

**Request for Proposals  
2012-063**

The City of Bristol, Connecticut is accepting proposals for the following:

**Food Concession Services  
Muzzy Field**

All submissions must be made in accordance with the specifications supplied by

The City of Bristol  
Purchasing Office  
111 North Main Street  
Bristol, CT 06010

Submissions will be received until **11:00 am, February 10, 2012.**

Roger D. Rousseau  
Purchasing Agent  
Tel (860) 584-6195  
Fax (860) 584-6171  
<http://www.bristolct.gov/bids>



**CITY OF BRISTOL, CONNECTICUT 06010**

**REQUEST FOR PROPOSALS**

**2012-063**

**Food Concession Services for Muzzy Field**

**Place of Opening**

Purchasing Office, 111 North Main Street, Bristol, Connecticut, 06010.

**Date and Time of Opening**

**11:00 am, February 10, 2012.** Proposals may be withdrawn 90 days after opening if no award has been made.

**1. Intent**

The City of Bristol intends to contract with a single independent food concessions operator at the Muzzy Field Facility for the sale of food and beverages. The term of the contract is expected to be from the date of award through December 31, 2013, with an option to renew for an additional one year term.

**2. Scope of Proposal**

The City of Bristol Parks Department owns, operates and maintains facilities at Muzzy Field. The contractor shall provide for sale refreshments within the premises, at reasonable market prices, subject to the approval of the Parks Department. Profits from the sale of such refreshments will be retained by the contractor. The contractor is expected to maintain the concession area in a clean suitable manner.

The Bristol Board of Parks Commissioners has determined that a minimum fee of \$1,900.00 shall be paid annually by the concessionaire for the right to operate at Muzzy Field. Such fee shall be subject to an increase of 10% annually for the additional option year.

**3. Conditions**

- a. The Concessionaire must keep the concession areas neat and clean at all times. All attendants shall always be clean as to their appearance and dress. The Concessionaire shall provide enough attendants to take care of the public's wants with reasonable promptness.
- b. All beverages are dispensed in paper containers or equivalent biodegradable materials, and straws are to be of a biodegradable material.
- c. The Selling price of all articles shall not be higher than the generally observed regular retail price throughout the City. A list of prices is to be on file at the Parks and Recreation Department office.
- d. The Concessionaire shall furnish its own equipment and furniture necessary for the operation of the concession.
- e. The Concessionaire shall not use the premises except to conduct the concession business in the concession area.

- f. The Lessee shall not alter or make additions to the leased premises, buildings, or utilities provided, without the written consent of the Board of Park Commissioners.
- g. The Concessionaire shall not sublet the premise or any portion thereof without the written consent of the Board of Park Commissioners.
- h. The Board of Park Commissioners shall have full authority to enter the concession at any time in order to inspect the area and contents.
- i. The Concessionaire agrees that under no condition will any alcoholic beverages be sold, provided, vended or permitted with in any areas operated by the Concessionaire, even should such alcoholic beverages be brought to the premises by the patron or visitor.
- j. If, at any time, the Board of Park Commissioners feel that the concession is not being conducted properly it may remove the Concessionaire from the Park for the balance of the season, without refund.
- k. Upon termination of this agreement, the Concessionaire shall leave the premises in as good as condition as they are now, excepting reasonable wear and tear.

#### **4. Miscellaneous Obligations**

- a. The Concessionaire must furnish at his expense, physician certificates for all his employees and any and all permits, Health Department or otherwise, for the transaction of such business.
- b. All work done and equipment used shall comply with all pertinent O.S.H.A., federal, state and local regulations.
- c. The utility costs will be paid by the City of Bristol.
- d. Concession shall be operated at all times when functions are held within the site. It shall operate one hour before and until conclusion of every scheduled event unless specifically waived by the Board of Park Commissioners.
- e. The Concessionaire shall comply in all aspects with the Equal Employment Opportunity Act and the Affirmative Action Plan. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

#### **5. Destruction of Premises**

In the event that any of the concession sites shall be destroyed or damaged by fire or other casualty so as to render them untenable for a period of at least six (6) days, either the City or the Concessionaire may elect to withdraw the destroyed concession sites from this agreement, and thereupon such concession sites shall be eliminated from the terms of this agreement. Such election shall be indicated by written notice.

