

**Town of Colchester**  
**And**  
**Colchester Public Schools**  
127 NORWICH AVENUE, SUITE 201 & 202  
COLCHESTER, CT., 06415-1260

Art Shilosky  
First Selectman

(860) 537 - 7220  
FAX: 537 - 0547

Jeffrey E. Burt  
Superintendent of Schools

(860) 537 - 7208  
FAX: 537 - 1252

**Bid # 2019-04**

**Request for Proposals**  
**Town of Colchester**  
**Operation of a Food & Soft Drink Concession**  
**Colchester Recreation Complex**

**BID # 2019-04**

Bids shall be addressed to 1st Selectman, Art Shilosky, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. Wednesday, April 10, 2019.**

Bids shall be submitted in a sealed envelope clearly marked, "2019-04 Operation of a Food & Soft Drink Concession Colchester Recreation Complex". Bid opening shall take place at the Colchester Town Hall, Office of the 1<sup>st</sup> Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. Wednesday, April 10, 2019.**

Any questions concerning this bid may be answered by contacting Tiffany Quinn., Town of Colchester Recreation Director, at (860) 537-7297.

**No right shall accrue to any person submitting a bid until such bids have been accepted and lease 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 lowest 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.**

**Instructions To Applicants**

**Mark envelope in the LOWER LEFT-HAND CORNER: Proposal for Food and Soft Drink Concession- RFP # 2019-4**

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

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

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**RFP #2019-04**  
**BID FORM**

**BIDDERS:** COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

**COMPANY NAME & ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ - \_\_\_\_\_

**FAX #:** \_\_\_\_\_ - \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**REPRESENTED BY:** \_\_\_\_\_  
(Name & Title)

**INSTRUCTIONS:** *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the premises and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

**BASE BID**

| <u>Item #</u> | <u>Description</u>           | <u>Price for Item</u> |
|---------------|------------------------------|-----------------------|
| 1             | Concession Stand Rental Fees | _____                 |

Total of estimate Amount Written in words:

\_\_\_\_\_

\_\_\_\_\_  
Bidders Name (print) Authorized Signature

Bidders Address: \_\_\_\_\_

\_\_\_\_\_  
Bidders Phone Bidders FAX

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**BID #2019-04**  
**General Specifications**

All bids must be submitted on the enclosed “Bid Form” *No Exceptions*. Bidder shall provide information regarding the bidder’s qualifications, company history, etc. on separate sheets.

**SCOPE**

This lease shall be defined as, but not limited to: 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/businesses approved by the Recreation Director to sell novelties (non-food items) on the Premises. The Lessee shall be required to cooperate with all organizations/businesses approved by the Recreation Department, to sell food items to benefit their organizations, not to exceed 25 days per calendar year.

The Lessee may not sub-let or assign the operation of the Concession Stand without written approval of the Recreation Director.

**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.

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**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 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

**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.

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**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.

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**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. Food 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 Recreation Director. 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 Director'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 Recreation Director, 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 lessee'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**

(Bid proposal will include a copy of all certifications and qualifications)

Lessee will, at all times, maintain an adequate staff of employees for the efficient operation of the business. The Lessee 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

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Operators credentials shall be submitted to the Recreation Director. 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 lease, selected Lessee must submit job resume of on-site manager/operator, and demonstrate 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**

(Bid proposal will include a copy of all licenses and permits pertaining to this bid)

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 lease may be answered by Tiffany Quinn, Recreation Director 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 Recreation Director by November 30, 2019.

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**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.

**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.

**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.

**USE OF PREMISES**

The Lessee shall take every precaution against injuries to persons or damage to property. The Lessee shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Lessee and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.

**INSURANCE REQUIREMENTS:**

The Lessee shall maintain for the life of the Lease the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000

General Aggregate - 2,000,000

Including coverage for:

- 1. Products/Completed Operations.
- 2. Leaseual Insurance.
- 3. Broad Form Property Damage.
- 4. Independent Lessees.
- 5. Personal Injury.
- 6. Premises-Operations.

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- B. Worker's Compensation - Statutory
- C. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.
- D. The lease of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by lessee due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

References: Lessee must supply three (3) references where similar work was performed within the last 5 years.

RENTAL PERIOD

May 1, 2019 through November 31, 2019

Basis of Award: This lease will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town. The minimum acceptable bid will be \$1500 per calendar year.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required a lease. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

The lessee shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Lease Agreements. In addition, the lessee agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the lessee's performance or lack of performance of the Lease. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the lessee's performance or lack of performance of the Lease or arising from the enforcement of this provision.

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**SAMPLE LEASE**

THIS AGREEMENT made this \_\_\_<sup>th</sup> day of April, 2019, by and between  
\_\_\_\_\_ herein after called the "Lessee", and the Town of Colchester.

WITNESSETH, that the Lessee and the Town of Colchester for the bid sum of XXXXX  
XXXXXXXXX dollars (\$ XXXXXXXX) and considerations stated herein mutually agree to  
provide as described in RFP 2019-04 Request for Proposals Town of Colchester- Operation of a  
Food & Soft Drink Concession, Colchester Recreation Complex and submitted response by the  
lessee.

Article 1.     Statement of Work. The Lessee shall furnish all supervision, technical personnel,  
labor, materials, machinery, tools, equipment and service and perform and complete in an  
efficient and workmanlike manner all work required for the Professional services in strict  
accordance with the Lease Documents, including all Addenda, thereto, all as prepared by the  
Town of Colchester. It is recognized that the general and specific scope of the project is outlined  
within the Proposal documents.

Article 2.     The Lease Price. The Lessee will pay the Town of Colchester a rental fee for the  
use of the Lease in current funds for the total amount stipulated in the Bid for the exclusive use  
of the Concession Stand at the Colchester Recreation Complex. The minimum acceptable bid  
will be \$1500.

Article 3.     Lease Documents: The executed lease documents shall consist of the following:

- |                           |                                   |                       |
|---------------------------|-----------------------------------|-----------------------|
| a. This Agreement         | e. Resume/Certifications of staff | i. Signed Copy of Bid |
| b. Insurance Certificate  | f. Menu with prices               | j. Hours of Operation |
| c. Invitations for Bids   | g. Notice of Award                | k. Deposit            |
| d. Instruction to Bidders | h. Bid Proposal                   | l. Lessee References  |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said  
other documents are as fully a part of the Lease as if thereto attached or herein repeated, form the  
Lease between the parties thereto. In the event that any provision in any component part of this  
Lease conflicts with any other component part, the provision of the component part first  
enumerated in this Article 3, shall govern, except as otherwise specifically stated.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER:

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Lessee:  
Attest \_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)

Certification of Corporate Lessee

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee herein; that \_\_\_\_\_ who  
signed this Agreement on behalf of the lessee, was then \_\_\_\_\_ of said corporation; that  
said Agreement was duly signed for and on behalf of said corporation by authority of its  
governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Corporation)