

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

Legal Notice
Town of East Haven
East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

The Town of East Haven seeks Proposals (“RFPs”) for the operation of the food and beverage concession facilities, inside the Town of East Haven Memorial Skate Rink at 71 Hudson Street, East Haven, for the season, beginning October 2024 through April 2025, with a renewal option through the following year. The successful applicant will be required to furnish the clientele of the concession with a suitable selection of food and beverages.

RFP Proposal Opening Date will be **Wednesday September 25, 2024, at 10:45 am in the Town Hall Lower Level Conference Room, 250 Main Street, East Haven CT, 06512**, where they will be opened publicly. Submissions received after that date will be considered informal/ late, and must be rejected.

Specifications and forms on which the proposal must be submitted may be retrieved and printed starting September 13, 2024, from the Town website:

<https://www.easthaven-ct.gov/bids-rfps> or from the Department of Administrative Services (DAS) procurement website: <https://portal.ct.gov/DAS/CTSource/BidBoard>.

There is no fee for the bid packet.

To view the preparation and serving facilities, please call for an appointment with **Chris Avena at (860) 303-8810** no later than Tuesday morning, September 17, 2024.

Sealed proposals, with qualifications and references, must be signed and submitted in duplicate, in a sealed envelope labelled **RFP No 25-02, Skate Rink - Food Concession** to J. Fain, Purchasing Agent, Lower Level, 250 Main Street, East Haven CT 06512, on or before the **September 25, 2024 opening at 10:45 a.m.**

The Director of Finance reserves the right to reject any or all submissions or to waive defects in same if it is deemed in the best interest of the Town to do so.

No Respondent may withdraw their proposal within thirty (30) days of the date of the opening.

Minority and female-owned companies are invited to participate and will be afforded full opportunity to submit responses and are encouraged to do so. The Town of East Haven is an Affirmative Action Equal Opportunity Employer.

James Keeley
Finance Director

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

East Haven Memorial Skate Rink RFP 25-02
Skate Rink Food Concession

The Concession Stand operation is located inside the East Haven Memorial Skate Rink complex at 71 Hudson Street, East Haven, CT 06512. It is a professional quality, fully equipped commercial kitchen, and includes all appliances. It is compliant with all local health district requirements. The selected Concession Operator, as lessee, will be responsible to administer all service operations, including a small dining area. The lessee shall provide all accessories and utensils for the restaurant operation, including plates, silverware, glassware, etc. The lessee is also responsible for the maintenance and cleanliness of that dining area, to the table tops and floor in the designated area while the concession stand is open.

The selected Concession Operator will create and post a selection of food and beverages for preparation/sale/service that is agreed as acceptable by the Recreation Director or designee.

The lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment necessary to maintain the leased premises in a clean, safe, orderly and inviting condition, satisfactory to the Recreation Director and / or designee.

The specific financial costs to the Town and to the Lessee are as specified in the Specifications.

The weekly hours of Concession operation for the first period of this agreement are to commence upon the execution of this Agreement, on or about October 10, 2025 through March, 2025 to conform with the Rink's hours during "Ice Season", with a closed period commencing on or about March 9, 2025.

An optional, modified service may be required during or following Ice Season for special events or town activities.

The Town enters into the initial agreement period with the intent that the selected Concession Operator will continue its operation during 'Off Ice' Season with a schedule by mutual agreement, and to be ready with the facility to reopen by Thursday, August 28, 2025 for the Tournament scheduled for the pre-Labor Day Weekend.

Rental fees will be due monthly from the Concession Operator to the Town.

Rental fee due April 1, 2025: will be waived to accommodate the flexibility by the Concession operator for the weeks closed between March and April, 2025.

RENEWAL OPTION – The Renewal Option for a second season is intended to be finalized by both parties during the Rink's April 2025 Off Ice Season, and no later than May 01, 2025, based on the update of the Rink's calendar of open hours and expanded events, to adjust the Concession Operator's most suitable service hours to the Rink's attendance.

The Renewal Option is defined as August 2025 through July 31, 2026.

Once the Concession Operator intends to continue operations, in agreement with the Town, and signs a **RENEWAL OPTION**, there will be another month of rental fee waived:

Rental fee due August 1 2025: will be waived to accommodate the flexibility of the Concession Operator.

