

REQUEST FOR PROPOSALS
Lease and Operate the Concession Stand
at Dansbury Pool and Stroudsburg Borough Pool

PRE-PROPOSAL SITE VISIT AND MEETING: SATURDAY April 3, 2021 at 10:00 am
beginning at Dansbury Pool, 15 Day Street, East Stroudsburg, PA 18301

SEALED PROPOSAL MUST BE MAILED OR DELIVERED TO:

ATTN: Concessions Lease
SROSRC
15 Day Street
East Stroudsburg, PA 18301
Phone: (570) 426-1512

Proposals must be received by 4:00 pm on Friday, April 9, 2021.

1. **PURPOSE** Stroud Region Open Space and Recreation Commission is seeking a qualified food concession operation (hereinafter referred to as “concessionaire”) to lease and operate the concession stands at Dansbury Park (15 Day Street, East Stroudsburg, PA 18301, owned by East Stroudsburg Borough and managed by SROSRC) and Stroudsburg Borough Swimming Pool (1100 Main Street, Stroudsburg, PA 18360, owned by Stroudsburg Borough and managed by SROSRC).
2. **ISSUING AGENCY** This Request for Proposals is issued by Stroud Region Open Space and Recreation Commission. All questions regarding this RFP should be directed to Autumn Arthur, Executive Director at (570) 426-1512.
3. **SUBMISSION OF PROPOSAL** Proposals must be mailed or delivered to
ATTN: Concessions Lease
Stroud Region Open Space and Recreation Commission
15 Day Street
East Stroudsburg, PA 18301
Proposals must be received by 4:00 pm on Friday, April 9, 2021.
4. **SITE VISIT** The Dansbury site will be available for inspection at a meeting on April 3, 2021 beginning 10 am – 11 am, followed by Stroudsburg site 11:30 am – 12:30pm. Interested parties are strongly encouraged to attend this pre-proposal meeting and site inspection.
5. **PROPOSAL REQUIREMENTS** All proposals must contain the following information:
 - concessionaire and/or firm name, address, telephone number, fax number, and email address
 - federal ID number for firm, if you have one
 - date proposal is submitted
 - contact person
 - proposed lease amount (minimum \$4,000)
 - information on experience in food concession operation; provide names and phone number of clients or operators who can be contacted as references
 - include a sample menu of food and products being offered; healthy food options must be included
6. **REJECTION OF PROPOSALS** Stroud Region Open Space and Recreation Commission/ reserves the right to reject all Proposals whenever it deems it in the interest of the Commission to do so and also have the right to waive any informality in the proposals, and to award the Contract in the best interest of the Commission.
7. **PROPOSER ELIGIBILITY** Proposals will only be accepted from Proposers who are actively engaged in the restaurant/concession stand operations field. No Proposal will be accepted or contract awarded to any Proposer that is in arrears or is in default to SROSRC or the property owners (municipalities).
8. **PROPOSER’S QUALIFICATIONS** No proposal will be considered from any Proposer unless he/she is known to be skilled and has been regularly engaged in work of a character similar to that covered by the Specifications. The Proposer shall provide the Commission, in writing, evidence of their experience and familiarity with the work specified and the financial ability to prosecute properly the proposed work. The evidence requested, without being limited, should include the following:
 - the Proposer’s performance record with listing of work of a similar character and proportions in restaurant operation and provide names and phone numbers of clients who may be contacted as references

- such additional information as will satisfy the Commission that the Proposer is adequately prepared to fulfill the Contract

Stroud Region Open Space and Recreation Commission shall have the right to disqualify any Proposer who in the past, has not performed in accordance with the contractual requirements of a previous contract for a partner municipality.

9. **PRESENTATION OF PROPOSALS** The proposal must be presented or mailed to Stroud Region Open Space and Recreation Commission (15 Day Street, East Stroudsburg, PA 18301) in a sealed envelope on or before 4:00 pm on April 9, 2021. Envelope should be clearly marked ATTN: Concessions Lease
10. **CONTRACT AWARD** Stroud Region Open Space and Recreation Commission will either award the Contract within fifteen (15) business days of the proposal submission due date, or reject all Proposals. Award, if any, will be made to the best Proposer complying with the terms of the Contract as determined by Stroud Region Open Space and Recreation Commission.
11. **INSURANCE** Insurance certificates need not be submitted with proposal but must be provided prior to signing lease.

