



**CITY OF TORRINGTON**  
**REQUEST FOR QUOTATION - INQUIRY ONLY**  
This is NOT an order

**DATE:** July 19, 2011

**FROM: CITY OF TORRINGTON**  
Pennie Zucco  
140 Main Street, Room 206  
Torrington, CT 06790

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The Purchasing Agent is authorized to offer City based bidders that exceed the lowest bid by up to 6%, the opportunity to match the lowest bid. A City based bidder within the 6% differential who agrees to accept the amount of the lowest bid will be awarded the bid. When multiple City based bidders agree to accept the amount of the low bid then the City based bidders will be invited to submit a new bid, not to exceed the low bid. The bid will then be awarded to the lowest responsive, responsible bidder.

**INQUIRY NUMBER: RFQ #MC0726 2011 MOBILE CONCESSIONAIRE**

**To receive consideration your quotation must be received by: July 26, 2011 11:00 AM**

Contact name \_\_\_\_\_ Phone # \_\_\_\_\_  
Company name \_\_\_\_\_ Fax # \_\_\_\_\_  
Address \_\_\_\_\_ Address email \_\_\_\_\_  
City, State, Zip \_\_\_\_\_

**Quote price delivered to 140 Main Street, Room 206, Torrington, CT for the following:**

Operate a Mobile Concession Cart for the 2011 season. The locations are as follows:

1. Elise Besse Park – Pool \_\_\_\_\_
2. Coe Memorial Park \_\_\_\_\_

The individual or organization awarded the right to operate a Mobile Concession Cart for the 2011 season agrees to the following:

1. The City of Torrington shall give exclusive rights to the sale of food and non-alcoholic beverages to specific location(s) awarded to vendor.
2. Site to be used and occupied by the Mobile Concession Cart Vendor only for the operation and maintenance of a Mobile Concession Cart for the sale of food and refreshments to the general public and for no other purpose.
3. In return for the above privileges the contractor agrees to pay the City of Torrington the sum of the awarded bid within 10 days of bid award.
4. The minimum acceptable bid as listed below. In addition, a bid bond of 5% of the total bid but not less than \$100.00 must be submitted with the bid proposal. The bid bond will be held until the end of the 2011 season, but forfeited to the City should the contractor fail to perform.

5. The City of Torrington reserves the right to accept or reject any or all quotes, or any portion thereof, to award the contract to a bidder other than the lowest bid, to waive technicalities and to award the quote as will best serve the public interest.

Mobile Concession Locations:

1. Mobile Concession Carts may operate at the following parks:
  - a. Elise Besse Park – Pool
  - b. Coe Memorial Park
2. The Vendor will be able to operate in an area approximately twenty (20) feet in length and approximately twelve (12) feet in width, located at Park/Playground to be determined by the City of Torrington.

Mobile Concession Vendor agrees to:

1. Provide any necessary equipment to perform this function
2. Keep the facility and general area around the Mobile Concession Cart neat and clean. **Daily cleanup of garbage and litter is the responsibility of the vendor.** Vendor agrees to be fully responsible for refuse and litter removal at the site and for additional ten (10) feet surrounding the site.
3. Obtain all necessary permits and clearances.
  - a. Obtain a license from the Torrington Area Health District and pay any fee required by them. Vendor must comply with all Torrington Area Health Department requirements. Vendor must submit a copy of all documentation and permits to the Torrington Park and Recreation Department.
  - b. A current vending permit, issued by the Torrington Police Department, must be obtained. A copy of the permit must be submitted to the Torrington Park and Recreation Department.
  - c. Vendor must maintain a valid Connecticut Drivers License. A copy of the license must be submitted to the Torrington Park and Recreation Department.
  - d. Vendor must provide a certificate of liability insurance with minimum coverage of \$1MM general liability and \$2MM aggregate and worker's compensation coverage. The insurance certificate shall name the City of Torrington "additional insured" not just a "certificate holder". The certificate of insurance must be submitted to the Purchasing Agent within 10 days of award notification. A copy of the insurance certificate must be submitted to the Torrington Park and Recreation Department.
  - e. Vendor shall display and maintain all permits and necessary documentation onsite at all times while operating the Mobile Concession cart.
4. All carts, equipment, and refuse must be removed daily. Carts and equipment will be set up prior to scheduled activities.
5. Vacate said premises daily leaving area clean and undamaged.
6. Serve all drinks in paper cups or cans. No glass containers are permitted.
7. No alcoholic beverages shall be sold or served.
8. Vendor agrees to provide all necessary utensils, equipment, coolers, refrigerators, cash registers and counters to dispense, maintain and store food and merchandise, and to keep such utensils, equipment, coolers, refrigerators, cash registers and counters in a clean and sanitary condition to the satisfaction of the Superintendent of Parks and Recreation.
9. Obtain advance approval for any temporary or portable facilities.
10. **Submit menu and price list with the quote.**
11. Vendor agrees to allow the Superintendent of Parks and Recreation or his representative to inspect the site and the equipment used by Vendor for the operation and maintenance of a Mobile Concession Cart. Such inspection may be made at any time during the term of this license.

12. Vendor agrees to obey all laws, ordinances, and regulations of the State of Connecticut and City of Torrington.
13. Vendor agrees to conduct him or herself in a courteous manner during the operation and maintenance of the Mobile Concession Cart at the site.
14. Vendor agrees to sell and provide food, refreshments, and merchandise of the highest standard and quality.
15. Vendor agrees not to charge in excess of the average prices prevailing in the area by similar concessions and shops for similar products.
16. Vendor agrees to prominently display a sign, which lists all items for sale and their respective prices.
17. Vendor may employ other individuals to assist in the operation of a Mobile Concession Cart at the site. Vendor agrees that such employees are bound to the conditions and covenants contained in this agreement. It is understood that the Vendor and his employees are not to be considered an employee of the City of Torrington or assume any rights, duties or privileges of an employee of the City of Torrington.
18. Vendor shall coordinate with the Superintendent of Parks and Recreation for the hours of operation of a concession at the site(s), based on the schedule of events.
19. Vendor shall not assign or transfer this license or any part thereof, or any right or privilege connected therewith, without the written consent of the Superintendent of Parks and Recreation.
20. If Vendor is unable to fulfill its obligation(s) as the awarded concessionaire at the particular park(s) for any period of time, the Vendor must give 24 hours notice to Superintendent of Parks and Recreation of its inability to provide concessions and must provide a substitute vendor to be pre-approved by the Superintendent of Parks and Recreation.
21. If a substitute vendor is contacted to fill in, there shall be **NO** reimbursement, stipend, or payment of any kind due to the vendor by either the substitute vendor or the City.
22. Substitute vendor must abide by all rules and regulations set forth in providing concessions to City of Torrington parks. The primary vendor shall provide the appropriate contact information for the substitute vendor, as well as all necessary permits and insurance as specified in this contract. This paperwork shall be included in the submitted proposal.
23. If a vendor is unable to fulfill its obligation(s) as the awarded concessionaire at the particular park(s) and is unable to provide a substitute vendor, the City may declare a breach and award the contract to another vendor without recourse to any party.
24. Vendor agrees that during the term of this license and at its expense, Vendor will protect, defend, indemnify, and hold the City of Torrington and its officers, agents, and employees harmless from all losses sustained, claims, liens, or demands made, causes of action or suits filed, judgments awarded or penalties, interest, court costs, or attorneys' fees Incurred, arising from or in connection with the Vendor's use, non-use, or possession of the site.
25. Vendor further agrees at all times to maintain the site in a safe and careful manner.
26. Vendor(s) that are awarded the Mobile Concession quote, maybe contacted to provide mobile concession services at other city parks or events.