Town of East Haven
East Haven Memorial Ice Rink

SEALED BIDS MAY BE SUBMITTED TO THE OFFICE OF THE DIRECTOR OF
FINANCE, 250 MAIN STREET, EAST HAVEN, CONNECTICUT 06512, UNTIL
November 28, 2022 AT 10:45 AM WHEN THEY WILL BE OPENED.

The Town of East Haven seeks bids for food and beverage concession services at the East Haven Memorial Ice Rink. Specifications and forms on which bids must be submitted may be obtained at the Purchasing Department on or after November 15, 2022 or for viewing and/or printing from the following Town website: www.townofeasthavenct.org

There is no charge for the bid packet.
Bids must be submitted in triplicate – one (1) original and two (2) copies.

The Director of Finance reserves the right to reject any or all bids or to waive defects in same if it is deemed in the best interest of the Town to do so.

It is the sole responsibility of the Bidder to assure the bid is received by the proper authority prior to the bid opening time. Bids received after this time will be considered informal and will be rejected. No Bidder may withdraw their proposal within thirty (30) days of the date of the bid opening.

Minority and female-owned companies are invited to participate and will be afforded full opportunity to submit bids and are encouraged to do so.

The Town of East Haven is an Affirmative Action Equal Opportunity Employer.

__________________________________
James Keeley
Finance Director
NOTICE TO BIDDERS

- Please clearly indicate any substitutions contained in your bid and which alternates or combinations of same are included in your bid.

- The Town of East Haven will hold the successful bid prices firm for a period not to exceed one (1) year from the date of award such that additional vehicle(s) may be purchased under the same set of specifications and conditions.

- This bid may be extended two (2) times. Each time for a period of one (1) year provided that both parties are in agreement.

- Envelope(s) must be plainly marked BID, with the purpose and time of opening.

- Bids must be submitted on the bid sheet.

- Bidder will indicate estimated delivery time frame in weeks from the order date on the bid sheet.

- Proof of all certifications, licenses and insurances shall be submitted with this bid application, if applicable.

- Contact for this bid is:
  Michelle Benivegna  
  Assistant Director of Administration and Management  
  250 Main Street  
  East Haven, CT 06512  
  203-468-3371  
  mbenivegna@townofeasthavenct.org

Town of East Haven 2022 Concessions Bid Proposal Notice the Town of East Haven is seeking requests for bid proposals for concession stand operations located at the East Haven Ice Rink. The selected operator will be responsible for the service operations of the Town of East Haven concession facilities located at the complex at 71 Hudson Street. The concession facility is located at the East Haven Memorial Ice Rink and includes a fully equipped commercial kitchen compliant with all local health district requirements. This is a professional quality commercial kitchen and includes all appliances. The facility to be administered also includes a small dining area. The lessee shall also provide all accessories and utensils for the restaurant operation including plates, silverware, glassware, etc.

Operations will consist of providing food/beverage services and the maintenance/cleaning of concession facilities. Bid requirements and proposal form are attached.

A meeting to inspect the premises for all interested bidders will take place on November 18, 2022 at 10:00AM. Interested bidders must RSVP for meeting time and concession location. Equipment is not currently installed but the footprint of the space will be made available to view.

Sealed Bid proposals may be hand delivered to Dawn Cummings, Purchasing Agent, Town Hall 250 Main Street, East Haven or mailed to: Town of East Haven, Attn: Dawn Cummings 250 Main Street, East Haven, CT
East Haven Ice Rink Concessions Bid Requirements 2022-2023

Hereto listed are the East Haven Veterans Memorial Ice Rink Concession, hereafter “Town of East Haven”, bid solicitation requirements for the operation of Town of East Haven concession facilities located at 71 Hudson Street, East Haven the, hereafter “East Haven Veteran’s Memorial Hockey Rink”.

The successful applicant shall be required to furnish the clientele of the concession with a food and beverage service during from September 1st through April 30th. An optional, modified service may be required off season for special events or town activities. The Town reserves the sole right and discretion to utilize outside food vendors up to four (4) times during the months of May through August 31st for outside events or activities. The successful bidder will receive up to 30 days’ notice for said events.

All deliveries must be made to the specific area designated at the rear of the building.

All restaurant deliveries must be made to the specific area designated at the rear of the building and shall be monitored by the successful bidder.

The Concessionaire shall be responsible for maintaining the concession facility in a clean and safe condition at all times.

