LEGAL NOTICE
INVITATION TO BID
TOWN OF ELLINGTON

TO PROVIDE FOOD SERVICES AT TOWN BEACH

Sealed proposals will be received by the Town of Ellington, acting through its Finance Officer, to provide food vending services at the town controlled Sandy Beach during the summer season June 8, 2013 through August 18, 2013, inclusive.

Bids are to be delivered to the Finance Officer, Town Hall. Proposals are to be clearly marked **SANDY BEACH FOOD SERVICES** and sealed and shall be directed to:

Nicholas J. DiCorleto, Jr., Finance Officer
Town of Ellington, 55 Main Street
Ellington, CT 06029

Bid proposals for the Contract will be received until Thursday, May 30, 2013 at 2:00 P.M. Bids will then be publicly opened and read aloud in the Meeting Hall of Town Hall.

Specifications and Contract Documents may be obtained at the office of the Finance Officer, 55 Main Street, Ellington, Connecticut during normal business hours, on or after May 10, 2013.

No bid may be withdrawn for a period of thirty (30) days after opening of bid without approval and written consent of the Town of Ellington.

The Town of Ellington reserves the right to reject any or all bids, to waive any informalities, omissions, excess verbiage or technical defects in the bidding and the Town need not necessarily award the contract to the lowest Bidder if, in the opinion of the Town, it would be in the best interest of the Town of Ellington to accept another bid.

TOWN OF ELLINGTON

By Nicholas J. DiCorleto, Jr.
Nicholas J. DiCorleto, Jr.
Finance Officer

NICHOLAS J. DiCORLETO, JR., FINANCE OFFICER
55 MAIN STREET
ELLINGTON, CT 06029

INSTRUCTION TO BIDDERS

KEY DATES:

Advertisement of Invitation To Bid	May 3, 2013
Public Bid Opening	May 30, 2013
Bid Award (not definite)	June 6, 2013

1. SPECIAL NOTICE TO BIDDERS:

A. The Bid Documents comprise the following:

1. Legal Notice/Invitation to Bid
2. Instruction to Bidders
3. Specifications
4. Bid Form with Warranty Statement
5. Bid Bond
6. Non-collusion Affidavit
7. Draft Contract

2. BID FORM:

A. All bids shall be submitted on forms provided, or copies and shall be subject to all requirements of the Contract Documents. Erasures or other changes must be explained or noted over the signature of the bidder.

B. Bids submitted by all bidders to The Town of Ellington, Connecticut shall be enclosed in sealed envelopes, which shall clearly be labeled with the word "Bid Documents", **SANDY BEACH FOOD SERVICES**, and the firm name and address of the bidder.

C. All bidders shall submit an original and one (1) copy of completely executed bid forms and documents which shall include: Bid Form for each building, Bidder's Qualification Statement, Specifications with all requested information, any additional information or proposed substitutions.

C.1 A Qualification Statement should be generated by the bidder to demonstrate its background, training, qualifications and ability to provide the required food services.

D. The Town of Ellington, Connecticut may consider as informal any bid, which contains any alteration or a departure from the Bid Form hereto attached.

E. The contract will be based upon and require the completion of the work according to the Contract Documents, together with all addenda thereto.

F. Each bidder must submit a Bid Bond in the amount of $1,000 with either a corporate surety from a company licensed to write surety bonds in the State of Connecticut or by bidder's certified check made payable to the Town of Ellington.

3. TIME FOR RECEIVING BIDS:

A. Bids will be received by the Finance Officer of the Town of Ellington, Connecticut at the Town Hall, 55 Main Street, Ellington, Connecticut until 2:00 p.m., prevailing time, on Thursday, May 30, 2013 at which time the bids will be publicly opened.

B. Bids received prior to the time established herein for the receipt and opening of same, will be securely kept unopened. The Finance Officer whose duty it is to receive and open all bids will decide when the specified time has arrived for the opening of same. No responsibility will be attached to an officer for premature opening of a bid not properly addressed and identified.

