

TOWN OF TRUMBULL
REQUEST FOR PROPOSAL
FOOD SERVICE EQUIPMENT
TASHUA AND BEACHES POOL CONCESSION STAND

BID # 6178

DUE: APRIL 21, 2016 @ 2:00 PM

GENERAL INSTRUCTIONS TO BIDDERS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed bids from qualified firms to provide The Town of Trumbull CT related to the operation of the food concessions at Tashua Park Pool and Beach Park Pool.

All qualified and interested parties (hereinafter referred to as bidder) are invited to submit bids under the terms and conditions set forth herein.

Site visits must be coordinated with Stuart McCarthy or Dmitri Paris. **Stuart McCarthy** director of Parks & Rec, 203-452-5064 smccarthy@trumbull-ct.gov or Dmitri Paris 203-452- 5075 dparis@trumbull-ct.gov .

Tashua upgrade project is located at 40 Tashua Knolls Ln, Trumbull, and CT 06611

1. PREPARATION OF PROPOSALS & BID SUBMISSION

Bids shall be submitted by using the enclosed BID PROPOSAL FORM that accompanies this request. Submit one (1) ORIGINAL and two (2) EXACT COPIES. Bidders should submit bids in a clear, concise and legible manner to permit proper evaluation of responsive bids.

Bids are to be submitted in and sealed in an envelope clearly marked and

Addressed as follows

Purchasing agent: Kevin Bova

BID 6178-

TASHUA AND BEACHES POOL CONCESSION STAND

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Town of Trumbull, 5866 Main Street, Trumbull CT 06611

- a) Please be advised that the person signing the formal proposal must be authorized by you organization to contractually bind your firm with regard to prices and related contractual obligations for the subject project.
- b) No oral, telephone or telegraphic responses will be considered.
- c) The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of Proposals. The Town further reserves the right to request additional information from any bidder at any time after proposals are opened.

2. BID TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals (total bid amount only) shall be publicly opened and read aloud. A bidder may withdraw a proposal at any time prior to the above scheduled date and time. Any bid received after the above scheduled date and time shall not be considered or opened. No bidder may withdraw a bid within ninety (90) days after the actual bid opening. Results of the Proposal will be posted on the Town's website after a Vendor/ Contractor has been chosen and enter into contractual agreement.

3. TOWN OPTIONS

The Town reserves the right to reject any or all proposals and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town. The selection of a bidder by the Town shall be made after careful consideration of all factors including but not limited to price.

- If your proposal does not meet or better the required specifications on all points that must be outlined in a letter otherwise it will be presumed that a proposal is in accordance with the required specifications.

4. PRICING, AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of Award in writing and followed by a LEASE AGREEMENT. Acceptance of proposals is contingent upon the Town negotiating a Lease with vendor which terms shall be to the satisfaction of the Town and Vendor. The Town reserves the right to reject any proposal unless and until such time as a satisfactory Lease, which such terms are acceptable to Town and vendor, has been negotiated between the Town and selected

- a. Special consideration may be granted to bidders with expedited installation dates.
- b. The proposal will be looked at for the Tashua upgrade of commercial cooking system compared to the seasonal rent per year the contractor is willing to pay. The best overall value for the Town.

5. TAX EXEMPT

The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the bid price. A Town Tax Exemption Certificate shall be furnished upon request.

6. TIME IS OF THE ESSENCE

The Town considers the required delivery date(s) to be of utmost importance. Consideration may be given to the bidder that offers the most favorable delivery date.

7. SPECIFICATIONS

If quotes do not meet or better the attached specifications on ALL points, the bidder must note ALL exceptions as separate attachments to their formal response; otherwise, it will be presumed that the bidder is bidding according to all specifications.

8. INQUIRIES & ADDENDUMS

- a) All inquiries regarding this request may be directed Stuart McCarthy director of Parks & Rec, 203-452-5064 smccarthy@trumbull-ct.gov or Dmitri Paris 203-452- 5075 dparis@trumbull-ct.gov . No inquiries shall be responded to that are received after closed of business April 15, 2016.
- b) The Town reserves the right to communicate with any or all of the bidders to clarify the provisions of this request; the Town further reserves the right to request additional information from any bidder at any time after proposals are opened.
- c) It is the sole responsibility of a bidder to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website. Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.
- d) Site visits must be coordinated with Stuart McCarthy or Dmitri Paris who can be reached at the above number.

