



Incorporated Village of Cedarhurst

200 Cedarhurst Avenue • Cedarhurst, NY 11516

☎ (516) 295-5770 • ✉ jplaut@cedarhurst.gov

RFP PACKET

PR-2026-003

ANDREW J. PARISE PARK – CONCESSION KIOSK OPERATION

Issued By:

Jacob Plaut Village Clerk-Treasurer
Incorporated Village of Cedarhurst

Proposal Submission Deadline:

May 7, 2026 at 3:30 p.m.
Office of the Village Clerk-Treasurer
Cedarhurst Village Hall
200 Cedarhurst Avenue
Cedarhurst, NY 11516



**INCORPORATED VILLAGE OF CEDARHURST
PUBLIC NOTICE – REQUEST FOR PROPOSALS
RFP NO. PR-2026-003**

NOTICE IS HEREBY GIVEN that the Incorporated Village of Cedarhurst is soliciting sealed proposals from qualified individuals or firms for the operation of a concession kiosk at Andrew J. Parise Park.

The concession is intended to operate as a small, walk-up, grab-and-go kiosk serving park patrons, commuters, and nearby residents. The sale of pre-packaged food, beverages, coffee products, and similar convenience items will be permitted. Limited on-site preparation of food and beverages may be allowed subject to all applicable health and regulatory requirements.

The selected proposer will be required to enter into a license agreement with the Village and will be responsible for all necessary permits, licenses, equipment, staffing, and day-to-day operations, as well as maintaining the concession area and its immediate surroundings.

The initial term of the agreement, financial terms (including license fee and/or revenue sharing), operating requirements, insurance requirements, and all other conditions are set forth in the Request for Proposals (“RFP”) documents.

RFP documents may be obtained from the Village Clerk-Treasurer’s Office at Village Hall, 200 Cedarhurst Avenue, Cedarhurst, New York, or by contacting the Village at bids@cedarhurst.gov, and are available on Cedarhurst.gov.

Sealed proposals must be received by the Village no later than May 7, 2026 at 3:30 PM. Proposals will be opened and reviewed at the time and place stated.

All proposals must be submitted in a sealed envelope clearly marked:
“RFP – Andrew J. Parise Park Concession Kiosk Operation – PR-2026-003”

A signed Statement of Non-Collusion and all required documents must accompany each proposal.

The Village reserves the right to reject any and all proposals, waive any informalities or irregularities, and to award the contract in the best interest of the Village. The Village may consider factors other than price, including experience, proposed operations, and overall qualifications.

Dated: April 28, 2026

By Order of the Board of Trustees
Jacob Plaut, Village Clerk-Treasurer

SECTION I. INTRODUCTION AND BACKGROUND

The Village of Cedarhurst is soliciting responses from interested parties for the operation of the concession kiosk at the Andrew J. Parise Park.

A. DESCRIPTION OF PROPERTY

The Andrew J. Parise Park is open year-round. The park is approximately 4.8 acres of pickleball courts, baseball field, children's playground, water spray-park (operated during the summer only), a gazebo for concert nights and a pavilion with tables and benches. It is the Village of Cedarhurst's goal to maintain a top quality, attractive, and affordable facility.

The Concessionaire must maintain these high standards. The RFP process will help determine the most qualified proposer with snack food and beverage service experience.

The license being offered is for a concession located within the park consisting of an enclosed area of approximately 180 square feet outfitted with the following:

1. Two sale counters with roll down gates.
2. Interior work counter
3. Sink
4. Space heater
5. Interior lighting
6. Hot water heater
7. Refrigerator

The concession may be operated year-round, however it must be operated daily from Memorial Day through Labor Day and will require the Licensee to support this schedule

SECTION II. PROPOSAL INSTRUCTIONS

A. Instructions to Proposers

1. The Village of Cedarhurst may cancel this RFP, in whole or in part, or may reject all proposals submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be advantageous to the Village.
2. The Village of Cedarhurst may request that supplementary information be furnished to assure the Village that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
3. All proposals shall be submitted in a sealed envelope to the Village Clerk, Village of Cedarhurst, 200 Cedarhurst Avenue, Cedarhurst, NY 11516, on or before the date and time stated in the "Legal Advertisement". The envelope should be clearly marked on the outside of the envelope to indicate the name and the name and address of the proposer and the words "RFP – Andrew J. Parise Park Concession Kiosk Operation – PR-2026-003".
4. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the "Legal Advertisement". Corrections or modifications shall be submitted in sealed envelopes with the name and address of the proposer and the words " RFP – Andrew J. Parise Park Concession Kiosk Operation – PR-2026-003." Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make the request in writing.
5. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer of any obligation in respect to his/her proposal.
6. The proposal to the Village of Cedarhurst will remain valid for 90 days past the submission deadline.
7. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over this proposal shall apply.
8. All costs involved in preparing the proposal will be borne by the vendor; the Village will not be liable for any costs associated with the creation of the proposal.
9. The evaluation of the proposals will be conducted by a team/committee appointed by the Mayor. The judgment of the evaluators will be based upon the evaluation criteria set forth in this RFP and shall be final.
10. The proposals will be opened on the date and at the time stated in the "Legal Advertisement". The proposals will be evaluated, and the merit and pricing will be used to select the proposal deemed to be the most advantageous to the Village. The Village will be the sole judge in determining

whether a vendor's proposal satisfies the requirements of this RFP and whether or not the proposal will prove advantageous to the Village. The selected vendor will be under contractual agreement to the Village per the attached contract document.

