Request for Proposal

Restaurant and Concessions

July 5, 2017

Rye Town Park

jgl FOODSERVICE CONSULTANTS

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Introduction and Timeline

Rye Town Park-Bathing Complex and Oakland Beach is a historic park and public beach located on the Long Island Sound at Rye, Westchester County, New York. It is located next to the famed Playland Amusement Park. The Rye Town Park Commission requests your proposal to operate their on-site restaurant, beachside snack bar and concession stand located at the North Gate of the beach. Food services are expected to begin in spring of 2018 with a total contract term of ten to twenty years. The food service facilities are currently operated by a private company whose license agreement with the Commission expires on 10/31/2017. Greater detail on this project is provided below.

The Rye Town Park Commission (hereinafter RTPC) seeks an experienced food service provider(s) (hereinafter Licensee or Operator) with outstanding credentials in restaurant and concession operations, experience operating within a community minded environment, and a demonstrated ability to grow sales across all food and beverage categories. RTPC is open to partnership/joint venture models that help create a greater variety of offerings between the three food service outlets; it is expected that one entity will be considered the lead and be responsible for managing the other. Although this will be a licensor/Licensee relationship, RTPC seeks a Provider(s) who acts as a partner with the Park Commission and is innovative, energized, and entrepreneurial in their approach to the RTPC operations.

This proposal provides background on the Park and outlines the structure for a relationship with a Provider. RTPC's primary interest is in developing a relationship with a party that can develop food and beverage offerings that complement and enhance the overall guest experience at the Park and help update and maintain the restaurant facility throughout the life of the Licensee.

JGL Food Service Consultants is managing this RFP process on behalf of RTPC. JGL and RTPC have scheduled pre-proposal conference(s) on July 24, 2017. Attendance on this day is mandatory for all who intend to bid. Conference times are available at 10:00 am and 3:00 pm. Upon receipt of the RFP, prospective bidders can sign up for one of the conference slots. It is understood that partnerships may be formed following this pre-proposal meeting. Proposals will be accepted from entities who had at least one member in attendance at one of the pre-proposal conferences.

Attendance at the pre-proposal conference should be confirmed to Tracy Lawler of JGL Food Service Consultants at (732)274-1694 or to tracy@jglmanagement.net no later than Thursday, July 14, 2017. JGL and RTPC will make every effort to grant preferred conference time slots but may need to assign

times as the restaurant will be open to the public and we are attempting to minimize disruptions. We recommend bidders sign up for conference times upon receipt of this RFP to ensure availability of their preferred time. Proposers should limit the number of conference attendees to no more than four people. Additional site visits may be scheduled following the initial conferences through Tracy Lawler of JGL.

Proposals must be valid for at least one hundred twenty (120) days from the date of submission. Provider will be required to furnish evidence of its ability to fund any proposed investment.

RTPC and JGL have identified the following critical dates:

Pre-proposal Conference	July 24, 2017
Questions due	August 7, 2017
Bid Due Date	August 28, 2017
Short List Notification	Week of September 11, 2017
Oral Interviews	October 4 and 11, 2017
Contract Award	Late October 2017

Project Background

The Rye Town Park Bathing Complex and Oakland Beach was designed in 1909 by architects Upjohn & Conable and landscape architects Brinley & Holbrook. It is situated on 28.1 acres of rolling terrain along the shore of the Long Island Sound. The park is bounded to the north by Rye Beach Avenue, to the south by Dearborn Avenue, to the west by Forest Avenue and to the east by the publicly accessible 34.5 acre Oakland Beach, stretching 1200' in length. Adjacent to the east is the beach area of Playland Amusement Park (National Historic Landmark). The boundaries of the park remain true to the original design and layout.

The park sits approximately 15 feet above the beach level, grounded securely by a rubble stone foundation/retaining wall on the eastern side. Character defining landscape features of the park include stone walls, a terrace overlook, a stone bridge, light fixtures, staircases and ramps, pathways, trees, plantings, lawns, a small lake and Oakland Beach. There are 17 structures within the park. Of these, six are historically significant and contribute to the architectural integrity of the site and are exemplary of a recreation facility designed at the turn of the 20th century. This cohesive collection of buildings, designed in the Spanish Mission Style, define the character and identity of the recreational

Bathing Complex.

