



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
**REQUEST FOR BIDS – Vessel Concessions**

Sealed bids will be received at the Purchasing Office until 3 p.m., on Thursday, March 21, 2019. Bids must be in a sealed envelope, addressed to the Purchasing Authority, 10 Main Street, New Milford, CT 06776, and **clearly marked: 2019 Vessel Concessions**. Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, March 21, 2019 at 3:30 p.m. Late bids will be considered informal and rejected.

**INTENT:** To rent canoes, kayaks and paddleboards at the Young's Field Riverwalk.

Specifications and bid forms must be obtained online at [www.newmilford.org](http://www.newmilford.org).

The Purchasing Authority reserves the right to reject any and all bids. In addition to the bid specifications, all bids are subject to the terms, provisions and conditions of the New Milford "Municipal Purchases" Ordinance, set forth in Article III, Section 2-92 (a) through (o) inclusive, of the Code of New Milford. By bidding on the proposed purchase, the bidder agrees to such terms, provisions and conditions.

Any bidder found by the Purchasing Authority to be delinquent in the payment of taxes and/or sewer use charges due to the Town of New Milford shall be subject to the provisions of Section 2-92 (e) of the Code of New Milford. Copies of the Bid Ordinance may be obtained at the Office of the Town Clerk, Town Hall.

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Pete Bass, Mayor  
An Equal Opportunity/Affirmative Action Employer

**NEW MILFORD PARKS & RECREATION DEPARTMENT**

John Pettibone Community Center  
2 Pickett District Road  
NEW MILFORD, CT 06776  
860-355-6050  
FAX: 860-355-6052

**SPECIFICATIONS**

**2019 VESSEL CONCESSION BID FOR YOUNG'S FIELD RIVERWALK**

**INTENT**

It is the intent of the Town of New Milford to contract to rent canoes, kayaks and paddleboards at the Young's Field Riverwalk. The rental site is just north of Veterans Bridge near the kayak launch (please see attached map). The Town of New Milford has the right to nullify the contract with the purveyor if at any time if these bid specifications are not followed.

**RECEIPT AND OPENING OF BIDS**

The Town of New Milford invites bids on the form attached hereto. Bids will be received by The Purchasing Authority at Town Hall, 10 Main Street, New Milford, Connecticut, until 3:00 p.m. on Thursday, March 21, 2019.

The envelopes containing the bids must be sealed, addressed to The Purchasing Authority, Town of New Milford, 10 Main Street, CT and designated as Bid Vessel Concession 2019. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or the authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof. The Municipality may accept or reject any or all bids or any or all portions of bidders and take any action deemed to be in its best interest.

**PREPARATION OF BID:**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten. Each bid must be submitted in a sealed envelope bearing on the outside, the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the paragraph above.

Only complete bids will be accepted. In order for a bid to be complete, it must include the following;

- A. *Bid Forms*
- B. *Indemnification, Acknowledgement & Agreement*
- C. *Non-Collusion Affidavit of Prime Bidder*
- D. *Insurance*

### **TECHNICAL SPECIFICATIONS**

1. The initial bid shall be for the first year's license fee. The bid payment is due by April 1, 2019. The license shall run from April 15, 2019 through October 14, 2019.
2. Three (3) Year Option: The second and third year operation of the vessel concession operation shall be by approval of the Town of New Milford Parks and Recreation Department. The license fee for the second year options shall be the same as the bid for the first year plus a ten percent (10%) increase. The license fee for the third year options shall be the same as the bid for the first year plus a twenty percent (20%) increase. In order to renew the license for an additional season, the licensee must post a cash deposit of one hundred dollars (\$100) to be applied to the license for the additional season. The license must be signed and an updated insurance certificate received on or before February 1st of the additional season. If between January 1st and April 1st, the licensee resolves not to operate the portable concession the one hundred dollar (\$100) deposit shall be forfeited. The balance of the license fee for the second and/or third year concession operation is due and payable no later than April 1<sup>st</sup> for each successive year. Both deposit and balance should be submitted to the Parks and Recreation Department, checks payable to the Town of New Milford, Connecticut.
3. The vessel concessions operation may be operated from Memorial Day weekend through Labor Day weekend. No other dates are allowed.
4. Bidding opens with a minimum offer of \$200.00

