



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Erik Patchofsky, Director of Athletics
Date: September 6, 2023
Re: Agreement with Westville Seafood, LLC to conduct a concession at the Floyd Little Athletic Center for the sale of food, non-alcoholic beverages and sundries

Answer all questions and have a representative ready to present the details of each question during the Finance & Operations meeting or this proposal may not be advanced for consideration by the full Board of Education.

| Company Information | | |
|---|---|-------------|
| Vendor Name: | Westville Seafood, LLC | |
| Doing Business as: (DBA) | Westville Seafood, LLC | |
| Vendor Address: | 1514 Whalley Avenue, New Haven, CT 06515 | |
| Vendor Contact Name: | David Austin | |
| Vendor Contact Email: | 203-410-5948 | |
| Is the contractor a minority or women owned small business? | | Minority |
| Agreement/Contract Information | | |
| New or Renewal Agreement/Contract? | | Renewal |
| Effective Dates: (mm/dd/yy) <small>Multi-yrs. require Board of Aldermen approval</small> | From 09/01/23 | To 06/30/24 |
| Total Amount: <small>If Multi-yr. include yr. to yr. breakdown</small> | \$ 16,000 - three payments of \$5,000/including a utility payment of \$1,000. | |
| Funding Source Name: Acct. #: | ----- | |
| Contract #: <small>(Local or State)</small> | | |



NEW HAVEN PUBLIC SCHOOLS

Key Questions:

1. What specific service will the contractor provide:

To conduct a concession at the Floyd Little Athletic Center for the sale of food, non-alcoholic beverages and sundries.

2. How was the contractor selected? **Attach appropriate supporting documents*

- Quotes
- Sealed Bid # _____
- Sole Source # _____
- RFP# 2202-07-1469B
- State Contract # _____
- Exempt Professional
 - Accountant
 - Actuary
 - Appraiser
 - Architect
 - Artist
 - Dentist
 - Engineer
 - Expert Professional Consultant
 - Land Surveyor
 - Lawyer
 - Physician/Medical Doctor

3. If the vendor was selected through Solicitation (Bid/RFQ/RFP) process; answer the following:

a. Please explain how the vendor was chosen? **Attach Vendor Proposal*

Vendor was chosen by a selection committee that did a through review of the RFP and scored accordingly.

b. Who were the members of the selection committee? *(Minimum 3 members required)*

Athletic Director, Floyd Little Athletic Center Manager and Department Administrative Assistant.



NEW HAVEN PUBLIC SCHOOLS

Key Questions: - Continued

4. If this is a renewal with a current vendor, has the vendor has met all obligations under the existing agreement/contract?

Yes, the vendor has met all obligations.

5. If this agreement/contract is a Renewal, has the cost increase? If yes, by how much? *Attach Renewal Letters

No.

6. If this new agreement/contract, has cost for service increased from previous years? If yes, by how much?

N/A

7. Is this a service that existing staff could provide? Why or why not?

No, vendor is making payments to the BOE for the use of the concession.



NEW HAVEN PUBLIC SCHOOLS

Agreement/Contract Processing Checklist

To ensure timely processing of the submitted Agreement/Contract it is imperative to collect and provide all of the required documentation noted below and provide with submission to board.

Forms/Documents are available in: Drive G:\F&O Agenda Minutes\Agreement Contract Checklist 2022-2023

