

CITY OF BETHLEHEM
INTER-DEPARTMENTAL CORRESPONDENCE

SUBJECT: Request for Approval by City Council for MMG Concessions to Operate Earl E. Schaffer Ice Rink and Memorial Pool Food Concession Stands

TO: City Council, all members, and Council Solicitor

FROM: Jodi M. Evans, Director of Recreation Bureau

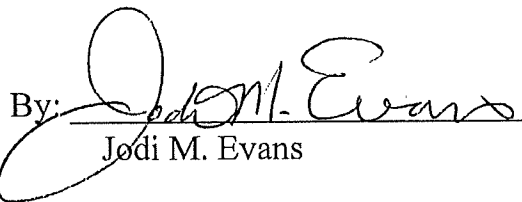
DATE: February 1, 2021

On behalf of the Recreation Bureau, I would like to request City Council's approval for MMG Concessions to operate concessions at Memorial Pool and the Earl E. Schaffer Ice Rink beginning the 2021 summer season, which is set to begin in May 2021.

I respectfully ask that the attached resolution and associated lease agreement be placed on the upcoming council agenda for approval.

Thank you.

Attached: Resolution and Lease Agreement for Public Property

By: 
Jodi M. Evans

Copies to: Robert Donchez, Mayor
William P. Leeson, City Solicitor
Michael Alkhal, Director of Public Works
Judy Mowrey, MMG Concessions

CITY OF BETHLEHEM
Bethlehem, Pennsylvania

LEASE AGREEMENT

Earl E. Schaffer Ice Rink and Memorial Pool Food Concession Stands

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, between the CITY OF BETHLEHEM, a municipal corporation of the Third Class of the Commonwealth of Pennsylvania, of the County of Northampton, with its offices and principal place of business at 10 East Church Street, Bethlehem, Pennsylvania, 18018, hereinafter referred to as "CITY" or "LESSOR," and MMG CONCESSIONS, 1910 Quarter Mile Road, Bethlehem Pennsylvania, 18015, hereinafter referred to as "LESSEE."

WHEREAS, City desires to continue the operation of food concession stands at the City's Earl E. Schaffer Ice Rink located at 345 Illick's Mill Road, Bethlehem, Northampton County and the City's Memorial Pool located at 259 Illick's Mill Road, Bethlehem, Northampton County; and

WHEREAS, Lessee wishes to operate said food concession stands at the aforementioned locations and has submitted a proposal in response to a Request-for-Proposal by the City; and

WHEREAS, City has reviewed all proposals and determined it is willing to offer this Lease agreement to the Lessee;

NOW, THEREFORE, this agreement witnesseth:

1. Premises Leased. City, in consideration of the rents and covenants hereinafter mentioned, does hereby rent, demise and lease unto Lessee, the entire food concession stands at the City's Earl E. Schaffer Ice Skating Rink and at the Memorial Pool situated in the City of Bethlehem, County of Northampton, Pennsylvania, said premises to be used for the purpose of operating food concession stands and for no other purposes.

2. Lease Term. The term of this Lease shall be from the date of execution to March 31, 2022. The City of Bethlehem reserves the option to renew this Lease with the Lessee for six (6) additional one (1) year terms if service has been satisfactory and both Lessor and Lessee agree in writing to said renewals. If Lessee wishes to renew the Lease, Lessee must provide written notice of its request at least sixty (60) days prior to the termination date. Notwithstanding Lessee's request, the City reserves the option to reject Lessee's request for renewal. It is the intent of the Lease that it shall be limited in scope to the ice skating season and swimming season respectively.

3. Rent. Lessee agrees to pay to City for the use of the Leased Premises rental in accordance with the following schedule:

(a.) \$500.00 per month for each full calendar month of operation.

(b.) A pro-rated portion of \$500.00 for any partial month of operation depending upon when the ice skating rink and pool open and close for the season. Additionally, rent shall be paid as either a full month or a pro-rated portion of a month as applicable during any week(s) throughout the off-seasons when the City might hold events where Lessee would provide concessions.

(c.) Rent shall be payable to the City of Bethlehem at Department of Public Works, 10 E. Church Street, Bethlehem, Pennsylvania, 18018, by the fifteenth (15th) day of each month.

(d.) Rent shall be pro-rated based on the time that the ice rink and/or swimming pool are closed for repairs/maintenance or for any cause attributable to unsanitary or unhealthful conditions as determined by the City and/or its Health Director.

(e.) The rental payments for the renewal terms will increase annually at a rate not to exceed five percent (5%).

4. Hours of Operation. The concession stand businesses at the Earl E. Schaffer Ice Rink and Memorial Pool shall be operated and ready for operation during the following anticipated hours:

Ice Rink:

Public Skate:

Friday: 7:30 p.m. - 9:30 p.m.

Saturday: 1 p.m. - 3p.m. & 7:30 p.m. - 9:30 p.m.

Sunday: 1 p.m. - 3 p.m.

