

TOWN OF GRANBY

15 North Granby Road, Granby, CT., 06035

Telephone: (860) 844-5300

www.granby-ct.gov

LEGAL NOTICE

TOWN OF GRANBY, CONNECTICUT
REQUEST FOR PROPOSALS

CONTRACT # 2020-04

February 26, 2020

Operation of seasonal concessions for the sale of food, beverages, refreshments and related items at Salmon Brook Park

The Town of Granby will receive sealed proposals for Concession Services from a qualified vendor to operate seasonally for the sale of food, beverages, refreshments and related items at Salmon Brook Park until 1:00 PM on Wednesday, March 18, 2020.

The selected vendor must meet all Municipal, State, and Federal affirmative action and equal employment opportunity practices including those articulated under Public Act 15-5 and Conn. Gen. Stat. 4a-60g,

The documents comprising the Request for Proposals may be obtained on the Town's website, www.granby-ct.gov, under Public Documents, RFP's/RFQ's. They can also be obtained in person at the Granby Town Hall, Town manager's Office, 15 North Granby Road, Granby, CT 06035 during the hours of 8:00 AM – 4:00 PM Monday through Wednesday, 8:00 AM – 6:00 PM Thursday, and 8:00 AM – 12:30 PM Friday.

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

- Official Bid Sheet
- Menu & Price List
- Resume of manager
- Three (3) references related to applicant's food service experience
- Worker's Comp Certificate
- Proof of proper licenses/permits
- Proof of ability to obtain required insurance
- Marketing Plan

All submissions shall be provided in a **sealed** envelope, clearly marked on the outside of the envelope, **Proposal for Salmon Brook Park Concessions – RFP #2020-04**. Must be addressed to; Mr. John D. Ward, Town Manager Town of Granby 15 North Granby Road, Granby, CT 06035 and postmarked by a U.S. Post Office (if mailed) or brought to the Town Managers Office at the above address (if hand delivered) no later than 1:00 pm local time, on Wednesday, March 18, 2020 at which time bids will be opened and read aloud. Responses received or postmarked after this date will not be considered. E-mail, faxed or late bids will not be accepted. Each proposer is responsible for checking the Town's website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda. All questions about the proposals should be directed electronically to Kristine Vincent, Director of Parks & Recreation, by e-mail at kvincent@granby-ct.gov not later than 1:00 pm on Thursday, March 12, 2020. Answers to all so received questions shall be posted by Monday, March 16, at 5:00 pm. on the Town's website under the bid section at <https://www.granby-ct.gov/> under the heading of Bids and Contracts with reference to Concession RFQ Contract # 2020-04

The Town of Granby is an Affirmative Action Equal Opportunity Employer. Minority/Women's Business Enterprises are encouraged to apply.

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RFP 2020-04 BID FORM

BIDDERS: Complete all information requested below. Bidder must sign this bid form.

COMPANY NAME & ADDRESS:

TELEPHONE:

FAX:

EMAIL:

REPRESENTED BY:

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 proposed to furnish the Town of Granby with all requirements set forth, in accordance with said specifications, for the amount as indicated below.

BASE BID:

Description:	Percentage of sales to the Town of Granby
<p>Concession Stand Commission Fee: <i>The minimum acceptable bid will be 20% of gross sales, excluding sales tax, per calendar year.</i></p> <p>_____</p> <p style="text-align: center;"><i>Bidder's Name (print)</i></p>	<p style="text-align: center;">% _____</p> <p>_____</p> <p style="text-align: center;"><i>Authorized Signature</i></p>

Bidders Address: _____

Bidder's Email: _____

Bidders Phone: _____

Bidder's Fax: _____

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Request for Proposals **“Salmon Brook Park Concession Stand Services”**

Contract 2020-04

February, 26, 2020

INTENT

The Town of Granby requests proposals from a qualified vendor to operate seasonal concessions for the sale of food, beverages, refreshments and related items at Salmon Brook Park. This agreement shall be defined as, but not limited to: The Town shall grant the Lessee exclusive concession stand rights for the sale of snacks and snack food, hot dogs, hamburgers, pizza, candies, ice cream, soft drinks, popcorn, confections of all kinds (except chewing gum, beer, wine, intoxicating liquors, tobacco products), all known hereinafter collectively as “Concessions”.