Under the current license agreement, a waterfront restaurant is open seasonally providing both indoor dining and beachside snacks. During the summer a program of concerts, open-air theater performances, and public art exhibitions are organized by the park staff. Dog owners and their pets enjoy off leash opportunities every morning, in season from 6 am 9 am and off season anytime. Residents enjoy the massive park and beach for walks, sunning, sledding and other informal recreational activities.

The Park is easily accessible via Interstate 95, Interstate 287 Cross Westchester Expressway, and Metro North railroad.

Rye Town Park Commission

Rye Town Park was created in 1907 by Act of the New York State Legislature.

It is currently governed by the 6-person Commission whose members are appointed by 4 municipal jurisdictions:

- The Supervisor of the Town of Rye and his/her appointee (2 members)
- The Mayor of City of Rye and his/her appointee (2 members)
- The Mayor of the Village of Port Chester (1 member)
- The Mayor of the Village of Rye Brook (1 member)

On behalf of the Commission, the Park has historically been managed by the Town of Rye which currently employs 10 full time, 30 part-time staff, and approximately 100 seasonal employees from the local community.

The Commission has appointed a five member Committee to manage the process to select a new Operator. The Committee will make a final recommendation to the Commission. The selection decision will be made by the Commission. The Committee will be assisted by JGL Food Service Consultants in managing this selection process.

Rye Town Park Visitors

Rye Town Park is physically located within the City of Rye. The residents of both the Town (encompasses the Villages of Port Chester, Rye Brook and the Rye Neck portion of the Village of Mamaroneck) and City

of Rye enjoy discounted fees for parking and access, but, the Park is open to the general public without limitation. As a result, the population of the Town and City together measures more than 60,000 people, but draws from all over Westchester County, which has an overall population of approximately 950,000.

As one of the first sites ever to be set aside for public use at the dawn of the 20th Century, Rye Town Park is listed on the National Register of Historic Places. The park is well known for its breathtaking views of the Long Island Sound. Its pastoral setting and Spanish Mission Style buildings attract visitors from throughout Westchester County and the New York metropolitan area.

Site Details

Rye Town Park consists of approximately 28 acres of beach and 34 acres of parkland. The Park is open daily from 9 am-dusk. Dog walkers with permits may park as early at 6 am. Below is a map of the Park followed by a numeric listing of key sites throughout the property.

1. Lawn
2. Pond (#9 below)
3. Beach

4. Gazebo (#10 below)
5. Restrooms and showers (#8 and #11 below)
6. 70-seat restaurant (#6 below)
7. Two beach concession stands (# 4)
8. Two covered pavilions (# 12 below)
9. Maintenance building (# 13 below)
10. An administration building (#14 below)
11. 75,000 square feet paved parking area

RTPC Commission Goals

The Commission's goals with regard to Rye Town Park is to steward this singular and historic open space for its residents and future generations. The primary obligation of the Commission is to represent its community residents, optimize access and enjoyment of the park for the public, and provide oversight to the park's operations. The Commission's goals with respect to the restaurant and concession operation are to provide an amenity for visitors, generate more activity in the Park, and generate revenue to support the Park. Although the current operation is open seasonally, the Commission is interested in proposals that extend the season to shoulder months or beyond.

Current Restaurant Operation

The current restaurant operation is called Ocean Grille and is open seasonally beginning in April from 12pm to 12am. Following Memorial Day, the current operator opens at 7 am to serve pastries and coffee to early morning park visitors. The current lunch and dinner menu consists of steak, seafood, burgers and a strong beverage program. The restaurant currently seats 75-80 people in the dining room, 12 guests on bar stools at the indoor bars, an additional 12 guests on bar stools at the bar on the promenade side and another 140 people on the terrace overlooking the beach. While historical sales volumes are unavailable, sales volume was significant enough to support license fees of $102,000 in 2016.

The restaurant is currently open seasonally as there is no heating or central ventilation system. There is minimal plumbing (including two individual restrooms) and basic electric services.