B. Pre-Response Conference and Site Visit

Site visits may be arranged by contacting the Village Clerk at 516-295-5770 during normal business hours.

Site visits are optional and not a condition of RFP responsiveness or award. No oral statements, explanations, or interpretations provided during any site inspection shall be binding. Proposers shall rely solely on the Bid Documents when preparing their proposals. Submission of a proposal shall constitute acknowledgment that the proposer has had the opportunity to examine the site conditions and is fully informed as to all conditions affecting the Work.

C. Questions and Requests for Information

All questions or requests for clarification regarding this proposal must be submitted in writing, either:

- In person or by mail to the Village Clerk-Treasurer's Office, 200 Cedarhurst Avenue, Cedarhurst, NY 11516
- Or by email to bids@cedarhurst.gov (*Subject line: "RFP No. PR-2026-003 – Concession Kiosk – Question"*)

Questions must be received no later than three (3) days prior to the submission deadline.

All responses, interpretations, and clarifications will be issued only by written addendum and posted publicly on the Village website at: www.Cedarhurst.gov/village-bids/

Verbal or phone inquiries will not be accepted. It is the sole responsibility of each Proposer to review all posted responses and addenda prior to proposal submission.

D. Required Proposal Contents

1. All proposals shall be in ink or typewritten and must be completed according to the instructions in this RFP.
2. The following forms are provided by the Village:

Appendix A: Price Proposal Form

The form on which the Proposer shall state the proposed annual license fee and provide required identifying and certification information.

Appendix B: Statement of Non-Collusion

A signed and dated non-collusion affidavit, as required by New York State General Municipal Law §103-d, certifying that the proposal was prepared independently and without collusion.

Appendix C: State Taxes Certification

A certification that the Proposer has filed all required New York State tax returns and has paid all applicable state taxes.

Appendix D: License Agreement

The form of agreement to be executed between the Village and the successful Proposer, setting forth the terms and conditions governing the operation of the concession.

Appendix E: Iran Divestment Act Certification

In accordance with New York State Finance Law §165-a, each Proposer must submit a signed statement certifying that the entity, and any person signing on its behalf, is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

Appendix F: Contract Acceptance

A signature page will be included in the Bid Documents. Proposers must sign and return it with their submission, indicating their acceptance of the terms.

Appendix G: Addenda Acknowledgment

If the Village issues any addenda to the RFP packet prior to the due date, Proposers must acknowledge receipt of each addendum by signing and submitting the provided acknowledgment form(s).

Proof of insurance is not required at the time of proposal submission and shall be provided by the successful Proposer prior to contract execution by the Village and issuance of a Notice to Proceed.

E. Responsibility of Proposers

The Village reserves the right to reject any proposal if the Proposer is determined to be non-responsible. In evaluating responsibility, the Village may consider:

- Experience with similar projects
- Qualifications of personnel
- Past performance
- Financial capability

The Village may request additional information from any Proposer to determine responsibility.

F. Evaluation Criteria

Proposals will be evaluated based upon the following criteria, which are not necessarily listed in order of importance:

- Financial return to the Village (e.g., proposed annual License Fee and/or revenue share)
- Proposer's experience operating similar concessions or food service operations
- Quality and feasibility of the proposed operations plan, including menu and service approach
- Maintenance, cleanliness, and overall management of the concession area
- Qualifications of personnel and demonstrated ability to comply with applicable regulations

The Village reserves the right to consider any other factors it deems relevant to the best interest of the Village.

SECTION III. PROPOSAL REQUIREMENTS

A. Minimum Requirements

The Village of Cedarhurst shall reject proposals which do not meet the following minimum requirements:

- a. Three (3) years of management experience, especially involving customer service, operations, retail, or similar business oversight.
- b. Minimum acceptable guaranteed annual license fee: \$10,000.00
- c. The successful proposer shall be required to provide a security deposit in the amount of \$3,500.00 upon execution of the agreement.
- d. The proposer must identify the names and addresses of the principals and key personnel.
- e. The annual license fee bid shall be clearly stated. All license fees will be payable quarterly in advance.

B. Technical Scope of Services

The following is a summary of the services the Village of Cedarhurst is requesting of the successful proposer.

Proposer will operate and maintain a high standard of concession and beverage vending service at the Andrew J. Parise Park aka Cedarhurst Park, Cedarhurst Ave, Cedarhurst, NY 11516.

The Village will grant the Licensee the right to operate the concession kiosk on the premises for the general public. As the Park is used for community events, including concerts, recreational programs, and events hosted by volunteer or outside organizations, the Village reserves the right to permit such organizations to sell or distribute food, beverages, or refreshments in connection with such events. The Village will encourage the use of the concessionaire by reminding user groups that concession services exist and will provide any menus or catering package information the concessionaire wishes to provide. The Village reserves the right to provide bottled water and other refreshments for staff and invitees.