C. The Town of Ellington, Connecticut will neither accept nor consider any bid which is received after the time established herein for the opening of same; regardless of the cause for delay in the arrival of a bid. The same will be returned unopened.

D. Telegraphic or faxed bids will not be considered.

E. Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise.

4. WITHDRAWAL OF BIDS BEFORE DATE OF BID OPENING:

A. Any bid may be withdrawn on written or telegraphic or fax request, dispatched in time for delivery in the normal course of business, at least one hour prior to the hour fixed for the opening of bids. Fax number for the Finance Officer is (860) 870-3158.

5. INTERPRETATIONS OF CONTRACT DOCUMENTS:

No oral interpretations will be made to any bidder as to the meaning of the Specifications and Contract Documents. Every request for such an interpretation shall be made in writing by a bidder and forwarded to the Finance Officer, 55 Main Street, Ellington, Connecticut 06029. No inquiry received after May 17, 2013 will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the specifications. Said addendum will be sent as promptly as is practicable, to all persons to whom the Bid Package has been issued. All such addenda shall become a part of the Contract Documents.

6. EXAMINATION OF SPECIFICATIONS, ETC.:

6.1 Each bidder shall thoroughly examine and be familiar with the Specifications and Contract Documents. The failure or omission of any bidder to examine any form, instrument, addendum or other document, shall in no way relieve said bidder from any obligations with respect to his bid. No bidder shall rely upon any oral representation of any person, town official, or employee concerning site conditions or job requirements, nor will such reliance excuse performance not in accordance with the contract nor be the basis for any claimed extra costs. Bidders shall raise any such issues by written request under Paragraph 5 hereof. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

6.2 Intentionally omitted.

7. AWARD OF CONTRACT:

A. The contract will be awarded to the highest responsible and eligible general bidder complying with the conditions of the Contract Documents, providing that his bid is reasonable and that it is in the best interests of the Town of Ellington, Connecticut to accept it. The award of the contract, if same is to be awarded, will be made within twenty-one (21) days after opening of bids.

B. The successful bidder will be required to execute a contract with the Town of Ellington following the Notice of Award and prior to providing any food service in form substantially as attached.

C. The initial contract will be for the summer beach season ending August 18, 2013.

8. SALES TAX AND COST OF PERMITS:

Sales tax compliance is the responsibility of the bidder and no municipal exemption applies to this bid.

9. ADDITIONAL REQUIREMENTS OF THE CONTRACT:

Bidders should take note that at the time of signing the contract all of the following additional documents are required by the contract:

9.1 Certificate of Insurance naming Town of Ellington as an Additional Insured with coverage specified in an attachment to these instructions.

9.2 Copy of Food Vending License issued by the North Central Health District.

9.3 Sales tax permit issued by the State of Connecticut Department of Revenue Services.

9.4 List with full names and addresses of all personnel that will man the food service at any time during the period of the contract.

9.5 Vehicle registration.

NOTE: That bid form requires several attachments generated by Bidder as well as the Bid Bond and Non-collusion Affidavit.

NON-COLLUSION AFFIDAVIT

TO THE TOWN OF ELLINGTON:

RE: SANDY BEACH FOOD SERVICES

This is to certify that in submitting this bid, BIDDER represents that this Bid is not made in the interest of or on behalf of any undisclosed person and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or other OWNER; and the BIDDER or any person in his behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of the referenced contract.

DATED: _____, 2013.

BIDDER:

By_____

SUBSCRIBED and sworn to
before me this _____ day
of _____, 2013.

_____

Notary Public

BID BOND

1. KNOW ALL MEN BY THESE PRESENTS, that

_____

_____
(insert full name and address or legal title of Contractor)

Bidder and Principal, is held and is firmly bound unto the Town of Ellington, 55 Main Street, Ellington, CT 06029 as Obligee, hereinafter called the Town, in the sum of ONE THOUSAND AND NO/100 ($1,000.00) Dollars, for the payment of which sum well and truly to be made, the said Bidder-Principal, binds himself, his heirs, executors, administrators, successors and assigns, firmly by these presents.

