



PURCHASING AUTHORITY  
Town of New Milford, Connecticut  
REQUEST FOR BIDS - CONCESSIONS

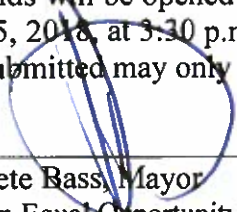
Sealed bids will be received at the Purchasing Office until the hour of 3 p.m., on March 15, 2018. Bids must be enclosed in a sealed envelope, addressed to the Purchasing Authority, Town of New Milford, 10 Main Street, New Milford, CT 06776, and clearly marked: **2018 PORTABLE FOOD CONCESSIONS**.

INTENT: It is the intent of the Town of New Milford to contract to sell ice cream and/or food, drinks and snacks at Conn's Pond, Lynn Deming, JPCC and Young's Field Parks.

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.

Bids will be opened publicly in the E. Paul Martin Room by the Purchasing Authority, Thursday, March 15, 2018, at 3:30 p.m. Late bids will be considered informal and rejected. Forms on which bids must be submitted may only be obtained online at [www.newmilford.org](http://www.newmilford.org).

  
\_\_\_\_\_  
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

**SPECIFICATIONS**

**2018 PORTABLE FOOD CONCESSION BID FOR TOWN PARKS**

**INTENT**

It is the intent of the Town of New Milford to contract to sell ice cream and/or food, drinks and snacks at Conn's Pond, Lynn Deming, John Pettibone Community Center and Young's Field Parks.

**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 15, 2018.

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 2018. 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 all of the following;

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

## **TECHNICAL SPECIFICATIONS**

### **Item 1 – Conn’s Pond Park: Food Vendor**

It is the intent of the Town of New Milford to contract with a food truck or cart to sell food and drink items at Conn’s Pond Park. 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.

1. The initial bid shall be for the first year's license fee. The bid payment is due by April 1, 2018. The license shall run from April 15, 2018 through November 30, 2018.
2. Three (3) Year Option: The second and third year operation of the portable concession unit shall be by approval of the Town of New Milford Parks and Recreation Department. The license fee for the second year option shall be the same as the bid for the first year plus a ten percent (10%) increase. The license fee for the third year option 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 and sign the license on or before January 15<sup>th</sup> of the additional season. If between January 15<sup>th</sup> and April 1<sup>st</sup>, 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 portable concessions may be operated April 15 – November 30, 2018. No other dates are allowed.
4. Bidding opens with a minimum offer of \$300.00

### **Item 2 – Young’s Field Park: Food Vendor**

It is the intent of the Town of New Milford to contract with food trucks or carts to sell food and drink items **with the exception of ice cream and candy** at Young’s Field Park located at 6 Young’s Field Road. 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.

1. The initial bid shall be for the first year's license fee. The bid payment is due by April 1, 2018. The license shall run from April 15, 2018 through November 30, 2018.
2. Three (3) Year Option: The second and third year operation of the portable concession unit shall be by approval of the Town of New Milford Parks and Recreation Department. The license fee for the second year option shall be the same as the bid for the first year plus a ten percent (10%) increase. The license fee for the second year option 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 and sign the license on or before January

15<sup>th</sup> of the additional season. If between January 15<sup>th</sup> 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 portable concessions unit may be kept open from April 15 – November 30, 2018. No other dates are allowed.
4. The Town reserves the right to award the bid to different food vendors with the intent to encourage diverse offerings that do not compete with each other.
5. Please be advised that there may be special events held at Young's Field that may include food vending trucks. These events will not preclude the winning bidder from selling their product.
6. Bidding opens with a minimum offer of \$300.00.

### **Item 3 – JPCC & Creative Playground: Ice Cream Vendor**

It is the intent of the Town of New Milford to contract to sell ice cream, soda, sports drinks, water and candy (you are not allowed to sell food items) at JPCC & the Creative Playground located at 2 Pickett District Road. 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.

1. The initial bid shall be for the first year's license fee. The bid payment is due by April 1, 2018. The license shall run from April 15 through November 30, 2018.
2. Three (3) Year Option: The second and third year operation of the portable concession unit shall be by approval of the Town of New Milford Parks and Recreation Department. The license fee for the second year option shall be the same as the bid for the first year plus a ten percent (10%) increase. The license fee for the third year option 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 and sign the license on or before January 15<sup>th</sup> of the additional season. If between January 15<sup>th</sup> 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 portable concessions unit may be kept open April 15 – November 30. No other dates are allowed.

4. Please be advised that there may be special events held at Young's Field that may include ice cream and/or food vending trucks. These events will not preclude the winning bidder from selling their product.
5. Bidding opens with a minimum offer of \$300.00.

**Item 4 – Lynn Deming Park: Food Vendor**

It is the intent of the Town of New Milford to contract with a portable vending food truck or cart to sell food and drink items **with the exception of ice cream and candy** at Lynn Deming Park. 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. In addition, the purveyor must agree to allow the placement of vending machines to be limited to and inclusive of coffee, soda, snacks, candy, etc.

