

**Request for Proposals:**

**VA-23-003  
Café Concession Operator  
at Flint Park**

**November 13, 2023**



**Village of Larchmont, NY**  
120 Larchmont Avenue,  
Larchmont, NY 10538

**Proposal Due Date:  
December 08, 2023**





### **Purpose**

The purpose of this Request for Proposals (RFP) is to identify and retain a food service operator (also known as “Licensee”) to provide café food services at a newly renovated café and assembly space within Larchmont’s Flint Park Tennis Pavilion. Renderings of the building and a schedule of the appliances are attached to this document as “Appendix A”.

### **Background**

In partnership with the Flint Park Conservancy, the Village has undertaken renovations and replacements to most of the park’s facilities. The goal is to create a community destination with active and passive amenities, serving individuals as well as various local & regional athletic organizations.

As it is anticipated that the attendance and attractiveness of the park will be bolstered from these renovations, the Village wants to ensure that park patrons have access to quality food and drinks. The park is open seven days per week, 365 days per year, generally from dawn until dusk. The exception to this is paddle court hours, which are until 10:00 PM during the paddle season.

The Village’s goals with respect to the café concession operation are primarily to provide an amenity for visitors, generate more activity in the park, and generate revenue to support the park.

### **Area Description**

Flint Park encompasses approximately 27 acres along the Long Island Sound within the Village of Larchmont. As the largest of the Village’s parks, Flint Park includes popular athletic & recreational

facilities, nature trails, open space and two support buildings (Playhouse and Tennis House). Flint Park is also home to the American Legion Post 347 Auxiliary. Major renovations on many of the park's amenities are underway and expected to be substantially completed in 2024. These include state-of-the-art paddle courts, an expansive playground area suitable for ages 4-12, new basketball courts, and updated playing fields. The site is also immediately adjacent to the Hommocks Middle School with an estimated enrollment of 1,250 students.

### **Building Description**

The building is approximately 1750 square feet with:

- A large outdoor patio terrace approximately 1700 additional square feet.
- New restrooms, Men's (3 fixtures), Women's (2 fixtures).
- A 125 square foot warming kitchen comprised of the following provided equipment:
  1. 200 amp electrical power;
  2. Wall oven.
  3. Commercial Dishwasher;
  4. Hand Sink (in corner)
  5. Two under counter fridges - 1 locked for cafe partner; and
  6. Double ice machine with drain.

There is no natural gas on-site and no grease traps (no grease traps required). It is not a commercial kitchen, and the expectation is Licensee will have an off premise commercial kitchen. The Licensee is permitted to provide additional equipment to operate their business (i.e., Espresso machine, coffee brewer, toaster, blender). This can be housed on the 11-foot-long front side of the kitchen with a provided lockable roll-up concession door.

The building seating capacity is approximately 80-100 total (30-40 inside + 50-60 outside) and a parking count of 62 presently in Flint Park (with an additional 23 parking spaces being added in 2024-25).

Indoor and outdoor tables and furnishings will be supplied, with images provided in Appendix A. Licensee must maintain cleanliness of said furnishings and, if alternatives are desired, must consult with the Village.

Village is open to proposals from proposed Licensees on how to build exclusive lockable space into floorplan to meet the needs of a Licensee while still maintaining the character and objective of Village. The building is in the final phases of completion, but there is still time to accommodate Licensee's suggested (minor) modifications. Interested Licensees Licensee are encouraged to consult with Village.

### **Responsibilities**

The Licensee's responsibilities are listed below:

- Maintenance to the leased area (including floors, membranes, walls, ceilings, plumbing, and electrical)
- Window washing and general exterior maintenance (keeping the patio and immediate pathways broom-swept clean, keeping area free of litter, etc.)
- Provide, install, and utilize Licensee's own kitchen equipment (beyond warming kitchen equipment

provided by the Village)