Lehigh Valley Scholastic Hockey League games (Times TBD)

Private and special events upon request (Times TBD)

Pool:

Public Swim:

12:30 p.m. - 7:00 p.m. daily

Evening Swim Meets (Times TBD)

Special Events (Times TBD)

Lessee may deviate from the above-listed schedule based upon circumstances and conditions to which the City and Lessee may agree on a week-to-week basis. In the event that Lessee desires to deviate from these hours, Lessee must provide a schedule to the Bureau Head of Recreation detailing the hours proposed for that week. Lessee will have the right of first refusal to operate the concession stands for events that occur at times other than the hours designated for the public skating and swimming sessions.

Lessee shall be under no obligation to have the concession stand business in operation at such times that the Ice Skating Rink and Memorial Pool are closed for maintenance and/or repairs or for reasons associated with any cause attributable to unsanitary or unhealthful conditions as determined by the City and/or its Health Director. Lessee is relieved from rent on a prorated basis for any such closures which are not attributable to fault of Lessee. Lessee is not

relieved from rent when closure is caused by Lessee's actions or neglect. Lessee acknowledges being informed before signing this Lease that there are times during which the Ice Skating Rink and Memorial Pool may be closed by the City for such purposes, and that the City will have no liability to Lessee during such closures for loss of profits or other damages.

5. Compliance with Pennsylvania Department of Health Guidelines in Dealing with COVID-19 Pandemic Response. Lessee and all its employees shall be required to comply with guidelines and directives issues by City, by or on behalf of the Director of the City of Bethlehem Health Bureau, and as issued by the Pennsylvania Department of Health, for the purpose of enforcing or implementing guidelines, practices, and safety protocols intended to maintain public and personal safety during the course of the COVID-19 Pandemic. Said persons shall also be obligated to comply with any directives issued by the Director of the Health Bureau which are deemed appropriate to the particular circumstances. Lessee shall be responsible for informing all its employees of the foregoing, including guidelines and directives issued by any City Director or Bureau Head. City reserves the right to suspend or terminate in whole or in part this Lease if in the judgment of the City's Health Director the food concession operations at the Earl E. Schaffer Ice Rink and/or the Memorial Pool cannot at any point be conducted in compliance with COVID-19 Pandemic-related guidelines issued by the Pennsylvania Department of Health or the City of Bethlehem Health Bureau.

6. Facilities and Equipment. Lessee shall be permitted to use the existing food service facilities of City, but shall furnish, at Lessee's sole expense, all necessary equipment to fully operate the concession stand business. In addition, Lessee shall provide, at Lessee's own expense, all supplies, materials and labor necessary for the satisfactory operation of the concession, including but not limited to all paper plates, cups and napkins. Lessee accepts all

furniture, fixtures, and equipment in their "as-is" condition, City making no warranties or representations with respect thereto.

7. Prohibited Uses. Lessee shall not use or occupy, nor permit the Leased Premises or any part thereof to be used or occupied, for any unlawful business, use, or purpose, deemed disreputable or hazardous, nor for any purpose or in any manner which is in violation of any present or future governmental laws or regulations. Lessee shall, at its sole cost and expense, procure and maintain any and all governmental licenses and permits required for the operation of the concession stands. Lessee shall indemnify City, and hold City harmless against all costs, expenses, liabilities, losses, damages, injunctions, suits, fines, penalties, claims and demands, including reasonable counsel fees arising from any violation of or default in these covenants.

8. Maintenance and Repairs by Lessee. Lessee shall, during the term of this Lease and any extension thereof, at Lessee's sole expense, keep the interior of the Leased Premises in as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear excepted. Lessee shall maintain in good working order and make ordinary, non-capital repairs to all Lessee-owned equipment and fixtures within the demised premises necessary during the ordinary course of normal usage. If any such repairs become necessary because of the failure of Lessee to maintain in good working order such items, the cost of all repairs of whatever nature to said items shall be borne by Lessee. If any such repairs become necessary because of the failure of Lessor to provide sufficient heat or other such cause, the cost of such repairs shall be borne by Lessor. Lessee shall maintain the demised premises and keep the Leased Premises in a clean and sanitary condition at all times, free of rubbish or other obstructions. City, during the term of this Lease and any extension thereof, shall keep the structural supports, exterior walls, and roof of the building in good order and repair.

9. Condition of Premises; End of Lease Term. At the expiration of the Term of this Lease and any extension thereof, Lessee shall surrender the Leased Premises in as good condition as it was at the commencement hereof, reasonable use and wear and damages by the elements accepted.

10. No Alterations, etc. Without Prior Written Approval of City. No alteration, addition, or improvement to the Leased Premises shall be made by Lessee without the prior written consent of the City, which consent shall not be unreasonably withheld. In the event Lessee makes any capital improvement to the Leased Premises with the approval of City, the cost of such improvements shall be the sole expense of Lessee. Any such alteration, addition, or improvement to the Leased Premises shall become the property of City upon the expiration or termination of the Lease. Any fixtures, furnishings or equipment purchased by Lessee not permanently affixed or intended to be permanently affixed to the Leased Premises and utilized in connection with said business may be removed by Lessee upon the termination of the Lease, if such termination results through no fault of Lessee. However, the removal of same shall be the Lessee's sole cost and expense and Lessee shall be responsible for restoring any damage to the Leased Premises caused by the removal of same.