### **GENERAL SPECIFICATIONS FOR ALL TOWN-OWNED PARKS:**

1. NO TRANSFER of the concession license shall be allowed without prior approval from the Parks and Recreation Commission.
2. The vessel concession operation shall be readily accessible to the public, well maintained, well provided, and reasonably priced. Excessively high pricing shall be reason to revoke the license of the concessionaire without refund of deposit or balance for the season. Determination of unreasonably high pricing shall be adjudicated by the Parks and Recreation Commission and any prerogative to obtaining of the license for the upcoming season(s) shall be denied.

3. The prospective concessionaire must submit a schedule of charges with bid.
4. The prospective concessionaire must have at least 3 years' experience in the business of canoe, kayak, and paddleboard rentals. Please provide references with bid.
5. It is the responsibility of the concessionaire to obtain appropriate permits & approvals from Town of New Milford agencies, including but not limited to the Mayor's Office and Land Use Offices.
6. The location of the concession operation shall be determined by the Parks and Recreation Director. The concessionaire and patrons must park across the road from the boat ramp in dedicated lined spaces.
7. The licensee must furnish a certificate of insurance meeting the Town's requirements and submit to the Parks and Recreation Department in addition to the Finance Office by April 1<sup>st</sup> of each year.
8. The concessionaire may run the rental operation from April 15 through Columbus Day. The hours of operation may not exceed 9:00am – 5:00pm on weekdays or 8:00am – 7:00pm on weekends.
9. Vessels, equipment & supplies may be secured on-site in the racks and storage box provided by the Town of New Milford. No other equipment may be left on-site. The Town of New Milford is not responsible for any items damaged or stolen. The canoe/kayak racks can hold 6 vessels and the storage box measures 8' long x 4' wide x 42" high
10. During operation, access to the dock, kayak ramp and park cannot be blocked and must be accessible to all.
11. No alcoholic beverages of any kind shall be consumed on the premises.
12. The concessionaire is responsible, at all time, for upkeep to the maximal degree of cleanliness within a 100-foot radius of the concession operation. No other items shall be installed including but not limited to tents, racks, etc. without permission from the Parks & Recreation Commission.
13. The concessionaire must furnish his/her own equipment & supplies as required. The concessionaire is required to take all garbage with them each day at his/her expense.
14. During all hours of operation of the portable concession unit, there must be one (1) employee present of at least 18 years of age.
15. The license of the bid winner may be terminated immediately by the Town of New Milford for violation of any of the conditions set forth in these specifications, or for performance deemed unsatisfactory by the Parks and Recreation Commission.

16. The license shall terminate by the terms here set forth should the licensee fail to exercise the option to renew at the end of the first or second year.
17. It is the sole responsibility of the concessionaire to meet and provide all applicable insurance, and any and all requirements, licenses, permits, etc. as deemed necessary by the town, state, and federal government.
18. The inventory of the purveyor should be broad enough to include canoes, kayaks and paddleboards. The Town of New Milford has the right to nullify the contract with the purveyor if at any time these items are found to be wanting.

**ADMINISTRATIVE REQUIREMENTS**

1. Questions should be directed to: Daniel Calhoun, Director of Parks & Rec, via email @ [dcalhoun@newmilford.org](mailto:dcalhoun@newmilford.org) - Questions MUST be received no later than seven (7) calendar days before the bid opening. In order to be fair to all bidders, questions must be received in written form. It will be incumbent upon the Bidder to check the Town’s website, [www.newmilford.org](http://www.newmilford.org), for any addenda issued.

