TOWN OF NEWTOWN, CONNECTICUT

REQUEST FOR PROPOSAL

Proposals will be received at the office of the Financial Director, 3 Primrose Street, Newtown, Connecticut 06470, until but no later than: **11:00 a.m., Thursday, May 8, 2014:**

Covering: **FOOD CONCESSION SERVICES FOR TREADWELL PARK (Mandatory Pre-Proposal meeting: 9:00 am, Monday, April 28, 2014-Treadwell Park, 49 Philo Curtis Road, Sandy Hook, CT 06482)**

The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, or proposals; to waive any technicality in any proposal or part thereof, and to accept any proposal deemed to be in the best interest of the Town of Newtown. The Town of Newtown is an Affirmative Action Employer - MBE/WBE are encouraged to bid. Plans and Specifications can be found on-line at: www.newtown-ct.gov under the Purchasing Dept.

E. Patricia Llodra
First Selectman

Robert G. Tait
Finance Director

PURCHASING AUTHORITY

NEWTOWN MUNICIPAL CENTER
3 PRIMROSE STREET
NEWTOWN, CONNECTICUT 06470
TEL. (203) 270-4221 / FAX (203) 270-4205

www.newtown-ct.gov

TOWN OF NEWTOWN
PURCHASING AUTHORITY

E. PATRICIA LLODRA
FIRST SELECTMAN
ROBERT G. TAIT
FINANCE DIRECTOR

INSTRUCTIONS TO PROPOSERS

1. Submit proposals in a sealed envelope plainly marked to identify the particular proposal.

2. The Purchasing Authority of the Town of Newtown reserves the right to accept or reject any or all options, bids, or proposals; to waive any technicality in any bid, or part thereof, and to accept any bid deemed to be in the best interest of the Town of Newtown, Connecticut.

3. Proposers may be present at the opening of the proposals.

4. Proposals may be held by the Town of Newtown for a period not to exceed ninety (90) days from the opening of the proposals for the purpose of reviewing the proposals and investigating the qualifications of the proposers prior to award.

5. It is the sole responsibility of the proposer to see that the proposal is in the hands of the proper authority prior to the proposal opening time.

6. The successful proposer may be required to post a Certificate of Insurance, with the Town of Newtown named as additional insured, in an amount to be determined by the Town of Newtown.

REQUEST FOR PROPOSAL

The Town of Newtown is accepting proposals on the following:

<u>Food Concession Services for Treadwell Park</u>

All Proposals must be submitted on forms and in accordance with the specifications supplied by

The Town of Newtown
Finance Department
3 Primrose Street, Newtown, CT 06470

Mandatory Concession site visit: 9:00 am, Monday, April 28, 2014.
At Treadwell Park, 49 Philo Curtis Road, Sandy Hook, CT 06482

Proposals will be received until but no later than: 11:00 am, Thursday, May 8, 2014

Town of Newtown, Connecticut 06470

Food Concession Services for Treadwell Park

Place of Opening

Finance Department, 3 Primrose Street, Newtown, CT 06470

Time of Opening

11:00am, May 8, 2014. Proposals may be withdrawn 90 days after opening if no award has been made.

1. **Intent**

   The town of Newtown intends to contract with a single independent food concessions operator at Treadwell Park on Philo Curtis Road in Sandy Hook, CT for the sale of food and beverages. The term of the contract is expected to be from May 24, 2014 through September 1, 2014, with an option for renew up to five seasons before another bid is awarded.

2. **Scope of Proposal**

   The Town of Newtown Parks and Recreation Department owns, operates and maintains the Treadwell Park Facility. The park is located on Philo Curtis Road in Sandy Hook and the concession stand is part of the pool house facility at Treadwell Park. The Concessionaire shall provide for sale refreshments within the premises, at reasonable market prices and to a offer a variety of items including but not limited items that reflect healthy options such as local fresh and organic. The prices and items are subject to approval by the Parks and Recreation Commission. Profits from the sale of such refreshments will be retained by the Concessionaire.

   The Newtown Parks and Recreation Commissioners have determined that a minimum fee of $1,550.00 shall be paid annually by the concessionaire for the right to operate at Treadwell Park. Such fee shall be subject to an increase of 10% annually for up to five years.

3. **Conditions**

   A. The Concessionaire must keep the concession area neat and clean at all times, including the pickup of litter generated by the sale of their products. Litter shall be cleaned up on a regular basis during the day around the concession area and removed daily from the site.

   B. All attendants shall always be clean as to their appearance and dress. The Concessionaire shall provide enough attendants to take care of the public's wants with reasonable promptness.

   C. All beverages are dispensed in paper containers or equivalent biodegradable materials, and straws are to be of biodegradable material. All items for sale must be done within the established concession area (i.e. no vending will be permitted outside of the specified concession area). This includes hot dog carts, ice cream trucks, etc.

D. The selling price of all articles shall not be higher than the generally observed regular retail price throughout the town. A list of prices shall be placed on file at the Parks and Recreation Department office and on display at the concession stand.