2. WHEREAS, the Principal has submitted a bid for an Ellington Project entitled **"TO PROVIDE SANDY BEACH FOOD SERVICES";**

3. NOW, THEREFORE, if the Town shall accept the bid of the Bidder-Principal and the Bidder-Principal shall enter into a Contract with the Town in accordance with the terms of such bid, and give such bond or bonds as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bonds, if the Principal shall pay to the Town the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Town may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

4. The Bidder-Principal has delivered a bank or certified check in the sum set forth above payable to the Town of Ellington which shall constitute surety for this Bond. The Town is entitled to hold or negotiate said check at its option pending satisfaction of this obligation.

Signed and sealed this _____ day of _____, 2013.

WITNESS:

_____

_____

BIDDER-PRINCIPAL:

_____
(Name of Bidder)

By_____
Print Name and Title)

INSURANCE REQUIREMENTS
FOR ALL CONTRACTORS

Workers Compensation Insurance:

1. Per Connecticut Statute

Commercial General Liability Insurance (1993 Form or equivalent)

1. $1,000,000 per occurrence and/or aggregate

2. Include personal injury, bodily injury, property damage, product/completed operations, contractual liability including food warranty

3. Delete all explosion, collapse and underground exclusions, if applicable

4. Per contract/project aggregate desirable

Motor Vehicle Liability Insurance:

1. $1,000,000 per occurrence for bodily injury and property damage

2. Includes owned, non-owned and/or aggregate

General Requirements:

1. Insurer must have an A. M. Best rating of at least A-/VII and be licensed to do business in Connecticut

2. All policies must have a 30-day advance written notice requirement with any such notice to be sent to Nicholas J. DiCorleto, Jr., Ellington Finance Officer, P.O. Box 187, Ellington, CT 06029

3. Certificates of Insurance must be presented at or before signing of any contract

4. The Town of Ellington shall be named as an additional insured on each policy.

D R A F T

TOWN OF ELLINGTON

CONTRACT

TO PROVIDE

SANDY BEACH FOOD SERVICES

BY AND BETWEEN

THE TOWN OF ELLINGTON

AND

TOWN OF ELLINGTON CONTRACT
TO PROVIDE SANDY BEACH FOOD SERVICES

AGREEMENT made as of the day of May, 2013, between the Town of Ellington, acting herein by Maurice W. Blanchette First Selectman, 55 Main Street, P.O. Box 187, Ellington, Connecticut 06029, hereinafter referred to as "the Town" and in supplemental documents as "the Owner", and _____ with a principal office located at _____, Connecticut, hereinafter referred to as "the Contractor".

The Project Coordinator is:
ROBERT TEDFORD, RECREATION DIRECTOR

The Town and the Contractor agree as follows:

ARTICLE 1:
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of all of the documents listed in Paragraph 1.2. All of the documents form the Contract between the parties and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract is the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than modifications subsequent to this Agreement, are listed in Section 1.2.

1.2 The Contract Documents, except for modifications, which may be issued after execution of this Agreement, are:

(a) This contract as executed by the parties;

(b) The specifications for the work;

(c) The Town of Ellington Invitation to Bid, Bidding Requirements, and Instructions to Bidders, including any addenda or additions issued prior to the awarding of the Project bid;

(d) The Contractor's Bid Form and all documents attached to or included with said bid;

1. Contractor's Qualification Statement;

2. Non-collusion Affidavit of Contractor and Subcontractor, if applicable.

ARTICLE 2:
CONTRACT WORK

The Contractor shall provide the services as defined in the "Specifications" as described in the Contract Documents, hereinafter referred to as "the Work".

ARTICLE 3:
DATES OF COMMENCEMENT & SUBSTANTIAL COMPLETION

The Contractor shall begin to provide services at SANDY BEACH on June 8, 2013, and continue to provide services until August 18, 2013.