**INSURANCE REQUIREMENTS**

A certificate of Insurance is required to be submitted prior to execution of any agreement. The Contractor must carry the following minimum insurance coverages:

- A. Commercial General Liability (Form 1988 ISO Occurrence Form or equivalent)  
Limits of Liability shall be combined bodily injury and property damage:
 

General Liability per occurrence	\$1,000,000
Personal Injury	\$1,000,000
Aggregate	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

The insurer shall waive all rights of subrogation on all applicable policies against the Town of New Milford, the New Milford BOE, its officers, employees and volunteers arising from all contracts, agreements and work performed by the Contractor for the Town of New Milford.

- B. Automotive Liability, including owned, hired and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage: \$1,000,000
- C. Statutory Worker’s Compensation and Employer’s Liability.
 

Each Accident	\$ 100,000
Disease – each employee	\$ 100,000
Disease policy limit	\$ 500,000

 Or in accordance with the requirements of the State, whichever is greater.

D. Umbrella /Excess

\$ 1,000,000

- E. If Umbrella Liability is used to make up required limits, the policy shall not reduce or restrict coverage provided by the underlying Commercial General Liability or Automotive Liability insurance policies. Umbrella limits over General Liability limits may be used to make up the required limits. The additional insured coverage MUST be provided by the Umbrella to mirror the General Liability coverage.
- F. Insurance carriers providing the required insurance coverages must have an A.M. Best's financial rating of "A-VII" or better.
- G. The Town of New Milford, its officials, employees, and volunteers, MUST be named as additional insured on a primary and non-contributory basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.
- H. Note these limits are not all inclusive and are subject to change to reflect scope and cost of individual projects. These minimum required limits are not a limitation of contractor liability.

PURCHASING AUTHORITY  
Town of New Milford, Connecticut

**INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT**

**BID:** 2019 Vessel Concession – Riverwalk

**BID OPENING:** March 21, 2019

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Town of New Milford, and agents and employees of said Town from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss or use resulting therefrom, but only to the extent caused in whole or in part by acts or omissions of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Town of New Milford. In claims against any person or entity indemnified under this paragraph by an employee of the contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor acknowledge and understands that the Town of New Milford has adopted as its policy, the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142, as those statutes may be amended from time to time. Contractor further agrees to comply with such mandates.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

PURCHASING AUTHORITY  
Town of New Milford, Connecticut

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER  
(To Accompany Bid)

State of \_\_\_\_\_

Ss. \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and  
says that:

(1) He is \_\_\_\_\_ of \_\_\_\_\_,  
the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all  
pertinent circumstances respecting such bid:

(3) Such Price is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, Owners, agents, representatives,  
employees or parties in interest, including this affidavit, has in any way colluded, conspired,  
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a  
collusive or sham Bid in connection with the Contract for which the attached Bid has been  
submitted or to refrain from bidding in connection with such Contract, or has in any manner,  
directly or indirectly, sought by Agreement or collusion or communication or conference with  
any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other  
Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any  
Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any  
advantage against the Town of New Milford, or any person interested in the proposed Contract;  
and

(5) The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not  
tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder  
or any of its agents, representatives, Owners, employees or parties in interest, including this  
affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_(Title)\_\_\_\_\_

My Commission Expires \_\_\_\_\_ 20\_\_.



