

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

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Request for Proposals
#2014 - 05

Operation of a Food & Soft Drink Concession
at
Colchester Recreation Complex
(Upper Field)

March 24, 2014

Bids shall be addressed to Gregg Schuster, First Selectman, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. April 7, 2014**. Bids shall be submitted in a sealed envelope clearly marked between **March 25 and April 7, RFP #2014-05 Food & Soft Drink Concession**

Bid opening shall take place at the Colchester Town Hall, Office of the First Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. April 7, 2014**

Any questions concerning this bid may be answered by contacting Cheryl Hancin Manager of Parks and Recreation, at (860) 537-7295.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the highest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.

Town of Colchester, hereby, requests proposals for the "Operation of a Food & Soft Drink Concession at Colchester Recreation Complex."

Applicants may submit alternate proposal giving details of all variations from terms of proposal. Consideration may be given to such differences provided such action is considered to be in the best interest of the Town.

An information packet containing scope of service, insurance requirements, safety and health criteria, etc. may be picked up at the Town of Colchester, First Selectmen's Office, 127 Norwich Ave., Suite 201, Colchester, CT 06415. It is recommended that all applicants view the premises and facilities of this operation. An appointment may be made by contacting Cheryl Hancin at the Parks and Recreation office.

Specifications

TYPE OF OPERATION

The Town shall grant to the Lessee the exclusive concession stand (upper field) rights for the sale of snacks and snack food, candies, ice cream, soft drinks, popcorn, peanuts, confections of all kinds (except chewing gum, beer, wine, tobacco products and intoxicating liquors), all known hereinafter collectively as "Concessions." No concessions shall be dispensed in glass or metal containers, at and/or within the municipally owned or operated facilities within the Town of Colchester known as "the Premises", or referred to as "Park". This Agreement requires that the Lessee shall sell Concessions (upper field) within and upon the Premises.

The Lessee shall allow organizations approved by the Parks and Recreation Manager to sell novelties (non-food items) on the Premises. Occasionally, the Lessee shall be required to cooperate with all non-profit organizations as approved by the Parks and Recreation Department, to sell food items to benefit their organizations.

A Concessionaire may not sub-let or assign the operation of the Concession Stand without written approval of the Parks and Recreation Manager.

ADDITIONAL OPTIONS

Lessee shall not be obligated to provide additional concession outlets outside the existing concession premises. Lessee may at the Towns concurrence provide portable concession facilities, with appropriate approvals/permits.

In the event any new, enlarged or changed recreation or concession facilities are constructed by the Town at any of these locations or at any other locations, the Lessee shall have opportunity to review and comment on such plans, drawings or designs as may be prepared in support of such project. The Lessee may serve as an advisor to the Town on construction of concession facilities, but such service, if any, shall be at no

cost to the Town. Comments or suggestions made by the Lessee are not binding to the Town. The Lessee may be chosen by the Town to provide concession sales for a new park, parks, or recreation center facilities, but the terms of this proposal do not and shall not include such services by Lessee.

VENDING MACHINES

As a separate option, the Town may choose to allow the Lessee to provide at least one soft drink vending machine and one snack food vending machine. The Lessee shall bear all costs of transportation, maintenance and stocking of the machine(s) and shall bear all risk and cost of loss or damage to the Machine(s), including but not limited to replacement, repair, lost profit, lost advantage or lost opportunity. Town shall provide a location or locations for vending machine placement.

JANITORIAL SERVICES

The Lessee will be responsible for the cleaning, picking-up, disinfecting and extermination services in all areas under his control. This will include the kitchen, vending machines and immediate surrounding areas. The Lessee shall remove or secure all equipment, supplies, materials, and trash from the immediate areas around the concession buildings or vending machine(s) and adjacent premises. Trash shall be picked up and containerized following the day's event(s). Trash and garbage disposal will be provided by the Town. Cardboard boxes must be broken up and removed by the Lessee. Lessee must keep all areas under his control, including trash and garbage storage, in a condition of cleanliness suitable to the requirements of the Connecticut Health Department and the Chatham Health District.