- Utility costs (electricity, telephone, internet)
- Trash (transporting garbage to the dumpster area)
- Pest control
- Provision of all food and beverage services as outlined in this document
- Provision of staff to facilitate food & beverage services as outlined in this document
- Start-up and pre-opening costs (including but not limited to: move-in costs, installation costs of Licensee's own equipment; signage, branding, and advertising; supplies; utility connections; insurance; legal fees; etc.)
- Operating costs including, but not limited to, food, beverage, labor, supplies, disposables, condiments, routine equipment maintenance, transportation, uniforms, flowers, marketing, signage
- Other standard operating costs, such as sales tax and other regulatory fees
- Sanitation and janitorial services as described below
- Kitchen equipment repair
- Loose kitchen equipment, small wares, and serving wares
- POS system and POS server
- Insurance as outlined below
- Design Concept and Implementation
- All furniture, fixtures, and equipment, required for the intended operation (aside from those listed in this document as provided by the Village)
- Care for any furniture, fixtures, and equipment, provided by the Village, including maintenance, cleaning, and repair of any damages

## Terms

**Hours of Operation:** The selected Licensee will be required to maintain consistent hours of operation. The expectation is that (at a minimum) the café will be operational for all weekends from May 01 through October 31, and most (if not all) weekdays. The Licensee would be expected to close operations by either 4 or 5 pm on most days to allow space to be rented for community events (i.e., birthday parties, team parties etc.). The Licensee may offer services to community events, but not on an exclusive use and access basis. The Village will have access to the building for official oversight purposes, booking for community events, and security and park maintenance purposes.

**Financial Relationship:** Licensee will be an independent contractor with respect to the Village. The Village will consider and evaluate one or more financial models proposed by the respondents to the RFP. Options include:

- License Fees

- Percentage-based compensation
- Flat rent
- Tiered structures with increasing percentages
- Combination of above, or other

The Village shall retain the right to audit Licensee's sales records during normal business hours (as provided in the licensee agreement).

**Joint Venture:** The Village is open to a joint venture or partnership model. The Village would require one entity to be the lead from an overall contract administration point of view.

**Marketing and Public Relations:** The Licensee will develop a strategic marketing plan to help promote the café. All marketing and public relations materials must be reviewed and approved by the Village.

**Term and Termination:** Depending on the proposal, the Village is open to considering a short initial trial-term period. The expectation is to negotiate a contract term period of 2-5 years or longer. Service shall commence in 2024, on a date to be mutually agreed upon by the Parties. Licensee will relinquish occupancy of the facility to the Village upon the effective termination date, and will return all facilities, equipment, and other items furnished by the Village in the condition in which received, reasonable wear and tear excepted. Licensee 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 the Village and the selected Licensee will grant the Village rights for early termination for convenience or cause to be negotiated between the parties. Buy back protection of Licensee investment will be negotiated.

**Discounts:** The Village will not require the Licensee to provide discounts to Village staff, officials, or volunteers. Discounting will be at the Licensee's discretion.

**Menus and Uniforms:** The specific menus and uniforms for the café will be left to the discretion of the Licensee subject to the approval of the Village.

**Insurance:** Licensee 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. Licensee 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 Village of Larchmont as an additional named insured on a primary and non-contributory basis.

**Indemnification:** In addition to the insurance requirements above, the Licensee (i.e., the "Licensee") shall be required to defend, indemnify and hold the Village of Larchmont harmless from any and all claims, costs, losses and expenses in connection with operation of the Café.

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

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

**Security of the Premises:** The Licensee is responsible for any and all necessary and appropriate security measures. If cameras are installed, copies of the security recordings must be granted to the Village, including but not limited to the Larchmont Police Department, for investigation purposes.

**Trash and Garbage:** All garbage is to be properly bagged and transported to the dumpster area located in the American Legion at Flint Park, further identified on Appendix B. The dumpster area must be cleared of all waste.

**Janitorial and Cleaning:** The licensed area must be maintained in good and serviceable condition and repaired/replaced as necessary during the term of the Licensee. Licensee will be responsible for the upkeep and cleanliness of the area immediately around the café 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. All culinary personnel must wear hair restraints and gloves while serving food. All personnel must meet standards of conduct required for the Village personnel. The Village has the right to request replacement or assignment of staff who do not meet its standards of conduct or customer service requirements.

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

**Records:** Licensee 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 Licensee's fiscal year for inspection by the Village during regular working hours and shall be subject to audit by the Village or its agents at any reasonable time. Licensee shall also be subject to periodic, unannounced audits of the food service facilities by representatives of the Village.

**Cleanliness and Hygiene:** Licensee shall be responsible for continually ensuring that its employees are following established hygienic practices in the preparation, storage, handling, and serving of food.

Licensee 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:** Licensee must 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. Licensee shall provide copies or other evidence thereof to the Village upon request. Licensee 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. Licensee is expected to adhere to all local, state, and federal labor laws.