11. Damage to Premises By Fire. In the case of damage by fire or any other casualty to the building in which the Leased Premises is located, through no fault of Lessee, if the damage is so extensive as to amount practically to the total destruction of the Leased Premises or of such building, this Lease shall terminate, and the rent shall be apportioned to the time of the damage. In all other cases where the Leased Premises is damaged by fire or other casualty through no fault of Lessee, the cost of restoring said premises shall be borne by City and such repairs shall be made within a reasonable period of time. In the event it is necessary for the Leased Premises to

be closed during any period following such damage for the purposes of making repairs, rent shall be abated for the period of time involved in effecting such repairs and until said premises reopen for business.

12. Inspection. City shall have the right, at all reasonable times, to go upon the property and inspect the same in order to determine Lessee's compliance with this Lease.

13. Insurance. City shall keep the buildings containing the Leased Premises insured against loss or damage by fire or other casualty. Lessee shall bear the risk of loss by fire, theft, or other casualty of any personal property or other contents brought upon the Leased Premises. Lessee shall procure and maintain a policy of tenant's liability insurance against public liability arising from the operation of the business, bodily injury, property damage, and products liability, or the condition of the demised premises, in an amount not less than Two Million Dollars (\$2,000,000.00) per person, bodily injury, and products liability, Two Million Dollars (\$2,000,000.00) property damage, and Two Million Dollars (\$2,000,000.00) per occurrence. City of Bethlehem, its officers and employees, shall be named as an additional insured on such policy and Lessee shall provide City with a certificate evidencing such insurance. Lessee shall also maintain Workmen's Compensation Insurance and Employer's Liability Insurance in compliance with the Workmen's Compensation Act of the Commonwealth of Pennsylvania and any supplements or amendments thereto.

14. No Assignment. Lessee shall not assign or encumber this Lease, nor sublet or permit the Leased Premises, or any part thereof, to be used by others, without the prior written consent of City, which consent may be given or withheld in City's sole discretion.

15. Indemnity. Lessee shall save and hold harmless the City of Bethlehem from and against all suits or claims that may be based upon the injury or disease, or the alleged injury,

disease, and death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Lease by the Lessee, whether such claims are made by an employee of Lessee, or by a third party, whether or not it is claimed that the injury or alleged injury was caused through the negligent act or omission of City of Bethlehem or its agents or employees. The Lessee will, at the Lessee's own expense, pay all charges of attorney's and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment is rendered against City of Bethlehem in any such action, or actions, Lessee, at Lessee's own expense, will satisfy and discharge the same.

16. Breach By Lessee. If Lessee shall fail to pay rent, or any other sum, to Lessor when due, shall remove or attempt to remove from the Leased Premises during the term of this Lease, or any extension thereof, or shall break or evade or attempt to break or evade any of the covenants or restrictions set forth in this Lease, Lessor, in addition to all other remedies provided by law, may:

(a.) declare the entire unpaid balance of the rent for the unexpired portion of the term hereof, together with all other charges and expenses agreed herein to be paid by Lessee, immediately due and payable and in arrears, together with any and all consequential damages caused by Lessee's default, including attorneys' fees and court costs.

(b.) terminate this Lease.

17. Removal of Goods. Any goods removed from said premises either before or after the expiration of said term, while any portion of the said rent remains unpaid, whether due or not, shall remain liable to distress for such rent for the period of thirty (30) days after such removal, the same as though they remained on the premises; and any removal of the goods from said premises at any time, either by day or night, without the written consent of City shall be

considered a clandestine and fraudulent removal.

18. Waiver of Notice To Quit. The statutory notice to quit is hereby specifically waived by Lessee.

19. Assignment For Benefit of Creditors. If Lessee shall be sold out at a Sheriff's or Constable's Sale, or make any assignment for the benefit of creditors, or commit any act of bankruptcy whatsoever, then the rent for the balance of the said term shall at once become due and payable, as if by the terms of the Lease it were all payable in advance and may be collected by distress or otherwise, and shall be paid in full from the proceedings of any such assignment, sale or bankruptcy proceedings, any law, usage or custom to the contrary notwithstanding.

20. Confession of Judgment. In the event of any default by Lessee hereunder, Lessor may cause judgment to be entered against Lessee, and for that purpose, Lessee hereby authorizes and empowers Lessor, or any Prothonotary, Clerk of Court, or attorney of any Court of record, to appear for Lessee and to confess judgment against Lessee for the amount of all rent and other sums due from Lessee hereunder (including all sums due upon an acceleration under paragraph 16 above), as well as for interest on all overdue sums at the rate of ten percent (10%) per annum, costs of suit, and at attorney's commission of fifteen percent (15%) of the full amount of Lessor's claim against Lessee. The authority to confess judgment granted herein shall not be exhausted by any one or more exercises thereof. Lessee agrees that this Lease or a true and correct copy thereof shall be sufficient authorization and warrant to confess judgment hereunder.