NON RENEWAL - If the Concession Operator determines not to accept the **RENEWAL OPTION**, that notice is to be stated in writing no later than May 01, 2025, in order that the TOWN can solicit a replacement entity to be in place by August 2025 for the 2025-2026 season. Notice is to be in writing directly to

Assistant Director of Administration and Management, Ed Sabatino
Esabatino@easthaven-ct.gov

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

NOTICE TO RESPONDENTS and REQUIREMENTS

Inspection Prior to BID

Call for any Appointment for viewing the Rink and Concession facilities, by September 17, 2025. Please contact Chris Avena by telephone to **(860) 303-8810, leaving message if necessary.**

All other contact re this RFP is to be directed to esabatino@easthaven-ct.gov

Ed Sabatino (203) 468-3371
Assistant Director of Administration and Management
250 Main Street
East Haven, CT 06512

Calendar of Concession Operation

- The Town of East Haven will hold the successful RFP monthly rental fee firm for the first season of this Agreement, from the date of award, with an allowance for the closing of the Rink, therefore the Concession, for a period anticipated to be March 09, 2025 through mid-April 2025, exact dates to be determined based on the Rink's Spring 2025 ice and events calendar. Additional dates and events will be finalized as soon as feasible. The monthly rental fee for April 2025 will be waived for that purpose.
- Any other competitions and events that require adjustments to Concession hours of operation will be advised by Recreation Department to the Concession operator as soon as Rink schedules permit.
- The Skate Rink schedule has previously required the Rink close during 'non-ice' season, from approximately April 7 through July 30. Expansion of the Recreation Department's additional non-ice programs and events is intended to expand the use of the Skate Rink, thereby likely of food/beverage Concession service by the Concession entity selected in this RFP.

Renewal Option for the following season/year is therefore expected to continue with the existing Concession operator expected to reopen August 2025 service no later than Thursday August 28, 2025 for an extended weekend Labor Day tournament events.

- To be responsive to the calendar cycle, during the April closing period, if the Concession operator sees a need for changes to this initial agreement in order to continue the services as stated and agreed herein, those concerns must be expressed in writing to E. Sabatino as contact party, on or before May 01, 2025, for review by the Town in time to for both parties to finalize or decline the option to continue their operation of the Concession after August 1 2025 into the Fall season. The Town's

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

SUBMISSIONS OF PROPOSAL to the TOWN

- SUBM RFPs must be submitted on the RFP sheet a.
- Respondent will indicate estimated READY TO OPEN date on the RFP sheet.
- Proof of all certifications, licenses and insurances shall be submitted with this RFP application, if applicable.
- Please clearly indicate any substitutions contained in your RFP and which alternates or combinations of same are included in your RFP
- Envelope(s) must be submitted using RFP 25-02 with its title, and time of its opening. It is to be delivered to Joan Fain, Purchasing Agent
Town Hall Lower Level 250 Main Street East Haven CT. 06512 or mailed to that address in time for the Opening.
- It is the sole responsibility of the respondent to insure the RFP is received by the Purchasing Agent's office prior to the RFP Opening.

The RFP Opening will be conducted on Wednesday, September 25 2024 at 10:45 a.m. in the Town Hall Lower Level Conference Room.

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

FINANCIALS ASSOCIATED WITH THE CONCESSION

The costs of utilities (electric/water/gas) will be paid by the Town, maintenance and repairs of Town owned concession cooking equipment shall be paid for by the Town.

Hood cleaning by a licensed vendor shall be paid for by the Town but the scheduling of such cleaning and inspections shall be the responsibility of the selected vendor. Fire protection systems maintenance and inspection by a licensed vendor shall be paid for by the Town but the scheduling of such cleaning and inspections shall be the responsibility of the selected vendor.

The lessee shall keep and maintain in good condition all the equipment. This includes cleaning and sanitizing daily anything contained within the footprint of the concession and shall pay for all repairs, maintenance and upkeep for the following: cleaning and operation of all equipment, fixtures, and interior of the concession and snack bar, including but not limited to: grease traps; kitchen range hood; ducts and fans; all ceiling and air vents; window washing (interior and exterior) within the footprint of the concession.

Damage to Town owned concession equipment caused by negligence of the awardee shall be the responsibility of the awardee to repair or replace. The Town is not responsible for any additional cooking or

catering equipment the selected vendor brings on site to supplement their operations.