9. ASSIGNMENT OF RIGHTS, TITLES, AND INTERESTS

Any assignment or subcontracting by a bidder or vendor for work to be performed, or goods and/or services to be provided, in whole or in part, and any other interest in conjunction with a Town procurement shall not be permitted without the express written consent of the Town of Trumbull.

10. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

11. WORK REGULATIONS AND STANDARDS

- a) All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal State and Local regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.
- b) The bidder shall comply with all applicable laws and regulations relating to State and Federal employment practices, nondiscrimination, safety and health regulations.

12. INSURANCE

The successful bidder shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with an Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

Commercial General Liability	Each Occurrence	Aggregate
Bodily Injury Liability	\$1,000,000	\$1,000,000
Property Damage Liability	\$1,000,000	\$1,000,000
Personal Injury Liability	\$1,000,000	\$1,000,000
Comprehensive Auto Liability	Each Occurrence	Aggregate
Including coverage of owned, non owned & rented vehicles	\$1,000,000	\$1,000,000

The insurance policy must contain the additional provision wherein the company agrees that thirty (30) days prior to termination, expiration, cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull. Additionally the successful bidder shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B"). The successful bidder and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Bidder's and each Subcontractor's insurance.

13. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a Public Bid or bid waived process so as to avoid any appearance of impropriety or Conflict of interest; and; Public officials cannot circumvent the intent of this Ordinance by receiving town work through a bid waiver, as proscribed by the Trumbull Town Charter

14. SPECIFICATIONS –

- a) Each Bidder will be held responsible to have studied the Specifications, visit the site (highly suggested), regarding the proposed work, satisfied itself regarding all existing conditions and measurements, and to have included in the proposal an amount sufficient to cover all work.
- b) Should any Bidder find discrepancies in the Specifications, or be in doubt as to the exact meaning, notify Parks and Rec Director Stuart McCarthy ASAP & the Town at once. The Town may then at their option, issue Addenda clarifying same. The Town shall not be responsible for oral instructions or misinterpretations of Specifications.
- c) The Town reserves the right to issue Addenda at any time prior to the Bid Opening. All such Addenda become, upon issuance part of the Specification. Each Bidder shall cover such Addenda in the proposal and shall acknowledge receipt of same on the blank provided therefore. It is the bidders' responsibility to access the Town's website or contact the Town for any addenda that may be issued in conjunction with this bid.
- d) The Town reserves the right to require any or all Bidders to submit statements as to previous experience in performing comparable work; and as to financial and technical organizations and resources available for this work. The mere opening and reading aloud of a bid shall not constitute or imply the Town's acceptance of the suitability of a Bidder or the bid, nor shall possession of Drawings or Specifications constitute an invitation to bid. The competency and responsibility of Bidders as well as the number of working days required for completion will be considered in making an award.

15. SITE VISITS

All bidders may visit the site and inspect the existing conditions. Site visits can be Arranged by Calling Dmitri Paris 203-452-5075, 203-650-6084) prior to Submitting a bid. The Tashua Project is located in front of Tashua Knolls golf Course 40 Tashua Knolls Ln, Trumbull, CT 06611

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REQUIREMENTS AND SPECIFICATIONS

Service Agreement for operation of Tashua and Beach Pool Concessions

The Town of Trumbull CT is accepting Proposals related to the operation of the food concessions at Tashua Park Pool and Beach Park Pool.

It is the intent of the Town to select an independent contractor to operate the concessions under an agreement with the Town of Trumbull. Terms of the agreement are negotiable base on proposals. Contractor will be selected based on the proposal that best meets the needs of the Town of Trumbull. **Acceptance of proposals is contingent upon the Town negotiating a Lease with vendor which terms shall be to the satisfaction of the Town and Vendor. The Town reserves the right to reject any proposal unless and until such time as a satisfactory Lease, which such terms are acceptable to Town and vendor, has been negotiated between the Town and selected Vendor**

Specifications

Based on the selected proposal the Town intends to enter into a contract with the selected contractor.