21. Ejectment. In the event of any default by Lessee hereunder, and termination of this Lease by Lessor under paragraph 16 above, or upon the expiration of the Lease Term, Lessor may cause judgment in ejectment to be entered against Lessee for possession of the Leased Premises, and for that purpose, Lessee does hereby authorize and empower Lessor, or any

Prothonotary, Clerk of Court or attorney of any Court of record to appear for Lessee and confess judgment against Lessee in ejectment for possession of the Leased Premises, and Lessee agrees that a Writ of Possession pursuant thereto may issue forthwith. Lessee further agrees that, if for any reason whatsoever after the commencement of said action, the same shall be terminated and possession of the Leased Premises shall remain in or be restored to Lessee, Lessor shall have the right, at any subsequent time when occasion shall arise, to cause the entry of successive judgments by confession in ejectment for possession of the Leased Premises. Lessee agrees that this Lease or a true and correct copy thereof shall be sufficient authorization and warrant to confess judgment and for the issuance of a Writ of Possession pursuant thereto. Lessee hereby waives any and all notices required by any act of assembly concerning notices to quit.

22. Non-Waiver By City. The acceptance by City of any of the rent at any time after the same shall become due, or default has been made in payment thereof or any failure of City to enforce any of the rights granted under this Lease or any of the penalties, forfeitures or conditions herein contained, shall not in any way be considered as a waiver of the right to enforce same and that such right or forfeiture may be enforced without any notice whatsoever; and any attempt to collect the rent by one proceeding shall not be considered as a waiver of the right of City to then collect the same by any other proceeding.

23. Notices. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. City hereby designates City's address as Bethlehem Bureau of Recreation, 10 East Church Street, Bethlehem, Pennsylvania, 18018. Lessee hereby designates Lessee's address as 1910 Quarter Mile Road, Bethlehem, Pennsylvania, 18015. This Lease shall be governed by, construed and enforced in accordance with the laws of the

Commonwealth of Pennsylvania.

24. Records. Throughout the term of this Lease or any extension thereof, Lessee shall maintain accounting records in accordance with generally accepted accounting principles and available at all reasonable times to Lessor for inspection, review and audit.

25. “As Is” Condition. The premises are demised to Lessee in their as-is condition, Lessor making no warranties whatsoever regarding the same.

26. Entire Agreement. This Lease contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Lease or the application thereof, to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

27. Headings. The headings are for convenience of reference only and are not intended to modify nor amend the language of this Agreement or of any paragraph or section thereof.

28. Special Provisions:

(a.) City of Bethlehem Request for Proposal No. 2020 P01, Lessee’s Proposal dated September 15, 2020, and the supplemental updated price list for the Earl E. Schaffer Ice Rink Main Menu dated January 8, 2021, are attached hereto and made a part hereof as Exhibit “A.”

(b.) Lessee is granted the exclusive right and privilege to operate the concession stand at the Earl E. Schaffer Ice Rink and Memorial Pool. The City reserves the

option to install and operate vending machines at both locations.

(c.) Lessee will assist with maintenance of the common area adjacent to the concession counter areas as required because of food/drink spills or litter related to Concession operations.

(d.) The selling of gum and small individually wrapped candies such as Star Bursts is prohibited.

(e.) The City reserves the right to have the final decision on what may or may not be sold.

(f.) Lessee shall be responsible for accepting all deliveries pertaining to the concession operation.

(g.) Lessee, at Lessee's sole expense, shall arrange to have the concession site, including cook top/fryer exhaust system, professionally cleaned and inspected at the beginning of the season and at the end of the season.

(h.) Lessee shall provide for their trash receptacles and shall empty trash in the City's dumpster on a regular basis.

(i.) Lessee shall, at Lessee's sole expense, provide for safe disposal of cooking oil and other related substances on a regularly scheduled basis.

(j.) Lessee shall pay for all shelving, electrical fixtures, counters and appliances necessary for the operation of the concession; however, they shall have the right to use any equipment furnished by the City. Lessee will be allowed to store their equipment at a designated area at Memorial Pool. After March 31 of each Lease year, equipment cannot be stored at the Ice Rink. All equipment may, however, be moved to the designated area at Memorial Pool.

(k.) Lessee may not to make any alternations, deletions, or additions in or to the Leased Premises without prior written approval from the City. All items of equipment permanently attached to the walls or floors shall become the property of the City and shall not be removed from the premises at the expiration of the Lease. All permanent improvements to the concession area will become the property of the City at the termination of the Lease, free from any encumbrances.

(l.) The City will assume no obligation or responsibility for the safeguarding Concessionaire's equipment from acts of vandalism, loss, fire, theft, or acts of God. The Concessionaire will be required to carry insurance for protection of his own property.

(m.) The Lessee may not sell any liquids, beverages, hot or cold, other than in sanitary containers and all hot liquids or beverages must be dispensed directly into the sanitary containers in which the liquids or beverages are offered for sale. There will be no sale of alcoholic beverages or any items in glass containers.