1. The initial bid shall be for the first year's license fee. The bid payable is due by April 1, 2018. The license shall run on or before April 15 to November 30, 2018.
2. Three (3) Year Option: The second and third year operation of the portable concession unit shall be by approval of the Town of New Milford Parks and Recreation Department. The license fee for the second year option shall be the same as the bid for the first year plus a ten percent (10%) increase. The license fee for the third year option 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 and sign the license on or before January 15<sup>th</sup> of the additional season. If, between January 15<sup>th</sup> and April 1<sup>st</sup>, 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 portable concession may be operational for business from April 15 through November 30, 2018 (the park is fully operational from Memorial Day – Labor Day).
4. The Town reserves the right to award the bid to different food vendors with the intent to encourage diverse offerings that do not compete with each other.
5. Bidding opens with a minimum offer of \$300.00.

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

- 1 NO TRANSFER of the concession license shall be allowed without prior approval secured from the Parks and Recreation Commission.

2. The portable concession unit shall be readily accessible to the public, well maintained, well provided, and reasonably priced. Excessively high pricing shall be reason to revoke the license 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. It is the responsibility of the concessionaire to obtain appropriate permits & approvals from The Town of New Milford Mayor's Office, Health Department and Police Department, etc.
4. The location of the portable concession unit shall be determined by the Parks and Recreation Director. The concessions **unit may not take up more than one standard parking space** plus an additional space for the vehicle used to tow (if needed).
5. The licensee must furnish insurance with food quality coverage in the amount of \$1,000,000. Other insurance requirements are outlined on the following page. A certificate of insurance meeting the requirements shall be submitted to the Parks and Recreation Department in addition to the Finance Office by April 1<sup>st</sup> of each year.
6. No equipment shall be kept outside of the portable unit without the express approval of the and Recreation Commission and/or its representatives.
7. To prevent the hazard of broken glass on the beach and park premises, no glass containers of any kind are to be used in the purveyance of food or beverage.
8. No alcoholic beverages of any kind shall be served, sold or consumed on the premises.
9. The concessionaire is responsible, at all time, for upkeep to the maximal degree of cleanliness within a 50-foot radius of the portable concession unit. No other items shall be installed including but not limited to tents without permission from the Parks & Recreation Commission.
10. The concessionaire must furnish, at his/her own expense gas and/or electricity as required. Cooking outside of the portable concession unit is not allowed. The concessionaire is likewise responsible, at his/her own expense of garbage removal resulting from the purveyance of his/her wares. The garbage receptacle must be removed from the property each evening.
11. During all hours of operation of the portable concession unit, there must be one (1) employee present of at least 18 years of age.
12. 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.

13. 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.
14. It is the sole responsibility of the concessionaire to meet and provide all applicable health, insurance, and any and all requirements, licenses, permits, etc. as deemed necessary by the town, state, and federal government.
15. The inventory of the purveyor should be broad enough to include food for meals as well as snacks, and drinks. 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. Please note that groups running special events held at any parks may be allowed to sell their own concessions for fund raising at the discretion of the Parks & Recreation Director.

Questions: Please contact the Parks & Recreation Department at 860-355-6050

**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 will be required to be submitted upon execution of the 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 Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000
Personal Injury	\$2,000,000
Each Occurrence for Bodily Injury and Property Damage	\$2,000,000
Fire Damage (Any One Fire)	\$ 50,000
Medical Expense (Any One Person)	\$ 5,000

**INSURANCE REQUIREMENTS – Continued**

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

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.

- B. Automotive Liability, including owned vehicles, hired vehicles and non-owned vehicles. Limits of insurance shall be combined single limit bodily injury and property damage \$2,000,000

Umbrella limits over Automotive Liability limits may be used to make up the required limits.

- C. Statutory Workers Compensation and Employers Liability

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

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

- D. 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.
- E. Insurance carriers providing the required insurance coverages must have an A.M. Best’s financial rating of “A-VII” or better.
- F. The Town of New Milford, its officials, employees, and volunteers, MUST be Named as additional insured with reference to this project on a primary basis. The policy endorsement evidencing this coverage must be provided with the Certificate of Liability Insurance.
- G. Any changes in insurance coverage will require thirty (30) days notice to the Town of New Milford by certified mail with return receipt requested.



PURCHASING AUTHORITY  
Town of New Milford, Connecticut

**INDEMNIFICATION, ACKNOWLEDGEMENT & AGREEMENT**

**BID:** 2018 Portable Food Concession Unit

**BID OPENING:** March 15, 2018

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

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 \_\_\_\_\_ 2018.

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

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

NEW MILFORD PARKS & RECREATION DEPARTMENT

47 BRIDGE STREET  
NEW MILFORD, CT 06776  
860-355-6050  
FAX: 860-355-6052

**BID QUOTE SHEET  
PORTABLE FOOD CONCESSION BID  
2018**

1. Bid Item #1: Conn's Pond Food (Bidding Begins at \$300): \$ \_\_\_\_\_
  
2. Bid Item #2: Young's Field Park Food (Bidding Begins at \$300): \$ \_\_\_\_\_
  
3. Bid Item #3: JPCC/Creative Play Ice Cream (Bidding Begins at \$300): \$ \_\_\_\_\_
  
4. Bid Item #4: Lynn Deming Park Food (Bidding Begins at \$300): \$ \_\_\_\_\_

Please indicate what foods you would be offering.

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Please list any deviations from the bid specifications: \_\_\_\_\_

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Name of concession stand or food truck: \_\_\_\_\_  
(If none please type N/A)

Contact Name: \_\_\_\_\_

Contact Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Number: \_\_\_\_\_

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