



NEW HAVEN PUBLIC SCHOOLS

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 BOE for use of the concession at the Floyd Little Athletic Center.

Principal or Supervisor: Erik Patchkofsky

Agreement Effective Dates: From 10/30/22 To 06/30/23


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



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Erik Patchkofsky, Athletic Director 
Date: October 20, 2022
Re: Field House Concessionaire – Westville Seafood LLC

Please **answer all questions** and have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

Contractor Name: Westville Seafood, LLC

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

Is the contractor a Minority or Women Owned Small Business? Minority

Renewal or Award of Contract/Agreement? Renewal

Total Amount of Contract/Agreement and the Hourly or Service Rate: \$16,000 -- three payments of \$5,000 and \$1,000 Utility payment. Payments of \$5,000 to be paid no later than first payment December 1, 2022; second payment March 1, 2023; and, third payment June 1, 2023.

Contract or Agreement #:

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

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? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection:** RFP
3. **If the vendor is not the lowest bidder or a State contract please answer the following:**
 - a. **Please explain why the vendor was chosen?** 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?** Director of Athletics and Field House Manager.



NEW HAVEN PUBLIC SCHOOLS

Operations Memorandum

4. **If this is a renewal with a current vendor, has the vendor's performance been satisfactory under the existing contract or agreement?** Yes.
5. **If this Contract/Agreement is a Renewal has cost increased? If yes, by how much?** no change.
6. **If this Contractor is New has cost for service increased from previous years? If yes, by how much?** No
7. **Is this a service existing staff could provide? Why or why not?** No, vendor is making payments to the BOE for the use of the concession.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2022

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	ADD'L	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	05/13/2022	05/13/2023	<table border="1"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$ 1,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$ 5,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$ 2,000,000</td> </tr> </table>	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
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B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	31 WEC AG3PWS	06/09/2022	06/09/2023	<table border="1"> <tr> <td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000				
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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.

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



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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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 6 day of October 2022, effective, the 30 day of October, 2022, 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, 2022; the second payment no later than March 1, 2023; and the third payment no later than June 1, 2023.
- 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 October 30, 2022 and end on June 30, 2023, 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: MISCELLANEOUS 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, Director of Athletics
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 06511

APPROVAL: This Agreement must be approved by the New Haven Board of Education *prior to service start date*. Contractors 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's 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

David Austin, Owner
Westville Seafood LLC

Yesenia Rivera, President
New Haven Board of Education

10/20/2022

Date

Date

David Austin Owner
Contractor Printed Name & Title