(n.) Lessee and all principals and/or officers must clear a Background Check. If Lessee is a partnership or corporation, Lessee must provide the City with a list of all principals and/or officers of Lessee's partnership or corporation and all principals and/or officers must clear a Background Check.

(o.) Lessee will personally supervise and conduct or provide proper supervision for the concessions and will engage as personnel only those who fully comply with all sanitation laws, local, state or federal and have cleared a Background Check.

(p.) Lessee will maintain accurate accounting records, which may be reviewed by the City upon request. For the purpose of such review, the City, through its proper officers or designated agents, will have the right to take inventory of the concession upon twenty-four hours'

notice to the Lessee.

(q.) Lessee will display to the public, the prices for all items offered for sale.

(r.) Lessee must submit a letter to the City stating the type and kinds of food and beverages they propose to sell along with a proposed price list and how the food will be prepared. Any additions or deletions from the previously approved menu shall be approved by the City's Department of Public Works/Recreation Bureau.

(s.) Electronic point-of-sale terminals must be available in addition to cash transactions.

(t.) Should Lessee fail to provide the minimum level of service as agreed to in this Lease, Lessor reserves the right to terminate this Lease immediately.

IN WITNESS WHEREOF, the parties aforesaid have hereunto set their hands and seals on the day and year first above written.

ATTEST:

MMG CONCESSIONS

Secretary

BY: _____ (Seal)

- 1. Name: _____
- 2. Title: _____
- 3. Certificate of Insurance Naming "City of Bethlehem And Its Officers and Employees" Has Been Provided: Yes/No

(NOTE: THIS CONTRACT WILL NOT BE PROCESSED FOR SIGNATURE BY CITY UNLESS REQUIRED CERTIFICATE OF INSURANCE HAS BEEN PROVIDED!!)

ATTEST:

CITY OF BETHLEHEM

City Controller

BY: _____ (Seal)

Robert J. Donchez
Mayor

I certify that the within Lease Agreement is needed, necessary and appropriate.

By: _____
City of Bethlehem Department Head
Print Name: Michael Alkhal

By: _____
City of Bethlehem Bureau Head
Print Name: Jodi M. Evans

EXHIBIT A

City of Bethlehem Request for Proposal No. 2020 P01, Lessee's Proposal dated September 15, 2020, and the supplemental updated price list for the Earl E. Schaffer Ice Rink Main Menu dated January 8, 2021



CITY OF BETHLEHEM, PENNSYLVANIA
2020 P01
Memorial Pool and Ice Rink Concession Stands

GENERAL INFORMATION

1. **PURPOSE**

The City of Bethlehem is seeking a qualified food concession operator (hereinafter referred to as “concessionaire”) to lease and operate the City-owned Earl E. Schaffer Ice Rink Concession Stand, 345 Illick’s Mill Road, Bethlehem, PA 18017 and the City-owned Memorial Pool, 259 Illick’s Mill Rd., Bethlehem, PA 18017.

2. **ISSUING AGENCY**

The Request for Proposal is issued by the City of Bethlehem Public Works Department. All questions regarding this Request for Proposal should be directed to Jodi Evans, Recreation Director at (610) 865-7081.

3. **SUBMISSION OF PROPOSAL**

All Proposals must be emailed to: recreation@bethlehem-pa.gov. Proposals must be received by Wednesday, July 22nd at 4:30 p.m. Proposals will be opened and read on the date stated in the Proposal Request, commencing after the specified prevailing time for receiving proposals.

4. **SITE VISIT**

To set up a site visit of the ice rink and/or pool, contact Jodi Evans, Recreation Director at (610) 865-7081 from 8:00 A.M. to 4:30 P.M., Monday through Friday. Site visits are mandatory prior to submitting a proposal.

5. **PROPOSAL REQUIREMENTS**

All proposals must contain the following information:

- a. Concessionaire and/or Firm name, address, telephone number, fax number, and email address.
- b. Firm Federal ID Number.
- c. Date Proposal is submitted.
- d. Contact Person
- e. Information on experience in food concession operation and provide names and contact information (phone numbers/emails) of at least three clients or operators who may be contacted as references.
- f. Include a sample menu of food and prices being offered.
- g. Additional information noted in the Proposer Qualifications section.

6. **REJECTION OF PROPOSALS**

- a. The City of Bethlehem may reject a Proposal if:
 - (1) The Proposer mis-states or conceals any material fact in the Proposal; or if
 - (2) The Proposal does not strictly conform to law or to the requirements of the Contract; or if
 - (3) The Proposal is conditional; or if
 - (4) A determination is made that the Proposer is not responsible in accordance with law.
- b. The City of Bethlehem, however, reserves the right to reject all Proposals whenever it deems it in the interest of the City to do so and also have the right to waive any informality in the proposals, and to award the Contract in the best interest of the City.

7. **PROPOSER ELIGIBILITY**

Proposals will only be accepted from Proposers who are actively engaged in the type of work or service called for in the Proposal. No Proposal will be accepted or contract awarded to any Proposer that is in arrears or is in default to the City.