| | |
|---|--|
| 1. Has this vendor performed service(s) in prior fiscal years? | |
| If Yes, | Vendor # <u>47798</u> |
| If No or New, | Vendor must provide completed W9 |
| 2. A quotes or proposal submitting regarding the agreement/contract. | |
| If RFP | Attach Vendor Submitted |
| Other | Copy of State Contract, Quotes, etc. |
| <p>3. <u>Certificates of Liability Insurance (COI) are required for ALL agreements/contracts, read the following and select the applicable Rider.</u></p> <p>It is the submitters responsibility to request the COI from the vendor and attach with submission; the COI from the Vendor <u>must match rider specifications outlined.</u></p> <p>Failure to obtain or incorrect COIs will be returned for revision and will delay its processing.</p> | |
| Rider 300 | Professional Services – Onsite Umbrella; w/ Auto; w/ Workers Compensation |
| Rider 305 | Professional Services – Onsite Umbrella; No Auto; No Workers Compensation |
| Rider 310 | Professional Services – Onsite Umbrella; w/ Auto; No Workers Compensation |
| Rider 315 | Professional Services – Onsite Umbrella; w/ Youth under 21 |
| Rider 320 | Professional Services – Offsite; No Auto; No Workers Compensation |
| Rider 325 | Professional Services – Offsite; No Auto; No Workers Compensation; w/ Youth under 21 |
| Rider 330 | Professional Services – Offsite Attorney; No Auto; No Workers Compensation |
| Rider 335 | Professional Services – Onsite; Physician/Dentist; No Auto |
| Rider 340 | Professional Services – Onsite Physician/Dentist w/ Youth under 21 |
| Rider 345 | Professional Services – Onsite Temp Nurses |
| Rider 350 | Professional Services – Cyber – Onsite |
| Rider 355 | Professional Services – Cyber – Offsite |
| <p>4. The City of New Haven requires the information requested in the <u>Disclosure Affidavit</u> before any City agency, department, or city official seeking agreement/contract shall obtain them, notarized.</p> | |
| Emailed Disclosures are acceptable. | |



City of New Haven

Bureau of Purchases

200 Orange Street, Room 301

New Haven, CT 06510

Tel: 203-946-8201 Fax: 203-946-8206

Honorable Justin Elicker
Mayor

Michael V. Fumiatti, Sr
Purchasing Agent

The City of New Haven ("City") is accepting sealed
Request for Proposals (RFP) for the following:

Request for Proposal

Project Summary

| | | | |
|--------------------------------|---|---------------|--|
| RFP Title: | Field House Concessions | | |
| RFP #: | 2022-07-1469 | | |
| Projection Description: | Provide Food for all events at the Floyd Little Athletic Center | | |
| Department: | BOE | | |
| RFP/Advertise Date: | July 24, 2022 | | |
| Intent to Respond Due Date | August 12, 2022 | | |
| RFP Due Date: | August 16, 2022 | Opening Time: | 11:00 AM |
| Pre-Proposal Meeting Date: | N/A | Meeting Time: | |
| Pre-Proposal Meeting Location: | N/A | | |
| Contract Term: | 1 | year | 2 Renewals Option(s) (at the sole discretion of the CONH) |
| Insurance Requirements: | Refer to Rider | 500 | (This Rider is attached) |
| Local Preference: | X | YES | NO |
| Pricing Sheet: | Respondent Supplied | | |

Responses must be submitted in the form and manner specified in this request.

REQUEST FOR PROPOSALS

Brief Overview of Project:

The purpose of this Request for Proposal (RFP) is to secure a vendor **experienced** in food service to athletic facilities to operate the food concession stand at the New Haven Athletic Center.

Background Information:

New Haven, Connecticut (the City) is situated in the south-central part of the State along the Long Island Sound, lying 37 miles south of Hartford, 138 miles southwest of Boston, and 75 miles northeast of New York City.

In 2017 the New Haven Board of Education opened the New Haven Athletic Center, one of the newest and largest high school athletic centers in New England. The center is utilized by New Haven students for many athletic activities, including state basketball playoffs, local, regional and state track meets, cheerleading championships, the New England Wrestling Championships and other athletic events. The Athletic Center is also used by many other organizations and entities such as the circus, boxing matches, home shows and other outside contracted events.

Pre address Questions concerning this Solicitation.

Q1. Can you provide a breakdown of annual revenues for the existing concession operation?

A1. Annual revenues should be estimated by interested bidders based on service at approximately 50 events including but not limited to track meets, basketball games, CIAC sporting events, AAU tournaments and other permitted activities within the Athletic Field House. Approximately 10 of such events run for the entire day and or through a weekend.

Q2. Can you provide a listing of equipment that is currently installed in the concession operation?