Future Restaurant Operation

RTPC seeks an Operator interested in making significant investments towards the facility in an effort to increase earned revenue and develop an operation that extends to the shoulder season or beyond. The Committee is open to reviewing proposals for seasonal operations, extended shoulder periods and full year plans for the restaurant. Seasonal operations (May 1st thru October 1st) are considered a minimum requirement for bidding while extending operations to shoulder periods will be viewed favorably. The Committee is open to considering proposals that develop additional operating hours on a staged basis over the term.

View from the Restaurant Terrace

Total square footages for all front of house spaces in the restaurants are illustrated in the chart below:

	Square Footage	Location
Interior Dining Room	1,260	Main Floor
Bar off the Promenade	645	Main Floor
Bar in Restaurant w/ Tables	936	Main Floor
New Bar	0	Main Floor
Terrace	3,176	Main Floor
Total for Restaurant	**6,017**	

Restaurant Design and Implementation

RTPC anticipates that the selected Operator will identify architects and kitchen designers that they feel are most qualified for this project. Any work that is done to park property will be viewed as a collaborative effort. The selected firm will be responsible for securing all approvals and permits necessary to renovate the building from the City of Rye. Any new designs or alterations should be in keeping with the context of the park and its surrounding neighborhood. They should be consistent with the historic, architectural and social significance of the building and site.

It is also assumed that any engineering work proposed will be sensitive to environmental concerns. Rye Town Park is bordered on three sides by residential properties, including both single family homes and a large condominium complex. Any proposed changes to the Park must take into consideration the following potential neighborhood impacts: sound, air and water quality, lighting, traffic generation, aesthetics, and public life safety.

Any plan should be carefully examined for potential adverse environmental impact and will be required to undergo an environmental review process in accordance with the NY Environmental Conservation Law as implemented by 6 NYCRR Part 617 (SEQRA).

It is the desire of the Commission to protect the natural elements of the park, such as the lawns, shrubs and mature tree specimens. Sanitary sewage and solid waste are to be responsibly managed and consistent with the Clean Water Act. The integrity of the beach ecosystem and Long Island Sound waters should not be negatively impacted.

Snack Bar

The snack bar is 1,890 square feet and located on the lower level of the restaurant. There are four 'garage door' openings that allow beachgoers to walk up directly to the counter and place orders without having to leave the sand. The current Operator is a Nathan's franchisee and will be opening a Nathan's location at this snack bar.

Alcohol is permitted to be served on premises, but not currently allowed to be served on the beach itself. However, RTPC and its current and former Operators have discussed alternative scenarios that may make this possible. RTPC is open to considering alcoholic beverage service options in a specified area on the beach as long as all legal requirements are addressed.

The snack bar shares a prep area with the restaurant on the lower level of the main restaurant facility.

Snack Bar

North Gate Concession

The North Gate concession is located at the North Gate entrance to the beach. This concession stand has service window access on the beach side as well as on the promenade side. The promenade connects Rye Town Park and Rye Playland. It is also a very popular area for community residents to walk their dogs, jog, bike ride and participate in other recreational activities. The accessibility to the promenade allows for increased opportunity to capture sales from those that are not visiting the beach or the restaurant. The North Gate Concession is 572 square feet (this includes all prep areas and storage).

As mentioned above, the current Operator plans to activate a 2nd Nathan's outlet at the North Gate concession space. The prior Operator sold snacks, ice cream, beverages and sundries including sun tan lotion, beach balls and floating devices. RTPC requires food and beverage offerings at the North Gate concession and is open to non-food and beverage items as well.

Kitchens

The main kitchen is located within the restaurant facility on the main floor. There is a prep kitchen located on the lower level that supports both the restaurant and the snack bar. There are two walk in

refrigerators located on the lower level. Below are the approximate square footages and location of each of these spaces:

	Square Footage	Location
Main Kitchen	110	Main Floor
Prep Kitchen	2,007	Lower Level

Catering and Events

RTPC encourages the selected Operator to develop their catering and event business as long as regular hours of operation for the restaurant are not compromised. Rye Town Park has three rentable open air spaces, including two Pavilions that are located near the restaurant and an open grilling area located near the North Gate concession. The Pavilions reflect the historic mission style architecture and are available for rent through the RTPC administrative offices. Catering for the pavilions will not be exclusive, however if the Operator is interested in marketing these spaces and developing greater private event business, RTPC will support their efforts.

