



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

**REQUEST FOR PROPOSALS**

RFP No. 2016-063

Issued : December 21, 2016

Subject : Operation of a Mobile Refreshment Stand at the  
Birdseye Street Boat Launching Area

The Town of Stratford through the Office of the Purchasing Agent, will receive proposals in accordance with the instructions, conditions and reservations that follow:

**A. CLOSING DATE:**

Proposals will be received until \_\_January 11, 2017 at 3:00 pm\_\_ 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Any proposal may be withdrawn prior to the above-scheduled time for receiving proposals or authorized postponement thereof. Any proposals received after the date and time specified shall NOT be considered.

**B. INSTRUCTIONS:**

Proposals are to be submitted **(SIX COPIES)** in a sealed envelope/box and clearly marked with the bid number and description on the outside of the envelope, including all outer packaging (DHL, FedEx, UPS, etc).

Proposals must be delivered to:

Purchasing Department  
Stratford Town Hall – Rm 202  
2725 Main Street  
Stratford, CT 06615

### C. CONDITIONS:

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

**Addendums:** All addendums will be posted on the town website, [www.townofstratford.com](http://www.townofstratford.com). It is the responsibility of the proposer to check the website for any addendums before submitting their proposal.

**F.O.B. Destination:** All prices quoted must be net delivered to destination.

**Conflict of Interest:** No public official or employee shall, while serving as such, have any financial interest or engage in any business, employment, transaction or professional activity or incur any obligation of any nature which is in substantial conflict with the proper discharge of his/her duties or employment in the public interest.

### INSURANCE REQUIREMENTS

1. **INSURANCE:** The Contractor shall purchase the following types of insurance, and maintain all insurance coverage for the life of the contract, from an insurance company or companies with an A.M. Best rating of A- (IX) or better. Such insurance shall protect and indemnify the Town of Stratford from all claims which may arise out of or result from the Contractor's obligations under this Agreement, whether caused by the Contractor or by a subcontractor or any person or entity directly or indirectly employed by said Contractor or by anyone for whose acts said Contractor may be liable:

#### A. Commercial General Liability Insurance

Contractor shall provide a commercial general liability insurance policy that includes products, operations and completed operations. Limits should be at least: Bodily injury & property damage with an occurrence limit of \$1,000,000; Personal & advertising injury limit of \$1,000,000 per occurrence; General aggregate limit of \$2,000,000 (other than products and completed operations); Products and completed operations aggregate limit of \$2,000,000.

- Such coverage will be provided on an occurrence basis and will be primary and shall not contribute in any way to any insurance or self insured retention carried by the Town.
- Such coverage shall contain a broad form contractual liability endorsement or similar wording within the policy form.
- The policy shall name the Town of Stratford as an additional insured as evidenced by Insurance Services Forms CG2033 and CG2037

#### B. Commercial Automobile Insurance

Contractor shall provide commercial automobile insurance for any owned autos (symbol 1 or equivalent) in the amount of \$1,000,000 each accident covering bodily injury and property damage on a combined single limit basis. Such coverage shall also include hired and non-owned automobile coverage.

#### C. Workers Compensation

Contractor shall provide worker's compensation and employer's liability insurance that complies with the regulations of the State of Connecticut with employers liability limits no less than \$100,000 each accident by bodily injury; \$100,000 each accident by disease; and a policy limit of \$500,000.

**D. Umbrella Liability Insurance**

Contractor shall provide an umbrella liability policy in excess (without restriction or limitation) of those limits described in items (A) through (C). Such policy shall contain limits of liability in the amount of \$1,000,000 each occurrence and \$1,000,000 in the aggregate which may be amended if deemed reasonable and customary by the Town of Stratford at the sole cost and expense of the Contractor.

As to the insurance required, the insurer(s) and/or their authorized agents shall provide the Town with certificates of insurance prior to commencement of the work, describing the coverage and providing that the insurer shall give the Town written notice at least ten (10) days in advance of any termination, expiration or changes in coverage.

**2. INDEMNIFICATION**

In addition, the proposer shall, at all times, save, indemnify and hold harmless the Town of Stratford, its officers, agents, employees 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.

3. **INDEPENDENT CONTRACTOR.** All activities performed by the Contractor and its agents, employees or representatives are, for all purposes under this Agreement, performed as an independent contractor and not as an employee of the Town, and neither the Contractor nor its employees shall be entitled to any benefits to which employees of the Town are entitled including, but not limited to, worker's compensation, overtime, retirement benefits, health care benefits, vacation pay or sick leave.