Finanicals Associated with the Concession

The lessee shall keep and maintain in good condition all of the equipment. This includes cleaning and sanitizing daily anything contained within the footprint of the concession and shall pay for all repairs, maintenance and upkeep for the following: cleaning and operation of all equipment, fixtures, and interior of the concession and snack bar, including but not limited to: grease traps; kitchen range hood; ducts and fans; all ceiling and air vents; window washing (interior and exterior) within the footprint of the concession. The costs of utilities (electric/water/gas) will be paid by the Town, maintenance and repairs of Town owned concession cooking equipment shall be paid for by the town. Damage to town owned concession equipment caused by negligence of the awardee shall be the responsibility of the awardee to repair or replace. Hood cleaning by a licensed vendor shall be paid for by the town but the scheduling of such cleaning and inspections shall be the responsibility of the selected vendor. Fire protection systems maintenance and inspection by a licensed vendor shall be paid for by the town but the scheduling of such cleaning and inspections shall be the responsibility of the selected vendor. The town is not responsible for any additional cooking or catering equipment the selected vendor brings on site to supplement their operations.

The lessee covenants and agrees that it will furnish all labor, services, material, supplies and equipment necessary to maintain the leased premises in a clean, orderly and inviting condition satisfactory to the Recreation Director and / or designee.
The Town will not obtain any General Liability or Worker’s Compensation Insurance to provide coverage for the lessee or employees of the lessee. The selected firm will be required to furnish certificates of insurance, including general liability, umbrella liability and workers compensation with the following minimum limits:

<table>
<thead>
<tr>
<th>Liability Type</th>
<th>Minimum Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Umbrella Liability</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Professional Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Lessee coverage shall be primary and non-contributory. The Town of East Haven shall be named as additional insured on the general liability, and umbrella liability policy. Each policy shall include a waiver of subrogation in favor of the Town. All policies shall be kept in force throughout the duration of the project, with an extended reporting period of thirty-six (36) months after the agreement terminates.

To the fullest extent permitted by law, the vendor shall indemnify, defend and hold harmless the Town of East Haven and its agents and employees from and against all claims, damages, losses and expenses, including reasonable attorney’s fees to the extent caused by the negligent acts, errors or omissions of the vendor, or those for whom the consultant is legally responsible in the performance of the work. Concessionaire and its employees shall not at any time enter the ice surface.

**HOURS OF OPERATION**

The minimum period of operation of the restaurant is September 1 through April 30 or whenever the rink is open for operation. Minimum daily hours for the concession during the period that the rink is open shall be:

- Wednesdays: 3PM-9PM
- Fridays: 3PM-9PM
- Saturdays 7AM-9PM
- Sundays 7AM-9PM

The concession schedule, and the food services may be modified by mutual agreement of the awardee and the Town of East Haven.

Requirements listed here are the general terms, not fully inclusive, of the successive contract to be awarded. The bidder is responsible for:

1. Operation of sales of food and beverage goods including the acquisition, storage, preparation, and sale of goods,

2. General maintenance to the facilities and associated concessions equipment required due to normal usage including, but not limited to, regular cleaning, maintenance and repair of concession equipment; regular cleaning within the footprint of the concession facilities floors, walls, counters, and general concession areas interior;

3. Articles to be Sold: All articles to be sold shall be approved by the Recreation Director his / her designee who shall not withhold approval for reasonable articles including, but not limited to, food and beverage articles.
4. The menu is subject to the approval of the Recreation Director or his / her designee and shall include light fare typical of similar venues; breakfast sandwiches, hot dog, hamburgers, soups, light sandwiches, chips, snacks and hot and cold beverages.

5. Quality of Merchandise: All foods, drinks, beverages, confections, refreshments and the like, sold or kept for sale, shall be of first quality, wholesome and pure, and shall conform in all respects to Federal, State and Municipal Laws, Ordinances and Regulations.

6. Posting of Prices: All prices of all items shall be posted in full and open view of the public.

7. Prohibited Articles: No intoxicating beverages, tobacco products or illegal/illicit articles of any kind shall be kept, sold, given away, advertised or used in or about the premises. The sale of glass bottled goods is also prohibited.

8. Licenses, Permits and Taxes: During the term of the contract the Concessionaire shall, at its sole expense pay all taxes and license fees associated with concession operations that shall accrue or become due under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of East Haven. Be responsible for obtaining all necessary licenses, permits, certifications, inspections and other such items under the laws of the United States, the State of Connecticut, or the Municipal Code of the Town of East Haven. Upon reasonable request provide proof of such to the Town of East Haven Department of Finance.