INSURANCE

The Town will not obtain any General Liability or Worker's Compensation Insurance to provide coverage for the lessee or employees of the lessee. The selected firm will be required to furnish certificates of insurance, including general liability, umbrella liability and workers compensation with the following minimum limits:

General Liability:	\$1,000,000
Umbrella Liability:	\$5,000,000
Professional Liability:	\$1,000,000
Workers Compensation:	Statutory
Employer's Liability:	\$1,000,000

Lessee coverage shall be primary and non-contributory. The Town of East Haven shall be named as additional insured on the general liability, and umbrella liability policy. Each policy shall include a waiver of subrogation in favor of the Town. All policies shall be kept in force throughout the duration of the project, with an extended reporting period of thirty-six (36) months after the agreement terminates.

To the fullest extent permitted by law, the vendor shall indemnify, defend and hold harmless the Town of East Haven and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees to the extent caused by the negligent acts, errors or omissions of the vendor, or those for whom the consultant is legally responsible in the performance of the work. Concessionaire and its employees shall not at any time enter the ice surface.

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

Obligations of the Concession Operator

Requirements listed here are the general terms, not fully inclusive, of the successive contract to be awarded.

The successful respondent is responsible for:

1. Operation of sales of food and beverage goods including the acquisition, storage, preparation, and sale of goods.
2. General maintenance to the facilities and associated concessions equipment required due to normal usage including, but not limited to, regular cleaning, maintenance and repair of concession equipment, regular cleaning within the footprint of the concession facilities floors, walls, counters, and general concession areas interior. The lessee is also responsible for the upkeep of cleanliness of the tables in the dining area including the table tops and floor in the designated area.
3. The menu is subject to the approval of the Recreation Director or his / her designee and shall include light fare typical of similar venues, breakfast sandwiches, hot dog, hamburgers, soups, light sandwiches, chips, snacks and hot and cold beverages.
4. Quality of Merchandise: All foods, drinks, beverages, confections, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure, and shall conform in all respects to Federal, State and Municipal Laws, Ordinances and Regulations.
5. Posting of Prices: All prices of all items shall be posted in full and open view of the public.
6. Prohibited Articles: No intoxicating beverages, tobacco products or illegal/illicit articles of any kind shall be kept, sold, given away, advertised or used in or about the premises. The sale of glass bottled goods is also prohibited. No popcorn or gum to be sold.
7. Licenses, Permits and Taxes: During the term of the contract the Concessionaire shall, at its sole expense pay all taxes and license fees associated with concession operations that shall accrue or become due under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of East Haven. Be responsible for obtaining all necessary licenses, permits, certifications, inspections and other such items under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of East Haven. Upon reasonable request provide proof of such to the Town of East Haven Department of Finance.
8. Payment: The successful respondent, as concessionaire, shall agree to pay to the Town of East Haven \$650 per month. Said monthly amount shall be evaluated annually during the month June. Subject to an increase for an amount not more than 20%. Any increase shall go into effect in September of the following season.
9. All existing equipment and repairs/improvements thereto shall remain property of Town of East Haven unless otherwise agreed upon.
10. Advertising: The concessionaire shall be responsible for any advertising and signage for the concession and shall be approved by the Recreation Director or his / her designee.
11. Pest Control: The Town of East Haven shall be responsible for maintaining adequate pest control of the facilities.

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

12. Right of Inspection: The Town of East Haven shall maintain the right of access and inspection of the facilities at any time during the term of the agreement.
13. Operation as Independent Contractor: Operations of the facilities shall be conducted as an independent contractor. In no way shall the Concessionaire, or employees or agents thereof, be considered an employee or agent of the Town of East Haven. The selected vendor is responsible for payment of their employees and all applicable taxes related thereto, if any.
14. Termination Upon Breach: If any installment or part thereof shall at any time be in arrears and unpaid or if the concessionaire should fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of the concession agreement on the part of the concessionaire to be kept and performed after ten (10) days written notice upon the concessionaire to pay the installment or to rectify the breach complained of, the Town of East Haven shall cause the concession agreement to cease, be utterly void and terminated, without prejudice to the Town of East Haven's right of action for arrears of installment payments or breach of covenant, present and prospective damages or any other cost or expense resulting from such breach on the part of the concessionaire.
15. Assignment, Transfers or Subleasing of the contract shall not be permitted.
16. Form of contract: The accepted bid entity/individual shall be required to execute a contract with the Town of East Haven.
17. The Concessionaire shall, at its sole expense pay all taxes and license fees associated with concession operations that shall accrue or become due under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of East Haven. Be responsible for obtaining all necessary licenses, permits, certifications, inspections and other such items under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of East Haven. Upon reasonable request provide proof of such to the Town of East Haven Department of Finance.
18. Payment: The successful respondent, as concessionaire, shall agree to pay to the Town of East Haven \$650 per month. Said monthly amount shall be evaluated annually during the month May, subject to an increase for an amount not more than 20%. Any increase shall go into effect in September of the following season.
19. All existing equipment and repairs/improvements thereto shall remain property of Town of East Haven unless otherwise agreed upon.
20. Advertising: The concessionaire shall be responsible for any advertising and signage for the concession and shall be approved by the Recreation Director or his / her designee.
21. Pest Control: The Town of East Haven shall be responsible for maintaining adequate pest control of the facilities.
22. Right of Inspection: The Town of East Haven shall maintain the right of access and inspection of the facilities at any time during the term of the agreement.