E. The Concessionaire shall furnish its own equipment and furniture necessary for the operation of the concession other than what is currently available at the premises. If applicable, a joint inventory between the Assistant Director of Parks and Concessionaire, including full accounted of all Town Fixtures and equipment, will be done prior to the start and completion of any relevant season.

F. The Concessionaire shall not use the premises except to conduct the concession business in the concession area. There shall be no hawking of wares, either at the concession stand or any other part of the Park. There shall not be any salesman stationed in any part of the Park other than at the concession stand. There shall not be any signage, temporary or permanent, place in any part of the Park.

G. The Lessee shall not alter or make additions to the leased premises, buildings, or utilities provided, without the written consent of the Parks and Recreation Commission.

H. The Concessionaire shall not sublet the premise or any portion thereof without the written consent of the Parks and Recreation Commission.

I. The Assistant Director of Parks, Parks Supervisor, Assistant Director of Recreation and Director of Recreation has full authority to enter the concession at any time in order to inspect the area and contents.

J. The Concessionaire agrees that under no condition will any alcoholic beverages be sold, provided, vended or permitted within any areas operated by the Concessionaire, even should such alcoholic beverages be brought to the premises by the patron or visitor.

K. If, at any time, the Parks and Recreation Commission feel that the concession is not being conducted, properly it may remove the Concessionaire from the Park for the balance of the season, without refund.

L. Upon termination of this agreement, the Concessionaire shall leave the premises in as good as condition as they are, excepting reasonable wear.

M. The hours of operation shall be from no earlier than 8:00am and no later than 9:00pm Sunday through Saturday. There could be the possibility that the Concession will not be able to operate in the event that a non-profit event that the Board of Commission approves for the area. Two weeks advanced notice would be given of any such event.

N. Deliveries of equipment or supplies may not come beyond the driveway area of the park and may not obstruct the parking and driveway area.

4. Miscellaneous Obligations

A. The Concessionaire must furnish at his expense, physician certificates for all his employees and any and all permits, Health Department or otherwise, for the transaction of such business.

B. All work done and equipment used shall comply with all pertinent O.S.H.A., federal, state and local regulations.

C. The Concessionaire shall comply in all aspects with the Equal Employment Opportunity Act and the Affirmative Action Plan. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

5. Destruction of Premises

In the event that any of the concession sites shall be destroyed or damaged by fire or other casualty so as to render them untenable for a period of at least six (6) days, either the Town or the Concessionaire may elect to withdraw the destroyed concession sites from this agreement, and thereupon such concession sites shall be eliminated from the terms of this agreement. Such election shall be indicated by written notice.

The Concessionaire shall not perform any acts on the premises that will cause to increase the rate of fire insurance or to violate the rules of the Park, Health, or Fire Departments.

6. Preparation and Submittal of Proposals

A. All proposals shall be signed in ink by the Bidder's duly authorized principal.

B. Requests for extensions of the opening time and date will not be granted.

C. Proposers mailing their proposals should allow for normal time to ensure receipt of their Proposals by the Newtown Purchasing Agent prior to the time and date fixed for opening of proposals.

D. Proposals or unsolicited amendments to proposals received by the Newtown Finance Department after the acceptance deadline will not be considered. Proposals will be publicly opened and logged in at the time and date specified in this request.

E. Each proposer shall submit one original and two copies of its proposals to the Newtown Purchasing Agent in a sealed envelope. The envelope shall clearly mark the title of the bid as a reference.

F. Proposers shall include a list of products to be sold, including brand and cost to patrons; as well as number of staff expected to support your operations.

7. Miscellaneous

The contents of the proposal submitted by the selected Proposer and this RFP will become a part of the contract award.

8. Insurance

Prior to the execution of any contract, the Town of Newtown requires that any awarded Concessionaire providing materials, equipment or services to the Town, must provide to the Town a certificate of insurance (Accord or other approved format) naming the Town of Newtown as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of $1,000,000 (Combined single limit) Bodily Injury/Property Damage coverage per occurrence and $2,000,000 general aggregate coverage.
- Public Liability insurance, in the amounts of $500,000 (single limit) and $1,000,000 (aggregate coverage), including products liability coverage.
- Property damage liability insurance in the amount of $1,000,000.
- Automobile Liability in the amount of $1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the Town before starting work.

9. Indemnification

The awarded firm agrees to indemnify, defend, and save harmless, the Town of Newtown, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the awarded firm's breach of a resulting agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the firm in the performance of a resulting agreement.

The Town, as a sovereign government, cannot indemnify businesses or individuals.

The Town shall not be liable to the Concessionaire for any injury or damage, however caused, to any property or person because of any act of the Concessionaire or his/her agent(s).

