks and bottled soda are not considered "mobile food units" for the purposes of this bid. Mobile food units shall comply with all of the provisions of Section 1400 and with all applicable provisions of Article 13 of the Suffolk County Sanitary Code. Such units shall meet the following criteria according to type:

Type 1.

Mobile food units handling only prepackaged food items and coffee (commonly recognized by the industry as catering trucks).

- (a) Mobile food units which fail to provide approved water and waste system or which otherwise fail to meet all applicable sanitary requirements shall handle only completely wrapped or packaged food which has been manufactured, processed, prepared and packaged in individual servings at an approved food establishment and transported and stored in accordance with this code.
- (b) Mobile food units shall be equipped with properly constructed and located mechanical refrigeration units capable of maintaining perishable foods at a temperature of 42 degrees Fahrenheit or lower until served cold or until heated for service.
- (c) If hot foods are to be served, all units shall be equipped with properly constructed and located heated equipment capable of rapidly heating prepackaged foods to an internal temperature of 165 degrees Fahrenheit or above.

TYPE 2.

Enclosed mobile units (vans, trailers, motor homes, etc.) serving limited commercially prepared food requiring minimum handling.

- (a) Enclosed vehicle of this type shall be equipped with suitable hand washing facilities including:
 1. A permanently installed two-compartment sink (stainless steel or equal) properly connected to the water supply and waste retention tank.
 2. Hot and cold or tempered (100 to 115) degrees Fahrenheit) running water from an approved (tested) supply and transferred in a sanitary manner acceptable to the Department of General Services.
 3. A suitable liquid waste retention tank with a capacity larger than the water supply tank and with sanitary discharge facilities.

4. Hand cleaning liquid or powdered soap in suitable dispenser and approved sanitary towels or other approved hand drying device conveniently located to the sink.
- (b) Mobile units of this type shall be provided with suitable double compartment sink large enough to accommodate the largest piece of equipment to be cleaned unless such facilities are provided at the depot, and including:
 1. Hot and cold running water capable of maintaining a temperature of 125 degrees Fahrenheit at the tap after sinks are filled.
 2. A suitable retention tank for liquid wastes larger than the water supply tanks and equipped with transition connections to discharge the wastes at the depot in a manner acceptable to the Department.
 3. The water inlet located in such a position that it will not be contaminated by waste discharges, road dust, oil or grease and provided with a transition connection of a size and type which will prevent its use for any other service and water distribution pipes or tubing of a sanitary type of impervious non-toxic material.
 4. Water from a potable supply which shall be tested at least annually if from a private well
 5. The permitted use of one of the sink compartments for hand washing in lieu of a separate sink normally required for this purpose where cleaning takes place at the end of the day's operation.
- (c) Mobile units of this type shall be equipped with properly constructed equipment to display potentially hazardous food at safe temperatures including:
 1. Mechanical refrigeration for the storage of foods at 42 degrees Fahrenheit or lower until served cold or heated for service.
 2. If hot foods are to be served, heating equipment capable of heating commercially prepared foods to an internal temperature of 165 degrees Fahrenheit and of maintaining such foods at a temperature or 140 degrees Fahrenheit or above.
- (d) A suitable depot or service area shall be provided to augment cleaning, storage and waste facilities provided on the vehicle.
- (e) Mobile units of this type shall be equipped with approved permanently installed toilet facilities unless located within 300 feet of readily available toilet facilities as evidenced by written permission from the owner. Toilet facilities on vehicles shall be located in a separate room provided with mechanical ventilation and include but not be limited to the following:
 1. Retention waste tank of a capacity fifty percent (50%) larger than the water supply tank with sanitary control discharge devices.
 2. Provisions for discharge of wastes directly into approved sewage disposal facilities at the depot or alternate location acceptable to the Department.

11. CONCESSIONAIRE'S EMPLOYEES.

- (a) The concessionaire shall require his employees who come in direct contact with the public, so far as practicable and if required by the Town to wear a uniform or badge by which they may be known and distinguished as the employees of said concessionaire.
- (b) Minimum wage and Workman's Compensation rules, regulations, and laws are to be strictly adhered to.

