



**TOWN OF STRATFORD
PURCHASING DEPARTMENT
STRATFORD, CONNECTICUT**

Request for Proposal

RFP No. 2009-091

Issued : November 25, 2009

Subject : Lease/Agreement for Operation of Mobile Refreshment Stand at
Birdseye St. Boat Ramp

The Town of Stratford through the Office of the Purchasing Agent, will receive SEALED PROPOSALS as outlined in the accompanying specifications, in accordance with the instructions, conditions and reservations that follow:

A. CLOSING DATE:

Proposals will be received until 3:00 pm December 17, 2009, at which time they will be publicly opened and read. All bidders are invited to attend this public opening, which will be held immediately following the closing time specified above, in the Office of the Purchasing Agent, Room 202, Town Hall, 2725 Main Street, Stratford, CT 06615.

Any proposal may be withdrawn prior to the above-scheduled time for receiving bids or authorized postponement thereof. Any proposals received after the date and time specified shall NOT be considered. No bidder may withdraw a proposal within 45 days after the actual opening thereof.

B. INSTRUCTIONS:

All proposals must be addressed to the attention of the Purchasing Agent, in a sealed envelope with proposal subject and number on the face thereof. Proposals may be mailed or submitted in person. FAXED PROPOSALS ARE NOT ACCEPTED.

C. CONDITIONS:

Proposers must state specifically what equipment they propose to supply, giving manufacturer's name, model number, etc. A detailed description should accompany your proposal. Any exceptions to Town Specifications should be listed in your response.

Bid Surety:

No Bid Surety is required.

Performance Bond

No Performance Bond is required for this bid.

The following information should also be covered in your bid:

Payment: Final payment will be made upon the acceptance of the completed work by an authorized representative of the Town of Stratford. NO partial payments will be made. Invoices covering the work specified herein should be forwarded to the Purchasing Department upon completion of the project.

Delivery: Please state as accurately as possible how long it will take to complete delivery after receipt of order, if you are the successful bidder.

Warranty: All proposals must state the exact nature and duration of any warranty applicable to the equipment you propose to sell to the Town.

Taxes: The Town of Stratford is exempt from all State and Federal taxes. Do not include these amounts in your quotation.

D. RESERVATIONS:

The Town of Stratford may consider informal any proposal not prepared and submitted to the Town in accordance with the provisions herein stated. The Town of Stratford reserves the right to reject any or all proposals or parts of proposals; to waive defects in same proposals; or to accept any proposal or part thereof deemed to be in the best interests of the Town of Stratford.

Michael Bonnar, Purchasing Agent

SPECIFICATIONS: See next page.

D. INTRODUCTION:

The Town will consider proposals for the operation of a MOBILE REFRESHMENT STAND for a minimum one-year period, up to a maximum of five years, as explained in the accompanying conditions and specifications. The contracts awarded will begin the date that each contract is signed, and will expire one day before the anniversary date of each contract, based on the number of years involved, subject to cancellation if the respective Lessee fails to meet his obligations or operate the refreshment stand in accordance with the conditions as outlined in these bid documents.

General Conditions:

The refreshment stand may not be used for any purpose other than the preparation and sale of food and hot and cold drinks and the sale of launching permits. No glass bottles are to be sold at the stand. Food and drink are to be sold in disposable plates, paper cups, cans or plastic bottles. No alcoholic beverages of any kind shall be sold or stored or consumed on the premises.

Before opening the refreshment stand, the Lessee must contact the Health Dept. for clearance. The License Fee is now \$220.00. Hot and cold running potable water is required at all sites, per the Health Dept.

All servicing areas are to be equipped with an approved-type screening. All facilities are to be kept in a clean and sanitary condition and free from trash by the Lessee. Grounds adjacent to the facility are to be maintained by the Lessee, with all trash picked up and placed in proper trash containers.

Private carting must be arranged for the pickup of trash.

All operations and facilities provided by the Lessee must conform to all State and local Health Codes.

All operations and facilities provided by the Lessee must also conform to State Fire Safety Codes. Information on those regulations can be obtained from the Fire Marshal's Office, Stratford Fire Department.

The refreshment stand must be open during the hours of public use of the Town's recreational facilities, and any unexcused failure by the Lessee to operate during such hours can constitute a breach of the contract to be awarded.

The Lessee must agree to operate the refreshment stand in such manner as will enhance the good will of the Town of Stratford, and must treat all customers as taxpayers-owners, whether or not they be so in fact. Any violation of this clause shall constitute a breach of the contract involved, and shall entitle the Town of Stratford to proceed against the Lessee according to the General Statutes relating to summary process.

The facilities involved may not be sublet during the contract duration. The Lessee will make no alterations to the facilities without the formal consent of the Town. The Lessee will commit no waste, fair wear and tear excepted, however.

No signs, advertisements, or notices, other than a listing of refreshments offered for sale, shall be affixed to or placed upon the premises owned by the Town, except as approved by the Town.

The Lessee will provide a mobile refreshment stand with all the other equipment necessary to operate the stand, which equipment shall remain the property of the Lessee.

The Town of Stratford shall **not** be responsible for loss of or damages to property, or injury to persons occurring in or about premises by reason of any existing or future conditions, defects, etc., in said premises or the property of which the premises are a part, or for the acts, commissions or negligence of other persons on or about same property. The Lessee must provide adequate insurance coverage to protect the Town, as covered elsewhere in this bid. Such coverage is a firm condition of this bid, and proof of said coverage must be received by the Town before the contracts can be formalized.