8. **PROPOSER'S QUALIFICATIONS**

No proposal will be considered from any Proposer for any Contract Item unless he is known to be skilled and has been regularly engaged in work of a character similar to that covered by the Specifications for at least five (5) years prior to the date of the proposed work. In order to aid the City of Bethlehem in determining the responsibility of the Proposer, the Proposer shall provide the City, in writing, evidence of their experience and familiarity with the work specified, and the financial ability to prosecute properly the proposed work. The evidence requested, without being limited, should include the following

- a. The Proposer's performance record with listing of work of a similar character and proportions in restaurant operation and provide names and phone numbers of clients or operators who may be contacted as references.
- b. An itemized list of the Proposer's equipment available for use on the proposed contract;
- c. Such additional information as will satisfy the City of Bethlehem that the Proposer is adequately prepared to fulfill the Contract.

The City of Bethlehem shall have the right to disqualify any Proposer who in the past, has not performed in accordance with the contractual requirements of a previous contract for the City.

9. **EXAMINATION OF PLANS, SITE AND TRANSPORTATION**

The proposers are required to submit their Proposals upon the following express conditions:

The Proposer shall examine the Specifications and make a personal examination of the site in order to acquaint himself with the conditions under which he will be obligated to work.

The Proposer shall make all the investigations necessary to inform him/her thoroughly regarding all facilities for the delivery of materials and equipment as he may require for the operation.

No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under examinations and investigations, will be accepted as an excuse for any failure or omission on the part of the Proposer to fulfill in every detail all the requirements of said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation.

10. **CONTRACT AWARD**

The City of Bethlehem will either award the Contract within sixty (60) days of the original proposal submission date, or reject all Proposals. Award, if any, will be made to the best Proposer complying with the terms of the Contract as determined by the City of Bethlehem.

11. **INSURANCE**

Proposer covenants and agrees that before the commencement of the work herein provided for, the Proposer shall procure and maintain a policy of tenant's liability insurance against public liability arising from the operation of the business, products liability, or the condition of the Leased Premises and the pavements and grounds surrounding the same, in an amount not less than Two Million Dollars (\$2,000,000.00) per person, and Two Million Dollars (\$2,000,000.00) per occurrence. The City, it' and employees shall be named as an additional insured on such policy and provide evidence of such insurance.

12. **INDEMNITY**

The Contract shall indemnify and save harmless the City of Bethlehem from and against all losses and all claims, demands, payments, suits, recoveries and judgments of every nature and description brought or recovered against him, by reason of any act or omission of said Proposer, his agents or employees, in the execution of the work or in the guarding of it.

13. **EARNED INCOME TAX RETURNS**

The Proposer further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein, he will procure from the City of Bethlehem, Earned Income Tax Returns, and will comply with all the requirements listed thereon.

14. **SAFETY & HEALTH REGULATIONS**

The Proposer further agrees that should he enter into a contract with the City to perform all or any portion of the work included herein, he will comply with all of the provisions of the Department of Labor, Occupational Safety and Health Administration, Safety and Health Regulations for Construction, contained in the Federal Register Volume 37, Number 243, part II, dated Saturday, December 16, 1972. In addition, the Proposer agrees that they will meet the necessary requirements and comply with Article 1113 of the Codified Ordinances of the City of Bethlehem and Title 7, Chapter 46, "PA Food Code" and all Health and Safety Orders issued by the PA Governor, PA Secretary of Health and/or any other governing bodies in regards to pandemic declarations and other public health emergencies.

15. **AFFIRMATIVE ACTION REQUIREMENT**

The City of Bethlehem is an "EQUAL OPPORTUNITY EMPLOYER", and reserves the right to disqualify any contractor who practices discrimination in hiring and employment. To obtain a copy of this City's Equal Opportunity Plan Short Form, please contact the City's Compliance Officer at (610) 865-7099.

16. **REVIEW OF PROPOSALS**

All Proposals will be reviewed and evaluated by the Recreation Director and the Director of Purchasing. The proposal that best satisfies the requirements and meets the needs of the objectives of the City of Bethlehem will be selected.

17. **CONTRACT PERIOD**

The initial Contract Period is 12 months from the execution of the contract.

18. **CONTRACT RENEWAL**

The City of Bethlehem reserves the option to renew the contract with the Concessionaire for six (6) additional one year terms if service has been satisfactory and both parties agree in writing to said renewals.



CITY OF BETHLEHEM, PENNSYLVANIA
2020 P01
Memorial Pool and Ice Rink Concession Stands

DETAILED SPECIFICATIONS

SCOPE

It is the intent of these instructions to describe and govern the qualifications and conditions for person or persons hereafter termed "Concessionaire" who would be submitting a proposal to lease the food concession stand at the Earl E. Schaffer Ice Rink, 345 Illick's Mill Road, Bethlehem and the City-owned Memorial Pool, 259 Illick's Mill Rd., Bethlehem, PA 18017.