The Concessionaire shall not perform any acts on the premises that will cause to increase the rate of fire insurance or to violate the rules of the Park, Health, or Fire Departments.

## **6. Preparation and Submittal of Proposals**

- a. All proposals shall be signed in ink by the Bidder's duly authorized principal.
- b. Requests for extensions of the opening time and date will not be granted.
- c. Proposers mailing their proposals should allow for normal time to ensure receipt of their proposals by the Bristol Purchasing Agent prior to the time and date fixed for opening of proposals.
- d. Proposals or unsolicited amendments to proposals received by the Bristol Purchasing Agent after the acceptance deadline will not be considered. Proposals will be publicly opened and logged in at the time and date specified above.
- e. Each proposer shall submit one original and two (2) copies of its proposals to the Bristol Purchasing Agent in a sealed envelope. The envelope shall clearly mark the bid number as a reference.
- f. Proposers shall include a list of products to be sold, including brand and cost to patrons; as well as number of staff expected to support your operations.

## **7. Miscellaneous**

The contents of the proposal submitted by the selected Proposer and this RFP will become a part of any contract award.

## **8. Insurance**

Prior to the execution of any contract, the City of Bristol requires that any awarded Concessionaire providing materials, equipment or services to the City, must provide to the City a certificate of insurance (Acord or other approved format) naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Public liability insurance, in the amounts of \$500,000 (single limit) and \$1,000,000 (aggregate coverage), including products liability coverage.
- Property damage liability insurance in the amount of \$1,000,000.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.
- Worker's Compensation as defined in the Connecticut General Statutes.

Any subcontractor to a contracted firm shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

## **9. Indemnification**

The awarded firm agrees to indemnify, defend, and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses accruing or resulting from the awarded firm's breach of a resulting agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the firm in the performance of a resulting agreement.

The City, as a sovereign government, cannot indemnify businesses or individuals.

The City shall not be liable to the Concessionaire for any injury or damage, however caused, to any property or person because of any act of the Concessionaire or his/her agent(s).

## **10. Addenda**

If it becomes necessary to revise any part of this request or if additional data is necessary to enable interpretation of provisions of this document, revisions or addenda will be provided to all prospective firms who receive this document; such revisions or addenda will additionally be posted on the following website:

<http://www.bristolct.gov/bids>

This document includes an acknowledgement page; this page must be faxed back to the Purchasing Department, to ensure proper notification of changes to the published documents. The City of Bristol does not assume responsibility for any vendor that does not receive revisions or addenda, where the vendor has not acknowledged receipt of any portion thereof.

Questions regarding this document should be referred to Roger D Rousseau at (860) 584-6195 or at <rogerrousseau@ci.bristol.ct.us>.

A summary of all questions and answers will be made available to each firm if they might influence the award of the contract.

## **11. Award**

The City may reject any or all proposals for such reason as it may deem proper. In acceptance of proposals, the City will be guided by consideration of the interests of the City. The City also reserves the right to negotiate further with one or more of the proposer as to any features of their proposals when such action will be in the best interests of the City. Review of proposals may include consideration of proposer's financial capacity, and status of current and/or past taxes due.

The individual signing this submittal hereby declares that no person or persons other than members of his/her own organization are interested in this Project or in the contract proposed to be taken; that it is made without any connection with any other connection with any other person or persons making a proposal for the same work and is in all respects fair and without collusion or fraud; that no person acting for or employed by the City of Bristol is directly or indirectly interested therein, or in the supplies or works to which it relates or will receive any part of the profit or any commission therefrom in any manner which is unethical or contrary to the best interests of the City of Bristol.

Attached to these specifications is a sample contract; the awarded Concessionaire will be required to execute a contract in substantially the same form, upon notification of award and upon provision of all necessary supporting documentation to the Purchasing Department. Please note that completion of the information in this form and execution of this form is NOT required for submission of a proposal; its inclusion is merely intended for demonstrative purposes.

