

WEST SENECA TOWN OFFICES
1250 Union Road
West Seneca, NY 14224

BID OPENING FOR
CONCESSION AND FOOD SERVICES
AT CERTAIN TOWN FACILITIES
June 15, 2016

Proofs of publication and posting of legal notice: "OF THE RECEIVING OF SEALED PROPOSALS FOR CONCESSION AND FOOD SERVICES AT CERTAIN TOWN FACILITIES" in the Town of West Seneca at the following place and on the following date.

Bids for the Concession and Food Services at certain town facilities were opened and read by Town Clerk Jacqueline Felser in the presence of Deputy Town Clerk Margaret Martin and interested parties in the Town Clerk's Office on Wednesday, June 15, 2016 at 10:00 A.M.

One Bid was received as follows:

7K Unlimited, Inc.
Thomas W. Kaleta
659 Kennedy Ave
Angola, NY 14006

See Attached

The bid was turned over to the Town Attorney.



JACQUELINE A. FELSER
TOWN CLERK

**Town of West Seneca
Ice Rink and Soccer Complex Concession Stand
Sealed Bid Proposals
Service Contract**

Proposals must be received in the Town Clerk's Office, 1250 Union Road, West Seneca, New York

By 10:00 am on June 15, 2016 for acceptance by Town.

Submit sealed proposals to:

Jacqueline A. Felser, Town Clerk
Town of West Seneca
1250 Union Road
West Seneca, NY 14224

Name of Proposer/ Bidder:

TK UNLIMITED, INC

Address:

659 KENNEDY AVE
ANGOLA, N.Y. 14006

Telephone:

(716) 799-4148

Fax:

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Prepared by:

THOMAS W. KALETA

**Town of West Seneca
Ice Rink and Soccer Complex Concession Stand
Sealed Bid Proposals
Service Contract**

The Town of West Seneca is hereby soliciting bid proposals from interested parties to operate concession type orientation within the Town of West Seneca Ice Rink (the "Ice Rink") Soccer Complex (the "Complex"). This concession type orientation shall be conducted in the manner set forth in this bid proposal and, upon acceptance of a proposal; the successful bidder will be required to enter into an agreement (the "Agreement") with the Town which contains more specific terms by which the concession must be operated.

The following proposal to provide certain services, subject to the terms and conditions set forth herein, is made by:

TK UNLIMITED, INC

Name of Company Submitting Bid
(The "Company")

- The Company agrees to provide hot and cold beverages together with candy and other refreshments.
- Upon acceptance of this proposal and execution of the Agreement with the Town of West Seneca, the undersigned agrees to pay rent to the Town for the use of the facilities as set forth below. The Company agrees to pay rent monthly. The term of the award shall be from June 1, 2016 to May 31, 2019.
- An employee of the Company shall be on duty at all times the Town has scheduled the use of the Complex.
- It is agreed that the payments required under this proposal shall be due and owing on the first date of each month during which the Agreement is in effect. All payments shall be made at the West Seneca Town Finance Department, 1250 Union Road, West Seneca, New York 14224.
- That portion of the Ice Rink to be used by the Company for the purpose set forth herein shall be that space within the structure designated as the concession stand.
- That portion of the Complex to be used by the Company for the purpose set forth herein shall be freestanding structure designated as the concession stand.

- The Company agrees to keep complete and correct books and records with respect to the operation of this concession. These records shall include, on a monthly basis, the exact gross income and expense associated with the operation of said concession for that period. It is further understood and agreed that the Town and/or its designated agents shall have the right to examine the books, records and tax returns related to the operation of this concession.
- In the event that the Company (a) refuses or neglects to pay promptly the sum due by virtue of this proposal, or (b) fails to maintain the required records with respect to the gross income and expenses as specified in this proposal or (c) fails to operate and rent any equipment specified in this proposal, or (d) fails to perform or breaches any other obligation of this proposal, the Town shall mail a notice in writing to the Company's last known address specifying such failure, neglect or breach, and directing the company to redeem the same within five (5) days of mailing of said notice. If said party shall not remedy said failure or breach within five (5) days from the date of said notice is mailed, the Town may declare all unpaid sums payable hereunder immediately due and, at its sole option, terminated the Agreement.
- The failure of the Town to give notice of termination for any one or more actions or instances provided in this proposal, shall in no fashion whatsoever be construed as a waiver, express or imply, of the right of the Town to terminate the Agreement for any other action or instance of like or different nature.
- In the event the Town elects to terminate the Agreement after a failure to cure a breach by the Company, the Company shall immediately remove any and all equipment and property from the premises and shall cease all operation.
- The Company shall carry liability insurance in the amounts of \$1,000,000 each occurrence, \$3,000,000 aggregate, also naming the Town of West Seneca, its agents and employees, as additional insure together with required workman's compensation and shall provide a certificate of insurance to the Town Attorney's Office prior to commencement of the term set forth herein. Thereafter, a new certificate shall be presented to the Town Attorney's Office annually. The certificate must include a ten (10) day notice of cancellation, non-renewal or material change of coverage for the period of any agreement and will further indemnify and hold harmless the Town, its agents and employees from any and all damages, suits, proceedings, claims, demands, or actions of any kind or nature by anyone whomever arising, growing out of connected with the Company's operations on the premises of the Complex.
- The concession or any rights granted hereunder may not be sold transferred or assigned, in whole or in part by the Company.