GENERAL REQUIREMENTS

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. The price of all products shall be competitive with prices for similar products within the Town of Granby and immediate surrounding area. All food prices shall be legibly posted on a bulletin board furnished by the Lessee. The Town retains the right to finally determine the pricing for concessions.

HOURS OF OPERATION

The Lessee shall use its best efforts to satisfy the reasonable demands of the patrons. Starting mid-April until mid-September, the premises shall be open for service to the public. Hours of operation shall be legibly posted. 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 of Town sponsored events to the Lessee for the activities scheduled for the Premises. It is the lessee’s responsibility to check schedules, additions, changes, cancellations and make-up days at the Parks & Recreation office and with the different town organizations and youth/adult leagues. Hours are subject to approval of Parks & Recreation Director.

PERSONNEL

Lessee will, at all times, maintain an adequate staff for the efficient operation of the business. The Lessee shall be a “Qualified Food Service Operator” and credentials shall be submitted to the Director of Parks & Recreation. All employees of the Lessee shall be dressed in neat and clean attire. The Lessee shall employ only competent and satisfactory workers. All employees must meet requirements of Labor Laws.

LICENSES & PERMITS

(Bid proposal must 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 town laws, rules and regulations relating to the physical condition of the Premises, food service sanitation, licensure and operation of Lessee’s activities hereunder.

JANITORIAL SERVICES

The Lessee will be responsible for the cleaning, picking-up and disinfection in all areas under his control. The Lessee shall remove or secure all equipment, supplies, materials, and trash from immediate areas around the concession stand. Trash shall be picked up and containerized following the day’s event(s). Trash and garbage

disposal will be provided by the Town. Lessee must keep all areas under his control, including trash and garbage storage, in a condition of cleanliness suitable to the requirements of the Farmington Valley Health District.

EQUIPMENT

The Lessee may make use of any/all equipment that is installed at the facility. Equipment must be properly cleaned and maintained. Examples of equipment that are typically available include: Sinks (dish & hand washing), Picnic Tables, Exhaust Hood/Ansul System, Fire Extinguisher, Grill, Microwave, Refrigerator and Freezer.

OTHER EQUIPMENT

With the prior approval of the Director of Parks & Recreation, 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 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 Director of Parks & Recreation.

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.

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 good condition as the same now are in.

USE OF PREMISES

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.

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, electricity and gas 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 Director of Parks & Recreation and Director of Public Works and shall meet necessary codes.

SURVEY BY APPLICANTS

Potential applicants are urged to visit the premises to view in detail the premises offered by the Town. Premises is located at 215 Salmon Brook Street, Granby, CT 06035, (860)653-8947, kvincent@granby-ct.gov

ACCOUNTING METHODS AND PAYMENTS

The Lessee shall maintain accurate and complete accounting records and submit every thirty (30) days a summary of gross sales, excluding collected sales tax, to the Director of Parks & Recreation. Commission payment must be made to the Parks & Recreation Department (Checks payable to "Town of Granby") no later than ten (10) business days after written summary.

AUDITS

The Town shall have the authority to audit, examine and copy the Lessee's records related to performance of this agreement.

RENTAL PERIOD

April 1, 2020-September 30, 2020

PROCESS

All businesses or individuals wishing to be considered for this appointment shall submit three (3) written responses based on the requirements set forth in this RFP document. The RFP document is available in the Town Manager's Office at 15 North Granby Road, Granby, CT 06035 and on the Town's website at www.granby-ct.gov under Public Documents / RFQ and RFP's (hereafter referred to as the Town's website). Proposals will be received until 1:00 PM March 18, 2020 in the Town Manager's Office, 15 North Granby Road, Granby CT 06035. All proposals must be clearly marked on the outside of the envelope with: Concession Services RFP.