**Emergencies:** Licensee shall immediately notify the Village in the event of fire or other emergency by calling the Larchmont Police Department at 914-834-1000, or the Larchmont Fire Department at 914-834-0016. Licensee shall train all employees to respond to fire, civil defense, bomb threats, evacuations, and other emergencies based on procedures established by the Village. Licensee will give prompt written notice of any fire or other damage occurring to the premises and a copy of all notices received by the Licensee of any claim for bodily injury occurring within the building to a designated the Village representative. In addition, the Licensee is required to give prompt notice of any injury sustained by any of its employees or agents.

**Parking:** At the location is limited and concession staff are requested to park at the front parking lot located at Birch Lane.

### **Proposal Requirements**

Sealed proposals must be submitted in six complete sets and an electronic version. Proposals will be assumed to incorporate the terms, provisions, and specifications of the Request for Proposal unless the Licensee clearly describes any deviation in the proposal. Proposals and their content become the property of the Village and the Village may use such information from the Proposals as it elects, in its sole discretion, regardless of whether Licensee 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:** The Village is particularly interested in experience developing successful seasonal or year-round food service establishments 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 food service sales volume and seating capacity at all locations.



3. **Café Menus:** Present your menu and concept for the space. Please include a sample priced menu. Menu items should include lunch, snacks and beverages and may include non-food and beverage offerings. All creative ideas that encourage variety are welcome.

4. **Sustainability:** The Village puts the utmost importance on sustainability. The Village will give preference to proposals that incorporate sustainability components as part of their logistics. Proposals should note the following:

No single use plastic products will be permitted for sale or distribution. Menus that are environmentally friendly and include compostable items will be given greater weight. The Village encourages the licensee to use chlorine free, biodegradable products such as paper towels, napkins, utensils and plates if the licensee intends to utilize any disposable products for all food service. Additionally, the Village will encourage the use of environmentally friendly cleaners and the selling of sustainable food products. The licensee can consult the web site of the Green Restaurant Association (GRA) to locate GRA-endorsed products. Please visit <http://www.dinegreen.com> for more information. In addition to the use of environmentally friendly products, the Village will encourage the licensee to train staff on environmentally friendly food service practices and to utilize a composting service to dispose of food waste.

5. **Marketing:** Share with us your experience in marketing other food service establishments. Provide a top-level marketing plan that outlines methods to drive food service establishments sales along with a timeline. Detail anticipated marketing efforts and expenditures on behalf of the food service establishments on an ongoing basis.

6. **Financial:** Provide (A) Sales Projections and Profit and Loss: Please provide detailed sales projections for the café for the first three fiscal years (including alcohol). Complete the retail food operations tab on the excel spreadsheet named VOL 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 VOL Financial Worksheet. (D) Detail the amount of capital expenditure, if any, 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 for key operating roles.

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

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



**RFP Timeline**

Please note the following critical dates:

Pre-proposal Conference	Tuesday, November 28, 2023 at 11:00 AM
Questions due	Friday, December 01, 2023 at 3:00 PM
Proposal Due Date	Friday, December 08, 2023 at 3:00 PM
Short List Notification	Friday, December 22, 2023
Interviews/Presentations	Early January 2024
Contract Award	Monday, January 22, 2024

**Questions**

Questions will be answered during the pre-proposal conference on Tuesday, November 28, 2023, at 11:00 AM at Larchmont Village Hall Second Floor Conference Room. Subsequent questions to be submitted electronically no later than 3:00 PM (EST) on Friday, December 01, 2023, to Justin Datino, Village Administrator, at [administrator@larchmontny.gov](mailto:administrator@larchmontny.gov).

**Submission**

Proposals must be submitted in six complete sets and an electronic version. Electronic files can be submitted using a document delivery service such as Hightail or Dropbox, or as a pdf attachment to email.

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

Six physical copies of the proposals sent to:	Justin Datino Village Administrator 120 Larchmont Avenue Larchmont, NY 10538
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And electronic to:	<a href="mailto:administrator@larchmontny.gov">administrator@larchmontny.gov</a>
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All proposals must arrive no later than 3:00 PM (EST) on Friday, December 08, 2023.

Right of Refusal: The Village 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.