The Village requires that the concession operations to be open for business as follows:

Memorial Day through Labor Day –

- Monday through Friday 7 am - 7 pm
- Saturday and Sunday 7 am - 8 pm

In addition, on any day in which a Village-sponsored event is held at the Park (including, but not limited to, concerts, movie nights, and similar programs), the concession shall remain open for business until the conclusion of such event. The Village shall provide reasonable advance notice of scheduled events.

- Persons on Duty – A list of all employees must be provided and updated regularly.
- Public Health and Safety – The proposer must submit detailed evidence that past operations managed and run by the prospective firm (or individual) have complied

with all health and safety regulations concerning the operation of Concession service establishments. A full and accurate disclosure of any issues concerning Public Health, Public Safety histories is required to show the applicant has a demonstrated clean record in accordance with business operations of this nature.

- Parking – No vehicles may stand or be parked in the Park.
- Garbage Disposal – The Proposer shall be responsible for all garbage collection, removal, and disposal associated with concession operations. This includes all waste generated by the concession as well as reasonable maintenance of the surrounding area.
 - Provide and maintain appropriate trash and recycling receptacles for customer use, subject to Village approval as to type and location.
 - Ensure that all receptacles are emptied regularly to prevent overflow.
 - Maintain the concession area and a reasonable surrounding radius in a clean, sanitary, and litter-free condition at all times.
 - Properly bag and store all refuse in accordance with applicable health and sanitation regulations.
 - Coordinate with a private hauler for lawful disposal of all waste.

SECTION IV. PROPOSAL SUBMISSION REQUIREMENTS

A. SUBMISSION

The proposal must contain the following:

- 1) A signed cover Letter including name of proposer, address, telephone number, and email address.
- 2) A current Personal or Business Financial Statement. In respect of confidentiality, this may be submitted in a separate envelope which, although will be part of the proposal, will be kept in a separate file.
- 3) Bank references including: Contact Person, Telephone Number, Account Number, and an authorization to receive information.
- 4) Statements of qualifications for the key personnel, including Health Department certifications and past health and safety track records.
- 5) Sample menus.
- 6) Any other information you would like the evaluation committee to use in the committee's review process.

B. CONTACT INFORMATION

Direct all inquiries regarding this Request for Proposal to:

Jacob Plaut
Village Clerk-Treasurer
Village of Cedarhurst
200 Cedarhurst Ave.
Cedarhurst, NY 11516
Phone: (516) 295-5770
Fax: (516) 295-1077
Business Hours: 9:00 a.m. - 4:30 p.m. Monday through Friday
jplaut@cedarhurst.gov

Appendix A: Price Proposal Form

Incorporated Village of Cedarhurst

RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION

Proposers must complete all fields below. This form must be submitted with the RFP package.

1. Price Proposal

Months 1-12 (Min amount \$10,000) \$ _____

(Written amount): _____

License fees shall be due in equal quarterly installments in advance over a twelve (12) month period, from June 1, 2026 through May 31, 2027, plus two (2) option years if exercised by the Village. Payments shall be due on June 1, September 1, December 1, and March 1 of each year.

2. Proposer Information

Legal Name of Entity _____

Type of Entity (Corp/LLC/etc.) _____

Address _____

City, State, ZIP _____

Phone _____

Email _____

Name of Authorized Representative _____

Title _____

3. Signature and Certification

By signing below, the Proposer certifies that the above Price Proposal is accurate, binding, and submitted in compliance with the requirements of the Proposal documents. The Proposer further acknowledges that, if awarded the Contract, the Proposer will execute the Contract and furnish all required insurance, and documentation within the time required by the Village.

Signature: _____

Print Name: _____

Date: _____

Company Name: _____

Title: _____

Appendix B: Statement of Non-Collusion

Incorporated Village of Cedarhurst

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In accordance with Section 103 of the New York State General Municipal Law, every RFP submission must contain the following statement, subscribed and affirmed by the offeror as true under the penalties of perjury:

By submission of this offer, each offeror and each person signing on behalf of any offeror certifies, and in the case of joint offer each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this offer have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly, to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person, partnership or corporation to submit or not to submit a RFP for the purpose of restricting competition.

Acknowledgment

Signature: _____

Date: _____

Print Name: _____

Company Name: _____

Title: _____

Appendix C: State Taxes Certification

Incorporated Village of Cedarhurst

RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

Acknowledgment

Signature of Corporate Officer: _____

Date: _____

Print Name: _____

Company Name: _____

Federal EIN: _____

Title: _____

Appendix D: License Agreement

Incorporated Village of Cedarhurst

RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION

THIS LICENSE AGREEMENT (the “Agreement” or “license”) made and entered into on this ____ day of ____ 2026 by and between the Incorporated Village of Cedarhurst a municipal corporation organized under the laws of the State of New York, having its principal office at 200 Cedarhurst Avenue, Cedarhurst, New York 11516 hereinafter called the LICENSOR and _____, a _____, having its office at _____ hereinafter called the LICENSEE, of:

WHEREAS, the LICENSOR, as owner of Andrew J. Parise Park located at Cedarhurst Avenue, Cedarhurst, New York is seeking a LICENSEE to operate a concession service at said Park that can serve the visitors to the Park and surrounding areas in a pleasing and efficient manner; and,

WHEREAS, the LICENSEE desires to operate said facility as a concession for a twelve (12) month period, with two (2) consecutive twelve (12) month options to be offered at the sole discretion of the LICENSOR.