**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.

## **A MOBILE REFRESHMENT STAND AT THE BIRDSEYE STREET BOAT LAUNCHING AREA**

### **A. INTRODUCTION**

The Town of Stratford (herein “Town”), on behalf of the Town’s Waterfront and Harbor Management Commission (herein “WHMC”), is seeking the submission of sealed bids from individuals and firms qualified to provide and operate a MOBILE REFRESHMENT STAND (e.g., “Food Truck” or other, similar facility) for a minimum of a three-year period, up to a maximum of a five-year period. The bid winner agrees to operate the MOBILE REFRESHMENT STAND for a minimum of six (6) hours a day for six (6) days a week weather permitting during the period between April 30 to October 31. Rent will be collected on \_\_\_\_\_. The contract that is awarded will consist of the right to operate a MOBILE REFRESHMENT STAND at the Birdseye Street Boat Launching area (herein “Agreement”). The Birdseye Street Boat Launching area is owned by the Town and is managed by the WHMC. The right to operate at such location shall be subject to termination if the selected operator fails to meet any of its obligations under the RFP or under the Agreement.

The Birdseye Street Boat Launching area is located on the Housatonic River at the foot of Birdseye Street and is the Town’s principal facility for public boating activities and public access to the River. Included at the facility are public boat launching ramps, docks, a fishing pier, and the Coast Guard Auxiliary Station.

To be considered for the contract, bidders who submit bids in response to this Request for Proposals (RFP) must comply with all submittal requirements specified in the RFP.

### **B. GENERAL CONDITIONS FOR OPERATION**

All operations and facilities provided by the operator shall conform at all times to all local, state, and federal laws or regulations, including all local and state health codes. As such, the operator shall be required to obtain all necessary permits from the Stratford Health Department before the operator shall be allowed to open the MOBILE REFRESHMENT STAND for business.

All operations and facilities provided by the operator also shall conform to State Fire Safety Codes. Information on those codes can be obtained from the Fire Marshal’s Office located at the Stratford Fire Department.

The MOBILE REFRESHMENT STAND shall be open for business during the normal hours of public use of the Birdseye Street Boat Launching area, including, all Saturdays, Sundays, and Holidays during the boating season which shall be from Memorial Day through and including Labor Day. Additional hours and times of operation are encouraged and will be viewed favorably by the Town. Proposed hours of operation must be included in the bidder’s response to this RFP.

In addition, all servicing areas are to be equipped with approved screening. The operator shall at all times keep all facilities in a clean and sanitary condition that is free from trash. Grounds on and adjacent to the facility are to be maintained by the operator, with all trash picked up and placed in proper trash containers. Private carting must be arranged for the pickup and removal of trash.

The operator shall agree to operate the MOBILE REFRESHMENT STAND in such manner as will enhance the good will of the Town, and must treat all customers in a courteous and professional manner.

No signs, advertisements, or notices other than the name of the operator's business and a listing of the refreshments that are offered for sale, shall be permitted on the premises without the prior written approval of the Town.

The operator shall provide the MOBILE REFRESHMENT STAND with all the equipment that is necessary to operate the stand and such equipment shall remain the property of the operator. The Town will not supply any equipment to the operator of the MOBILE REFRESHMENT STAND.

The operator shall also be required, during all hours of operations, to sell Town Boat Launching Permits on a pass-through basis (no fee will be paid to the operator for selling the Launching Permits).

The MOBILE REFRESHMENT STAND shall not be used for any purpose other than the preparation/sale of food and beverages, and for the sale of Town Boat Launching Permits. All food and beverages are required to be sold in disposable paper, plastic, or foam containers. No glass containers or bottles will be permitted to be sold at the MOBILE REFRESHMENT STAND. Further, no alcoholic beverages of any kind shall be sold, stored or consumed on the premises. Any additional activity, including but not limited to, entertainment, live music, special events, assemblies, or gatherings of any kind, shall not be permitted on or near the premises at any time without the prior written approval of the Town.

The right to operate at the Birdseye Street Boat Launching area is not a lease. Such right to operate at the Birdseye Street Boat Launching area may be revoked immediately by the Town upon violation of any of the conditions set forth in the Agreement or contained in this RFP.

The right to operate the MOBILE REFRESHMENT STAND at the Birdseye Street Boat Launching area shall not be assignable or transferrable without the prior written consent of the Town.

The Town of Stratford shall ***not*** be responsible for loss of or damages to property, or injury to persons occurring in or about the 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, negligence or wilful misconduct of any other person or persons on or about the property.

The Operator shall be required to pay a rental fee to the Town for the exclusive right to operate a MOBILE REFRESHMENT STAND at the Birdseye St. Boat Launching area. That fee shall be

specified in the Agreement and shall be paid to the Town on a yearly basis, with the first rental payment payable upon the signing of the Agreement and all subsequent rental payments becoming due on the one-year anniversary of the date of the first rental payment.