11.1 General Insurance Requirements

- 11.1.1 The Concessionaire shall not commence any operations or services on behalf of Stroud Region Open Space and Recreation Commission under this Contract until the Concessionaire has obtained at the Concessionaire's own expense all of the insurance as required hereunder and such insurance has been approved by Stroud Region Open Space and Recreation Commission. Approval of insurance required of the Concessionaire will be granted only after submission to Stroud Region Open Space and Recreation Commission, original certificates of insurance signed by authorized representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
- 11.1.2 Insurance as required hereunder shall be in force throughout the term of the Contract. Original certificates signed by authorized representatives of the insurers or, at the Commission's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Commission throughout the term of the Contract.
- 11.1.3 All insurance policies hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Commission.
- 11.1.4 No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Concessionaire from any liability or obligation imposed upon the Concessionaire by the provisions of the Contract.
- 11.1.5 If the Concessionaire does not meet the insurance requirements of this Contract, the Concessionaire shall forward a written request to the Commission for a waiver in writing of the insurance requirements not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Commission denies the request, the Concessionaire must comply with the insurance requirements as specified in this Contract.
- 11.1.6 Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Concessionaire, and are subject to the Commission's written approval. Any deductible or retention amounts

elected by the Concessionaire or imposed by the Concessionaire's insurer(s) shall be the sole responsibility of the Concessionaire.

11.2 Concessionaire's Insurance

11.2.1 The Concessionaire shall purchase and maintain the following insurance coverage at not less than the limits specified below or required by law, whichever is greater:

12.2.1.1 Commercial general liability insurance or its equivalent for bodily injury, personal injury, and property damage including loss of use, within the minimum limits of:

\$ 1,000,000 each occurrence;

\$ 1,000,000 personal and advertising injury;

\$2,000,000 general aggregate; and,

\$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. Liability arising from the premises and operations;
- ii. Liability arising from the actions of independent contractors; and
- iii. Contractual liability including protection for the Concessionaire from bodily injury and property damage claims arising out of liability assumed under this Contract.

12.2.1.2 Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following

- i. Liability arising out of the ownership, maintenance or use of any auto (if no owned autos, then hired and non-owned autos); and
- ii. Automobile contractual liability.

12.2.1.3 If the Concessionaire has any employees, workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

\$ 100,000 each accident for bodily injury by accident;

\$ 100,000 each employee for bodily injury by disease; and

\$ 500,000 policy limit for bodily injury by disease

12.2.1.4 If the Concessionaire is an individual or sole proprietor operating without workers compensations coverage, personal health insurance or its equivalent.

12.2.1.5 Umbrella excess liability insurance or its equivalent with minimum limits of:

\$ 1,000,000 per occurrence;

\$ 1,000,000 aggregate for other than products/completed operations and auto liability; and

\$ 1,000,000 products/completed operations aggregate

And including all of the following coverage on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and

iii. Employer's liability.

12.2.1.6 Concessionaire's professional liability (or errors or omissions liability) insurance or its equivalent with minimum limits of:

\$ 1,000,000 each claim or wrongful act; and

\$ 1,000,000 annual aggregate.

- 12. INDEMNITY** The Contract shall indemnify and save harmless SROSRC, Stroudsburg Borough, and East Stroudsburg Borough from and against all losses and all claims, demands, payments, suits, recoveries and judgments of every nature and description brought or recovered against him/her, by reason of any act or omission of said Concessionaire, his/her agents or employees, in the execution of the work or in the guarding of it.
- 13. SAFETY AND HEALTH REGULATIONS** The Concessionaire further agrees that should he/she enter into a contract with SROSRC, Stroudsburg Borough, and East Stroudsburg Borough to perform all or any portion of the work included herein, he/she will comply with all of the provisions of the Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction, contained in the Federal Register Volume 37, Number 243, part II, dated December 16, 1972. In addition, the Concessionaire agrees that they will meet the necessary requirements of both Stroudsburg Borough and East Stroudsburg Borough licensing for retail food facilities including, but not limited to obtaining a license to operate and successfully passing all inspections required for obtaining that license to operate.
- 14. AFFIRMATIVE ACTION REQUIREMENT** SROSRC is an EQUAL OPPORTUNITY EMPLOYER, and reserves the right to disqualify any contractor who practices discrimination in hiring and employment.
- 15. REVIEW OF PROPOSALS** All proposals will be reviewed and evaluated by the Executive Director of SROSRC to determine the proposal that best satisfies the requirements of SROSRC.
- 16. CONTRACT PERIOD** The approximate initial Contract Period is one (1) pool season (Memorial Day to Labor Day) from the execution of the contract, with hours of operation determined by SROSRC.
- 17. CONTRACT RENEWAL** SROSRC reserves the right to renew the contract annually with the Concessionaire, if service has been satisfactory and both parties agree in writing to said renewals.

