

**TOWN OF GLASTONBURY**

**INVITATION TO BID**

<b><u>BID #</u></b>	<b><u>ITEM</u></b>	<b><u>DATE &amp; TIME REQUIRED</u></b>
GL-2009-25	Mobile Food Concession Services At Town Parks (3)	February 10, 2009 @ 11:00 a.m.

Bid Forms may be obtained at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level).

The Town reserves the right to waive informalities or reject any part of, or the entire bid, when said action is deemed to be in the best interest of the Town. All sealed bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated for each category. All bids will be publicly opened and read.

Mary Visone  
Purchasing Agent

Legal Ad – Invitation to Bid  
Published:

1. Sealed bids (**one original and one copy**) on the attached Bid Forms will be received at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033 (second level). At the designated time of opening, they will be publicly opened, read, recorded and placed on file.
2. Whenever it is deemed to be in the best interest of the Town, the Town Manager, Purchasing Agent or designated representative shall waive informalities in any and all bids. The right is reserved to reject any bid, or any part of any bid, when such action is deemed to be in the best interest of the Town of Glastonbury.
3. The award will be on the basis of bid total cost unless otherwise specified.
4. Bids will be carefully evaluated as to conformance with stated specifications.
5. **The envelope enclosing your bid should be clearly marked by bid number, time of bid opening and date.**
6. Specifications must be submitted complete in every detail, and when requested, samples shall be provided. If a bid involves any exception from stated specifications, they must be clearly noted as exceptions, underlined, and attached to the bid.
7. The Bid Documents contain the provisions required for the requested item. Information obtained from an officer, agent, or employee of the Town or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him/her from fulfilling any of the conditions of the Bid.
8. Each bidder is held responsible for the examination and/or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet this criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the Town of Glastonbury.
9. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why a Bid cannot be awarded within the specified period, the time may be extended by mutual agreement between the Town and the bidder.
10. **THIS ITEM WAIVED:** Each bid must be accompanied by a bid bond payable to the Town for ten percent (10%) of the total amount of the bid. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a bid bond. The Town of Glastonbury will not be liable for the accrual of any interest on any certified check submitted. Cashier's checks will not be accepted.
11. **THIS ITEM WAIVED:**A 100% Performance and Payment bonds are required of the successful bidder. This bond shall cover all aspects of the specification and shall be delivered to the Purchasing Agent prior to the issuance of a purchase order. The Performance and Payment Bonds will be returned upon the delivery and acceptance of the bid items.

12. The bidder agrees and warrants that in the submission of this sealed bid, they will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, or physical disability including, but not limited to blindness, unless it is shown by such bidder that such disability prevents performance of that which must be done to successfully fulfill the terms of this sealed bid or in any manner which is prohibited by the laws of the United States or the State of Connecticut: and further agrees to provide the Human Relations Commission with such information requested by the Commission concerning the employment practices and procedures of the bidder. An Affirmative Action Statement will be required by the successful bidder.
13. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the Town for all damages assessed against the Town as a result of Bidder's failure to comply with said standards and/or regulations.
14. All correspondence regarding any purchase made by the Town of Glastonbury shall reference the Town's purchase order number. Each shipping container shall clearly indicate both Town purchase order number and item number.
15. Bidder is required to review the Town of Glastonbury Code of Ethics adopted July 8<sup>th</sup>, 2003 and effective August 1, 2003. Bidder shall acknowledge that they have reviewed the document in the area provided on the bid / proposal response page (BP). The selected Bidder will also be required to complete and sign an Acknowledgement Form prior to award. The Code of Ethics and the Consultant Acknowledgement Form can be accessed at the Town of Glastonbury website at [www.glastonbury-ct.gov](http://www.glastonbury-ct.gov). Upon entering the website click on **Bids & RFPs**, which will bring you to the links for the Code of Ethics and the Consultant Acknowledgement Form. If the Bidder does not have access to the internet a copy of these documents can be obtained through the Purchasing Department at the address listed within this bid / proposal.
16. **Non Resident Contractors (IF APPLICABLE)**

The Town is required to report names of nonresident (out of state) Contractors to the State of Connecticut, Department of Revenue Services (DRS) to ensure that Employment Taxes and other applicable taxes are being paid by Contractors. **Upon award, all nonresident contractors must furnish a five percent (5%) sales tax guarantee bond (state form AU-766), or a cash bond for 5% of the total contract price (state form AU-72) to DRS even though this project is exempt from most sales and use taxes.**

See State Notice to Nonresident Contractors SN 2005(12). If the above bond is not provided the Town is required to withhold 5% from Contractor's payments and forward it to the State DRS.