**NEW MILFORD PARKS & RECREATION DEPARTMENT**

**BID SHEET – VESSEL CONCESSIONS - 2019**

Name of Company: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_

**BID PRICE TO OPERATE VESSEL CONCESSIONS:**      \$ \_\_\_\_\_

**Rates for Canoe Rentals:** \_\_\_\_\_

\_\_\_\_\_

**Rates for Kayak Rentals:** \_\_\_\_\_

\_\_\_\_\_

**Rates for Paddleboard Rentals:** \_\_\_\_\_

\_\_\_\_\_

**Is there any items that you cannot provide:** \_\_\_\_\_

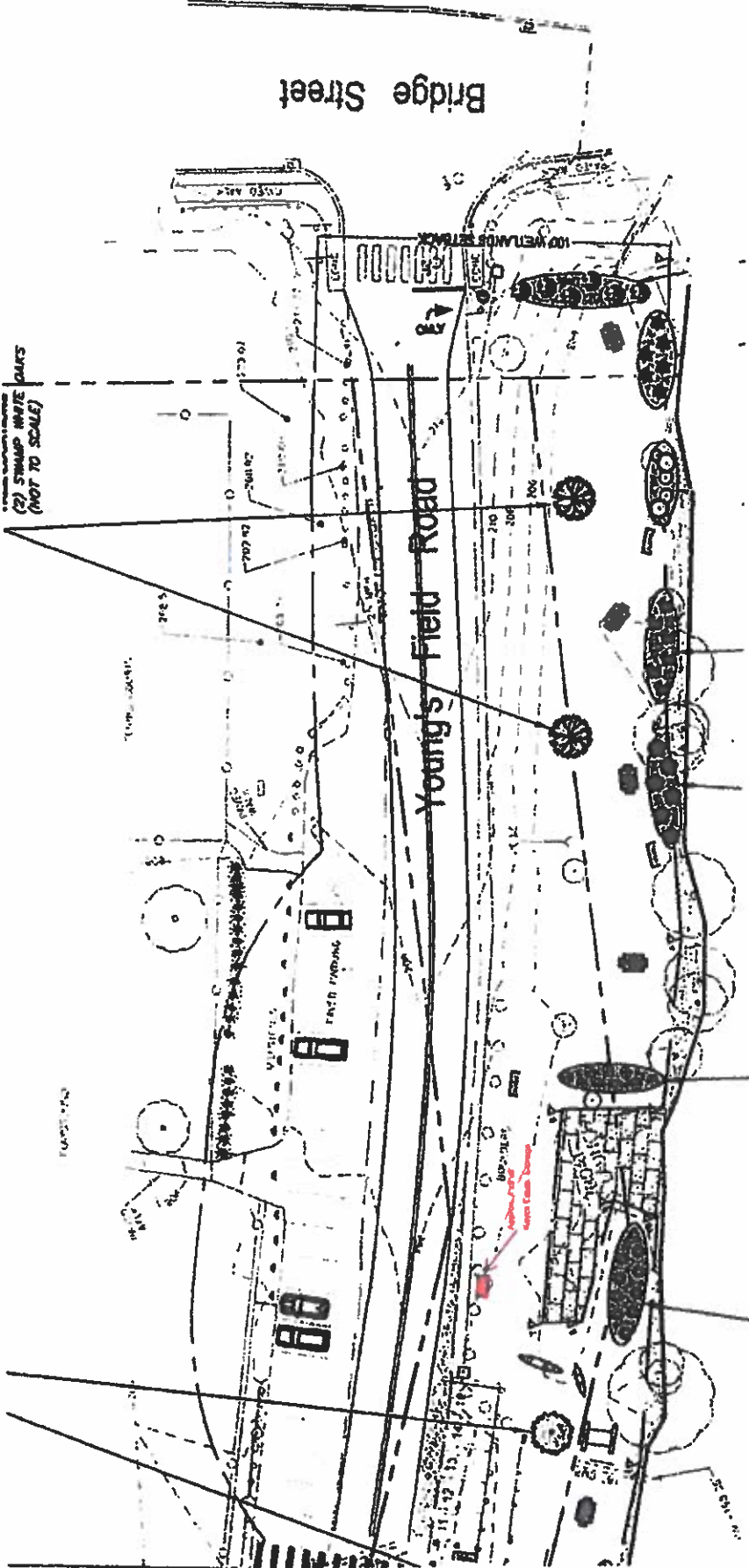
\_\_\_\_\_

**References:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



SKETCH PLAN  
 PROPOSED KAYCK RENTALS  
 PREPARED FOR  
 TOWN OF NEW MILFORD  
 SCALE: 1/8" = 1'-0"  
 PREPARED BY  
 CCALLC

Note:  
 -Site plan from existing "Memorandum" plan as provided by Town.  
 -Shading has been added to the sketch plan.  
 -A minimum of 5' of setback from the proposed ramp.  
 -Site to be retained when no structures are proposed.