Bid must include the percentage of sales, after taxes, the business will give back to the Town of Granby. *This lease will be awarded to the highest 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 20% of gross sales, excluding sales tax, per calendar year.

Once the Highest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Director of Parks & Recreation shall confirm the bid award. The Director of Parks & Recreation will bring the recommendation forward to the Town Manager for approval. The successful bidder will have an option for contract renewal to be extended one (1) year at a time for a maximum of two (2) such extensions.

Any addenda will be posted on the Town's website at least two business days prior to the response deadline. All respondents are responsible for checking the Town's website for the presence and content of all addenda.

Proposals received by the Town will be reviewed for completeness and clarity. They will be evaluated in accordance with the Proposal Evaluation Criteria above and the firm(s) to be interviewed, if any, will be determined. The Town may also wish to conduct a second interview prior to making a final award. A decision on an award is anticipated within a month of receipt of the RFP's.

EVALUATION

Proposal Evaluation Criteria shall include:

- a. Commission Structure: Competitiveness of pricing proposal (50 points)
- b. Marketing of concession services to the Town of Granby and surrounding areas (20)
- c. Experience and Qualifications: Demonstrated prior experience with transactions of similar scope and complexity and the effectiveness of your proposed restaurant/concessions/catering process in a municipal context (15 points)

- d. Key Personnel and Resources: Demonstrated competence and experience of firm's personnel responsible for performing work and providing services (15 points)

The Town will evaluate and consider all responsive proposals received. It should be noted that the contract resulting from this RFP will be awarded to the respondent whose proposal is determined to be in the best interest of the Town. Therefore, the proposal offering the highest percentage may not necessarily be the proposal that is selected for award.

GENERAL REQUIREMENTS

Reservation of Rights

The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. Respondents are directed to be certain that they understand the terms and conditions as specified in this RFP. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. It will be expected that all remaining terms and conditions expressed herein are acceptable and shall govern any resulting contract. The Town reserves the sole right to reject proposals that contain exceptions which are unacceptable. In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town. The Town reserves the right to utilize some, all or none of the various services identified in this RFP. All services performed shall be completed to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days' written notice of failure by the respondent to provide service to the satisfaction of the Town Manager. The Town shall not be responsible for any expenses incurred in preparing and submitting a response to this Request for Proposals. The Town further reserves the right to request information from individual respondents and to negotiate commissions and/or other terms and conditions.

Nondiscrimination

The firm shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color, religion, age, marital status, ancestry, national origin, past history of mental health disorder, mental disability, physical disability, or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Granby.

Hold Harmless

The firm agrees to indemnify, defend and hold harmless the Town of Granby and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Granby resulting from or arising out of:

Any breach by the Contractor of the terms of the specifications, or

Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Granby or the firm or material men, or

Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or

Any damage to property, real or personal, (including property of the Town of Granby or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the firm or any

material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Granby.

Insurance Requirements

The awarded Respondent shall maintain for the life of the Lease the insurance coverage set forth below for the duration of the contract of the kinds and amounts listed below, with an insurance company with an AM Best Rating of A-,VIII or better, licensed to write such insurance in the State of Connecticut and acceptable to the Town of Granby.

The insurer shall provide the Town of Granby with Certificates of Insurance, on a form acceptable to the Town, signed by an authorized representative of the insurance company prior to the commencement of performance of this contract describing the coverage and providing that the insurer shall give the Town of Granby written notice of at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Such insurance or renewals or replacements thereof shall remain in force during the Respondent's responsibility under this contract.

The Respondent, at the Respondent's own cost and expense, shall procure and maintain all insurances required and shall include the Town of Granby as an Additional Insured's on all such insurance, except Workers' Compensation coverage. The Certificate of Insurance shall evidence all required insurances, including Additional Insured and Waivers of Subrogation. The Respondent shall also provide its policy endorsement indicating the Town of Granby as an additional insured.