Contractor must promptly furnish to the Town a copy of the Certificate of Compliance issued by the State DRS.
17. Bidder shall include on a sheet(s) attached to its proposal a complete disclosure of all past and pending mediation, arbitration and litigation cases that the bidder or its principals (regardless of their place of employment) have been involved in for the most recent five years. Please include a statement of the issues in dispute and their resolution. Acceptability of Bidder based upon this disclosure shall lie solely with the Town.

18. Bidder or its principals, regardless of their place of employment, shall not have been convicted of, nor entered any plea of guilty, or nolo contendere, or otherwise have been found civilly liable or criminally responsible for any criminal offense or civil action. Bidder shall not be in violation of any State or local ethics standards or other offenses arising out of the submission of bids or proposals, or performance of work on public works projects or contracts.

**IMPORTANT:** Failure to comply with general rules may result in disqualification of the bidder.

1. INTENT

The Parks and Recreation Department is seeking bids to secure a food concessionaire for the sale of approved food items in the various Town parks listed below. Exclusive rights will be granted to vendors for the period of May 25 – September 7, 2009.

2. GENERAL INFORMATION

- a) The Town reserves the right to accept or reject individual bids when deemed in the best interest of the Town. The Town may either select one vendor for all locations or award locations to more than one vendor in such a way to ensure that each location is assigned one, exclusive, vendor.
- b) A concessionaire shall be defined as a hawker or peddler as noted in Article IV, Section 11-77 of the Glastonbury Code of Ordinances.
- c) Food items must be limited to ice cream, non-alcoholic beverages such as soda and juice, candy and pre-packaged food items.
- d) Technical questions pertaining to the bid should be directed to Mr. William H. Engle, Recreation Supervisor, 2155 Main Street, Glastonbury, CT 06033, (860) 652-7679. Administrative questions should be directed to Mary Visone, Purchasing Agent, at (860) 652-7588.

3. COMPLIANCE WITH THE TOWN CODE OF ORDINANCES

The Concessionaire must comply with all of the requirements and obtain proper permits as required in accordance of Article IV, Sections 11-76 through 11-93 and Chapter 7, Sections 7.5-1 through 7.5-16 of the Glastonbury Code of Ordinances. A copy of the referenced sections is included as part of this bid.

4. INSURANCE REQUIREMENTS

The Bidder shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Bidder and all of its agents, employees and sub-contractors and other providers of services and shall name the **Town its employees and agents as an Additional Insured** on a primary and non-contributory basis to the Bidders Commercial General Liability and Automobile Liability policies. **These requirements shall be clearly stated in the remarks section on the Bidders Certificate of Insurance.** Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum Limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Property Damage  
Each Occurrence \$1,000,000  
Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Property Damage:  
Per Accident \$1,000,000

The Bidder shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Bidder shall provide the Town copies of any such policies upon request.

**INDEMNIFICATION**

To the fullest extent permitted by law, the Bidder shall indemnify and hold harmless the Town and its consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Bidder's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the Bidder, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the Bidder to perform or furnish either of the services, or anyone for whose acts the Bidder may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5. LOCATIONS

The Concessionaire shall have exclusive rights for selling food items at the following Town locations:

- A. Eastbury Pond: Located off of Fisher Hill Road in East Glastonbury.
- B. Addison Park: Located on Addison Road in the north end of Glastonbury.
- C. Grange Pool: Located on Hopewell Road in South Glastonbury.

The Concessionaire is permitted to sell food items from the parking area of the above locations. The Concessionaire is not permitted to sell food items inside the designated swimming pool areas.