Rentals are allowed (between April 1st and Labor Day) seven days a week between the following times:

12:00pm - 4:00pm
1:00pm - 5:00pm
5:00pm - 9:00pm
6:00pm - 10:00pm

Rental rates and descriptions of the pavilions are below:

Space	Max Guest Count	Number of Hours Included in Rental	Rental Rate	Included Elements	Additional Costs
Pavilion 1	100	4	$450 (Mon-Fri) $550 (Saturdays, Sundays and Holidays)	Tables, Chairs, Set Up and Grills	Beach access and Parking
Pavilion 2	100	4	$450 (Mon-Fri) $550 (Saturdays, Sundays and Holidays)	Tables, Chairs, Set Up and Grills	Beach access and Parking
North Beach Barbeque Area	25	4	$100	Grill	Beach access and Parking

Loading Path / Storage Areas

Delivery trucks can access the path that leads directly to the restaurant. All storage for concessions and the restaurant are located in the lower level of the restaurant.

Responsibilities

The Operator's responsibilities are illustrated in the chart below:

Restaurant, Snack Bar, North Gate Concession	Operator
Structural repairs and maintenance to building, (including floors, membranes, walls, ceilings, plumbing, and electrical)	X
Window washing, re-lamping, and ceiling maintenance	X
Kitchen equipment	X
Utilities	X
Trash dumpsters and removal from facility	X
Pest control	X
Permanent ware for Restaurant	X
Provision of all food and beverage services as outlined in this document	X
Provision of staff to facilitate food & beverage services as outlined in this document	X
Start-up and pre-opening costs	X
Operating Costs including but not limited to food, beverage, labor, supplies, disposables, condiments, insurance, routine equipment maintenance, transportation, uniforms, flowers, marketing, signage and other standard operating costs	X
Sanitation and janitorial services as described below	X
Scheduling of and payment for all regular maintenance on kitchen equipment including but not limited to cleaning of grease traps and Ansul System	X
Kitchen equipment repair	X
Loose kitchen equipment, small wares, and serving wares	X
POS system and POS server	X
Insurance as outlined below	X
Provision of all required office equipment including computer and fax	X
Internet Access	X
Design Concept and Implementation	X
All Required FF&E	X

Please note: RTPC owns the current Ansul System in the Restaurant Kitchen. As stated in the chart above the licensee will be responsible for regular maintenance and upkeep.

Terms

Grant: The selected Operator will be required to maintain consistent hours of operation for each food and beverage outlet. The expectation is that (at a minimum) the restaurant will be operational for lunch and dinner during most if not all weekdays and weekends during the Summer Season and national holidays. The snack bar and North Gate concession are assumed to be operational daily between 9am and 4pm. Proposals that allow for longer hours and year round operation are welcome. The Commission will have access to the building for purposes of conducting official oversight, and also for security and park maintenance purposes.

Investment: RTPC looks to the selected Operator to provide the appropriate investment needed to update the restaurant to modern standards. As this is a long term relationship, RTPC would like the Operator to allocate specific funds over time to ensure that the property is maintained over the length of the lease. The Operator shall be responsible, at its sole cost and expense, for the completion of all improvements which shall include at a minimum the items as listed below:

1. Floor plan
2. Insulation
3. Improve indoor and outdoor lighting. The use of energy-efficient lighting is highly encouraged.
4. All necessary repairs, upgrades to the interior/exterior including but not limited to plumbing, electrical, structure, roof, HVAC, windows, lighting, utility repairs/upgrades, sub metering, and painting. Proper permits, inspections and CO's must be placed though the City of Rye Building Department.
5. Replace exterior doors and install ramps compliant with ADA and appropriate for the historic character of the building-all as approved by the Commission.
6. Restrooms must be upgraded and repaired to be ADA compliant in a manner that is approved by the Commission and the City of Rye. The relocation of one or more of the restrooms will be given consideration by the Commission.
7. Heat and hot water.
8. Repair and maintain the deck.