Payment of the contract price of this lease will be made to the Town of Stratford on a yearly basis, with the first yearly rental payable upon the signing of the lease, and any subsequent rentals payable in accordance with the lease terms, usually on the anniversary date.

NOTE: The Lessee will, at the time of the lease signing, provide the Town of Stratford, in addition to the lease amount, a deposit equivalent to one tenth (1/10) of the annual lease amount. This deposit shall be returned to the Lessee at the end of the lease period, unless the Lessee fails to perform any of the lease requirements listed below. If the Lessee does not perform the requirements below, the deposit shall become the property of the Town of Stratford:

1. The Lessee does not make payments within thirty calendar days of the due date of the payment.
2. The Lessee causes damage to the Town's property and fails to restore it to its condition prior to the damage.

Method of Award:

It is the intent of this Request for Proposal that the award will be made to the bidder submitting the best offer, based on the specifications and conditions as set forth herein, judged to be in the best interests of the Town of Stratford.

A selection committee will recommend the award to the Mayor; however, it is understood that said offer is subject to the official approval of the Mayor. If approved by the Mayor, the Town Attorney will handle the formal contracts.

The effective date of these contracts will be for one year from the date of the signing of the contract, with any subsequent years to take effect on the anniversary date of same.

E. SPECIFIC INFORMATION

BIRDSEYE ST. BOAT LAUNCHING RAMP:

There is no building at this site. The Lessee will furnish a mobile refreshment stand at a mutually agreed upon location. A sketch or picture of the stand you intend to furnish must be submitted with the bid. The mobile refreshment stand must meet public health code requirements, such as but not limited to:

- waste disposal tank adequate for a day's use
- 3 compartment sink
- hand washing sink
- refrigeration units (mechanical)
- hot holding units (mechanical)

All equipment must be NSF (National Sanitation Foundation) or equivalent.

An inspection of the mobile refreshment stand must be completed prior to the issuance of food license.

The operator of the refreshment stand must be a Qualified Food Operator or have in his or her employ a Qualified Food Operator who works at the stand at least 30 hours per week. The Qualified Food Operator is mandated by Section 19-13-B48(3) of the Connecticut General Statutes. A QFO is defined as: an individual who has passed a test administered by a testing organization approved by the State Health Department. The test will verify that the individual has knowledge of safe food handling techniques. The Lessee will not be given a license to operate until a Qualified Food Operator is on staff. Contact Maureen Whelan, Environmental Health Supervisor at the Stratford Health Department for further information. (203-385-4090).

Said stand is to be maintained in accordance with standards prescribed by the Health Dept., Building Code and Fire Marshal's office of the Stratford Fire Dept.

The hours of operation at this site are at the Lessee's discretion, but will be arranged to accommodate residents and taxpayers who use the Birdseye St. Launching Ramp for recreation, and will include all daylight hours on weekends and holidays. If the refreshment stand is totally self-contained, the Lessee may operate it 365 days of the year.

The Lessee will, at his own expense, furnish whatever utilities are needed to operate the refreshment stand and provide for private carting of trash.

The successful proposer on this site must be prepared to demonstrate to the Health Dept. and Conservation Administrator how you intend to conform to State and Local waste water disposal system standards.

The attached plan review form must be completed by the SUCCESSFUL PROPOSER and approved by the Stratford Health Department.

Any menu changes after plan approval must be approved by the Stratford Health Dept.

F. INSURANCE:

The proposer awarded the contract will be required to supply the following Insurance Requirements

General Liability

Occurrence limit it \$1,000,000: aggregate limit \$2,000,000. The insurance carried by the proposer shall be on form CG 00 01, or equivalent. The Town of Stratford shall be named as an additional insured on the contractor's General Liability Insurance Policy with form CG 20 10 or CG 20 33, and CG 20 37.

Automobile Liability

Combined single limit of \$1,000,000. Comprehensive automobile policy to cover all owned, hired or non-owned automobiles or vehicles.

Workers Compensation

The proposer must have workers' compensation and employers liability insurance as required by Connecticut and federal law, plus employers liability limits of \$1,000,000 per accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit.

Umbrella Liability

The proposer shall have a minimum coverage of \$1,000,000 excess umbrella coverage, naming the Town as additional insured.

The proposer shall procure and pay for the insurance coverage described above and must maintain all the indicated insurance for the period of the lease after the completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or renewal. The successful bidder must file the required Performance Bond and an Insurance Certificate within two weeks of the date of the notification of the award. Failure or neglect to do so may be considered by the Town as proof that the proposer is unable to fulfill the contract. A current insurance certificate and a copy of the endorsement or policy wording adding the Town of Stratford as additional insured must be in the Town's possession at all time. In addition, the selected firm shall requires is subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

**RFP #2009-091
OPERATION OF MOBILE REFRESHMENT STAND
AT BIRDSEYE ST. LAUNCHING RAMP**

I, WE will pay the Town of Stratford the sum of:

\$ _____ per year for year ONE

\$ _____ per year for year TWO

\$ _____ per year for year THREE

\$ _____ per year for year FOUR

\$ _____ per year for year FIVE

BIDDER FILL IN:

NAME: _____
(Company or Individual - please print or type)

ADDRESS: _____

PHONE: _____ DATE OF BID: _____

SIGNATURE: _____
(Authorized signature of individual or company representative)

PRINT NAME: _____

ATTACH SKETCH OF STAND, SAMPLE MENU AND LIST EXPERIENCE OPERATING A REFRESHMENT STAND

GIVE AT LEAST THREE (3) REFERENCES WITH CONTACT NAME AND PHONE.