EQUIPMENT

The Lessee may make use of any/all equipment that is installed at the facility. The Town is under no obligation to provide, repair or replace equipment. Examples of equipment that are typically available include:

- Sinks (Dish Washing & Hand washing)
- Picnic Tables
- Exhaust Hood/Ansul System
- Fire Extinguisher
- Stainless Steel Table
- Refrigerator
- Freezer
- Warmer
- Grill

OTHER EQUIPMENT

With the prior approval of the Public Works Director, lessee may install, at his own expense, any other equipment which is necessary for the operation or desirable for efficient operation. All such equipment shall be considered personal property of the Lessee, and may be removed upon the termination of the Lessee, unless amounts are due and owing for damage/cleaning. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building. In doing so, Lessee shall not make any alterations to the facility without prior written approval of the Public Works Director. All requests must be submitted to the Public Works Department.

EQUIPMENT MAINTENANCE

Responsibility for maintaining the equipment owned by the Town will be that of the Lessee. All such equipment must be returned to the Town at the end of the lease term in the same condition (ordinary wear-and-tear is expected). The Lessee shall maintain such equipment in good order and repair at all times and shall renew the same when necessary. Equipment that wears out from normal usage during the period of the Concession may be replaced by the Lessee, and will be the property of the Lessee.

The Lessee shall pay for all repairs and upkeep on any and all equipment owned, leased, rented or controlled by it and used by it in the sale or provision of Concessions. The Lessee accepts the Concession Premises in the condition that the same now are in, and shall maintain the same in as good condition as the same now are in.

ACCESS TO PREMISES

Lessee shall have the use of the Premises solely and exclusively for the purvey of concessions. The Town shall have reasonable access to the Premises as provided hereunder in order to determine compliance with this Agreement and applicable law, to conduct unannounced periodic inspections including premises, food, and food packaging and in emergency situations, acknowledging and recognizing Lessee's right to keep the Premises secure and to be free from unreasonable interference.

UTILITIES

The Town shall furnish without charge, water and electricity to be used reasonably by the Lessee. It is the obligation of the town to provide any and all piping, wiring and plumbing installations necessary for the sale of concessions. Any expansion of service shall be done with prior approval of the Public Works Director and shall meet all necessary codes. Any such installation shall become property of the town.

The Town shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the premises without prior written authorization of the Public Works Director. Written authorization shall not be unreasonably withheld unless budgetary

constraints do not allow for expansion of services.

The Town shall not be obligated to supply storage facilities or other facilities or equipment other than those available within the concession premises.

MENU AND PRICE

(Return with your proposal a copy of the menu you intend to serve, showing prices.)

The principal objective is to assure the public of satisfactory service and quality of products at reasonable rates. All food items served must be nutritious, wholesome, palatable and of good quality. In order to insure this type of food, the quality of same will be subject to the review of the Chatham Health Dept, their agents, assigns and consultants.

The price of all products sold on the premises shall be competitive with prices for similar products within the Town of Colchester and immediate surrounding area. All food prices shall be legibly posted on a bulletin board furnished by the Lessee. Lessee shall not change any merchandise price without first obtaining the approval of the Parks and Recreation Manager. The Town retains the right to finally determine the pricing of concessions. If the Town does not accept the pricing, the Lessee may not sell the item or may appeal the Manager's decision to the Parks and Recreation Commission. The decision of the Parks and Recreation Commission shall be final.

MEETINGS

Meetings shall be designated by the Town (at a place and time agreed upon mutually by the Town and the Lessee) for the purpose of discussing current operational problems, presentation of official requests for changes of schedules, prices, portions, products or policies, and other pertinent business which may arise.

HOURS OF OPERATION

The Lessee shall use its best efforts to satisfy the reasonable demands of the patrons. Starting in mid-April until mid-November, the premises shall be open for service to the public. The hours set forth are minimum standards and may be expanded upon by the Lessee. Service hours are not to exceed 11 p.m. curfew of park. The Lessee may not vary from the minimum standards set forth without the express written approval of the Manager of Parks & Recreation, for good cause shown. Hours of operation shall be legibly posted on a bulletin board furnished by the Lessee. The Town expressly reserves the right to reasonably require that concession services be made available at all scheduled events. The Town shall provide a schedule to the Lessee for the activities scheduled for the Premises. Said schedule shall be provided two weeks prior to the first event at which Lessee shall offer Concessions. It is the vendor's responsibility to check schedules at the Parks & Recreation office and with the different youth and adult leagues for additions, changes, cancellations and make-up days.