- 1. Workers' Compensation Insurance.** The awarded Respondent shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and employer's liability limits of Five Hundred Thousand Dollars (\$500,000.00) coverage for each accident, Five Hundred Thousand Dollars (\$500,000.00) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000.00) policy limit coverage for disease.
- 2. Commercial General Liability.** With respect to all operations which awarded respondent performs, it shall carry Commercial General Liability insurance providing for a total limit of One Million Dollars (\$1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. Each annual aggregate limit shall not be less than Three Million Dollars (\$3,000,000.00). The limit may be provided through a combination of primary and umbrella/excess liability policies acceptable to The Town of Granby. Blanket Contractual Liability for liability assumed under this Agreement and all other Contracts relative to the Project.
- 3. Automobile Liability.** With respect to each owned, non-owned, or hired vehicles, the awarded Respondent shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000.00).
- 4. Excess Liability Coverage.** With respect to the coverage provided by the awarded Respondent for this Project, excess liability insurance will be provided in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence and annual aggregate basis.
- 5. Professional Liability.** One Million Dollars (\$ 1,000,000.00) coverage per occurrence for each site or project for all damages arising out of bodily injury, personal injury, and property damage.
- 6. Aggregate Limits.** Any aggregate limits must be declared to and be approved by Town of Granby. It is agreed that the awarded Respondent shall notify the Town of Granby whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the

full limit, the Respondent agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by Respondent.

7. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the Town of Granby. All deductibles or self-insured retentions are the sole responsibility of the awarded Respondent to pay and/or to indemnify.
8. **Errors and Omissions Insurance.** The awarded Respondent shall provide and maintain Errors and Omissions Insurance with minimum limits of \$2,000,000 per occurrence/annual aggregate. The policy shall not have a deductible greater than \$50,000.00. Coverage shall be maintained in effect continuously for a period of at least six (6) years from the date of Final Payment by Owner to Respondent.

The Town of Granby shall be named as "Additional Insured." Coverage is to be provided on a primary, noncontributory basis. Waiver of subrogation in favor of the Town of Granby is required on all applicable policies, including workers' compensation. If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the Contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the Contract for two (2) years from the completion date.

Defense, Hold Harmless and Indemnification

The successful proposer agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses and expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful proposer's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful proposer's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful proposer's insurance. Nothing in this section shall obligate the successful proposer to indemnify the Town Indemnified Parties against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town Indemnified Parties. In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful proposer, or anyone directly or indirectly employed or contracted with by the successful proposer, or anyone for whose acts or omissions the successful proposer is or may be liable, the successful proposer's obligations under this section shall not be limited by any limitation on the amount and type of damages, compensation or benefits payable by the successful proposer under workers' compensation acts, disability benefit acts, or other employee benefits acts. The successful proposer shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful proposer's obligations under this section, which obligations shall survive the termination or expiration of this RFP and the Contract. As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful proposer.

These insurance requirements are not meant to be construed as a limitation of liability. The parties agree that the amounts of insurance under this Agreement do not, in any way, limit the Respondent's liability to the Town of Granby by virtue of this promise to indemnify and hold the Town of Granby harmless so that in the event of any settlement of a claim or a judgment in an amount in excess of the amount of insurance coverage carried by the awarded Respondent, the Respondent shall be liable to the Town of Granby for the difference, plus all fees and expenses incurred in collecting same, all at the Respondent's sole cost.

Freedom of Information

All proposals and any related submittals to the Town are subject to the requirements of the State of Connecticut Freedom of Information Act, regardless of whether they are marked as confidential, proprietary, or in any other

manner. By the act of submitting a bid, bidders agree that they will be subject to Connecticut General Statutes Section §1-200 et seq.

Award

The Town intends, but is not required, to make one or more awards as a result of this RFP that are open-ended in nature in order to provide the continuity and consistency it deems vital to the successful operation of its various programs.

Work Product Ownership

All responses and submittals received as a result of this Request for Proposals shall become the property of the Town upon receipt. All work products provided to the Town following award shall also be the sole property of the Town upon receipt.

THE TOWN OF GRANBY IS AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.
WBE/MBE/SBE & SECTION 3 DESIGNATED BUSINESSES ARE ENCOURAGED TO APPLY.