NOW THEREFORE, for good and valuable consideration the parties agree as follows:

1. PREMISES.

1.1: The premises, consisting of a kiosk building, are located in Andrew J. Parise aka Cedarhurst Park of the Village of Cedarhurst.

2. TERM

2.1: The term of this license shall be for twelve (12) months, commencing June 1, 2026 and terminating on May 31, 2027.

2.2: The right to exercise the options of two (2) additional consecutive twelve (12) months will rest solely with the LICENSOR. Notice of the availability of the option will be given by the LICENSOR in its sole discretion, in writing ninety (90) days prior to the expiration of the license.

2.3: The acceptance of the option must be confirmed by LICENSEE in writing thirty (30) days prior to the expiration of the license.

3. LICENSE PAYMENTS

3.1: The LICENSEE agrees to pay the LICENSOR a license fee in the sum of \$_____ per annum. The license fee shall be paid in equal quarterly installments in advance on or before the first day of each calendar quarter without setoff, deduction or offset. Payments shall be due on June 1, September 1, December 1, and March 1 of each year.

4. UTILITIES.

4.1: The LICENSOR agrees to pay the cost of utilities for the premises as determined by the LICENSOR in its sole discretion. The LICENSEE agrees to practice energy conservation in the operation of the facility. LICENSEE shall not overload any electrical circuits. If LICENSEE desires any additional electrical line supply, the LICENSEE agrees to bear the full cost and expense of the installation and supply of any such additional electrical current, subject to the prior written consent and approval of the LICENSOR.

4.3: LICENSEE agrees that the provision of the above utilities is subject to interruption due to any accident; to the making of repairs, alterations or improvements; to labor difficulties; to trouble in obtaining water and/or electricity, service or supplies from the sources from which they are usually obtained for the premises; or to any other cause beyond the LICENSEE'S reasonable control.

- 4.4: LICENSEE is responsible to supply and pay for LICENSEE's telephone and internet service to the premises for the duration of this license. LICENSEE will provide a direct phone number to LICENSOR as soon after the signing of this license as practicable.
5. TAXES
- 5.1: LICENSEE shall be responsible for collecting and paying all local, state and federal taxes, as applicable.
6. SECURITY DEPOSIT
- 6.1: LICENSEE shall tender a security deposit to LICENSOR in the amount of \$3,500.00 upon the execution of this license.
- 6.2: Said security deposit shall be held by LICENSOR in a separate account as security for the LICENSEE'S performance under this license. At the LICENSOR'S sole option, said security deposit may be used by the LICENSOR to fulfill any of LICENSEE'S obligations under this license which LICENSEE fails or refuses to fulfill, without prejudicing any other remedies available to LICENSOR under this license or at law. Any amount used by LICENSOR shall be replenished by LICENSEE within ten (10) days following demand.
- 6.3: The security deposit shall be refunded to the LICENSEE, less any and all deductions that LICENSOR has made, subject to LICENSEE'S full compliance with the terms, conditions, provisions and covenants of this license.
7. USE OF PREMISES.
- 7.1: The LICENSEE shall use the premises only for the purpose of operating a concession under the terms and conditions set forth herein.
- 7.2: The LICENSEE agrees that no electronic games shall be installed or operated at the premises.
- 7.3: The premises shall be used and operated in a professional and businesslike manner.
- 7.4: The LICENSEE will not permit any disorderly conduct in and adjacent to the premises.
- 7.5: LICENSEE shall be solely responsible for any and all costs relating to the operation of the premises including, but not limited to, the costs of equipment, materials, supplies, repairs, taxes, licensing fees, attorney's fees, all food items, housekeeping supplies, food service ware, utensils, pots & pans, insurances, office supplies, sanitation supplies, food service equipment rental, silverware, paper supplies, telephone and internet service and printing costs.
- 7.6: The LICENSEE agrees that it will assure that all deliveries to the premises shall only be made to the areas designated by the LICENSOR for deliveries.
- 7.7: The LICENSEE shall be responsible for the maintenance and upkeep of the premises including the cleanliness and repair of all equipment, furnishings, surfaces and fixtures.
- 7.8: Smoking, vaping and tobacco products and alcoholic beverages may not be consumed, sold or dispensed from the premises.
8. COMPLIANCE WITH LAWS.
- 8.1: The LICENSEE agrees to conduct its operation in compliance with all laws, bylaws, ordinances, rules and regulations of all federal, state, and local authorities as from time-to-time are applicable and the LICENSEE will procure and pay for all licenses, certificates and permits necessary for the conduct of its operations hereunder and shall pay all charges assessed under federal, state, regional and local statutes, bylaws, ordinances, rules and regulations.
- 8.2: Failure of LICENSEE to procure and maintain all necessary licenses and permits to operate a concession and food service business shall render this license void.
- 8.3: The LICENSEE acknowledges that no trade or occupation shall be conducted in the premises or use made thereof which will be unlawful, improper, contrary to any state, federal law or ordinance applicable to the premises.
9. HOURS AND DAYS OF OPERATION.