6. EXCEPTIONS AND SPECIAL REQUIREMENTS

- a) The Town will host three of four home swim meets at Addison Pool. During this time, the Glastonbury Swim Parents Organization has the exclusive right to sell food from the pool area. During this time, the concessionaire may not be permitted at Addison Park. Meet dates and times will be communicated to the Concessionaire in advance.
- b) All refuse generated by concession activities shall be the responsibility of the Concessionaire. The Concessionaire is not permitted to dispose of refuse in Town trash barrels or dumpsters.
- c) At any given time, there may be a vendor permitted to sell other items that are not provided by the awarded concessionaire. (Example: Hot dog vendor may sell hot dogs or other hot foods only).
- d) The Concessionaire is required to provide, to the Town, a price list of items to be sold prior to the final approval of required permits.
- e) The Concessionaire is not permitted to sell chewing gum or products containing gum, imitation cigarettes, cigars and chewing tobacco. The Town reserves the right to eliminate other food items that may be deemed inappropriate.
- f) The concessionaire is not permitted to sell products that are sold in glass containers.
- g) The Town may elect to have cold beverage vending machines at each location as a means to serve patrons when the concessionaire is not on site.

7. PAYMENT

The Concessionaire must submit a lump sum payment, made payable to the Town of Glastonbury, no later than 4:00 p.m. on May 1, 2009 at the Parks and Recreation Department located at 1086 New London Turnpike. Payment must be made by certified check, money order, or cash.

8. TERMINATION

The Town may terminate the services of the Concessionaire at anytime, if in the opinion of the Director of Parks and Recreation, the Concessionaire fails to meet the terms of the agreement or fails to provide an operation that is not in the best interest of the Town.

9. INSPECTIONS

The Town reserves the right to inspect concession operations at any time.

10. RENEWAL OF SERVICES

The Town reserves the right to extend the contract in one year increments for a total contact period of three years. This privilege is contingent upon successful completion of the existing contract. Maximum contract period: May 25, 2009 – September 4, 2011.

Proposal of \_\_\_\_\_ (hereinafter called  
“Respondent”), organized and existing under the laws of the State of \_\_\_\_\_  
doing business as \_\_\_\_\_  
\_\_\_\_\_.

To the Town of Glastonbury (hereinafter called “Town”).

In compliance with your Invitation to Bid, the Respondent hereby proposes to furnish materials  
And/or services as per Bid Number GL-2009-25 in strict accordance with the Bid  
Documents within the time set forth therein, and at the prices stated below.

By submission of this bid, the Respondent certifies, and in the case of a joint bid each party  
thereto certifies as to their own organization that this bid has been arrived at independently  
without consultation, communication, or agreement as to any matter relating to this bid  
with any other Respondent or with any competitor.

The Respondent acknowledges receipt of the following:

Addendum #1 \_\_\_\_\_

Addendum #2 \_\_\_\_\_

Addendum #3 \_\_\_\_\_

ITEM DESCRIPTION

In accordance with the requirements specified herein and the Bid Proposal, the undersigned agrees to the following:

To pay the Town a flat sum for exclusive rights to operate concessions at the listed Town locations from May 29, 2009 through September 9, 2009.

<u>Location</u>	<u>Fee</u>
A. Eastbury Pond	\$ _____
B. Addison Park	\$ _____
C. Grange Pool	\$ _____
TOTAL OF BID.....	\$ _____
Written Amount: _____	

Renewal

Concessionaire willing to extend contract for additional two years.

\_\_\_\_\_ Yes                      \_\_\_\_\_ No

CODE OF ETHICS:

**I / We have reviewed a copy of the Town of Glastonbury’s Code of Ethics and agree to submit a Consultant Acknowledgement Form if I /We are selected. Yes \_\_\_\_\_ No \_\_\_\_\_ \***

**\*Bidder is advised that effective August 1, 2003, the Town of Glastonbury cannot consider any bid or proposal where the bidder has not agreed to the above statement.**

<b>Type or Print Name of Individual</b>	<b>Doing Business as (Trade Name)</b>
<b>Signature of Individual</b>	<b>Street Address</b>
<b>Title</b>	<b>City, State, Zip Code</b>
<b>Date</b>	<b>Telephone Number / Fax Number</b>
<b>E-mail Address</b>	<b>SS # or TIN#</b>

