

**TOWN OF WETHERSFIELD
PARKS & RECREATION DEPARTMENT
CONCESSION WRITTEN QUOTES**

GENERAL INFORMATION

INTENT

The purpose of this written quotation is to obtain vendor(s) to provide concessions including food, beverages and ice cream at Cove Park and Mill Woods Park as well as a concessionaire for the sale of ice cream on Town Property at various locations and times.

All concessionaires must meet the Food Service Establishment requirements of the Central Connecticut Health District for an itinerant food vendor.

The award (s) will be given to the highest, responsible quotes. Those submitting quotes have the option of submitting quotes for one or all three concessions. Award for each concession will be considered independently from each other. For any questions contact the Parks & Recreation Department at 860-721-2890.

Submission Deadline

Written quotes will be accepted by the Town of Wethersfield Parks & Rec. Department, 505 Silas Deane Hwy., Wethersfield, Connecticut 06109 **until 2:00 p.m., March 31, 2009**. Quotes received after the date and time specified will not be accepted. **“Request for Quotation” form can be found at wethersfieldct.com under Government – Vendor Information – Current Bids.**

Acceptance of Subcontractor

Submission of name of Subcontractor in Bid shall be deemed to constitute an acceptance by Contractor, if awarded the Contract, of Bid of such Subcontractor. Any alteration therein, after award of contract, shall be subject to approval of Owner.

Changes and/or Additions

All changes or additions to these specifications shall only be done by written communication bearing the signature of the Director of Parks and Recreation.

Minimum Bid

A minimum bid of \$1,500.00 for each concession a quote is submitted for. Payment in full is due within 30 days of notification of award and PRIOR to beginning concession operation.

Special Events

Any special event may be awarded by separate agreement with the Director of Parks & Recreation, which will temporarily suspend this contract.

Termination

The Town may terminate the contract resulting from these specifications at any time in the event the Concessionaire fails, in the opinion of the Director of Parks & Recreation to meet the terms of the contract or to provide an operation in the best interest of the town.

Refuse

All refuse generated by the Concession activities shall be the responsibility of the Concessionaire. Refuse must be placed in the trash barrels provided by the Town.

Inspection

The Town of Wethersfield reserves the right to inspect the Concession area at any time.

OPTION I – COVE PARK CONCESSION

A. General Information

Season is from 4/20/2009 to 10/31/2009. The concessionaire may operate Sunday through Saturday from 8 am – 8 pm. There is no free standing structure available on site. When in operation the concessionaire is to set up a stand temporarily each day that must be taken down daily. No alcoholic beverages of any kind are to be sold or held on any Park Premises. No glass bottles are to leave the Concession stand.

B. Location and Setup

The location for the Concession Stand shall be located at Wethersfield Cove Park at a location to be selected by the Parks and Recreation Department. The park is located in Old Wethersfield off Main Street. The vendor needs to check with the Department prior to submittal of bid.

- A. Concession stand is to be located in the parking lot of the launching area or where approved in writing by the Director of Parks & Recreation.
- B. Concession stand set up and amount of equipment must be approved by the Director of Parks and Recreation. A generator will only be permitted if the noise level is very low and permission is granted from the Director of Parks & Recreation.

OPTION II – MILL WOODS PARK CONCESSION

A. General Information

Season is from 4/20/2009 to 10/31/2009. The concessionaire may operate Sunday through Saturday from 8am – 10pm. The concessionaire shall operate from the Concession Building which has electricity and water. The concessionaire will be responsible for paying the electric bills while under this contract. This includes security lighting and basic service charges. The Town of Wethersfield shall provide water service.

No alcoholic beverages of any kind are to be sold or held on any Park Premises. No glass bottles are to leave the Concession building.

B. Location and Setup

The Concession building is centrally located at Mill Woods Park on Prospect Street near the bath house of the swimming facility. Concessionaire must leave the building in the same condition they found it. The facility will be inspected by both the contractor and the Town on the first and last day of occupancy. The concessionaire will be responsible for repairing or cleaning items to the satisfaction of the Town or pay the cost for correcting these items. No alteration shall be made to the concession building without the written permission of the Director of Parks and Recreation.

OPTION III –ICE CREAM CONCESSION

A. General Information

Season is from 4/20/2009 to 10/31/2009. The concessionaire may operate Sunday through Saturday from 8:00am – 8:00 p.m. No building will be available on any of the premises to sell ice cream. The concessionaire must provide their own mobile concession.

Cove Park and Mill Woods Park are **not** included in this quote. These two sites are available in separate contracts. No alcoholic beverages of any kind are to be sold or held on Town Property. No glass containers of any kind are to leave the immediate vicinity of the Concession Area.

OPTION III –ICE CREAM CONCESSION (Cont)

B. Locations and Setup

The Concessionaire shall have the exclusive right to sell Ice Cream on Town property at the following locations and times:

Playground Sites:	9:00am-8:00pm, Highcrest School, Greenfield Playground, Standish Park and Cedar Street Park.
Willard Pool:	9:00am-8:00pm
Silas Deane Middle School:	available during the Dance and Drama Program, time to be specified by Director.