12. RESTRICTIONS. Concessionaires are restricted from:

- (a) Selling or distributing alcoholic beverages
- (b) Dispensing any glass containers
- (c) Selling or distributing kites, frisbees, balls, or floating devices
- (d) Selling or distributing any other item deemed inappropriate by the Commissioner of General Services.
- (e) Selling or distributing gum at any pool locations

13. PRICES. All prices are to be conspicuously posted.

14. VEHICLE LOCATION. The Town, through the Department of General Services, will designate where the concessionaire is to park his vehicle. The concessionaire will not be permitted to park at any other location other than those specified. Failure to observe this requirement may result in the cancellation of permit. No refund will be made to the concessionaire.

15. LITTER. The concessionaire will have the responsibility of keeping the area within 100 feet of his vehicle litter free at all times. The concessionaire must place a garbage can by the side of their vehicle and remove same when leaving.

16. QUALITY AND QUANTITY. All articles sold under this franchise will be of good quality and offered at fair prices. Quality and quantity will be subject to approval of the Town.

17. LOSS SUFFERED BY CONCESSIONAIRE. The concessionaire agrees that any theft, vandalism or damage by him or occurring within the area covered by this license shall be borne by him. The Town shall not be responsible for any loss, damage, or injury whatsoever unless same is caused by negligence of the Town. In which event, all of the provisions of General Municipal Law shall prevail.

18. DEFAULT. In the event the concessionaire fails to comply with any of the terms and conditions of this agreement, the Town may levy monetary fines not to exceed one hundred fifty dollars (\$150.00) per violation and may terminate this agreement by the following procedure:

- (a) The Town shall give to the concessionaire written notice specifying the particulars of the alleged default or unsatisfactory performance.
- (b) Not less than ten (10) days after receipt by the concessionaire of such notice, the Town shall grant to the concessionaire an opportunity to be heard on the charges.
- (c) Following such opportunity to be heard, the Town shall have power to determine whether there has been such a default or unsatisfactory performance.

(d) If the Town shall decide that there has been such a default or unsatisfactory performance, it shall give to the concessionaire written notice of such decision specifying the particulars thereof.

(e) If the concessionaire fails or refuses to remedy such default or unsatisfactory performance within such reasonable period of time as may be fixed by the Town, then the Town has the option of levying fines not to exceed one hundred fifty dollars (\$150.00) per violation or declaring this agreement terminated upon such date or upon such contingency as it may deem proper to protect the public interest.

(f) Such fines are to be paid immediately by concessionaire and not taken out of the five hundred dollar (\$500.00) bond.

19. TERMINATION FOR CONVENIENCE BY TOWN.

(a) The Town may, by written notice, terminate this agreement in whole or, from time to time in part, at any time whenever the Town determines that such termination is in the best interest of the Town.

(b) Upon receipt of such notice, the concessionaire shall immediately discontinue performance of this agreement unless the notice directs otherwise.

(c) Such termination shall be at no cost to the Town.

20. EXTENSION OF CONTRACT. This contract may be extended through Mutual agreement between the concessionaire and the Town of Babylon at the discretion of the Town of Babylon.

21. PUBLIC INTERFERENCE. The concessionaire hereby waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this license; any such interference shall not relieve the concessionaire from any obligations hereunder.

22. NOT AN AGENT. Anything herein contained shall create or be construed as creating a co-partnership between the Town and the concessionaire or to constitute the concessionaire as agent of the Town.

23. NOTICES. All notices and orders given to the concessionaire may be served by mailing the same to concessionaire at the address herein before set forth or by delivering a copy thereof to the concessionaire in person, or by leaving it at his place of business with any person then in charge of the same.

24. INSPECTION. It is agreed that the licensed premises may be inspected at any time by authorized representative of the Town or representatives of the Department of Health. The concessionaire agrees that if notified by the Town or such representative that any part of the licensed premises or the facilities thereof is unsatisfactory to remedy the same at once.

25. FEDERAL, STATE AND MUNICIPAL LAW. The concessionaire agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any illegal purpose, or for any purpose in violation of any federal, state or municipal law, ordinance, rule, order or regulation of any ordinance, rule or regulation of the Town now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the Town and the individual members thereof and their agents, from and against any damage, penalty, fine judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or

omission of the concessionaire, or any employee, person or occupant for the time being of said premises, and in the event of any violation, or in case the Town or its representatives shall deem any conduct on the part of the concessionaire, or of any person or occupant for the time being of the premises, or the said license or the operation thereof to be objectionable, or improper, the Town shall have the right and power and is hereby authorized by the licensee to do so, to at once declare this concession license terminated without previous notice to the concessionaire.