PERSONNEL

Lessee will, at all times, maintain an adequate staff of employees for the efficient operation of the business. The Concessionaire shall be a "Qualified Food Service Operator" (QFO) or shall have an employee on-site who is a "Qualified Food Service Operator" (QFO). Proof of Qualified Operators credentials shall be submitted to the Parks and Recreation Manager. All employees of the Lessee shall be dressed in neat and clean attire. The Lessee shall employ only competent and satisfactory workers. Whenever the Town shall notify the Lessee in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such person shall be discharged and shall not again be employed without the consent of the Town. All employees must meet requirements of Labor Laws.

Upon awarding of contract, selected vendor must submit job resume of on-site manager/operator, and demonstrate during a 60 day trial period satisfactory skills in food handling and expedient service to park customers.

The Lessee agrees to conduct concession sales in a clean, healthful and orderly manner and shall have responsible adult supervision on duty at all times.

LICENSES & PERMITS

Any and all food service/sales must comply with applicable state and local health and licensing laws. The Lessee shall comply with all federal state, county and city laws, rules and regulations relating to the physical condition of the Premises, food service sanitation, licensure and operation of Lessee's activities hereunder.

SURVEY BY APPLICANTS

Potential applicants are urged to visit the premises to view in detail the premises offered by the Town. Questions of policy or questions regarding the proposal, prospectus or contract may be answered by Cheryl Hancin, Manager, Parks & Recreation and Jim Paggioli, Public Works Director, 127 Norwich Ave. Colchester, CT 06415 (860) 537-7297 or 537-7288.

SECURITY DEPOSIT

The Lessee shall post a security deposit in the amount of \$500, payable to the Town of Colchester, with the proposal, conditioned to provide that the Lessee shall be liable for any and all damage caused by use or operation of the facility, or the removal of equipment.

ACCOUNTING METHODS AND PAYMENTS

The lessee shall maintain accurate and complete accounting records and submit an annual summary of gross sales, excluding collected sales tax, to the Parks & Recreation Manager by November 30 each year of the contract.

1. Audits - The Town shall have the authority to audit, examine and copy the Lessee's books and records and books related to performance of this agreement. Such audits shall be supervised by the Town Finance Manager, and shall be made as he/she deems necessary to protect the Town.
2. Accounting Records - The Lessee shall make available to the Town copies of his federal income tax return and accountant's report when and if requested.

TERMS OF AGREEMENT

The Lessee shall perform through December 31, 2016, unless this Agreement is sooner terminated by mutual consent of the parties or by default or failure of the Lessee to pay consideration, keep its covenants and agreements or otherwise fail to perform as required. This agreement may be extended until December 31, 2017, if by September 31, 2016, the parties both agree in writing to the extension. This agreement may also be extended until December 31, 2018, if by September 31, 2017, the parties both agree in writing to the extension.

In addition, the Lessee shall comply with all Town ordinances and/or rules and state statutes pertaining to the collection, accounting and remittance of sales and use tax.

Lessee shall not be penalized for failure to perform any duty hereunder, during any time when it is impossible to conduct business due to an Act of God, invasion, terrorist attack, natural disaster, loss of power to the facility rendering performance wholly impossible.

INSURANCE REQUIREMENTS

1. (a) Lessee shall indemnify the Town, its officers, officials and employees, and save them harmless from any and all claims, demands, damages, actions, costs and expense of any nature and in any manner arising or resulting from any operations of Lessee hereunder. The provisions of this section shall survive any termination or expiration of this Agreement
- (b) Lessee shall provide and maintain throughout the term of this Agreement public Liability and products liability insurance in the name of the Town and Lessee in minimum limits of \$1 million for any one accident or occurrence, and property damage insurance for each accident in the amount of \$50,000. Such insurance shall be with a company or companies and under policies approved by the Town. Lessee shall pay the premium thereof in advance. All such insurance Policies shall provide that thirty (30) days advance notice shall be given to the Town prior to cancellation of any policy required hereby. Before Lessee takes possession of

the premises evidence of existence of such policies shall be sent to the First Selectman, with a copy to the Manager of Parks and Recreation.

- (c) Lessee shall provide and maintain throughout the term of this Agreement Worker's compensation coverage as provided by law. Lessee shall pay the premium thereof in advance. All such insurance policies shall provide that thirty (30) days advance notice shall be given to the Parks and Recreation Manager prior to cancellation of any policy required hereby. Before Lessee takes possession of the premises, evidence of existence of such policies shall be sent to the Parks and Recreation Manager.

