



**TOWN OF STRATFORD
Request for Proposal**

**RFP #2015-001
Lease for Town Owned Concession at Short Beach**

The Town of Stratford, Connecticut, through the Office of the Purchasing Agent, will receive sealed proposals as outlined in the accompanying specifications, in accordance with the following instructions, conditions, and reservations.

A. CLOSING DATE:

Proposals will be received until **3:00 p.m., February 18, 2015**, at the Office of the Purchasing Agent, Room 202, Town Hall, 2725 Main St., Stratford, CT 06615. Proposals may be hand delivered or sent by mail. Faxed proposals will not be accepted.

Any bid may be withdrawn prior to the above scheduled time for receiving proposals, or any authorized postponement thereof.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

B. INSTRUCTIONS:

Proposal price forms are provided. Submit **two** copies of proposals to the Purchasing Agent. Proposals must be in a sealed envelope and must carry the proposal number and/or subject matter on the face thereof.

CONDITIONS:

1. INSURANCE:

A. General Liability

Occurrence limit \$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. Products Liability Occurrence limit \$1,000,000

B. 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.

The proposer shall procure and pay for the insurance coverage described above and must maintain the indicated insurance for a period of two (2) years after completion of the contract. All policies shall provide for thirty (30) days written notice prior to cancellation, substantial change or nonrenewal. The successful bidder must file the required Performance Bond and an Insurance Certificate within two weeks of the date of notification of 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** as Additional Insured must be in the Town's possession at all times. In addition, the selected firm shall require its subcontractors, if any, to meet the same insurance requirements and to furnish the Town with similar evidence of insurance.

In addition, the proposer shall, at all times, save, indemnify, defend and hold harmless the Town of Stratford, its officers, agents, employees, officials representatives and servants from liability of any nature or kind, including costs and expenses for or on account of, any patented or copyrighted equipment, materials, articles, or processes used in the performance of this contract, or on account of any and all claims, damages, losses, litigation expense and counsel fees arising out of loss or injuries (including death) sustained by or alleged to have been sustained by the public or any persons affected by the proposer's work, or by the proposer or any subcontractor, or anyone directly or indirectly employed by them while engaged in the performance of their duties in connection with this contract.

Note: naming the Town as certificate holder is not sufficient. The Town must be named as an additional insured on the policy.

C. GENERAL INFORMATION:

Proposals will be accepted at this time on the following concession areas:

1. Short Beach Pavilion
2. The Town will consider proposals for leasing the Short Beach Pavilion concession for a minimum one-year period, up to a maximum of three years, as explained in the accompanying conditions and specifications. Unless otherwise specified in the lease, the contract awarded will begin the date that the 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 concession in accordance with the conditions as outlined in these bid documents.

The facilities to be leased may not be used for any purpose other than the legal preparation and sale of food and beverages. No glass bottles or cans are to be sold at the concession. Food and drink are to be sold in disposable paper cups and plates. No alcoholic beverages of any kind shall be sold by the Lessee or stored or consumed on the premises covered by the Lease.

Before opening the concession, the Lessee must contact the Health Dept. for clearance. The License Fee is now \$220.00 and there is a Health Department plan review application (\$85) & an 11 page form that must be completed. All staff and employees at the stand must have passed a test prescribed by the Health Department & a Qualified Food Operator must work at the stand at least 30 hours per week. Hot and cold running potable water is required at all sites per the Health Dept. The foregoing is subject to change at any time as deemed appropriate by the Health Department.

All servicing areas are to be equipped with an approved type screening. All concession 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. If possible, the Town will arrange for pickup of the trash through the cooperation of the Sanitation Division of the Public Works Dept.

All operations and facilities provided by the Lessee must conform to all State and Local Health Codes. **Please attach a sample menu and list of your experience in food service.**

All operations and facilities must conform to State Fire Safety Codes and Lessee shall be responsible for compliance with all health, safety and other regulations and laws that may be applicable to Lessee's operations. Information on Fire Safety regulations can be obtained from the Fire Marshal's Office, Stratford Fire Department.

Operation of the Concessions during hours of public use of the Town's recreational facilities is the essence of the lease, and any unexcused failure by the Lessee to operate the concessions during such hours can constitute a breach of the lease to be awarded. See detail under each concession area for exact operating hours required. The Lessee must agree to operate the concessions 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 lease involved, and shall entitle the Lessor (Town) 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 shall make no alterations to the facilities without the formal consent of the Town. The Lessee shall 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.

Utilities are the responsibility of the Lessee at the Short Beach Concession, based on separate meters in the name of the Lessee.

The Lessee shall furnish any additional interior plumbing and wiring required for its operations, which plumbing and wiring shall become a fixture and part of the realty and may not be removed by the Lessee after the expiration of the contract. The Lessee shall also provide all other equipment necessary to operate the concession, which equipment shall remain the property of the Lessee, except that any equipment installed which would be considered to be permanently or partially attached to the building shall remain with the building after the lease expires.