Unless subsequently agreed upon in writing by and between the parties, and subject to the terms and conditions of any licenses which the LICENSEE may hold, the LICENSEE agrees to the following terms and conditions concerning days and hours of operation:

- 9.1: The minimum hours of operation during which the LICENSEE agrees to serve food to the public are as follows:
- | | |
|-----------------------------|-----------------------------------|
| Memorial Day thru Labor Day | Monday through Friday 7 am – 7 pm |
| | Saturday and Sunday 7 am – 8 pm |
- 9.2: On any day in which a LICENSOR-sponsored or LICENSOR-permitted event is held at the Park (including, but not limited to, concerts, movie nights, and similar programs), the LICENSEE shall remain open for business until the conclusion of such event. LICENSOR shall provide reasonable advance notice of scheduled events to the LICENSEE.
- 9.3: The LICENSEE agrees that it shall make no changes in the minimum hours of operation without the written consent of the LICENSOR.
- 9.4: It is understood by and between the parties that the operation of the premises may be affected by weather conditions and that, by mutual agreement of the LICENSEE and a duly authorized representative of the LICENSOR, the LICENSEE'S hours of operation on any given day may be less than, or greater than, that which is set forth above; subject to any restrictions as may be placed upon the LICENSEE by local licensing authorities, which restrictions may, under no circumstances, be waived or altered by the parties hereto.
10. EQUIPMENT, FURNISHINGS AND FIXTURES.
- 10.1: If the LICENSEE determines that needs replace worn out equipment or desires to add new equipment in the premises, the LICENSEE shall request the permission of the LICENSOR to place any such equipment in the premises, specifically noting the exact nature and size of the equipment desired together with the cost of installation and maintenance thereof. The cost shall be borne solely by the LICENSEE.
- 10.2: If any existing, replacement or new equipment is damaged or destroyed by LICENSEE, it shall be the responsibility of the LICENSEE to repair and maintain or replace such equipment. Any equipment which the LICENSEE replaces shall remain the property of the LICENSOR upon the conclusion of the license, free and clear of all liens and encumbrances.
11. REPAIRS AND MAINTENANCE.
- 11.1: LICENSEE hereby accepts the premises in its present AS IS condition.
- 11.2: The LICENSEE shall, throughout the term of this license, at its own cost and without any expense to the LICENSOR, keep and maintain the premises in a good, sanitary and neat order, condition and repair, free of debris; and further, the LICENSEE agrees that said area shall be cleared of any debris immediately as such is, or may be, caused to exist and shall make any and all repairs necessary to keep said premises in a good and safe condition.
- 11.3: The LICENSEE shall not permit the premises to be damaged, stripped or defaced, nor suffer any waste.
- 11.4: The LICENSEE agrees to provide all cleaning and janitorial services for their premises, including cleaning equipment and supplies.
- 11.5: The LICENSEE shall save the LICENSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow or ice from the roof of the building or from the sidewalks bordering upon the premises, or by any nuisance caused or suffered on the premises.
- 11.6: The LICENSEE shall provide a written formal sanitation program which meets or exceeds the minimum requirements of all state, federal, municipal or other agencies authorized to inspect and/or accredit the concession and its food service facility.
- 11.7: The LICENSEE shall provide exterminator services for the premises as required. Any extermination services must be performed in a manner so as not to provide any risk to the users of the Park.
- 11.8: It shall be the responsibility of the LICENSEE for the repair and maintenance of all electrical and plumbing work that pertains to the function of the concession at the LICENSEE's expense.

11.9: Upon the written request of the LICENSEE or upon the failure of the LICENSEE to perform necessary repairs and maintenance, and at the sole discretion of the LICENSOR, LICENSOR may undertake repair or maintenance of the premises. If LICENSOR, at its sole discretion, elects to undertake any such repair or maintenance, LICENSEE shall bear the full cost for said repair or maintenance, including, but not limited to, the cost for labor and materials. Failure of the LICENSEE to pay for the full cost of said repair and maintenance within ten (10) days of being billed for same, shall be an event of default hereunder.

12. ALTERATIONS.

- 12.1: The LICENSEE shall not make any structural alterations or additions to the premises but may make non-structural alterations provided the LICENSOR consents thereto in writing.
- 12.2: All such allowed non-structural alterations shall be at LICENSEE'S expense and shall be of a quality at least equal to the present construction.
- 12.3: Any alterations or improvements made by the LICENSEE shall become the permanent property of the LICENSOR at the termination of occupancy as provided herein.
- 12.4: No signs shall be installed by LICENSEE without the prior written consent of the LICENSOR as to the size, type, design and location of said sign. If LICENSEE either proceeds without the prior written consent of the LICENSOR or installs a sign that does not conform with the specifications approved by the LICENSOR, the LICENSOR may enter the premises to remove any such unauthorized sign and to restore the premises to their former condition. The LICENSEE shall pay the LICENSOR for any and all costs incurred in so removing any such unauthorized sign and restoring the premises.
- 12.5: The LICENSEE shall not permit any mechanics liens or similar liens to attach to the premises for labor and material furnished to the LICENSEE or claimed to have been furnished to the LICENSEE in connection with work of any character performed or claimed to have been performed at the direction of the LICENSEE and shall cause any such lien to be released of record forthwith without cost to the LICENSOR.
- 12.6: Prior to the commencement of any nonstructural alterations for which the LICENSEE has received the LICENSOR'S written approval, the LICENSEE shall obtain the LICENSOR'S consent as to the date and time of the proposed work to assure that such work does not interfere with any other of the LICENSOR'S activities.