The amount of the contract fee payable to the City shall be due on the date of the lease signing, and payable in advance for the term of the lease via certified check or cashier's check.

CITY OF BRISTOL, CONNECTICUT 06010  
PROPOSAL FORM



Food Concession Services for Muzzy Field  
RFP 2012-063

Opening: **11:00 am, February 10, 2012**  
Purchasing Office  
111 North Main Street  
Bristol, Connecticut 06010

In accordance with the City's Specifications, the undersigned agrees to provide concession services at **Muzzy Field** for an annual fee payable to City of Bristol in the amounts as stipulated in Section 2.

\_\_\_\_\_dollars and \_\_\_\_\_cents                      \$\_\_\_\_\_

The undersigned is familiar with the conditions surrounding this call for proposals bids, is aware that the City reserves the right to reject any and all bids, and is submitting this proposal without collusion with any other person, individual or corporate.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Town    State        Zip Code

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal ID #    (or SSN)

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Fax Number



## CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

### Please complete and sign

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**RETURN THIS FORM IMMEDIATELY!**

City of Bristol, Connecticut  
Acknowledgment: Receipt of RFP Documents

RFP Number: **2012-063**

Title: **Food Concession Services for Muzzy Field**

Please take a moment to acknowledge receipt of the attached RFP documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit proposals.

Date Issued: January 24, 2012

Date RFP documents received \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Do you plan to submit a proposal? Yes\_\_\_\_\_ No\_\_\_\_\_

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Print or type the following information:

Company name: \_\_\_\_\_

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

City or Town: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested! Fax (860)584-6171**  
**A cover sheet is NOT necessary.**  
**IMPORTANT: DO NOT FAX BIDS.**  
**BIDS MUST BE SUBMITTED IN SEALED PACKAGES!**



## CITY OF BRISTOL, CONNECTICUT NON-COLLUSION CERTIFICATION

The undersigned certifies under penalty of false statement that this proposal or contract has been made, submitted and executed in good faith and without collusion or fraud with any other person, and without any agreement designed to limit independent bidding or competition. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

I further certify that I have not provided or directed to be provided gifts, meals, or gratuities, as defined in Sec. 2-129(b) of the Bristol Code of Ordinances to any official or employee of the City of Bristol responsible for awarding or administering this bid or contract.

### Please complete and sign

Legal Name of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Authorized Agent \_\_\_\_\_ Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## FOOD CONCESSION AGREEMENT

**THIS AGREEMENT**, made on \_\_\_\_\_, 2012, by and between the **CITY OF BRISTOL**, a municipal corporation of the State of Connecticut, acting herein by authority of its Board of Park Commissioners pursuant to Sec. 43 of the Charter of the City of Bristol and hereinafter referred to as the "City", and \_\_\_\_\_, whose address is \_\_\_\_\_, called the "Concessionaire".

### **WITNESSETH:**

**WHEREAS**, the City owns, operates and maintains certain facilities for recreational activities, which facility is generally known as Muzzy Field; and

**WHEREAS**, the City desires to make available to the general public and others using the facilities, merchandise and services for the better accommodation, convenience and welfare of the general public; and

**WHEREAS**, the City of Bristol has determined that the Concessionaire's proposal to operate the City's facilities is desirable and satisfactory;

**WHEREAS**, the Concessionaire is now ready, willing and able to provide the merchandise and services.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained and of the payments of monies as hereinafter set forth, the parties hereto mutually agree as follows:

1. **Right to Occupancy and Operate**: The City does grant to the Concessionaire the exclusive right and the Concessionaire does accept from the City the exclusive right, and agrees to operate concessions (more fully defined below) at the concession site known as Muzzy Field, Bristol, Connecticut.

2. **Purpose:** The Concessionaire agrees to sell, on the concession sites, food, beverages, including soft drinks and other such refreshments.