26. ADDITIONAL LOCATIONS. In the event that the Town develops additional recreational facilities at other locations not contained in this proposal or committed by previous contracts, The Town has the option during the term of agreement to offer this franchise at these additional locations at a suitable fee to be mutually agreed upon by the Town of Babylon and the concessionaire.
27. CHANGES. The Town may, at any time by written order, make changes within the general scope of this agreement.
28. TRANSFER OR ASSIGNMENT. The concessionaire shall neither transfer nor assign this license nor grant any interest or privilege therein without prior approval, in writing, of the Town. If concessionaire is a corporation, then said concessionaire shall give notice to the Town of any change, transfer, assignment, or issuance of stock which would have the effect of changing any of the ownership or control of the concessionaire. Concessionaire shall have the right to assign this license to a New York State Corporation in which the concessionaire shall be a majority shareholder, provided that the Town shall receive ten (10) days written notice in advance of said assignment and shall consent in writing to said assignment.
29. SPECIAL EVENTS. Vendors will not be permitted to operate during special events (i.e. Arts & Crafts Fair at Town Hall Park) Vendors may obtain permission from sponsor of special events to operate. Vendor must notify Commissioner of General Services in writing, if permission is granted.
30. SPECIAL NOTE: Vendors are not permitted to operate during baseball, football, soccer, lacrosse or any other sporting event without the express permission of the sponsor of such league. Vendor must notify the Commissioner of General Services in writing, if permission is granted.
31. TANNER PARK & VENETIAN SHORES. Vendor shall not be permitted to operate at these facilities between May 20 and October 1 or at any other time the Beach Hut facilities are open. There will be no exceptions.
32. LOCATIONS AND HOURS OF OPERATION
The Town pools open the Saturday after the last of school. For the 2010 season, the pools will open Saturday, June 26, 2010. Pools are open Sunday through Saturday.

Town Hall Park
North Lindenhurst Pool
Deer Park Pool
Sawyer Avenue Pool
North Amityville Pool

NAME OF COMPANY _____

ITEM

RETAIL PRICE

FOODS

Frankfurter		\$ _____
Hamburger		\$ _____
Cheeseburger		\$ _____
Pizza (slice)		\$ _____
Soup		\$ _____
French Fries		\$ _____
Bagel Pretzel		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____
_____		\$ _____

PRE-PACKAGED SNACKS

SIZE

Cakes	_____	\$ _____
Cookies	_____	\$ _____
Potato Chips	_____	\$ _____
Pretzels	_____	\$ _____
Crackerjacks	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

<u>ITEM</u>	<u>WEIGHT</u>	<u>RETAIL PRICE</u>
<u>CANDY</u>		
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

<u>ICE CREAM & ICES</u>	<u>MANUFACTURER</u>	
Fudge Bar	_____	\$ _____
Ice Pop	_____	\$ _____
Italian Ice	_____	\$ _____
Ice Cream Cone	_____	\$ _____
Sundae	_____	\$ _____
Sandwich	_____	\$ _____
Dixie Cup	_____	\$ _____
Ice Cream Pop	_____	\$ _____
Snow-Cone	_____	\$ _____
Ice-cream 1/2 pint	_____	\$ _____
Ice-cream pint	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

DRINKS (HOT & COLD)

SIZE

Coffee	___ OZ	\$ _____
Decaffeinated coffee	___ OZ	\$ _____
Tea	___ OZ	\$ _____
Hot Chocolate	___ OZ	\$ _____
Iced Tea	___ OZ	\$ _____
Iced coffee	___ OZ	\$ _____
Soda (system dispensed)	___ OZ	\$ _____
Soda - can	___ OZ	\$ _____
Chocolate drink	___ OZ	\$ _____
Non-carbonated drink	___ OZ	\$ _____
_____	___ OZ	\$ _____
_____	___ OZ	\$ _____
_____	___ OZ	\$ _____
_____	___ OZ	\$ _____

LIST ADDITIONAL ITEMS TO BE SOLD

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

AUTHORIZED SIGNATURE OF BIDDER

PLEASE PRINT NAME