9. Waste drainage, backflow preventer, plumbing fixtures, water supply and drainage piping, plumbing equipment and grease separator must be compliant with New York State code and cleaned as needed. Direct waste lines for food-related fixtures must be replaced by indirect lines.
10. Any proposed signage shall be reviewed and approved by the Commission and approved by the City of Rye Board of Architectural Review.
11. Updating of full and/or partial kitchens within the restaurant will require full building code and health department compliance regarding all aspects of the improvements, including plumbing, fire suppression, electrical work and venting though the City of Rye departments.
12. The Operator shall be responsible for all permits, including, but not limited to, health, sanitation and recycling.

All Operator investment (excluding pre-opening expenses) shall be amortized over the term of the contract on a straight-line basis and will be subject to buy-back protection. Title for all items funded by the investment reverts to RTPC at contract termination.

Financial Relationship: Provider will be an independent contractor with respect to RTPC. RTPC seeks a profit-and-loss relationship with License Fees or percentage based compensation to RTPC. RTPC shall retain the right to audit Provider's sales records during normal business hours.

Joint Venture: RTPC is open to a joint venture or partnership model as long as the relationship is legitimate. RTPC would require one entity to be the lead from an overall contract administration point of view.

Rent: Rent will be paid in the form of a license fee, a percentage based commission, or a combination thereof**.** Commission rates may be based upon product categories and may be staggered. Net receipts are defined as gross receipts less any applicable state or local sales tax. Tiered structures with increasing percentages are acceptable.

Marketing and Public Relations: RTPC assumes that the selected Operator will develop a strategic marketing to help promote the restaurant and in-turn the Park. All marketing and public relations materials must be reviewed and approved by RTPC.

Term and Termination: The initial contract period is 10 – 20 years from inception of service. Service will commence in 2018, a date to be mutually agreed upon by the Parties. Provider will be responsible for initiating building updates and investment proposed prior to the restaurant opening in spring of 2018. Provider will relinquish occupancy of the facility to RTPC upon the effective date of termination, and will return all facilities, equipment, and other items furnished by RTPC in the condition in which received, reasonable wear and tear excepted. Provider will be responsible for all losses and damages to the food service facility resulting from its default, failure, or negligence during the term of the contract.

Early Termination: The License agreement between RTPC and the selected Operator will contain language that allows RTPC rights for early termination for convenience or cause to be negotiated between the parties. Buy back protection of Operator investment will be negotiated.

Discounts: RTPC will not require the Operator to provide discounts to RTPC staff, members or volunteers. Discounting will be at the Operators discretion.

Menus and Uniforms: The specific menus and uniforms for the restaurant will be left to the discretion of the Provider subject to the approval of RTPC.

Insurance: Provider shall be required to carry general liability of $1,000,000 per occurrence, $2,000,000 in aggregate; $5,000,000 umbrella liability; and $2,000,000 liquor liability per occurrence. Provider must all provide building coverage in the amount of $500,000, and minimum Workers Compensation as required by New York State. The coverage must be with an A rated or better admitted carrier. The policy must name the Commission, the Town of Rye and the City of Rye as an additional named insured on a primary and non-contributory basis.

Indemnification: In addition to the insurance requirements above, the Licensee shall be required to defend, indemnify and hold the Commission, the Town of Rye and City of Rye harmless from any and all claims, costs, losses and expenses in connection with operation of the Restaurant. Subject to review and approval by the Commission's insurer.

Taxes: Licensee shall be responsible for any and all taxes and fees, if any, levied against the property or the business.

Alcoholic Beverages: The Licensee is responsible for applying for and receiving all licenses required for serving and selling of alcohol. Subject to the approval of the Commission, the Licensee is responsible at the Licensee's expense to obtain and display a New York State liquor license.

Security of the Premises: Licensee is required to supply, install and maintain a security system as approved by the Commission. Copies of the security recordings and access must be granted to Commission and local police department for any investigations.