### **C. METHOD OF AWARD:**

It is the intent of this RFP that the award shall be made to the bidder submitting the best offer as determined to be in the best interests of the Town, based on all the conditions and specifications set forth herein. Proposed hours of operation, items to be offered, reputation of the bidder, methods of operation, and the proposed fee to be paid to the Town for the exclusive right to operate at the Birdseye Street Boat Launching Facility shall be considered, along with any other relevant considerations as determined by the Town.

A selection panel, made up of Town officials and employees will review the bids that are submitted. The panel will make its decision based on the information gathered during the bidding process and/or evaluation criteria outlined in the RFP. Once the panel reaches a decision, the panel will then submit their recommendation to the Town Council for approval. If the recommendation of the panel is approved by the Town Council, a representative from the Town Attorney's Office will handle the execution of the Agreement.

The Town of Stratford reserves the right to reject any and all responses, any portions thereof and to waive any defects in same, without cause. The Town is under no obligation to award a contract. The responsibility for the final selection and contract negotiation rests solely with the Town.

The Town shall not be liable to any Bidder for costs associated with responding to the Request for Proposals, for costs associated with the bidder's participation in any interview(s) or for any costs associated with negotiations.

### **D. SPECIFIC INFORMATION**

#### **Birdseye Street Boat Launching Area**

There is no building to accommodate food vending service at this site. The operator will, at his own expense, furnish whatever utilities are needed to operate the refreshment stand and provide for private carting of trash. Water hookups and electrical service are available. The operator will furnish an entirely self-contained MOBILE REFRESHMENT STAND at a location on the site that is mutually agreeable to the Town and the operator. A sketch or picture of the MOBILE REFRESHMENT STAND proposed for operation on the site must be submitted with the bid. The MOBILE REFRESHMENT STAND must meet public health code requirements, including, but not limited to:

- waste disposal tank adequate for a day's use;
- three-compartment sink;
- hand washing sink;
- refrigeration units (mechanical); and

- hot holding units (mechanical)

All equipment must comply with NSF (National Sanitation Foundation) standards or equivalent. An inspection of the MOBILE REFRESHMENT STAND must be completed prior to the issuance of a food license by the Town.

The operator of the MOBILE REFRESHMENT STAND must be a Qualified Food Operator or have in his or her employ a Qualified Food Operator (herein "QFO") who works at the stand at least 30 hours per week. The QFO 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 operator will not be given a license to operate until a QFO is on staff. Contact Maureen Whelan, Environmental Health Supervisor at the Stratford Health Department, for further information at (203) 385-4090.

The MOBILE REFRESHMENT STAND shall be maintained in accordance with standards prescribed by the Health Department, the Building Code, and the Fire Marshal's office of the Stratford Fire Department.

The operator will, at his or her own expense, furnish all utilities needed to properly operate the MOBILE REFRESHMENT STAND and provide for private carting of all trash generated by operation of the MOBILE REFRESHMENT STAND. All bidders must be prepared to demonstrate to the Health Department and Conservation Administrator how they intend to conform to local and state waste-water disposal standards.

The bidder must include a proposed menu for all food and beverages that will be sold at the MOBILE REFRESHMENT STAND. Such menu must be approved in writing by the Stratford Health Department prior to the execution of the Agreement. No menu changes proposed after the execution of the Agreement will be allowed unless prior written approval from the Stratford Health Department is obtained.

**RFP #2016-063**  
**OPERATION OF SELF-CONTAINED MOBILE REFRESHMENT STAND**  
**AT THE BIRDSEYE STREET BOAT LAUNCHING FACILITY**

**CONTACT INFORMATION**

NAME: \_\_\_\_\_  
(Company or Individual - print or type)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
(Authorized signature of individual or company representative)

PRINT NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**PROPOSED EXCLUSIVE OPERATION FEE**

I, WE propose to 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



**QUALIFICATIONS**

Proposed Times and Hours of Operation (minimum six hours per day, six days a week, weather permitting):

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\_\_\_ ATTACH SKETCH OF MOBILE REFRESHMENT STAND

\_\_\_ ATTACH SAMPLE MENU

LIST RELEVANT EXPERIENCE, INCLUDING OPERATING A TAKE-OUT RESTAURANT, FOOD TRUCK, REFRESHMENT STAND, OR EQUIVALENT BUSINESS:

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DETAIL HOW YOU PROPOSE TO SUCCESSFULLY OPERATE THE MOBILE REFRESHMENT STAND, INCLUDING STAFFING, AMENITIES, AND ANY OTHER QUALIFICATIONS THAT YOU ANTICIPATE WILL MAKE YOUR OPERATION SUCCESSFUL AT THIS LOCATION:

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PROVIDE AT LEAST THREE (3) REFERENCES WITH CONTACT NAMES AND PHONE NUMBERS.

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