13. LIGHTING.

- 13.1: The LICENSEE shall, at its sole expense, repair or replace, as may be required, all lighting fixtures, bulbs and other lighting devices located within the premises.

14. REFUSE DISPOSAL AND TEMPORARY STORAGE OF RECYCLABLES.

- 14.1: The LICENSEE shall be responsible for all disposal and removal of trash related to the concession. Such responsibility shall include trash disposal and removal from the premises. The LICENSEE shall provide its own trash containers with self-closing lids and liners. All trash must be stored indoors until it is picked up by a trash collection service. No outdoor storage of trash is permitted at any time.
- 14.2: The LICENSEE shall pay One Hundred Percent (100%) of its total trash removal collection charges.
- 14.3: The LICENSEE shall provide appropriate receptacles for temporary storage of trash and recyclable materials, including, but not limited to, cans and bottles and outdoor trash cans for trash disposal. Said receptacles shall be appropriately designed and constructed to handle the types of trash and recycled materials stored therein. Containers must be made of rodent-proof material, such as metal or plastic, and of sufficient strength to bear the weight of stored material without cracking or breaking and to resist puncturing. Recycle materials and outdoor trash bins shall be emptied on a regular basis by the LICENSEE.
- 14.4: Receptacle construction and placement must pose no danger to the public and, shall comply with all building and fire codes. Receptacles shall be topple-proof at full load. Prior to the installation of any such receptacles, LICENSEE shall obtain prior written approval from LICENSOR for the proposed design and location of said receptacles.

- 14.5: The area surrounding the receptacles for temporary storage of trash, recyclable materials and outdoor garbage cans shall be maintained in a clean and sanitary manner at all times. No trash or recyclable materials shall be allowed to accumulate around any receptacle or to overflow from any receptacle.
15. LICENSOR'S ACCESS.
- 15.1: The LICENSOR or agents of the LICENSOR may, at all reasonable times, enter upon the premises for the purpose of access to common areas in and around the premises.
- 15.2: The LICENSOR or agents of the LICENSOR may, at all reasonable times, enter to view and inspect the premises and make repairs and alterations as the LICENSOR should elect to do and may show the premises to others.
16. FOOD.
- 16.1: All food or snacks shall be prepared off site but may be warmed for service on site. Coffee, tea and similar beverages may be prepared on site.
- 16.2: All food purchased by the LICENSEE shall be pre-packaged or stored in appropriate cases.
- 16.3: The LICENSEE is responsible for the receipt and storage, inventory control, and use of all food and other products consumed at the concession.
17. INDEMNIFICATION OF LICENSOR.
- 17.1: The LICENSOR shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the LICENSEE or by any person whosoever may at any time be using or occupying or visiting the premises or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the LICENSEE or of the LICENSEE'S agents, servants, employees, occupants, visitors, invitees, guests, or users of any portion of the premises, or shall result from or be caused by any accident, injury or damage or any other matter or thing whether of the same kind as or of a different kind than the matters or things set forth above, and the LICENSEE shall indemnify, defend and save harmless the LICENSOR from and against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death or damage in or about the premises.
- 17.2: The LICENSOR shall not be liable to the LICENSEE or to any other person for any injury, loss or damage to any person or property on or about the premises or the building of which the premises are a part or the approaches, sidewalks, patios or appurtenances thereto.
- 17.3: The LICENSEE shall indemnify, defend and hold LICENSOR harmless from and against all loss or damage occasioned by the use or misuse of water or any plumbing, heating or cleaning apparatus, gas or electric fixtures, leaking or bursting pipes or otherwise occasioned by any nuisance made or suffered by or from the premises.
- 17.4: This indemnity and hold harmless in this license shall include indemnity against all reasonable costs, expenses and liability incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including reasonable attorneys' fees.
- 17.5: The LICENSEE shall pay to the LICENSOR, on demand, for any damage caused to any portion of the premises, or to any portion of the entire areas Andrew J. Parise Park incurred as a result of the LICENSEE'S operation and/or occupancy of the premises.
18. INSURANCE.
- 18.1: LICENSEE will indemnify, defend and hold harmless the LICENSOR and its employees, agents and officers from and against any and all claims for loss, liability and damages on account of bodily injury, including death, property damage, personal injury, and advertising injury by any act or omission due to negligence or willful act or omission of the LICENSEE, its agents and employees to any property of or under the control of the LICENSOR during the term or any extension thereof, and in case of any action or actions or other legal proceedings shall be brought or instituted against the LICENSOR on account of any such claims, LICENSEE shall indemnify, defend and hold harmless the LICENSOR from and against the same.