The rights granted hereunder are not assignable without the written consent of the Manager.

REMOVAL OF EQUIPMENT

The Lessee may, upon termination or expiration of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee except that which has been accepted by the Town as Town Property, so long as such removal does not cause damage. The Lessee shall remove all of its equipment from the concession premises within fifteen (15) calendar days, or said equipment shall become the property of the Town. The Lessee shall leave the Premises, following such removal, in at least as good condition as the same now are in.

TERMINATION OF CONTRACT

Either party may notify the other party in writing prior to September 1 of any year during the term of this Agreement of its desire to terminate the Agreement for succeeding years. However, the Agreement shall be terminated under this paragraph effective December 31 of the year in which notice is provided only if both parties agree and, if they do, termination shall be effective for all succeeding years of the Agreement and the Agreement may not be revived.

Failing agreement of both parties to terminate, Lessee shall be committed to the provision of concession sales for the next year beginning the next January 1 and ending December 31.

Only if both parties agree to terminate as provided in this paragraph, shall the Agreement be of no further force and effect. And only then shall the Lessee be relieved of its obligations, except that the following shall survive and be enforceable: Any claims then existing against the said Lessee; any obligation or agreement to pay any monies, plus late fees and interest to the Town under the terms of this Agreement; continuing obligations and duties.

In the event of breach of this Agreement or violation of any law by Lessee, the Town may terminate this Agreement by giving the Lessee ten (10) days notice in writing,

specifying the matter(s) in which the Lessee is in default or has violated the law. In the event such matter(s) are not remedied within the 10 day period, the Agreement shall be ended and be of no further force and effect except as provided in section headed **Terms of Agreement**, paragraph three. The Lessee shall be given an additional fifteen (15) days to remove its equipment, except as provided in section headed **Equipment Maintenance**, paragraph one, or said equipment shall become the property of Town. Breach of this agreement shall result in the forfeiture of security deposit.

It is understood and agreed that the Lessee is in all respects an independent contractor in its relationship with the Town under this Agreement. It is not intended nor shall it be construed that the Lessee, any subcontractor of Lessee or its employees are partners, employees, officers or agents of the Town for any purpose whatsoever. Lessee shall hold the Town harmless from and indemnify it with respect to such matters as provided in section headed **Insurance Requirements 1. (a)**.

If either party is in default hereunder and such default injures the other party or subjects the other party to the payment of any money or damages, the defaulting party shall reimburse the other party for all such amounts, reasonable costs of collection, including a reasonable sum for attorney fees.

Parties' duties hereunder shall be either abated or suspended, along with the payment of money due hereunder, to the extent rendered impossible to perform because of an Act of God, invasion or natural disaster, in addition to the provisions described in paragraph three above.

Instructions To Applicants

Submit completed proposals in **sealed envelopes** to the Town of Colchester, First Selectman's Office, 127 Norwich Ave., Suite 201, Colchester, CT 06415. **Proposals will be accepted until Monday April 7 at 2:00 p.m.** At that time, proposals will be opened publicly in the Selectmen's Conference Room located in Suite 201.

Mark envelope in the LOWER LEFT-HAND CORNER: Proposal for Food and Soft Drink Concession- RFP #2014-05

All proposals shall include three (3) copies of the following:

- Official Proposal Sheet
- Menu and Price List
- Hours of Operation
- Yearly Rental Fee
- Resume of On-site Manager
- Proof of ability to obtain required Insurance
- Worker's Comp Certificate
- Proof of proper licenses/permits
- Three (3) references related to applicant's food service experience
- \$500 Security Deposit payable to "Town of Colchester"

Official Proposal Sheet
"Operation of a Food & Soft Drink Concession
at Colchester Recreation Complex"
RFP #2014-05

Company Name:

Contact:

Address:

City, State, Zip:

Phone: _____ Fax: _____

Email:

The following items are included with this application:

- Menu and Price List
- Hours of Operation
- Yearly Rental Fee
- Resume of On-site Manager
- Proof of Insurance
- Worker's Comp Certificate
- Proof of proper licenses/permits
- Three (3) references related to applicant's food service experience
- \$500 Security Deposit payable to "Town of Colchester"

Authorized by (please print):

Authorized Signature:

Date: _____