INSURANCE AND INDEMNITY REQUIREMENTS

The Contractor shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure the Contractor's obligations under this contract with an insurance company or companies with an AM Best Rating of A-: VII or better licensed to write insurance in Connecticut and acceptable to the Town of Wethersfield. Where no insurer so licensed in Connecticut will provide the required coverage, the insurer shall, at minimum, be approved to do business in Connecticut (listed on the current "White List" of the Connecticut Insurance Department).

As to all insurance required, the insurer shall provide the Purchasing Assistant, Town of Wethersfield, with Certificates of Insurance prior to the execution of this contract, describing the coverage and providing that the insurer shall give the Town of Wethersfield written notice at least thirty (30) days in advance of any termination, expiration, or any and all changes in coverage.

Deductibles and self-insurance shall be declared in the Certificate of Insurance and are subject to the approval of the Town of Wethersfield.

Such insurance or renewals or replacements thereof shall remain in force during the Contractor's responsibility under this Agreement. The kinds and amounts of such insurance coverage shall not be less than the kinds and amounts designated herein, and the Contractor agrees that the stipulation herein of the kinds and minimum amounts of insurance coverage, or the acceptance by the Town of Wethersfield of Certificates of Insurance indicating the kinds and limits of coverage shall in no way limit the liability of the Contractor to any such kinds and amounts of insurance coverage.

1. Contractor agrees to indemnify and save harmless the Town from loss, expense, damage or injury caused or occasioned, directly or indirectly, by its failure to comply with any of the following:
 - a. The furnishing and paying for all necessary permits, licenses and inspection fees as called for in the plans, specifications and addenda as being his responsibility.
 - b. The payment of all royalty and license fees and the defense of all suits or claims for infringement of any patent rights pertaining to work furnished by the Contractor.
 - c. The payment of any loss or damage arising from any defects in materials or workmanship for a period, and to the extent, as set forth in the plans, specifications and addenda, or for a period of one year from date of acceptance, whichever is greater.
 - d. The payment for any physical loss and damage resulting from fraud committed by or misuse of intellectual property, invasion of privacy, network security (virus

transmission, client loss of use, and failure to prevent identity theft) and cyber liability.

The Contractor agrees that, to the fullest extent permitted by law, it shall hold harmless and indemnify the Town and all of its officers, agents and employees (hereinafter collectively called the "Indemnitees") and shall defend and protect the Indemnitees from and against any and all loss, cost, liability, claim, damage and expense including, without limitation, reasonable attorney's fees and expenses, incurred in connection with or arising from or alleged to have occurred in connection with or arisen from (I) any injury, illness or death to any person or damage to any person or property occurring with respect to, in connection with or as a result of and to the extent caused by the negligent acts or omissions of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, and (II) any litigation, whether material or immaterial, with respect to any negligent act or omission of the Contractor, its employees, subcontractors or any other person or entity for whose acts the Contractor may be liable, or with respect to or in connection with Contractor's performance or non-performance of its obligations under this agreement. As used above, the Contractor's duty to "defend and protect" shall be by counsel reasonably acceptable to the Town and "attorneys fees and expenses" shall include both reasonable attorney's and paralegals' fees and expenses. In case any action or proceeding be brought against any of the Indemnitees by reason of any such claim or liability, the Contractor, upon notice from the Town, shall protect and defend at the Contractor's sole expense such action or proceeding by counsel reasonably satisfactory to the Town and the Town agrees to cooperate in such defense. The Contractor will pay any judgments entered against the Indemnitees or any of them after exhaustion of all appeals thereof as the Contractor shall reasonably determine to undertake. The Contractor will also pay all amounts payable in settlement or compromise of any such action or proceeding, and the Town agrees not to settle any such action or proceeding without the Contractor's consent, which will not be unreasonably withheld. In the event the Contractor shall fail to protect and defend any of the Indemnitees, the Town may undertake to protect and defend such Indemnitees and the Contractor shall pay to the Town, upon demand, all reasonable costs and expenses incurred by the Town in connection therewith, including, without limitation, all reasonable attorneys fees and expenses.

2. The Contractor shall procure and maintain, at its own expense, the following insurance:
 - a. Worker's Compensation with minimum statutory limits on Employer's Liability Part B and Occupational Disease. Workers Compensation shall include waiver of subrogation in favor of the Town and alternate employer endorsement.
 - b. General Liability Insurance on an occurrence basis with minimum limits of:

\$1,000,000 Bodily Injury Per Occurrence
\$1,000,000 Property Damage
or
\$1,000,000 Combined Single Limit

The Town shall be listed as an additional insured as regards both premise operations and products/completed operations.