A2. The vendor will be responsible for providing all necessary equipment to operate the concession stand and related services. There will be a pre-bid meeting set up on site to review the location and storage areas as well as all existing fixtures.

Q3. How many concession stands/restaurants are available as a part of this RFP?

A3. One concession location within the Athletic Field House.

Q4. Can you provide the name of the past concessionaire at this location?

A4. N/A

Q5. Is there capital investment required for this project? If yes, is there buy-back protection for this investment?

A5. There is no capital investment required, however, the vendor is expected to provide all necessary equipment to meet the bid expectation and serve food consistent with all applicable health regulations.

Q6. Will the City consider a longer contract term?

A6. No. Although alternate price structures options may be submitted and considered.

Food Service Equipment:

The successful respondent will be required to provide all fixtures and equipment necessary to provide food services.

The Concessionaire is responsible for all maintenance of the concession areas. No modifications or alterations are to be made to the concession area without the express written approval from the Chief Operating Office of the Board of Education, the Supervisor of Physical Education, Athletics and Athletic Center.

Rights and Privileges of Concessionaire:

The concessionaire will be granted the right and privilege to sell food, soft drinks, other beverages and certain other items if qualified by State Law and with the written approval of the Supervisor of Physical Education, Athletic and Athletic Center.

Note: There will be limited special City of New Haven/Board of Education and/or non-profit community events that the concessionaire will not have the right to or be asked to provide service.

If there is a concession buy-out offer by a “for profit” renter/user of the facility all negotiations will be done by the Supervisor of PE – Athletics – Athletic Center or his/her designee. The final buy out cost will be made by the Supervisor. The “for profit” renter/user and the New Haven Board of Education will agree to a buyout sum and the New Haven Board of Education and Concessionaire split that sum in equal shares of 50%.

Health Requirements:

Concessionaire will abide by and meet at all times by departmental, all Board of Education, City, State and Federal health regulations and laws governing food establishments.

Operational Hours:

Concession stand will be open for business when there are events at the athletic center which are scheduled through the defined permit process by the Board of Education and the Athletic Field House.

Exceptions to this schedule must be approved in writing by the Supervisor of Physical Education, Athletics and Athletic Center. Vendor should be ready for business on September 1, 2022.

Number of Employees

Concessionaire will provide adequate staffing to insure prompt customer service. All employees are required to wear clean and appropriate shirts/uniforms which will identify them as concession employees at the Athletic Center. Such shirts will be provided and paid for by the concessionaire. **Livable Wage** – To the extent that this proposal is of a service nature the Livable Wage Ordinance will apply. Please review the specification for applicability

Maintenance and Upkeep of Premises:

Concessionaire will be responsible for custodial maintenance of the kitchen and behind the counter areas and the condiment areas consistent with that of the food industry. The concessionaire will be responsible for custodial maintenance of the kitchen and behind the counter areas and for the removal of all litter generated.

The concessionaire will furnish garbage containers required in the kitchen and behind the counters and will move the garbage in plastic trash bags suitably tied to established pick up places as determined by the staff of the New Haven Board of Education. This garbage must be removed and stored by concession employees as needed and prior to leaving the facility at the conclusion of each event.

The concessionaire will be permitted to utilize the Board of Education waste removal receptacles for trash and recyclables. However, in the event that the waste from the concession operation exceeds the capacity of the existing dumpsters the concessionaire shall provide (pay for) a disposal unit (dumpster) for the concessionaire's sole use and prompt disposal of such waste.

Closing:

The Board of Education reserves the right to close all or any part of Athletic Center if renovations or other work either planned or made necessary by an Act of God is to be made to the Athletic Center or adjacent areas.

The Board of Education will not be liable to the concessionaire for loss of revenue during this period and the contract will continue in effect with the concessionaire resuming operation upon the reopening of Athletic Center. The concessionaire will be liable to the New Haven Board of Education for payments due under the contract during any such period.

Use of Premises:

The Concessionaire may not use the concession area for any purpose other than that of operating a food and refreshment concession. In addition, the lessee may not sub-lease, or permit other vendors to sell on the premises without expressed written consent of the Supervisor of Physical Education, Athletics and Athletic Center.