10. Award

The Town may reject any or all proposals for such reason as it may deem proper. In acceptance of proposals, the Town will be guided by consideration of the interests of the Town. The Town also reserves the right to negotiate further with one or more of the proposers as to any features of their proposals when such action will be in the best interests of the Town. Review of proposals may include consideration of proposer's financial capacity, and status of current and/or past taxes due.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other person or persons making a

proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Newtown is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission there from in any manner which is unethical or contrary to the best interest of the Town of Newtown.

The awarded Concessionaire will be required to execute a contract, upon notification of award and upon provision of all necessary supporting documentation on to the Finance Department.

The amount of the contract fee payable to the Town shall be due on the date of the lease signing, and payable in advance for the term of the lease via certified check or cashier's check.

11. Health Department Requirements

The Concessionaire shall obtain a Food Service License with Newtown District Department of Health (Application attached).
The concession shall maintain the establishment in compliance of Public Health Code 19-13-B42.
The Connecticut Public Health Code Section 19-13-B42 can be located at: www.ct.gov/dph
Routine focused food service inspections will be conducted by Newtown Health District. The concession shall maintain a rating score of eighty (80) or higher and shall not have one (1) or more four (4) demerit point items in violation, regardless of the rating score.

The concessionaire shall employ on-site at least one Qualified Food Operator who is in a supervisory position and has demonstrated knowledge of safe food handling techniques. The Qualified Food Operator shall provide a copy of certification from an approved testing organization to Newtown District Department of Health.

3. Conditions

(A) The Food Service License issued for your business is for the menu, the establishment, the structure, the equipment and the staff that comprises your business. Temporary Food Event s require approval from Newtown Parks and Recreation and permitting from Newtown District Department of Health.

(B)

- Plan drawn to scale showing location of all kitchen equipment and food / supply storage.
- Manufacturer specification sheets for each piece of equipment shown on plan. All equipment must be NSF [National Sanitation Foundation] or UL Classified.

- Proposed vendor list
- Proposed menu

Serving Newtown,
Bridgewater & Roxbury
3 Primrose Street
Newtown, CT 06470

Tel. (203) 270-4291
Fax (203) 270-1528
E-Mail health.district@newtown-ct.gov

NEWTOWN DISTRICT DEPARTMENT OF HEALTH

FOOD SERVICE LICENSE APPLICATION
2013 - 2014

Class I ~ $25.00 Class II ~ $50.00 Class III ~ $100.00 Class IV ~ $150.00
Checks are to be made payable to the Newtown Health District

Business Name: _____

Business Address: _____

Business Phone: _____

Business Fax: _____

Business E-Mail Address: _____

Hours of Operation: M _____ T _____ W _____ Th _____ F _____ Sa _____ Su _____

Maximum number of employees per shift _____

Qualified Food Operator: _____

Qualified Food Operator: _____

Alternate Person in Charge: _____

Alternate Person in Charge: _____

In Case of Emergency Contact name: _____

Emergency Contact 24-hour telephone info: _____

Does this business have an emergency generator? Yes – No (please circle one)

Please see important water and waste information and signature line on reverse side

NEWTOWN DISTRICT DEPARTMENT OF HEALTH
FOOD SERVICE LICENSE APPLICATION
2013 – 2014

All facilities utilizing their own well are **required** to test for all of the following constituents **for this license renewal**: bacteria, physical qualities (color, odor, turbidity, nitrate nitrogen, nitrite nitrogen, sodium, lead & copper). Testing within the last three months will be acceptable ONLY if it includes all parameters listed above.

Water Source: _____ Public _____ Well Seating Capacity: _____

Sewage Disposal: _____ Sewer _____ Septic System

Grease and Waste Oil Information:

Grease Trap: Yes – No (please circle one) Inside – Outside (please circle one)

Grease Trap Capacity in Gallons: _____gallons

Name of person responsible for maintenance of grease trap:

_____

Do you collect waste oil (fryolator oil) for recycling: : Yes – No (please circle one)

Name of person responsible for coordination/maintenance of this oil recycling effort:

_____

Name and telephone number of company responsible for collecting waste oil:

Company Name: _____

Telephone Number: _____

Owner Information:

Owner of Business: _____

Signature of Owner: _____Date:_____

PROPOSAL FORM

TOWN OF NEWTOWN, CT 06470

Food Concession Services for Treadwell Park

Opening: Thursday, 11:00am, May 8, 2014

The Town of Newtown
Finance Department
3 Primrose Street, Newtown, CT 06470

In accordance with the Town's Specifications, the undersigned agrees to provide concession services at Treadwell Park for an annual fee payable to The Town of Newtown in the amounts as stipulated in Section 2.

_____dollars and _____cents $_____

The undersigned is familiar with the conditions surrounding this call for proposals bids, is aware that the Town reserves the right to reject any and all bids, and is submitting this proposal without collusion with any other person, individual or corporate.

Witness	**Signature**
Company Name	**Printed Name**
Address	**Title**
Town State Zip Code	**Date**
Federal ID # (or SSN)	**Telephone Number**
Email address	**Fax Number**

REQUEST FOR PROPOSAL