Trash and Garbage: All garbage is to be contained and dumpster area kept clean of all waste. Waste removal will be the responsibility of the Licensee.

Janitorial and Cleaning: The licensed property must be maintained in good and serviceable condition and repaired/replaced as necessary during the term of the Licensee. Licensed property including any trash enclosures must be kept clean and free of obnoxious odors. Licensee will be responsible for the upkeep and cleanliness of the area immediately around the restaurant building. The exterior building lighting and nighttime security lighting within the building must be maintained at the sole cost and expense of Licensee.

Personnel: All personnel must be neatly attired in uniforms approved by RTPC. All culinary personnel must wear hair restraints and gloves while serving food. All personnel must meet standards of conduct required for RTPC personnel. RTPC has the right to request replacement or assignment of staff who do not meet its standards of conduct or customer service requirements.

Provider Reporting: The Provider will submit to RTPC within 10 business days after the end of each month a commission statement certified as current, accurate, and complete by Provider CFO. Provider must agree to supply information in a format and on a timeline as specified by RTPC.

Records: Provider shall keep accurate and complete records of all revenues and expenses in connection with the operation. Cash register tapes, invoices, sales slips, bills, vouchers, payroll records, purchase orders, and other pertinent records that are recognized under typical accounting and industry practices shall support such revenues and expenses. This information shall be available for three (3) years subsequent to the Provider's fiscal year for inspection by RTPC during regular working hours and shall be

subject to audit by RTPC or its agents at any reasonable time. Provider shall also be subject to periodic, unannounced audits of the food service facilities by representatives of RTPC.

Cleanliness and Hygiene: Provider shall be responsible for continually insuring that its employees are following established hygienic practices in the preparation, storage, handling, and serving of food. Provider is required to develop, implement, and communicate policies and procedures that satisfy all local and state health, food, and regulatory agencies.

Good Standing and Permits: Provider is required to represent and warrant that it is in good standing in the state of its incorporation, and is in good standing and qualified to do business in the State of New York. Provider shall provide copies or other evidence thereof to RTPC upon request. Provider shall acquire, post, and maintain for the life of the contract, in an approved location, all licenses, permits, and other legal documents required by local, county, state, or federal governmental units, including those pertaining to labor. Provider is expected to adhere to all local, state, and federal labor laws.

Emergencies: Provider shall immediately notify RTPC in the event of fire or other emergency by calling the emergency telephone number. Provider shall train all employees to respond to fire, civil defense, bomb threats, evacuations, and other emergencies based on procedures established by RTPC. Provider will give prompt written notice of any fire or other damage occurring to the premises and a copy of all notices received by the Provider of any claim for bodily injury occurring within the building to a designated RTPC representative. In addition, the Provider is required to give prompt notice of any injury sustained by any of its employees or agents.

Restrictive Covenant: Neither party may hire employees of the other for a period of one year following termination unless prior written consent is obtained.

Parking: RTPC will provide the Operator with an agreed upon monthly credit that covers the course of the season. The Operator may use the credit to offset patron parking charges in whatever manner they see fit.

Proposal Requirements

Sealed proposals must be submitted in eleven complete sets with two electronic versions. Proposals will be assumed to incorporate the terms, provisions, and specifications of the Request for Proposal unless the Provider clearly describes any deviation in the proposal. Proposals and their content become the property of RTPC and RTPC may use such information from the Proposals as it elects, in its sole discretion, regardless of whether Provider is the successful bidder in the RFP.

Your proposal should indicate the individual(s) having authority to contractually bind your company and the name and contact information for the name of the person to be contacted during the evaluation of proposals.

Please organize and tab your proposals in the following sections:

1. **Corporate Organization and History**: Please provide a brief description of the history and background of your organization. Provide ownership structure and corporate organization. Include two years of financial statements or annual reports. If investment and/or operating capital are to be funded from a source other than existing capitalization, a financing plan must be attached.