- The concessionaire must provide and install an adequate ice making machine for their own use.
- Concessionaire must provide appropriate staffing for each event.
- All equipment must be approved prior to installation by the Chief Operating Officer of the Board of Education and the New Haven Board of Education and the City of New Haven through the Supervisor of PE – Athletics – Athletic Center.

Food Trucks and Food Carts

Consideration maybe given to a food truck and cart vendor as an alternative to a vendor utilizing the field house concession area. Since the vendor will be operating indoors, vendor is not allowed to utilize gas or propane powered equipment.

Financial Responsibilities to New Haven Board of Education

Concessionaire is responsible for making a payment of \$ 15,000.00 to the New Haven Board of Education, to be broken down as follows:

- Three payments of five thousand dollars and zero cents each (\$5,000.00) are due to the New Haven Board of Education – Athletic Department for the use of the concession rights and space provided. These payments shall total \$15,000.00 for the first year of this contract and does not include any contract extension.
 - The first payment is due no later than November 1, 2022.
 - The second payment is due no later than February 1, 2023.
 - The third payment is due no later than May 1, 2023.
 - These payments must be made by certified bank check or US Postal money order. Cash and/or company/business check will not be accepted.
 - In addition to the above an annual utility usage fee is set \$ 1,000.00. This fee includes use of all utilities. This payment must be made prior to first operation and shall serve as a condition precedent to the operation.

Concessionaire shall submit a summary of each event that is held which shall include but not be limited to a statement of food served, sales made and expenses incurred at each event. Such report shall be submitted in a format acceptable to the Chief Operating Officer or his/her designee.

Menu & Price List:

Each vendor must submit with this RFP response a list of all items intended for sale and the price of each item. Concessionaire will propose sample menus, including **pricing, portion size** where applicable. Prices for concessions are to be inclusive of all cost and sales tax.

Concessionaire shall post and display all menu items and prices. Signs must be approved by the Supervisor of Physical Education, Athletics and Athletic Center or his/her designee. **Hand written signs are not permitted.**

The Concessionaire may offer other items for sale that would be of interest to customers only with the approval of Supervisor of PE – Athletics – Athletic Center.

Deviation from the pricing, portion size and quality submitted through the bid will be considered a breach of the agreement and subject to termination of the agreement at the discretion of the Supervisor of Physical Education, Athletics and Athletics Center.

RFP Review Criteria:

1. Meet the minimum requirements outlined in the solicitation
2. Established fiscal ability and number of years of experience in providing concessionaire service in an athletic or similar facility.
3. Menu quality, variety and taste.
4. Proximity of business operations to the Athletic Center.
5. Established infrastructure and support to carry out the necessary services at this location.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/13/2023

PRODUCER (203) 288-4995
Grasso Associates, LLC
3074 Whitney Ave
Bldg. 3, 2nd Floor
Hamden CT 06518-

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Westville Seafood, LLC
1514 Whalley Ave
New Haven CT 06515-

| INSURERS AFFORDING COVERAGE | NAIC # |
|--------------------------------------|--------|
| INSURER A: Hartford Underwriters Ins | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------|-------------|---|---------------|----------------------------------|-----------------------------------|---|--------------|
| A | X | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 31 SBA AG2WBE | 05/13/2023 | 05/13/2024 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | / / | / / | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | / / | / / | MED EXP (Any one person) | \$ 5,000 |
| | | | | / / | / / | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | / / | / / | GENERAL AGGREGATE | \$ 2,000,000 |
| | | | | / / | / / | PRODUCTS - COMP/OP AGG | \$ 2,000,000 |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | / / | / / | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | | / / | / / | BODILY INJURY (Per person) | \$ |
| | | | | / / | / / | BODILY INJURY (Per accident) | \$ |
| | | | | / / | / / | PROPERTY DAMAGE (Per accident) | \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | / / | / / | AUTO ONLY - EA ACCIDENT | \$ |
| | | | | / / | / / | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | / / | / / | AGG | \$ |
| A | | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | 31 SBA AG2WBE | 05/13/2023 | 05/13/2024 | EACH OCCURRENCE | \$ 1,000,000 |
| | | | | / / | / / | AGGREGATE | \$ 1,000,000 |
| | | | | / / | / / | | \$ |
| | | | | / / | / / | | \$ |
| | | | | / / | / / | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | 31 WEC AG3PWS | 06/09/2023 | 06/09/2024 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER | |
| | | | | / / | / / | E.L. EACH ACCIDENT | \$ 500,000 |
| | | | | / / | / / | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 |
| | | | | / / | / / | E.L. DISEASE - POLICY LIMIT | \$ 500,000 |
| | | OTHER | | / / | / / | | |
| | | | | / / | / / | | |
| | | | | / / | / / | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The City of New Haven is listed as additional insured on a primary and non-contributory basis with regards to General Liability. A waiver of subrogation applies. Coverage for abuse and molestation is not excluded therefore the General Liability policy does provide the coverage for abuse and molestation.