- 18.2: The LICENSEE shall provide and maintain insurance coverage in force for the life of the license and in adequate amounts to secure all of the obligations under the license and with insurance companies acceptable to the LICENSOR. All such insurance carried should not be less than the kinds and amounts designated herein, and the LICENSEE agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the LICENSEE to any such kinds and amounts of insurance coverage. With the exception of Professional Services Liability for architects, designers and engineers, and Workers' Compensation, the Incorporated Village of Cedarhurst and its employees must be named as an additional insured and a certificate of insurance will be provided indicating such for each of the insurance policies. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the LICENSEE. Annually, at time of the policy renewal, updated insurance certificates shall be sent to the LICENSOR. No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the LICENSOR at least thirty (30) days prior to the intended effective date thereof, which date shall be expressed in said notice, and which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, and/or the successor in interest of the LICENSEE. All insurance coverage shall be placed with such company as may be acceptable to the LICENSOR and shall constitute a material part of the this license.
- 18.3: The LICENSEE shall carry Commercial General Liability Insurance with an each occurrence limit of liability no less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of liability no less than Two Million Dollars (\$2,000,000.00); for all injury and damages to or destruction of property during the policy period.
- 18.4: The LICENSEE shall carry Workers' Compensation Insurance as required by the State of New York with a minimum limit of Employer's Liability as per New York's General Law requirements.
19. FIRE INSURANCE.
- 19.1: The LICENSEE shall not permit any use of the premises which will make voidable any insurance on the property of which the premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the New York Property Insurance Underwriting Association, or any similar body succeeding to its powers. The LICENSEE shall, on demand, immediately remove said cause or reimburse the LICENSOR for all extra insurance premiums caused by the LICENSEE'S use of the premises.
20. ASSIGNMENT-SUBLICENSING.
- 20.1: The LICENSEE shall not assign this license in whole or in part or sublicense the whole or any part of the premises.
- 20.2: Any attempted assignment or sublicensing by LICENSEE shall be void and shall, at the option of the LICENSOR, terminate this license.
- 20.3: Neither this license nor the license of LICENSEE nor any interest of LICENSEE hereunder in the premises or any buildings or improvement thereon shall be subject to involuntary assignment, transfer or sale or to assignment, transfer or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of the LICENSOR, terminate this license.
21. FIRE, CASUALTY.
- 21.1: Should a substantial portion of the premises or of the property of which they are a part, be substantially damaged by fire or other casualty, the LICENSOR may elect to terminate this license.
- 21.2: When such fire or casualty renders the premises substantially unsuitable for their intended use, the LICENSEE may elect to terminate this license if:
- (a) The LICENSOR fails to give written notice within thirty (30) days of intention to restore the premises; or,
 - (b) The LICENSOR fails to restore the premises to a condition substantially suitable for their intended use within ninety (90) days of said fire or casualty.

21.3: The LICENSOR reserves, and the LICENSEE grants to the LICENSOR, all rights which the LICENSEE may have for damages or injury to the premises.

22 BANKRUPTCY.

22.1: If a petition shall be filed by or against the LICENSEE under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, or if any assignment shall be made of the LICENSEE'S property for the benefit or creditors, or if a receiver, guardian, conservator or other similar officer shall be appointed to take charge of all, or any portion of the LICENSEE'S property by a court of competent jurisdiction, then, in any such case, the LICENSOR lawfully may, immediately, or at any time thereafter, without the need of demand or notice, enter into and upon the premises or any part thereof in the name of the whole, repossess the same and expel the LICENSEE and remove LICENSEE'S goods, equipment and effects without being guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of monthly payments or preceding breach of covenant, and upon such entry this license shall be deemed terminated.

23. DEFAULT BY LICENSEE

23.1: In the event that the LICENSEE shall default in the payment of any installment of license fees or other sums herein provided for, and said default shall continue for ten (10) days, or if the LICENSEE shall default in the observance or performance of any other of the LICENSEE'S covenants, agreements or obligations hereunder, and such default shall continue for thirty (30) days, or if the LICENSEE shall be declared bankrupt or insolvent according to the law, or shall enter an assignment for the benefit of creditors, then the LICENSOR shall have the right thereafter to enter and take complete possession of the premises pursuant to any process required by law and to terminate this license and/or remove the property of the LICENSEE, without prejudicing any other remedies available under this license or at law, for arrears of licensee fees or other damages.

23.2: The LICENSEE shall indemnify the LICENSOR against all loss of licensee fee and other payments which the LICENSOR may incur by reason of such termination during the residue of the term of this license or any extension thereof.

23.3: If the LICENSEE shall default in the observance or performance of any conditions or covenants on LICENSEE'S part to be observed or performed under or by virtue of any of the provisions of this license, the LICENSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LICENSEE. If the LICENSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including, but not limited to, reasonable attorneys, fees in instituting, prosecuting or defending any action or proceedings, such sums paid or obligations incurred, with interest at the rate of twelve (12) percent per annum and costs, shall be paid to the LICENSOR by the LICENSEE forthwith as additional fees.

23.4: Failure on the part of the LICENSOR to complain of any action or non-action on the part of the LICENSEE, no matter how long the same may continue, shall never be deemed to be waiver by the LICENSOR of any of its rights hereunder.

23.5: No waiver at any time of any of the provisions hereof by the LICENSOR shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the LICENSOR to or of any action by the LICENSEE requiring the LICENSOR'S consent or approval shall not be deemed to waive or render unnecessary the LICENSOR'S consent or approval to or of any subsequent similar act by the LICENSEE.

23.6: No payment by the LICENSEE or acceptance by LICENSOR of a lesser amount than shall be due from LICENSEE to LICENSOR shall be treated otherwise than as a payment on account. The acceptance by the LICENSOR of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full shall be given no effect, and the LICENSOR may accept such check without prejudice to any other rights or remedies which LICENSOR may have against the LICENSEE.