2. **Relevant Experience and Resources**: RTPC is particularly interested in experience developing successful restaurants (including seasonal restaurants) within a sixty mile radius. Prior experience with public parks, municipalities or government entities should be noted. Provide a brief firm history and discuss current operations in the tristate area and other comparable operations nationwide (if applicable). Discuss the unique attributes your firm would bring to the project. Provide current restaurant sales volume and seating capacity at all locations.

3. **Restaurant and Concession Menus**: Present your menu and concept for the restaurant. Please include a sample priced menu for lunch and dinner. Include sample priced menus for the snack bar located on the beach and the North Gate concession. Menu items should include lunch, snacks and beverages and may include non-food and beverage offerings. All creative ideas that encourage variety are welcome. Provide proposed operating hours and months of operation for each individual outlet.

4. **Marketing**: Share with us your experience in marketing other restaurants. Provide a top level marketing plan outlining methods to drive restaurant sales along with a timeline. Detail anticipated marketing efforts and expenditures on behalf of the restaurant on an ongoing basis.

5. **Design:** Develop full floor plan drawings, renderings and specifications for the improvement of the building, together with a detailed cost estimate (or contractor's written proposal) for review and approval by the Commission. Provide images including mood boards, inspiration or other visual elements that portray the look and feel of the restaurant. (Note: a list of anticipated improvements can be found in the investment section of the RFP under Terms.).

6. **Financial**: Provide (A) Sales Projections and Profit and Loss: Please provide detailed sales projections for all sources (restaurant, snack bar, concessions) for the first three fiscal years (including alcohol). Complete the retail food operations tab on the excel spreadsheet named RTPC Financial Worksheet for the first year of operations. (B) Provide a profit and loss estimates and detail rent or commission for all segments of business. (C) Investment: Outline investment, detail categories, and indicate maximum. Complete the investment tab on the excel spreadsheet named RTPC Financial Worksheet. (D) Detail the amount of capital expenditure budgeted for future years.

7. **Sanitation and Safety Practices**: Briefly describe sanitation and safety practices and the anticipated program to reinforce standards in the food service facility. Outline sanitation and safety inspection procedures. Provide a sample copy of any checklist used during inspections. Indicate frequency of inspections and the individual(s) responsible for completing the inspections.

8. **Management Structure**: Please provide an organization chart and resumes for candidates proposed for key operating roles. If a General Manager candidate has been identified provide his or her resumé. Please note that RTPC will ask to interview and approve the proposed General Manager candidate prior to assignment.

9. **Staffing**: Please provide detailed staffing charts for the restaurant and concessions. Provide an organization chart detailing onsite management staff.

10. **Training:** Please detail your recruitment plans for this account. Be as specific as possible and provide description of training programs by job function. Provide examples of your training program for both management and line employees.

11. **No Lobbying Affidavit**: All bidders are required to sign the No Lobbying Affidavit found in the Appendix of this document. Proposals that do not include a signed affidavit will not be considered valid.

12. **References:** Please provide three to five references. These may be landlords, account managers for leased properties, major vendors, or banking references.

Proposals must be submitted in eleven complete sets and three electronic versions. Electronic files can be submitted using a document delivery service such as Hightail or Dropbox.

Proposals will be assumed to incorporate the terms, provisions, and specifications of the Request for Proposal unless the Provider clearly describes any deviation in the proposal.

Proposals should be sent to:

9 Copies to: Debbie Reisner
(And electronic) Chief-of-Staff to the Supervisor, Town of Rye
Secretary to the Rye Town Park Commission
222 Grace Church Street
Port Chester, NY 10573
DReisner@TownofRyeNY.com

1 Copy to: Tracy Lawler
(And electronic) JGL Food Service Consultants
224 Cleveland Lane
Princeton, NJ 08540
tracy@jglmanagement.net

1 Copy to: Brooke Botwinick
(And electronic) JGL Food Service Consultants
12 Carol Lane
Tappan, NY 10983
brooke@jglmanagement.net

All proposals must arrive no later than 5pm (EST) on August 28, 2017.

Right of Refusal: RTPC reserves the right to award the contract to a bidder other than the highest return proposal, to reject any or all proposals, and to waive any of the requirements of the bid selection procedures set forth herein.