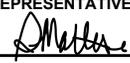
CERTIFICATE HOLDER

() - () -

 City of New Haven
 200 Orange Street Rm 301

 New Haven CT 06510-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE


IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Westville Seafood, LLC

Doing Business As, if applicable: Westville Seafood LLC

Business Address: 1514 Whalley Avenue, New Haven, CT 06515

Business Phone: 203-410-5948

Business email: westvilleseafood@yahoo.com

Funding Source & Acct # including location code: vendor shall make payments to the Board for use of the concession at the Floyd Little Athletic Center.

Principal or Supervisor: Erik Patchkofsky

Agreement Effective Dates: From 09/01/23 To 06/30/24

Description of Service: to conduct a concession at the Floyd Little Athletic Center for the sale of food, non-alcoholic beverages and sundries.

Submitted by: Erik Patchkofsky Phone: 475-220-1100



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

WESTVILLE SEAFOOD, LLC
FOR THE FLOYD LITTLE ATHLETIC CENTER
CONCESSIONAIRE

FOR DEPARTMENT/PROGRAM:

Department of Physical Education, Health/Athletics/Floyd Little Athletic Center

PART I

This Agreement (**the “Agreement”**), consisting of Parts I and II, entered into on the 29 day of August 2023, effective, the 1st day of September, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Westville Seafood, LLC located at, 1514 Whalley Avenue, New Haven, CT 06515 (herein referred to as the “Contractor”).

WITNESSETH THAT:

1. RECITAL FACTS

- A. The Board requires the services of a party to conduct a concession at the Floyd Little Athletic Center (the “Center”) in the City for the sale of food, non-alcoholic beverages and sundries (the “Concession”).
- B. The Licensee has submitted a proposal in response to the City Request for Proposal #2022-07-1469B, a copy of which is attached hereto as Exhibit A, acceptable to the Board.
- C. No Board funds are required for this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations of the Parties arising out of this Agreement, the Parties agree as follows:

ARTICLE 1: ENGAGEMENT

1.01 The Board hereby grants to the Licensee a license to conduct the Concession at the Center in accordance with the provisions of this Agreement (the "License") and the Licensee accepts the License

1.02. The person in charge of administering this Agreement on behalf of the Board is Erik Patchkofsky, Director of Athletics, New Haven Board of Education, or such other persons that the Board may appoint in his stead.

1.03. The person in charge of administering this Agreement on behalf of the Licensee is David Austin

1.04. This is an Agreement for personal services, and the Licensee may not assign or subcontract her performance of his duties hereunder in whole or in part.

ARTICLE 2: SCOPE OF CONCESSION

2.01. The Licensee shall conduct the Concession in accordance with the provisions of this Agreement, the RFP and to the satisfaction of the Board in an area and facilities located at the Center and designated by the Board (the "Site"). The Board may change the location of the Site at its discretion.

2.02 The Licensee shall provide the City with an itemized list of food, non-alcoholic beverages and sundries with prices (the "List"), attached hereto and marked Exhibit B to be sold at the concession, which the Board has approved. The List shall not be changed without the prior approval of the Board.