**STROUD REGION OPEN SPACE AND RECREATION COMMISSION
PROPOSALS TO LEASE AND OPERATE THE CONCESSION STAND AT
DANSBURY POOL AND STROUDSBURG POOL**

SPECIFICATION

1. The Concessionaire will be granted the exclusive right and privilege to operate the concession stand at the DANSBURY and STROUDSBURG pools.
2. The exclusive right and privileges shall extend from the opening of the facility for the season (Memorial Day) to and including the day it closes (Labor Day). The concessionaire will be under no obligation to have the concession stand in operation at such times as the POOL is closed due to inclement weather or for maintenance and/or repairs. SROSRC, Stroudsburg Borough, and East Stroudsburg Borough will have no liability to the Concessionaire during such closures for loss of profits or other damages.
3. The Concessions stand's hours of operation shall be, but are not limited to (dates subject to change):

Monday – Sunday 11am – 8pm
4. The Concessionaire may, if he/she chooses, remain open for the Swim Team practice/events with the approval/permission of the SROSRC.
5. The Concessionaire, if he/she wishes, may open at other times to provide food service special events during park hours.
6. The Concessionaire will pay SROSRC for the use of the Lease Premises rental in accordance with the following schedule:
 - a. Four payments:
 - May 1 (equal to 50% of total lease)
 - June 1 (equal to 12.5% of total lease)
 - July 1 (equal to 25% of total lease)
 - August 1 (equal to 12.5% of total lease)
7. The Concessionaire must keep the concession stand in a clean and sanitary condition at all times and surrenders the concession stand to the SROSRC at the expiration of the lease in the same condition as it was when the lease began. Ordinary wear and tear is expected. Concessionaire will also assist with maintenance of the common area adjacent to the concession stand area as required because of food/drink spills or litter related to the Concession Stand operations. The Concessionaire shall be responsible for accepting all deliveries pertaining to the Concession operation.

The Concessionaire, at the Concessionaire's sole expense, shall arrange to have the concession stand site, including all equipment, cleaned and inspected annually by the Monroe County Health Department at the beginning of the season.

8. The Concessionaire will provide their trash and recyclables receptacles and empty trash and recyclables into the containers provided by SROSRC on a regular basis. Concessionaire shall, at Concessionaire's sole expense, provide for safe disposal of cooking oil and other related substances on a regularly scheduled basis. At the end of the seasons, Concessionaire shall, at Concessionaire's sole expense, arrange to have concession stand, including all equipment, professionally cleaned.

9. The concession stand is leased as-is. The Concessionaire will pay for all shelving, electrical fixtures, counters, and appliances necessary for the operation of the concession; however, they shall have the right to use any equipment furnished by SROSRC.
10. Concessionaire is not responsible for the cost of the following utilities serving the concession stand: electric, water, and sewer.
11. All items of equipment permanently attached to the walls or floors shall become the property of SROSRC and shall not be removed from the premises at the expiration of the Lease, free from any encumbrances.
12. SROSRC, Stroudsburg Borough, and East Stroudsburg Borough will assume no obligation or responsibility for safeguarding Concessionaire's equipment from acts of vandalism, loss, fire, theft or acts of God. The Concessionaire will be required to carry insurance for protection of his/her own property as noted in Section #12 of the General Information.
13. There will be no sale of alcoholic beverages or any items in glass containers.
14. The Concessionaire may not make any alterations, deletions, or additions in or to the leased premises without prior written approval of SROSRC.
15. The Concessionaire will provide, at their sole expense, all licenses, permits, equipment, supplies, materials and labor necessary for the satisfactory operation of the concession.
16. The Concessionaire will personally supervise and conduct or provide proper supervision for the concession and will engage as personnel only those who fully comply with all sanitation laws, local, state, or federal.
17. The Concessionaire will maintain accurate accounting records, which may be reviewed by the SROSRC, Stroudsburg Borough, and East Stroudsburg Borough upon request. For the purpose of such review, SROSRC, Stroudsburg Borough, and East Stroudsburg Borough, through its proper officers or designated agents, will have the right to take inventory of the concession upon twenty-four hour notice to the Concessionaire.
18. Concessionaire shall display to the public the prices for all items offered for sale.
19. SROSRC reserves the right to reject any or all proposals submitted, and to make the award in the best interest of the SRSORC.

**STROUD REGION OPEN SPACE AND RECREATION COMMISSION
PROPOSAL TO LEASE AND OPERATE
CONCESSION STANDS AT DANSBURY PARK AND STROUDSBURG POOL**

COMPANY NAME

OWNER/OPERATOR

FEDERAL EMPLOYER IDENTIFICATION NUMBER

ADDRESS

CITY

STATE

ZIP CODE

DAYTIME PHONE NUMBER

FAX NUMBER

EMAIL ADDRESS

PROPOSED SEASONAL LEASE AMOUNT: \$ _____
(minimum lease required: \$4,000)

I ACKNOWLEDGE THAT I HAVE REVIEWED THE ABOVE-REFERENCES REQUEST FOR PROPOSALS (RFP) AND UNDERSTAND THE SPECIFICATIONS AND REQUIREMENTS CITED IN THE RFP.

PRINTED NAME

DATE

SIGNATURE