Questions

Questions will be answered during the mandatory bidders meetings on July 24, 2017. Following the bidders meeting additional questions to be submitted electronically no later than August 7, 2017 to:

Tracy Lawler
Tracy@jglmanagement.net

APPENDIX

Governmental Approvals

The contract between the Park Commission and the Preferred Bidder will be contingent upon and require the Preferred Bidder to obtain all licenses, permits (including building, demolition, alteration, use and special permits), consents, approvals, certificates (including temporary and permanent certificates of occupancy), rulings, authorizations, variances, or amendments to any of the foregoing as shall be necessary or appropriate under any law, to commence, perform, or complete any construction, or for the zoning, rezoning (to the extent that this contract allows), use, occupancy, maintenance, or operation of the Park in accordance with the Preferred Bidder's plan ("Governmental Approvals"). All costs associated with obtaining the Governmental Approvals shall be the contractual responsibility of the Preferred Bidder. The Park Commission will cooperate with the Preferred Bidder to the extent possible to obtain the Governmental Approvals.

Non-Collusion

The Responder, by signing the proposal, warrants and represents that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any Town of Rye, City of Rye, Village of Rye Brook, Village of Mamaroneck or Village of Port Chester employee, officer or official.

Conflict Of Interest

The award of a contract is subject to provisions of all Federal, State and local laws. All Responders must disclose with their proposals the name of any officer, director or agent who is also an employee of the Town of Rye, City of Rye, Village of Rye Brook, Village of Mamaroneck or Village of Port Chester. Further, all Responders must disclose the name of any Town of Rye, City of Rye, Village of Rye Brook, Village of Mamaroneck or Village of Port Chester officer, employee, or elected official who owns, directly or indirectly, an interest of ten percent or more in the Responder or any of its subsidiaries or affiliates.

No Lobbying

All contractors, firms or individuals are hereby placed on notice that any communication, whether written or oral, directly or indirectly through third party intermediaries with the Town of Rye, City of Rye, Village of Rye Brook, Village of Mamaroneck or Village of Port Chester elected officials or any members of the Rye Town Park Commission or any other staff or employee of the Town of Rye or working with or for the Rye Town Park Commission in respect to this request (with the exception of the personnel designated to receive requests for interpretation or corrections) is prohibited. These persons shall not be lobbied, either individually or collectively, regarding any request for bid, proposal, qualifications and/or any other solicitations released by the Rye Town Park Commission. To do so shall be grounds for immediate disqualification from the selection process.

All contractors, firms or individuals must submit the attached No Lobbying Affidavit with their submittal response stating that they and their subcontractor, sub-contractor, sub consultants and agents agree to abide by the no lobbying restrictions in order to be considered for this request.

Any contractor, firm or individual that does not submit the required No Lobbying Affidavit shall be automatically disqualified from further consideration.

NO LOBBYING AFFIDAVIT

STATE OF New York COUNTY OF

This day of 2017_____, being first duly sworn, deposes and says that he or she is the authorized representative of (Name of the contractor, firm or individual), maker of the attached request for bid, proposal, qualifications and/or any other solicitation released by the Rye Town Park Commission, and that the bidder and any of its agents agrees to abide by the Rye Town Park Commission's no lobbying restrictions in regards to this solicitation.

_____

Acknowledgement

On the ____day of_____in the year 2017, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

MINORITY AND WOMEN-OWNED BUSINESS CERTIFCATIONS

The Town of Rye encourages submissions from minority and women-owned business enterprises (MWBE) and Section 3 Businesses, specifically, firms that are listed on HUD's Section 3 Business Registry and New York State M/WBE Directory of Certified Firms.

If you wish to be considered as a minority or women-owned business enterprises (MWBE) or a Section 3 Business, complete and submit this form with your proposal.

If you do not answer the questions, we will assume that you do not wish to be considered a minority and/or women- owned business.

Name of Proposer_____ Date___ Principal Completing This Form: _____
_____ Signature_____

Are you listed on the New York State W/WBE Directory of Certified Firms? Yes No

If yes, what is your Vendor Commodity Code? _____

Are you listed on the HUD Registry of Section 3 Business? Yes No