GENERAL CONDITIONS

1. The Concessionaire will be granted the exclusive right and privilege to operate the concession stand at the Earl E. Schaffer Ice Rink, 345 Illick's Mill Rd., and the City-owned Memorial Pool, 259 Illick's Mill Rd., Bethlehem, PA 18017. The City reserves the option to install and operate vending machines.
2. The exclusive right and privileges shall extend from the opening of both facilities to the closing of both facilities.

Ice Rink: season runs approximately from mid-October through mid-March. The Concession stand shall be opened and ready for operation during weekend public skating sessions, holidays and scholastic hockey games. The Concessionaire shall operate at his/her discretion during other events at the rink. (Schedule will be provided prior to start of season.)

Memorial Pool: season runs approximately from Memorial Day to Labor Day and the Concession stand shall be opened daily from 12:30 – 7:00 p.m. (Schedule will be provided prior to start of season.)

The Concessionaire will be under no obligation to have the concession stand business in operation at such times that the Rink or Pool is closed for maintenance and/or repairs. The City will have no liability to Concessionaire during such closures for loss of profits or other damages.

3. The Concessionaire shall have the first option to renew the Lease with the City for an additional six (6) years if their performance has been satisfactory, by giving written notice within 60 days prior to termination date. The lease payments will increase annually at a rate not to exceed 5%.

4. Upon discretion of the Concessionaire, the Concession can also be open upon request by groups who rent the Ice Rink.
5. Concessionaire will pay the City for the use of the Leased Premises rental in accordance with the following schedule:
 - a. Monthly payments for each full month of operation in the amount of \$500.00.
 - b. A pro-rated portion of the monthly payment depending upon when the facilities open and close for the season.
 - c. Rent shall be payable to the "City of Bethlehem", Attention: Recreation Bureau, 10 E. Church Street, Bethlehem, PA 18018 by the fifteenth (15th) day of each month when in operation.
6. The Concessionaire must keep the concessions in a clean and sanitary condition at all times, and surrender the concession stands to the City at the expiration of the respective seasons in the same condition as they were when the seasons began. Ordinary wear and tear is expected. Concessionaire will also assist with maintenance of common areas adjacent to concession counter area as required because of food/drink spills or litter related to Concession operations. The City reserves the right to have the final decision on what may or may not be sold. The Concessionaire shall be responsible for accepting all deliveries pertaining to the concession operations.

The Concessionaire, at Concessionaire's sole expense, must arrange to have the concession sites, including cook top/fryer exhaust system, professionally cleaned and inspected annually at the beginning of each season.

7. The Concessionaire will provide for their trash receptacles and empty trash in the City's dumpster on a regular basis. Concessionaire shall, at Concessionaire's sole expense, provide for safe disposal of cooking oil and other related substances on a regularly scheduled basis. At the end of each season, Concessionaire shall, at Concessionaire's own expense, arrange to have concession sites, including the cook top/fryer exhaust system, professionally cleaned and inspected.
8. The Concessionaire will pay for all shelving, electrical fixtures, counters and appliances necessary for the operation of the concessions, however, they shall have the right to use any equipment furnished by the City. *The Concessionaire will be allowed to store their equipment at a designated area at Memorial Pool. Equipment cannot be stored at the Ice Rink after March 31st. All equipment may be moved to the designated area at Memorial Pool.

*Dimensions of storage area at Memorial Pool: 16' x 23' = 368 square feet.

9. All items of equipment permanently attached to the walls or floors shall become the property of the City and shall not be removed from the premises at the expiration of the Lease.
10. The City will assume no obligation or responsibility for the safeguarding of Concessionaire's equipment from acts of vandalism, loss, fire, theft, or acts of God. The Concessionaire will be required to carry insurance for protection of his own property.
11. There will be no items sold in glass containers and the sale of alcoholic beverages is prohibited.
12. The Concessionaire may not make any alternations, deletions, or additions in or to the leased premises without prior written approval from the City.
13. All permanent improvements to the concession area will become the property of the City at the termination of the Lease, free from any encumbrances.
14. The Concessionaire will provide, at their own expense, all licenses, permits, equipment, supplies, materials and labor necessary for the satisfactory operation of the concessions.
15. The City requires that Concessionaire and all principals and/or officers must clear a Background Check. If Concessionaire is a partnership or corporation, Concessionaire must provide the City with a list of all principals and/or officers of Concessionaire's partnership or corporation and all principals and/or officers must clear a Background Check.
16. The Concessionaire will personally supervise and conduct or provide proper supervision for the concessions and will engage as personnel only those who fully comply with all sanitation laws, local, state or federal and have cleared a Background Check.
17. The Concessionaire will maintain accurate accounting records, which may be reviewed by the City upon request. For the purpose of such review, the City, through its proper officers or designated agents, will have the right to take inventory of the concession upon twenty-four hour notice to the Concessionaire.
18. The Concessionaire will display to the public, the prices for all items offered for sale.
19. The Concessionaire must purchase and maintain comprehensive liability insurance naming the City of Bethlehem, its officials and employees at additional insured for the minimum of \$2,000,000 per individual and \$2,000,000 per occurrence. The insurance must cover public liability, products liability, and property damage. A certificate of insurance must be furnished to the City's Legal Bureau.
20. The Concessionaire shall save and hold harmless the City of Bethlehem from and against all suits or claims that may be based upon the injury or alleged

injury, including death, to any person or property that may occur, or that may be alleged to have occurred, in the course of the performance of the lease by the Concessionaire, whether such claims are made by an employee of Concessionaire, or by a third party, whether or not it is claimed that the injury or alleged injury was caused through the negligent act or omission of City of Bethlehem or its agents or employees. The Concessionaire will, at the Concessionaire's own expense, pay all charges of attorney's and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment is rendered against City of Bethlehem in any such action, or actions, Concessionaire, at Concessionaire's own expense, will satisfy and discharge the same.