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

23. Operation as Independent Contractor: Operations of the facilities shall be conducted as an independent contractor. In no way shall the Concessionaire, or employees or agents thereof, be considered an employee or agent of the Town of East Haven. The selected vendor is responsible for payment of their employees and all applicable taxes related thereto, if any.
24. Termination Upon Breach: If any installment or part thereof shall at any time be in arrears and unpaid or if the concessionaire should fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of the concession agreement on the part of the concessionaire to be kept and performed after ten (10) days written notice upon the concessionaire to pay the installment or to rectify the breach complained of, the Town of East Haven shall cause the concession agreement to cease, be utterly void and terminated, without prejudice to the Town of East Haven's right of action for arrears of installment payments or breach of covenant, present and prospective damages or any other cost or expense resulting from such breach on the part of the concessionaire.
25. Acceptance of RFPs: No RFP shall be accepted from anyone who is in default of any material condition or provision of any former contract or agreement with the Town of East Haven.

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

HOURS OF OPERATION

The minimum period of operation of the restaurant is the Thursday before Labor Day through March 31 or whenever the rink is open for operation. Minimum daily hours for the concession during the period that the rink is open shall be:

- Monday-Thursday: 5PM-8PM**
- Fridays: 5PM-830PM**
- Saturdays 8AM-9PM**
- Sundays 8AM-9PM**

**or as rinks schedule dictates to including high school games and/or special events. The rink schedule will be given to the lessee at least 30 days in advance.

The concession schedule, and the food services may be modified by mutual agreement of the awardee and the Town of East Haven.

AWARD Selection Criteria

Candidates will be evaluated based on the following criteria:

The Town of East Haven shall select the responsible and responsive Proposal which is determined by the Town to be the best suited, most advantageous, and provides the best value to the Town on the basis of the criteria included in this RFP Proposal.

- Overall quality, thoroughness and responsiveness to the Town's requirements as summarized herein
- Proof of competency: required statement of qualifications and demonstrated experience of the vendor
- References of three (3) clients serviced by the proposed entity or individual
- Required State of Connecticut Licenses and any requirements designated by the East Shore District Health Department.

The Director of Finance reserves the right to reject any and all RFPs or to waive defects in same if it be deemed in the best interest of the Town of East Haven to do so. Minority and Female owned businesses are invited to participate, will be afforded full opportunity to submit RFPs and are encouraged to do so. The Town of East Haven is an Affirmative Action Equal Opportunity Employer.

East Haven Memorial Skate Rink
Food Concession
Request for Proposal 25-02

PROPOSAL FORM

**MEMORIAL ICE RINK FOOD AND BEVERAGE
CONCESSIONS STATEMENT OF QUALIFICATIONS**

This statement shall be submitted to assist in the evaluation process. The respondent may submit additional information if it would be of assistance.

Name of Respondent _____ Signature _____

e-mail address _____ Telephone _____

Doing Business As _____ Year Established _____

Permanent Office Address _____

If a Corporation, where incorporated _____

INCLUDE copies of any relevant State of Connecticut licenses/permits to perform the work required and involved.

Personnel - Please provide names of any key personnel and highlight any unique expertise, experience or training.

List the names and addresses of previous food leasing operations which you were responsible for, listing beginning and ending dates and references

List all other pertinent information, including financial background, indicating the ability of the organization and its management personnel to operate a successful, high-quality facility on the premises

Town of East Haven Memorial Skate Rink Food Concession
RFP 25-02

End of Request For Proposal RFP 25-02