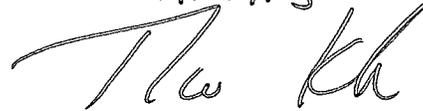
- The Company shall not violate any agreements between the Town of West Seneca and another entity, including but not limited to those between the Town of West Seneca and users of the facility.
- The Town reserves the right to allow third parties to sell concessions during certain designated special events.

TK UNLIMITED, INC

Name of Company

Date: 6/14/2016

By: THOMAS W. KARETA



Title

OWNER / PRESIDENT

* TK UNLIMITED, INC - PROPOSING \$1,000.00 ANNUAL
(5 PAYMENTS \$200.00 - NOV/DEC/JAN/FEB/MARCH)



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be verified before a notary public. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information he or she desires.

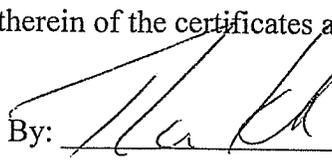
- Name of Bidder: *TK UNLIMITED, INC*
- Employer Identification Number *16-1575135*
- Permanent main office address: *659 KENNEDY AVE
ANGOLA, N.Y. 14006*
- If a corporation, where incorporated: *NEW YORK STATE*
- How many years have you been engaged in business under your present firm or trade name?
INCORPORATED SEPT 27, 1999
- Have you ever failed to deliver any municipal purchase/agreement/or bid awarded to you? If so, where and why?
- No -
- List municipal contracts completed by you during the past three (3) years:
TOWN OF WEST SENECA, TOWN OF HAMBURG, TOWN OF CHEEKTOWAG
- List the background and experience of the principal members of your organization, including the officers:
*OWNER/OPERATE 17 YEARS
CONCESSION / PRO SHOP*
- Give a bank reference:
FIRST NIAGARA BANK
- Has your company ever filed for bankruptcy protection during the past 6 years? If so, describe the status of the proceedings, whether the same has been closed, the name of the attorney representing your company during those proceedings, and any other information that may be helpful to the Town in determining the qualifications of your company to perform the contract to which you have bid:
- No -

NON-COLLUSIVE BIDDING CERTIFICATION

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief: (a) the price(s) in this bid have 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 bidder or with any competitor; (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- A bid shall not be considered for award nor shall any award be made where 1(a) (b) and (c) above have not been complied with; provided however, that if in the event a bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where 1(a) (b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit for the Town, public department head or official thereof to which the bid is made determines that such disclosure was not made for the purpose of restricting competition.

That the fact a bidder (a) has published lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same or similar goods, products, or items to other customers at the same prices being bid, does not constitute, without more, a disclosure as defined in Section 1 above.

- Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporation bidder for work or services performed or to be performed or goods sold to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in Section 1 above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submissions of the bid and inclusion therein of the certificates as to non-collusion as the act and deed of the corporation.

By:  (THOMAS W. KALETA)

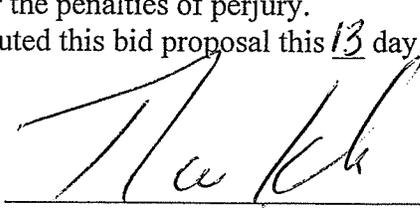
Resolved that TK UNLIMITED, INC.
Name of Bidder

Be authorized to sign and submit that bid or proposal of this bidder for the running of a pro shop and concession stand at the Ice Rink of the Town of West Seneca and to include in such bid or

proposal that certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such bidder and for any inaccuracies or miss-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

It witness whereof, the undersigned bidder has executed this bid proposal this 13 day of JUNE 2016.

(Title)


OWNER / PRESIDENT

(Company Name)

TK UNLIMITED, INC.

(Address)

659 KENNEDY AVE
ANGOLA, NEW YORK 14006