ARTICLE 4:
CONTRACT SUM

The Contractor shall pay the Town for the Contractor's right to be the sole vendor of food products within the fenced area of Sandy Beach during the summer season of 2013 according to the following schedule:

ARTICLE 5:
PAYMENT

Payment of the Contract shall be as follows:

ARTICLE 6:
ADDITIONAL PROVISIONS

6.1 Conflicts. Where reference is made in this Agreement to any of the Contract Documents, the terms set forth in the referenced document shall apply. Only in the event that any provision of any other Contract Document is so inconsistent with the terms of this Agreement as to be mutually exclusive, then the terms of this Agreement shall control.

6.2 Pre-Conditions. The Contractor acknowledges that it has examined, to its satisfaction, all conditions relating to the work to be performed and all specifications for the required services and has not relied upon any oral representation of any Town official or employee concerning site condition or job requirements.

6.3 Knowledge of Laws. The Contractor acknowledges that it is familiar with all federal and state laws and all local By-laws, Ordinances and Regulations which in any manner affect those engaged or employed on the Work, or the material and equipment used in the Work, or in any way affect the conduct or the Work, the products sold, and no claim of misunderstanding or lack of knowledge of the same will be considered a basis for terminating the Work or amending this Agreement.

6.4 Discrepancies. If, at any time, the Contractor shall determine that there are discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or that any provision conflicts with any law, regulation or code, the Contractor shall immediately notify the Director. If the Director determines that clarification is necessary, such clarification shall be made in writing as an addendum to this Agreement and shall be signed by the parties. No verbal instructions or interpretations shall be deemed valid.

6.5 Governing Law. This Agreement and any other Contract Document shall be governed by and interpreted under the laws of the State of Connecticut. If any provision of this Agreement or any other Contract Document is found to be invalid or unenforceable by any court, the same shall not affect the remainder of the Agreement or other Contract Document, which shall remain in effect as if the invalid or unenforceable provision had not been included therein.

6.5.1 Dispute Resolution. The parties agree that any dispute under this contract is to be resolved by binding arbitration under the rules of the American Arbitration Association before a single arbitrator with any hearing to be held in Tolland County, CT, unless otherwise mutually agreed, and each party is to pay its own expenses including attorney's fees and to share the cost of arbitration equally.

6.6 Captions. Captions used in this Agreement are for convenience only and are not intended to be limitations on, nor interpretations of, the specific provisions hereof.

6.7 Non-Assignability. No assignment of the rights, obligations or interests by a party in this Agreement will be binding on the other party without its written consent and no such assignment shall release or discharge the assignor from any duty, obligation or responsibility under this Agreement or under any other Contract Document.

6.8 Contractor hereby agrees to indemnify and hold the Town of Ellington, its agents, servants and employees harmless from any and all claims, demands, liabilities, and lawsuits, including reasonable attorney's fees incurred thereby, resulting from or pertaining to any alleged violations by Contractor including claims for breach of warranty of any type with respect

to food or products sold or dispensed by Contractor actions by its employees, and all applicable federal, state and local non-discriminatory employment laws, rules and regulations in effect and applicable for delivery of food service.

Contractor agrees to comply with all health department regulations and directions as well as directions from the Project Coordinator or his designee at Sandy Beach and will work to make its food service complimentary to the safe, clean and pleasant operation of the beach for all patrons and workers.

Contractor understands that it is responsible to arrange for any electrical connections directly with CL&P Co., to provide potable water as necessary for its operation and to provide for the disposal of all wastewater and refuse off site. Any fuel other than electricity must comply with all regulations of the fire marshal and/or building official.

Cancellation of Contract. In the event Contractor's performance is not satisfactory in that there have been more than 3 requests by the Project Coordinator, or his designee, to correct deficiencies in Contractor's equipment, placement, conduct of its employees or operators, or Contractor has not corrected deficiencies after meetings with the Director, then Director may cancel this contract immediately and without further notice.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date stated above.