3. **Term:** This contract shall be effective on \_\_\_\_\_, for the period from \_\_\_\_\_ to December 21, 2013 unless sooner terminated as otherwise provided. The Concessionaire and the City may by mutual agreement renew this agreement for another term for \_\_\_\_\_ to \_\_\_\_\_, 2014, under the same terms and conditions except the City may require, in its sole discretion, an increase of 10% from what is paid by the Concessionaire for the first term. The agreement for an additional term may be entered into by an exchange of letters referencing this written Agreement between the City and the Concessionaire.

4. **Compensation to be Paid the City:** The Concessionaire agrees to pay to the City the following \_\_\_\_\_ of which \$\_\_\_\_\_ is due and payable on or before \_\_\_\_\_ and \_\_\_\_\_ is due on or before \_\_\_\_\_.

5. **Indemnity:** The Concessionaire agrees to indemnify, defend and save harmless the City of Bristol, as well as its officers, agents and employees, from any and all claims and losses accruing or resulting from the performance of the contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Concessionaire, its agents, servants, employees, contractors and suppliers in the performance of this contract.

6. **Liability Insurance:** The Concessionaire shall at its own expense provide such public liability insurance as will protect the Concessionaire and the City from all claims for damages to property and persons, including death, and particularly the use of products, giving cause for claims or damages, which may arise from the operation of the business conducted under this agreement or anyone directly or indirectly employed by the Concessionaire. All

policies shall be subject to the approval of the Comptroller of the City, for adequacy, form of protection, and company. Public liability insurance shall provide limits of not less than \$500,000.00 for one person or occurrence, \$1,000,000.00 for more than one person injured or killed in any one accident or occurrence, which shall include products liability coverage. Property damage liability insurance shall provide a limit of not less than \$1,000,000. The number of copies supplied shall be as requested by the said Comptroller. The City must receive a minimum thirty (30) day written notice before any policy is cancelled, amended, etc.

7. **Miscellaneous Obligations.**

- (a) The Concessionaire must furnish at his expense, physician certificates for all his employees and any and all permits, health or otherwise, for the transaction of such business.
- (b) All work done and equipment used shall comply with all pertinent O.S.H.A., federal, state and local regulations.
- (c) The Concessionaire must keep the concession area neat and clean at all times, including the pickup of litter generated by the sales of their products. Litter shall be cleaned up on a regular basis during the day around the concession area and removed daily from the site.
- (d) Concession shall be operated at all times when functions are held within the site. It shall operate one hour before and until conclusion of every scheduled event unless specifically waived by the Board of Park Commissioners.
- (e) The Concessionaire shall comply in all aspects with the Equal Employment Opportunity Act and the Affirmative Action Plan. Findings of noncompliance with applicable state and federal equal opportunity laws and regulations could be sufficient reason for revocation or cancellation of this contract.

8. **Destruction of Premises:** In the event that any of the concession sites shall be destroyed or damaged by fire or other casualty so as to render them untenable, either the City or the Concessionaire may elect to withdraw the destroyed concession sites from this agreement, and thereupon such concession sites shall be eliminated from the terms of this agreement. Such election shall be indicated by written notice.

9. **Specifications and Exhibits:** It is understood and agreed by the City and the Concessionaire that the specifications for operation of concessions and exhibits attached hereto are hereby made a part hereof and are binding upon both parties; provided, however, that no exhibit shall be construed to conflict with paragraphs 1 through 10 hereof.

10. **Assignment:** The Concessionaire shall not assign or transfer its rights and privileges granted under this agreement, either in whole or in part, without first obtaining the written consent of the City.

**IN WITNESS WHEREOF**, the parties hereunto have set their hands and seals this

\_\_\_\_\_ day of \_\_\_\_\_, 2012.

*Signed, Sealed and Delivered  
in the presence of:*

**CITY OF BRISTOL**

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_, duly authorized

\_\_\_\_\_

**CONCESSIONAIRE**

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_, duly authorized

This Agreement was approved by the Bristol Board of Park Commissioners on February 15, 2012, and by the Bristol City Council on March 13, 2012.

DRAFT