The Town of Stratford shall not be responsible for loss of or damages to property, or injury to persons occurring in or about the leased 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 as stated 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 contract can be formalized.

The Lessee shall, at the time of the lease signing, provide the Town of Stratford a deposit equivalent to one twelfth (1/12) 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 lease payments within ten calendar days of the due date of the lease payment.
2. The Lessee causes damage to the Town's real or personal property and fails to restore it to its condition prior to the damage.

Payment of the contract price of Short Beach Pavilion shall be made to the Town of Stratford in two installments each year. The first payment will be due May 1 of each year and the final payment due July 15 of each year and any subsequent rentals payable in accordance with the Lease terms, usually on the anniversary date.

Method of Award:

It is the intent of this Request for Proposal that the award will be made to the bidder or bidders 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.

It is understood that said offer or offers are subject to the official approval of the Mayor. If approved by the Mayor, the formal Contract will be handled by the Town Attorney's Office.

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

SHORT BEACH PAVILION

This concession lease involves facilities at the Short Beach Pavilion only, and has nothing to do with any of the facilities at the golf course. The refreshment stand at the pavilion shall remain open for business between the hours of 8:00 a.m. to 6:00 p.m., each day from Memorial Day through Labor Day. At his option, the Lessee may keep the stand open from 8:00 a.m. through 9:00 p.m. to accommodate early swimmers and night softball games. Also at his option, the Lessee may open the stand the first week in May, and keep it open into the month of October.

With regard to the Short Beach Pavilion, any equipment OWNED BY THE TOWN presently at the facility may be used by the concessionaire without any obligation. However, the Town will provide no warranty as to condition, and if the equipment has to be repaired or replaced, it will be at the concessionaire's expense. A list of the equipment owned by the Town follows:

- 1-FIRE SUPPRESSION SYSTEM
- 1-3 BAY STAINLESS STEEL SINK
- 1-WATER HEATER
- 1-50 gal. WATER TANK
- 1-20 gal. WATER TANK
- 1-HAND WASH SINK
- 1-PREP SINK
- 1-GREASE TRAP
- 1-SOAP DISPENSER
- 1-TOWEL DISPENSER
- 1-MOP SINK
- 1-2 FT. STORAGE RACK

The persons submitting bids should inspect the facilities prior to bidding, and make their own determination of the condition and usability of any equipment in the building, and their bids should reflect any investment they need to make in the property.

The Town of Stratford will be responsible for adequate fire insurance on the concession area at Short Beach.

The building at Short Beach has electric and water service, but the Lessee is responsible for payment for the utilities to the utility companies, based on separate meters for such service, in the name of the Lessee.

The Town shall furnish complete cleaning and custodial service at the beginning of the day for the entire pavilion. The Lessee shall be responsible for maintaining the cleanliness of the entire Pavilion throughout the day.

The Lessee for the Short Beach concession shall also be responsible for care and maintenance of the interior of the building. The Town of Stratford will be responsible only for the maintenance of the exterior of the building.

(Where Town-owned facilities are involved, the Lessee is to advise the **Parks Superintendent** of the Town of Stratford of any incident of major vandalism to the exterior of those facilities as soon as possible).

To inspect the facilities at Short Beach, interested parties should contact Parks Superintendent Chad Esposito , at 385-4080 between the hours of 8:00 a.m. and 4:30 p.m.

F. RESERVATIONS:

The Town of Stratford may consider informal any proposal not prepared and submitted in full 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 informalities in said proposals; or to accept any proposal or part thereof deemed to be in the best interests of the Town of Stratford.

TOWN OF STRATFORD
PROPOSAL FORM

RE: LEASING OF SHORT BEACH PAVILION

We, the undersigned, hereby submit the following proposal for your consideration, in full accordance with your above-noted Request for Quotation, and the instructions, conditions, specifications and reservations noted therein.

Proposal

SHORT BEACH PAVILION: ALL PAYMENTS DUE IN 2 INSTALLMENTS – THE FIRST PAYMENT DUE MAY 1 AND FINAL PAYMENT DUE JULY 15.

FOR ONE-YEAR LEASE: I, WE shall pay the Town the sum of \$_____

Per year for year ONE of lease.

FOR TWO-YEAR LEASE: I, WE shall pay the Town the sum of \$_____

Per year for year TWO of lease.

FOR THREE-YEAR LEASE: I, WE shall pay the Town the sum of \$_____

Per year for year THREE of lease.

Sample Menu Attached (Yes/No)

Experience Summary Attached (Yes/No)

Print Company Name

Print Name of Person Signing

Signature

Phone: _____

Date

Email: _____