2.03 Upon giving notice to the Licensee, the Board may change the location of the site within the Center.

2.04 The Licensee shall comply with all Federal, State and City laws, statutes, regulations and ordinances including the City of New Haven's departments of health, fire and police including all applicable operations fees related in any way to the conduct of the Concession.

2.05 The Licensee shall not alter the facilities provided by the Board at the site without the Board's consent. Any such alterations which are attached to the facilities and/or Site shall become either the property of the Board or be removed and the facilities and/or Site restored to its condition existing before such alteration by the Licensee at the option of the Board.

ARTICLE 3: PERSONNEL

3.01 The Licenses shall have a sufficient number of trained personnel at the Concession to provide timely and courteous services to customers.

3.02 Personnel at the Concession shall be well groomed and dressed neatly, which dress shall include a shirt identifying them as employees of the Licensee.

3.03 The Licensee shall follow good sanitary procedures in conducting the Concession.

ARTICLE 4: MAINTENANCE AND OPERATIONS

4.01 The Licensee shall maintain the Site a sanitary, clean and neat condition.

4.02 The Licensee shall keep the Concession including the equipment, food, beverages and tables in a sanitary, clean and neat condition.

4.03 In serving beverages, the container shall not be more than one-third parts ice unless requested otherwise by the customer. The Licensee shall provide all of the equipment, including the installation of an ice maker, supplies, appliances, food, beverages and other items, which are required for complying with this Agreement and RFP. The Licensee shall be responsible for custodial maintenance at the Site, and to this end shall provide necessary cleaning equipment (brooms, mops, cleaning supplies, etc), containers for the disposal of garbage and trash, which containers shall be lined with plastic or comparable bags. When filled, the bags shall be closed securely and placed in an area designated by the Board of their removal. The Licensee shall display in a place readily viewed by customers a menu with prices. All signs must be consistent with the graphics of the Center and approved by the Board. Handwritten signs are not permitted. The list shall include but not limited to a variety of sandwiches, beverages, ice cream, hot dogs, salads and other similar items found at this type of establishment. The Licensee shall be open for business as directed by the Board.

ARTICLE 5: TERMINATION FOR CAUSE

5.01 The City may terminate the License for any act of the Licensee which, in the Board's sole and exclusive discretion, is detrimental to public health and safety. Upon such termination the Licensee shall cease immediately conducting the Concession, and shall remove all equipment from the Center.

ARTICLE 6: LICENSE FEE

6.01. Licensee shall pay the Board the following Fees for the License:

- a) An annual fee consisting of three payments for Five Thousand Dollars and Zero Cents (\$5,000) for the first of each payment to be made no later than December 1, 2023; the second payment no later than March 1, 2024; and the third payment no later than June 1, 2024.
- b) All fees to be paid by the Licensee under this agreement shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) payable to the Board of Education before the end of the Term.
- c) A site utility usage fee of One Thousand Dollars and Zero Cents (\$1,000.00) prior to commencing operations.

6.02. The Licensee shall keep books of account at the Site usually kept by similar business in the New Haven area, which shall be available for review, by the Board. A monthly sales report shall be submitted to the Board, to the attention of the Director of Athletics.

ARTICLE 7: TERM/OPTION TO RENEW

7.01. The term of this License shall begin on September 1, 2023 and end on June 30, 2024, unless terminated sooner pursuant to the provisions of this agreement.

7.02. In its sole and exclusive discretion, the Board may renew this Agreement for one additional term of one year.

7.03. To exercise an Option, the Board shall give the Licensee notice not later than April 1 of the year of the then current term.

ARTICLE 8: CLOSING CENTER

8.01. At its sole discretion, the Board may close any part or the entire Center for reasons of public safety, renovations, maintenance, improvements, acts of God and other similar reasons (the "Closure"). During the Closure, the Licensee shall cease providing Services, but, nevertheless, in all other respects this Agreement shall remain in effect. The Board shall not be liable for the Licensee's loss of revenue or for any other damages related to the Closure. Upon the end of the Closure, the Licensee shall resume conducting the Concession.