9. Payment: The successful bidder, as concessionaire, shall agree to pay to the Town of East Haven $550 per month. Said monthly amount shall be evaluated annually during the month June. Subject to an increase for an amount not more than 20%. Any increase shall go into effect in September of the following season.

10. All existing equipment and repairs/improvements thereto shall remain property of Town of East Haven unless otherwise agreed upon.

11. Advertising: The concessionaire shall be responsible for any advertising and signage for the concession and shall be approved by the Recreation Director or his / her designee.

12. Pest Control: The Town of East Haven shall be responsible for maintaining adequate pest control of the facilities.

13. Right of Inspection: The Town of East Haven shall maintain the right of access and inspection of the facilities at any time during the term of the agreement.

14. Operation as Independent Contractor: Operations of the facilities shall be conducted as an independent contractor. In no way shall the Concessionaire, or employees or agents thereof, be considered an employee or agent of the Town of East Haven. The selected vendor is responsible for payment of their employees and all applicable taxes related thereto, if any.

15. Termination Upon Breach: If any installment or part thereof shall at any time be in arrears and unpaid or if the concessionaire should fail to keep and perform any of the covenants, agreements, provisions, terms or conditions of the concession agreement on the part of the concessionaire to be kept and performed after ten (10) days written notice upon the concessionaire to pay the installment or to rectify the breach complained of, the Town of East Haven shall cause the concession agreement to cease, be utterly void and terminated, without prejudice to the Town of East Haven’s right of action for arrears of installment payments or breach of covenant, present and prospective damages or any other cost or expense resulting from such breach on the part of the concessionaire.

16. Assignments or Transfers: Assignment, transfer or subleasing of the contract shall not be permitted.
17. Form of Contract: The accepted bidder shall be required to execute a contract with the Town of East Haven.

18. Inspection Prior to Bid: All interested persons may inspect the premises at the pre-proposal meeting Friday, November 18, 2022 at 10:00AM.

19. Proposal: Signed and Sealed proposals endorsed "Bid For 2022-2023 East Haven Hockey Rink Concession Operations"

20. Acceptance of Bids: No bid shall be accepted from a bidder who is in default of any material condition or provision of any former contract or agreement with the Town of East Haven.

21. Award: The Town of East Haven reserves the right to award the contract to the highest and/or best qualified bidder, in the opinion of the Town of East Haven Director of Finance and/or his /her designee.

22. The Director of Finance reserves the right to reject any and all Bids or to waive defects in same if it be deemed in the best interest of the Town of East Haven to do so. Minority and Female owned businesses are invited to participate, will be afforded full opportunity to submit bids and are encouraged to do so. The Town of East Haven is an Affirmative Action Equal Opportunity Employer.

SELECTION CRITERIA

Candidates will be evaluated based on the following criteria:

The Town of East Haven shall select the responsible and responsive Proposal which is determined by the Town to be the best suited, most advantageous, and provides the best value to the Town on the basis of the criteria included in this Bid Proposal. The Town expressly reserves the right to negotiate with the selected firm prior to an award of any contract pursuant to this Bid. Best value shall be determined by consideration of the following factors.

- Overall quality, thoroughness and responsiveness to the Town’s requirements as summarized herein
- Proof of competency: required statement of qualifications and demonstrated experience of the vendor
- References of three (3) clients serviced by the selected by the proposed bidder
- Required State of Connecticut Licenses and any requirements designated by the East Shore District Health Department
TOWN OF EAST HAVEN
MEMORIAL ICE RINK FOOD AND BEVERAGE
CONCESSIONS  STATEMENT OF QUALIFICATIONS

This statement shall be submitted along with the proposal to assist in the evaluation process. The respondent may submit additional information if it would be of assistance.

Name of Respondent ____________________________________________________________

Permanent Office Address _______________________________________________________

Year Established ______

If a Corporation, where incorporated _____________________________________________

Please submit copies of any relevant State of Connecticut licenses/permits to perform the work required and involved.

Personnel - Please provide names of any key personnel and highlight any unique expertise, experience, or training.

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____________________________________________________________________________

List the names and addresses of previous food leasing operations which you were responsible for, listing beginning and ending dates and references

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List all other pertinent information, including financial background, indicating the ability of the organization and its management personnel to operate a successful, high-quality facility on the premises

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