24. YIELDING UP THE PREMISES.

- 24.1: Upon the expiration or termination of this license, the LICENSEE shall yield up and deliver the premises and all keys, locks thereto, and other fixtures connected therewith, and all alterations and additions made to or upon the premises vacant and unencumbered, clean, neat, and in good condition.
- 24.2: The LICENSEE shall, at the expiration or other termination of the license, remove all the LICENSEE'S goods and effects from the premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LICENSEE, either inside or outside the premises).
- 24.3: In the event of the LICENSEE'S failure to remove any of the LICENSEE'S property from the premises, the LICENSOR is hereby authorized, without liability to the LICENSEE, for loss or damage thereto, and at the sole risk of the LICENSEE, to remove and store any of the property at the LICENSEE'S expense or to retain same under LICENSOR'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to dispose of such property.

25. NON-DISCRIMINATION.

- 25.1: The LICENSEE covenants and agrees that it will not exercise or permit its officers, agent or employees to exercise any discrimination against any person because of race, sex, national origin, age, marital status, sexual orientation, disability or religion in the course of its use of the premises or its operations at the premises.

26. NOTICES.

- 26.1: Any notice from the LICENSOR to the LICENSEE relating to the premises or to the occupancy thereof, shall be deemed duly served if left at the premises addressed to the LICENSEE or, if mailed to the premises by registered or certified mail, return receipt requested, postage prepaid, addressed to the LICENSEE. Any notice from the LICENSEE to the LICENSOR relating to the premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LICENSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LICENSOR at the Incorporated Village of Cedarhurst 200 Cedarhurst Avenue, Cedarhurst, NY 11516, attention Village Administrator, or to such other address as either party may specify to the other by notice given as provided herein.

27. SEVERABILITY.

- 27.1: If any provisions of this license shall to any extent be held invalid or unenforceable, the remainder of this license shall not be deemed affected thereby.

28. CONSTRUCTION OF LICENSE.

- 28.1: This license shall be governed by and construed and enforced in accordance with the laws of the State of New York.

29. MODIFICATION OF LICENSE.

- 29.1: This instrument contains the entire agreement between the parties and supersedes all prior or contemporaneous oral or written agreements, and it may not be modified except in writing and signed by all parties.

30. MISCELLANEOUS OBLIGATIONS OF LICENSEE.

- 30.1: If the LICENSEE'S operations hereunder cause or in any way bring about an increase in the LICENSOR'S insurance premiums covering the premises, the LICENSEE shall pay the resultant increase. Any amounts due the LICENSOR under this paragraph shall constitute additional license fees shall be payable within thirty (30) days of notice to the LICENSEE.
- 30.2: The LICENSEE shall not, during the term of this license, hire or employ on either a full-time or part-time basis, any employees of the LICENSOR regardless of whether such employee of the LICENSOR be full-time or part-time employees.
- 30.3: The LICENSEE shall not, without the LICENSOR'S prior written approval, refer to the LICENSOR in any advertising, letterheads, bills, invoices or other printed matter.

30.4: The LICENSEE shall be required during the term of this license to take such reasonable security precautions with respect to its operations at the premises as LICENSOR, in its discretion, might from time-to-time require.

Incorporated Village of Cedarhurst

By: _____

Benjamin Weinstock, Mayor

LICENSEE

By: _____

Name:

Title:

Appendix E: Iran Divestment Act Certification

Incorporated Village of Cedarhurst
RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION

Pursuant to Section 165-a of the New York State Finance Law, every proposal made to the Village must contain the following statement, subscribed and affirmed by the Proposer as true under the penalties of perjury:

By submission of this bid, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

Acknowledgment

Signature: _____

Date: _____

Print Name: _____

Company Name: _____

Title: _____

Appendix F: Contract Acceptance

Incorporated Village of Cedarhurst
RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION

This form must be submitted with the proposal. Failure to sign and return this page may render the proposal non-responsive.

ACKNOWLEDGMENT AND ACCEPTANCE OF CONTRACT TERMS

The undersigned hereby certifies that:

1. I have received and reviewed the standard contract included in the RFP packet for RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION issued by the Incorporated Village of Cedarhurst.
2. I understand and agree that, if awarded the contract, my firm will execute the Village's standard contract without modification, subject only to the insertion of project-specific information (e.g., pricing, dates).
3. I understand that execution of the contract is a condition of award, and that failure to execute the contract may result in disqualification and forfeiture of award and deposit.

Acknowledgment

Signature: _____

Date: _____

Print Name: _____

Company Name: _____

Title: _____

Appendix G: Addenda Acknowledgment

Incorporated Village of Cedarhurst

RFP No. PR-2026-003 – ANDREW J. PARISE PARK CONCESSION KIOSK OPERATION

The undersigned Proposer hereby acknowledges receipt of the following addenda issued by the Incorporated Village of Cedarhurst in connection with this proposal and confirms that all such addenda have been reviewed and incorporated into the proposal.

Addendum No.

Date Issued

By signing below, the Proposer certifies that the proposal submitted reflects all requirements, clarifications, revisions, and modifications contained in the addenda listed above.

Signature: _____

Print Name: _____

Date: _____

Company Name: _____

Title: _____