ARTICLE 9: INFORMATION TO BE FURNISHED TO THE LICENSEE

9.01. The Board will provide the Licensee with such information it possesses relative to the Proposal, but the Parties acknowledge that the Board makes no representation as to the accuracy of such information, which is the responsibility of the Licensee.

ARTICLE 10: INSURANCE/HOLD HARMLESS

10.01. The Licensee shall indemnify, defend and hold harmless the Board and its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of our resulting directly or indirectly from the performance of Services by the Licensee set forth under this Agreement.

10.02. The Licensee shall have in effect at all times during the term of this Agreement the insurance coverage's stated on the Certificate of Insurance marked Exhibit C annexed to and hereby made a part of this Agreement.

10.03. The Board shall be an additional insured on the policies of insurance stated in Exhibit C.

10.04. In addition to the insurance set forth in Exhibit C, the Licensee shall have Workers' Compensation Insurance in accordance with Chapter 568 of the Connecticut General Statutes.

ARTICLE 11: MISCELLANEOUSE PROVISIONS

11.01. This Agreement is subject to and incorporates the terms and conditions of the RFP and the provisions attached hereto of City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part 1 of this Agreement, Part 1 shall be controlling.

11.02. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut Law. The Licensee shall comply with all applicable laws, ordinances and codes of the State of Connecticut and the City of New Haven.

11.03. The parties waive a trial by jury as to any and all claims, or cause of action or disputes arising out of this Agreement or Services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Licensee shall continue to perform Services under this Agreement in a timely manner, unless directed otherwise by the Board.

11.04. This Agreement is binding upon the parties and their respective heirs, successor, assigns and legal representatives.

11.05. The Agreement incorporates all the understanding of the parties as to the matter contained herein and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement.

11.06. If the provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this agreement would then continue to conform to the requirements of applicable laws.

11.07. Any waiver of the terms and conditions of this Agreement by the either of the Parties hereto shall not construed to be a waiver of any other term or condition to this Agreement.

11.08. The word "including" when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific terms or matters as provided immediately following the word "including" or to similar items or matters, whether or not non-limiting language (such as "without limitation, " but not limited to, " or words to similar import) is used with reference to the work "including" or similar items or matters, but rather shall deemed to refer to all other items or matters that could reasonably fall within the broadest scope of the general statement, term or matter.

11.09. The words "hereby", "hereof", "hereunder", any words of similar import shall refer to this Lease and attachments and exhibits, if any.

11.10. Article headings are for the convenience of the Parties only and do not describe or limit the contents of the Article.

11.11. Amendments to this License to binding upon the Parties must be in writing signed by a duly authorized office of the Board and the Licensee.

11.12. References herein in the masculine gender also shall be construed to apply to feminine and neuter gender, and the singular to the plural and vice versa.

11.13. Unless stated specifically otherwise in this License all notices, and other communications, including without limitation consents, authorizations, waivers, etc., to be binding upon a Party must be in writing and signed by a duly authorized officer of the Board or Licensee, whichever is applicable, and sent by registered or certified mail as follows:

To the Board: Erik Patchkofsky, Athletics Director
New Haven Board of Education
480 Sherman PKWY
New Haven, CT 06511

To the Licensee: David Austin
Westville Seafood, LLC
1514 Whalley Avenue
New Haven, CT 06515

Or to such other address as a Party may designate in writing from time to time. Notices and other communications shall be deemed conclusively to have been given three business days following mailing as aforesaid.

Exhibit B: Student Data and Privacy Agreement: Attached

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contactors may begin service no sooner than the day after Board of Education approval.

HOLD HARMLESS: The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney’s fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor’ breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days’ written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.


David Austin, Owner
Westville Seafood LLC

Yesenia Rivera, President
New Haven Board of Education

8/29/2023

Date

Date

David Austin Owner

Contractor Printed Name & Title



NEW HAVEN PUBLIC SCHOOLS

EXHIBIT B

**STUDENT DATA PRIVACY AGREEMENT
SPECIAL TERMS AND CONDITIONS**

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. §10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student-generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.

Revised: 10/2/18