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

Questions concerning this Request for Proposals should be addressed to Justin Datino, Village Administrator, at (914) 834-6230, Ext. 1, or [administrator@larchmontny.gov](mailto:administrator@larchmontny.gov).

### **Selection Process**

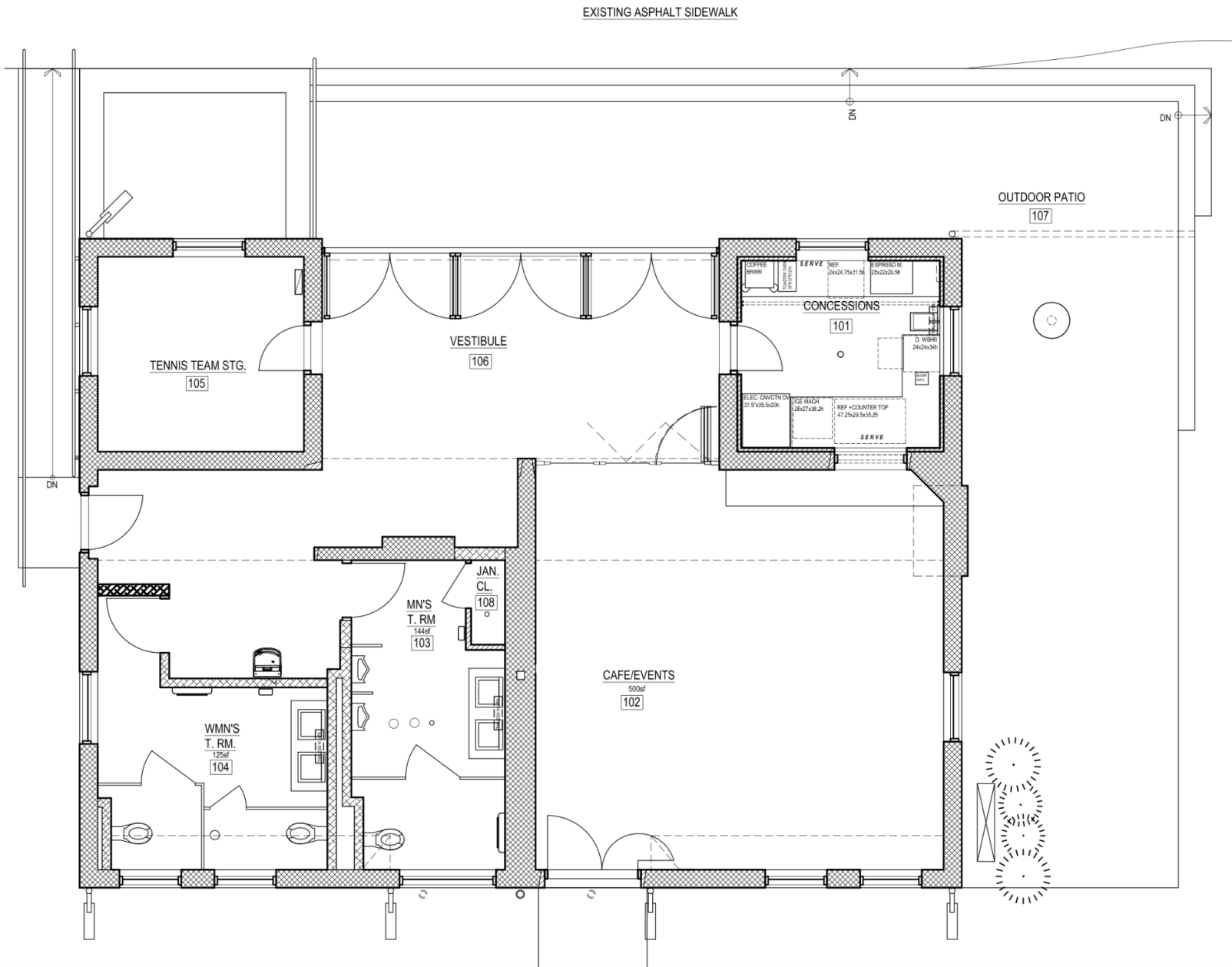
Representatives of the Village Board, staff and the Flint Park Conservancy, will evaluate and select an Licensee.