21. The Concessionaire will maintain, during the term of the Lease, Workmen's Compensation Insurance in compliance with the Workmen's Compensation Act of the Commonwealth of Pennsylvania and any supplements or amendments thereto.
22. The Concessionaire must submit a letter to the City stating the type and kinds of food and beverages they propose to sell along with a proposed price list. Electronic point of sale terminals must be available in addition to cash transactions.
23. The City of Bethlehem reserves the right to reject any or all proposals submitted, and to make the award in the best interest of the City.

September 15, 2020

MMG Concessions
1910 Quarter Mile Road
Bethlehem, PA 18015
MMGCATERING@GMAIL.COM
610-533-2251

I am submitting this proposal to be the concessionaire at the Earl E. Schaffer Ice Rink and Memorial Pool. MMG Concessions has been in business for over 25 years. We have been a part of all major events in and around the city of Bethlehem. We also have a gourmet Pretzel Store in the Palmer Park Mall for over 30 years as well as we are the concessionaire for Bethlehem Steel Ice Center for the past 7 years.

We have extensive experience in the food industry capable of providing any type of menu from fair foods to gourmet menus. We also have considerable experience in serving large groups of people in short periods of time. Our experience also includes catering of Weddings, Birthday Parties, Corporate Meetings, Graduation Parties, as well as Holiday Parties.

We have a great reputation not just for our food, but also for working so well with whomever we partner with. We are always open and on time so you can count on us to do whatever is needed to run a successful business that works well for our partner as well as us.

We will provide a menu that is conducive with the Ice Skating Rink and Memorial Pool. We believe we would make great partners with the City of Bethlehem due to our experience working with organizations such as ArtsQuest, Bethlehem Celtic Alliance and Bethlehem Steel Ice Center. We have the knowledge and food experience that will work extremely well for this opportunity.

Attached are some menu ideas for both the Ice Skating Rink and Memorial Pool

Sincerely,



Judith A. Mowrey

References:

Ray Neeb – ArtsQuest

Jayne Recker – Bethlehem Celtic Cultural Alliance

Memorial Pool Menu

Main Menu

Hamburgers - \$4.50
Hot Dogs - \$2.50
Cheesesteaks - \$7.00
Gyros - \$7.00
Cold Subs - \$7.00
Chicken Tenders with French Fries - \$6.50
BBQ Chicken Wings - 6 for \$8.00
Quesadillas - \$6.00
Pizza - \$2.00 per slice
Corn Dogs - \$3.50
Walking Tacos - \$5.00

Snack Items

Hand Rolled Pretzels - \$3.00
Hand Rolled Pretzel Dogs - \$3.50
Nacho's - \$3.50
French Fries - \$3.00
Pierogies - \$3.50
Onion Rings - \$3.50
Tater Tots - \$3.00
Funnel Cake Fries - \$6.00
Hand Dipped Ice Cream - \$3.00
Ice Cream Novelties - \$3.00
Asst Candy & Snack Items - \$1.50

Drinks

Smoothies - \$5.00
Slushies - \$3.00
Milkshakes - \$5.00
Fresh Squeezed Lemonade - \$3.00
Asst Drinks - \$2.50

Proposed pricing

Earl E. Schaffer Ice Rink Menu

Breakfast

Asst Breakfast Sandwiches - \$2.50 - \$3.50
Hash Browns - \$1.50

Main Menu

Hamburgers - \$4.50
Hot Dogs - \$2.50 *\$2.00 EPM 1/8/21*
Cheesesteaks - \$7.00
Chicken Tenders with French Fries - \$6.50
BBQ Chicken Wings - 6 for \$8.00
Quesadillas - \$6.00
Pizza - \$2.00 per slice
Corn Dogs - \$3.50
Walking Tacos - \$5.00

Snack Items

Hand Rolled Pretzels - \$3.00
Hand Rolled Pretzel Dogs - \$3.50
Nacho's - \$3.50
French Fries - \$3.00
Pierogies - \$3.50
Tater Tots - \$3.00
Funnel Cake Fries - \$6.00
Fresh Baked Chocolate Chip Cookies - 3 for \$2.00
Asst Candy & Snack Items - \$1.50

Drinks

Hot Chocolate - \$1.50
Hot Apple Cider - \$1.50
Coffee - \$1.50
Hot Tea - \$1.50
Asst Drinks - \$2.50