The town will offer to the contractor the exclusive rights to sell food and beverage at the Town pools at such prices as may be proposed by the contractor and approved by the town. A sample menu and pricing for basic items should be included with this proposal. Menu should include basic fast food options including but not limited to Hot dog, hamburger, French fries, sandwiches, salads, soft drinks, candy and ice cream. The contractor may offer additional menu items or specials without prior consent of the Town.

The Contractor have exclusive access to the “concession area” of the buildings at each facility. The facilities are presented to the contractor “As Is”. A list of features and fixtures is attached.

Contractor will upgrade the facility at Tashua Pool in order to provide the proposed menu to include a commercial cooking ventilation system, fire suppression system, hand wash sink, service counter and interior lights and furnish all necessary plumbing, electrical wiring and permits for those improvements. Those improvements will become the property of the Town of Trumbull upon completion of installation. Improvements should be completed no later than June 15, 2016

Contractor will agree to operate the concessions between the hours of 11:00 AM and 7:30 PM seven day a week beginning Saturday of Memorial Day weekend and extending to Labor Day. Contractor may operate at additional times and dates with prior consent of the Town.

Contractor will provide maintain the concessions and the area immediately adjacent to the concessions in a clean and wholesome manner.

Contractor will maintain throughout the duration of the agreement public liability insurance

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BID PROPOSAL

THE UNDERSIGNED AFFIRMS AND DECLARES that this proposal is executed with full knowledge and acceptance of the specifications, requirements, terms and conditions contained herein and with complete understanding and full compliance of system requirements and hereby submits this proposal for the request noted above and certifies that this proposal meets all the specifications and conditions requested herein. **Any substitutions to the specifications requested are clearly and completely noted. Any alternate proposals are presented in a similar format to those requested and are attached herein.** It is understood that the Town reserves the right to reject any or all proposals or waive any formalities in this request.

Base Option 1 - 5 year agreement

Rent Year 1 _____
Rent Year 2 _____
Rent Year 3 _____
Rent Year 4 _____
Rent Year 5 _____

Alternate Option 2- Ten Year Agreement

Rent Year 1 _____
Rent Year 2 _____
Rent Year 3 _____
Rent Year 4 _____
Rent Year 5 _____
Rent Year 6 _____
Rent Year 7 _____
Rent Year 8 _____
Rent Year 9 _____
Rent Year 10 _____

Attach: *attach additional pages as necessary*

References and Experience

Sample Menu with pricing

Estimate of cost of improvements to Tashua Pool Concession to be undertaken

PROPOSAL (Continued)

Above Price Shall Remain Firm for: _____ Days Anticipated time for completion: _____ Days

Work shall commence _____ days after receipt of Purchase Order (ARO)

The quality of workmanship is guaranteed for a period of _____ year(s) from acceptance.

Company Name

Address

Title & Authorizing Agent (Print)

City, State, Zip

(Signature)

Telephone/ Fax

Date

Email

Cell Phone/ Alternate. Contact Number

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Submitted by:

Company Name:

Business Address:

Type of Entity:

Corporation: _____

Type of Corp.:

LLC: _____

Partnership: _____

Joint Venture: _____

Sole Proprietorship:

Other (Specify)

CT State Business License Number (if applicable):

Number of years in business under entity name:

Describe Experience you maintain within your organization. Use attachment if necessary.

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REFERENCES

(Submit with proposal – attach additional pages as necessary)

List references for similar services provided for at least three (3) clients in the past five (5) years (attach any other client references if desired). PLEASE NOTE: IT IS THE TOWN'S INTENT TO COMMUNICATE WITH THE REFERENCES LISTED HEREIN.

CLIENT 1:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 2:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 3:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

CLIENT 4:

Organization Name: _____

Contact Name: _____ Phone _____

Service Dates: _____

Project(s): _____