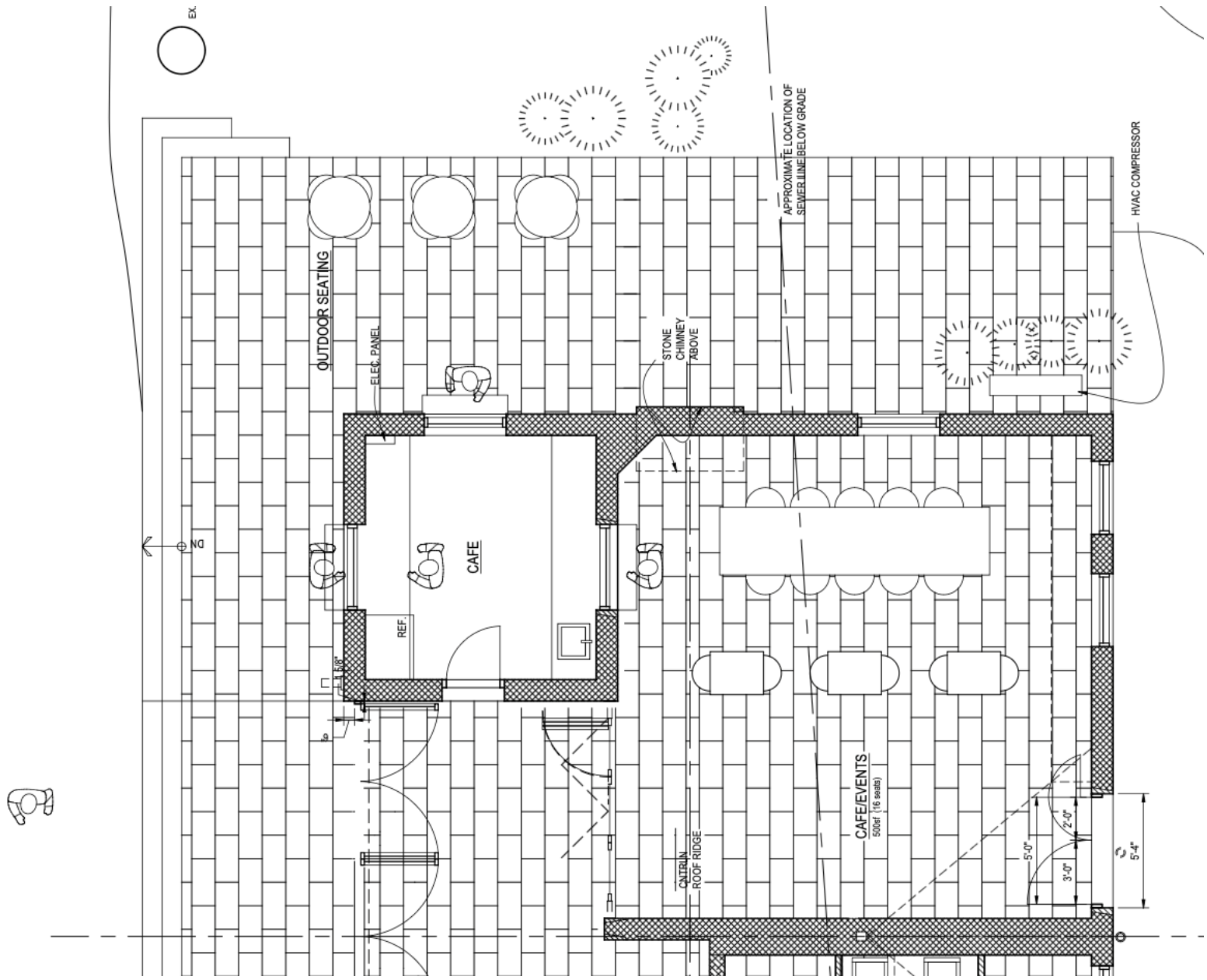
### **Award**

Tentatively, the contract is scheduled to be awarded at the Village Board meeting on January 22, 2024. The award will be based on evaluation of the criteria outlined in this Request for Proposals.