Coverage shall include Broad Form Property Damage, Contractual Liability and Completed Operations coverage, Professional Liability where applicable and such other insurance as the Town may require. The Town requires that these aggregate limits be maintained by the Contractor as required. Contractors insurance shall be primary and non-contributory and include waiver of subrogation. It is the responsibility of the Contractor or his representative to notify the Town if ever or whenever the policy limits go below those required above. If the aggregate limits include defense costs, the Town should be so notified. It is the responsibility of the Contractor and his insuring agent to

provide the Town with current certificates throughout the contract period, keeping the required limits in full force and effect. The Town of Wethersfield reserves the right to modify or change the requirements at any time if it is in the best interest of the Town to do so.

c. Auto Liability Insurance with minimum limits of:

\$1,000,000 Bodily Injury
\$1,000,000 Property Damage
or
\$1,000,000 Combined Single Limit

All insurance shall be evidenced by a certificate of insurance showing the Contractor's insurance is in force and the carrier shall notify the Town that the policies will not be canceled with less than 30 days written notice to the Contractor. Contractors Insurance shall be primary and non-contributory and include waiver of subrogation.

3. On purchase orders where the cost of the work, or contract price, exceeds \$100,000 or is hazardous in nature, there shall also be a \$4,000,000 umbrella or excess liability layer over the underlying described above. In such case there shall also be required an Owners and Contractors Protective Liability policy issued naming the Town as named insured, with a \$1,000,000 per occurrence limit.

The wording for both named insured and additional insured shall read as follows:

The Town of Wethersfield, The Wethersfield Board of Education (where appropriate), and its respective officers, agents and servants.

4. Professional Liability, \$5,000,000 limit (Architects, Engineers, Attorneys including Town Council, Accountants, Actuaries, Agent of Record).

Additional Coverage and Limits may be required based upon the particular services contracted.

5. Property Insurance

- a. Town shall purchase and maintain property insurance upon the work at the site of the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or as required by law). This insurance shall include the interests of the Town, Contractor, Subcontractor and Engineer in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be specified in the Supplementary Conditions; shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architect, attorney and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain similar property insurance on portions of the work stored on or off site or in transit when such portions of the work are to be included in an Applications for Payment.
- b. Town shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interest of the Town, Contractor, Subcontractors and Engineer in the work, but only to the extent required by the Supplementary Conditions or by law.

- c. Town shall not be responsible for purchasing and maintaining any property insurance to protect the interests of the Contractor or Subcontractors in the work to the extent of any deductible amounts that are provided in the Supplementary Conditions. The risk of loss within the deductible amount shall be borne by the Contractor, and if Contractor wishes property insurance coverage within the limits of such amounts, Contractor may purchase and maintain it at Contractor's own expense.
 - d. If Contractor requests in writing that other special insurance be included in the property insurance policy, Town shall, if possible, include such insurance, and the cost thereof shall be charged to Contractor by appropriate Change Order. Prior to commencement of the work at the site, Town will in writing advise Contractor whether such other insurance has been procured by the Town.
 - e. The policies of insurance required shall contain a provision that in the event of payment for any loss under the coverage provided, the insurer will have no rights of recovery against any of the parties enumerated. It is the intention of the Owner and Contractor that the policies shall protect all of the enumerated parties and be primary coverage for any and all losses covered by the insurance described.
6. **Waiver of Rights:** Town and Contractor waive all rights against each other and the Subcontractors and their agents and employees and against Engineer and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided, or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such insurance held by Owner as trustee. Town shall require similar waivers in writing from each Subcontractor; each such waiver will be in favor of all other parties enumerated.
 7. **Receipt and Application of Proceeds:** Town as trustee shall have power to adjust and settle any loss with the insurers. Any insured loss under the policies of insurance shall be adjusted with Owner and made payable to Town as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause. Town shall deposit in a separate account any money so received, and he shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged work shall be repaired or replaced, the moneys so received applied on account thereof and the work and the cost thereof covered by an appropriate Change Order.

Other Conditions

Claims Made Coverage Guidelines - General or Professional Liability

The Town requires that the Certificate of Insurance include the retroactive date of the policy. Retroactive dates must be either before or coincident with the Contract's inception.

The Town requires prompt and immediate notice of the following:

1. Erosion of any aggregate limits.
2. Advance of any retroactive dates.
3. Cancellation or non renewal. Prior 30 day notice.

The Town requires that any extended reporting period premium be paid by the named insured. The reporting of possible claims to the Town of Wethersfield is necessary and the Town retains the right to require that the extended reporting period be invoked by the Contractor at his/her expense. The Town requires that if any excess coverage is secured to meet the requirements that the retroactive dates be concurrent with the primary policy and that the retro dates be either

before or coincident with the inception of the Contract. If the retroactive date is moved, or if the policy is canceled or not renewed, the Contractor must invoke the tail coverage option, at no expense to the Town but rather at the expense of the Contractor, in order to adequately assure that the policy meets the above requirements.

If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a surety issuing any such shall become unsatisfactory to the Town, the Bidder shall promptly obtain a new policy, submit same to the Purchasing Agent for approval and submit a certificate thereof as hereinabove required. Upon the failure of the Bidder to furnish, deliver or maintain same, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Bidder in the above shall not relieve same from any/all liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Bidder concerning indemnification.

In the event that claims in excess of these amounts are filed by reason of any operations under this contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Bidder until such time as the Bidder shall furnish such additional security covering such claims as may be determined by the Town.

Note: Proof of insurance in accordance with these specifications must accompany bid submission.