TOWN OF ELLINGTON

By_____
Maurice W. Blanchette
Its First Selectman

CONTRACTOR:

By_____
Its
Duly Authorized

SPECIFICATIONS TO PROVIDE FOOD SERVICES AT SANDY BEACH

1. The Town seeks to engage a food vendor to provide food service especially ice cream and non-alcoholic beverages to patrons of Sandy Beach. Bidder must have and provide a self contained mobile unit that will provide necessary refrigeration and/or cooking facilities, if bidder proposes to provide hot food, as well as a service area for bidder's personnel and customers. The unit will be permitted to park in a designated area within the fenced area of Sandy Beach and will be the exclusive food provider within that area. The Town makes no representation as to whether there will or will not be competing vendors outside of the fenced area on the state public highway or private property. No other contract for food vending will be granted by the Town.

2. Bidder must propose to provide ice cream and related products and non-alcoholic beverages. Bidder may propose to provide other food products in its bid but other food products are not required.

2.1 The Town reserves the right to accept a single proposal from a vendor that proposes to provide both ice cream and other food, or may accept and issue separate contracts to an ice cream vendor and a food vendor. If it accepts two vendors, the contract will prohibit the sale of the same product by each vendor with the exception of beverages.

3. Bidder must be on site to serve the users of the beach during all hours of operation of the beach which are:

June 8th and 9th, 15th and 16th week-ends only from 11:00 A.M. to 4:30 P.M.

June 17th to August 18th daily. Week-day hours are from 12 Noon to 6:00 P.M. and weed-end hours are from 11:00 A.M. to 6:00 P.M.

3.1 The beach may be closed due to weather conditions by decision of the Director and without any adjustment in the fee paid by the vendor.

4. Bidder must include in its bid a list of items to be offered for sale and the price to be charged for each

5. Bidder must provide a description of the mobile unit it proposes to use at Sandy Beach including make, model, refrigeration capacity, cooking unit including fuel source, if included, copy of motor vehicle registration and health certification and include a picture of the unit.

6. Bidder must hold a license for food vending from the North Central Health District.

7. Bidder must identify the agency or insurance company that will provide the insurance policy but need not produce the Certificate of Insurance until contract is awarded.

TOWN OF ELLINGTON

BID FORM

PROJECT: SANDY BEACH FOOD SERVICES

The undersigned proposes to provide food service at Sandy Beach, Ellington, CT during the summer season, 2013 upon all of the following terms:

1. To provide food service from a mobile cart or food truck, registered with Connecticut Motor Vehicle Department and licensed by North Central Health District, during all hours Sandy Beach is open according to the schedule set forth in the Specifications. We understand that we are responsible for electricity, fuel, water and disposal of wastewater and rubbish.

2. To utilize a mobile food vehicle described on the attached sheet with a photograph.

3. To provide all of the items of food, ice cream and beverages according to the attached menu with the stated prices.

4. The owner has the experience and qualifications set forth on the attached resumé and if the owner will not personally be operating the service, there is attached a similar resume for the person most likely to be the operator.

5. Fee to be paid to the Town of Ellington for the privilege of exclusive right to vend within the fenced area of Sandy Beach:$_____payable _____.

6. Name of the insurance agency or company that will provide the insurance certificate. You must advise the Finance Officer what agency or company will issue the certificate although the certificate need be delivered only if you receive the contract.

7. Please provide all of the following as attachments to this proposal:

    7.1 List of the complete full names and addresses of each employee who will be the operator at any time. No other person shall be permitted to operate the food service unless previously approved by the Project Coordinator.

    7.2 Copy of vehicle registration

7.3 Copy of NCHD license

8. If you are the successful bidder, you will be required to provide all of the following documents at contract signing:

   8.1 Certificate of Insurance naming the Town as an Additional Insured.

NOTE: Bid must be accompanied by a Bid Bond of $1,000 and a signed Non-Collusion Affidavit.

NAME OF COMPANY:

_____

_____
Signature of Authorized Person

_____
Printed Name of Authorized Person

_____
Company Title of Authorized Person

_____
USPO (mailing) Address of Company

_____
City, State and Zip Code

_____
Telephone Number

_____
Facsimile Number

_____
E-Mail Address

END OF BID FORM