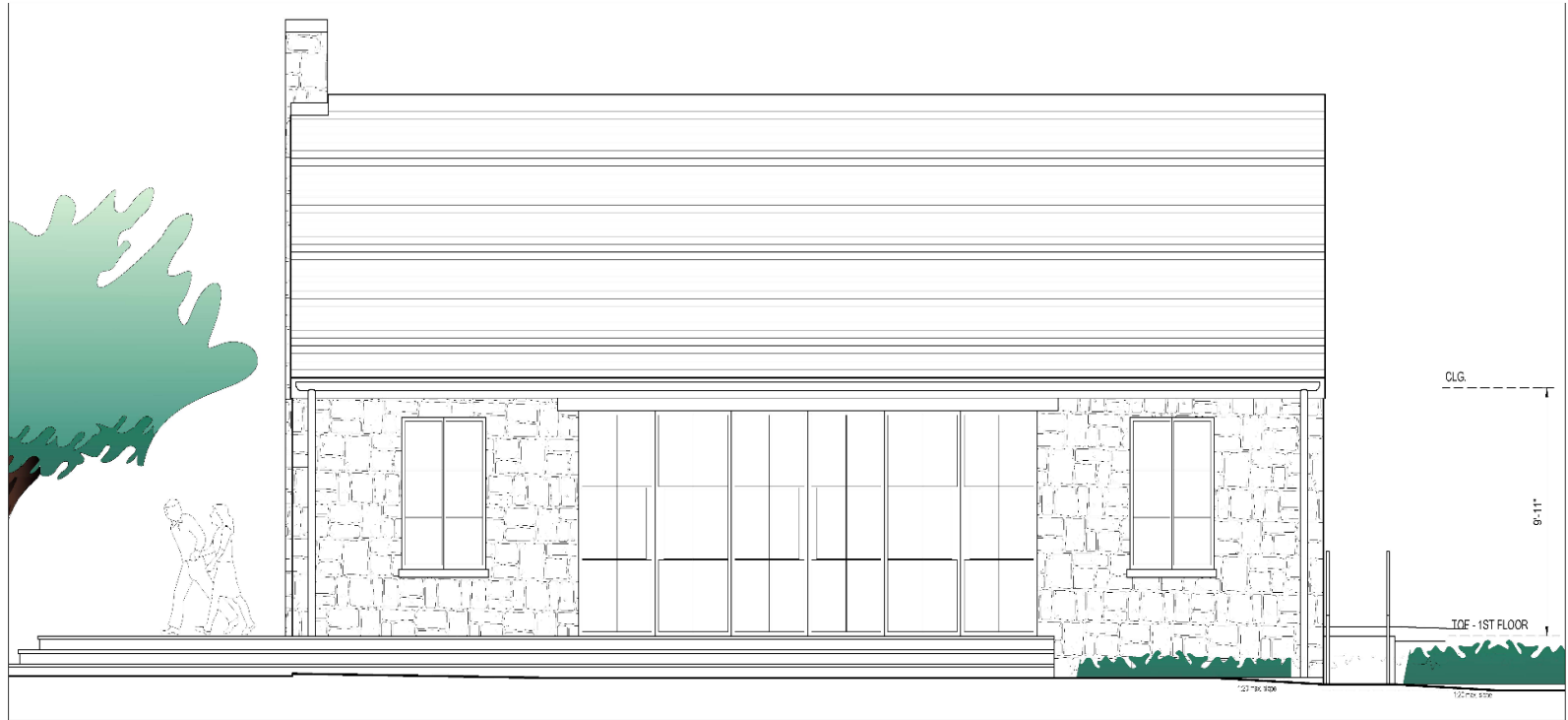
**Appendix A: Renderings of Tennis Pavilion and Schedule of Appliances**











PROPOSED FRONT ELEVATION - SCHEME A  
SCALE: 1" = 1/4"

### **Schedule of Appliances Provided:**

The building is 1750 square feet with 125 square foot warming kitchen comprised of the following provided equipment:

- Wall oven
- Commercial Dishwasher
- Hand Sink (in corner)
- 2 under counter fridges - 1 locked for cafe partner
- Double ice machine with drain
- no natural gas on site (no grease traps required)
- 200 amp required

The cafe partner is permitted to provide additional equipment to operate their business. This will be housed on the 11-foot-long front side of the kitchen with a provided lockable roll-up concession door.

### **Indoor Tables and Chairs Provided:**



See [www.Hay.com](http://www.Hay.com) (table) and [www.bybespoek.com](http://www.bybespoek.com) (chair).



**Outdoor Patio Tables and Chairs Provided:**



[See www.Hay.com for both outdoor table and chair.](http://www.Hay.com)

**Appendix B: Location of Dumpsters in relation to Tennis Pavilion**



Dumpsters in American Legion  
Parking Lot

Tennis Pavilion