

REQUEST FOR PROPOSALS/QUALIFICATIONS  
"LEASE/OPERATION OF CONCESSION STAND AT DANBURY CANDLEWOOD PARK"

BID #01-21-22-02

SCOPE OF WORK

SCOPE

The City of Danbury is seeking the submission of proposals/qualifications from experienced parties interested in leasing/operating the Beach Concession Stand located at the Danbury Candlewood Town Park.

The term of the lease will be for five (5) years during the summer months, from the 1<sup>st</sup> day of May through last day of September, for years 2022 - 2026.

The successful party will be required to execute the accompanying Lease Agreement and conduct business accordingly.

PROPOSAL

Interested parties are requested to submit their proposal, including qualification data, to the Office of the Purchasing Agent, 155 Deer Hill Avenue, Danbury, CT 06810, during normal business hours by no later than 2:00 PM on Thursday, February 17, 2022.

Envelopes should be marked: Bid #01-21-22-02 "Lease/Operation of Beach Concession Stand at Danbury Candlewood Park"

Proposals should include the following:

1. Qualification data to include business background, principals involved and at least three (3) relevant references with contacts and phone numbers.
2. Certified financial statement to reflect financial condition for the past five (5) years. All financial statements will be held in strict confidence.
3. Business plan to include implementation time-line.
4. Monetary consideration that the City can expect to receive in the form of rent for the concession area – complete and return accompanying Proposal Sheet with your submittal.

NOTES

1. Direct any site related questions, or schedule a site visit, through Mr. Nicholas Kaplanis, Director of Parks & Recreation, 203-797-4632.
2. Direct any administrative questions to Mr. Charles Volpe, Jr., Purchasing Agent, 203-797-4571 or [c.volpe@danbury-ct.gov](mailto:c.volpe@danbury-ct.gov)
3. The City of Danbury reserves the right to reject any or all proposals and to award to the party deemed to be in its best interest.

REQUEST FOR PROPOSALS/QUALIFICATIONS  
 “LEASE/OPERATION OF BEACH CONCESSION STAND AT DANBURY CANDLEWOOD PARK”  
 BID #01-21-22-02  
 PROPOSAL SHEET

This sheet is to be completed and included with your submitted proposal

In consideration of leasing/operating the beach concession stand at the Danbury Candlewood Park for the term of the lease – five (5) years during the summer months, from the 1<sup>st</sup> day of May through last day of September, years 2022 – 2026, the following rent will be paid to the City of Danbury, CT:

\$ \_\_\_\_\_ On June 15, 2022  
 \$ \_\_\_\_\_ On July 15, 2022  
 \$ \_\_\_\_\_ On August 15, 2022

\$ \_\_\_\_\_ On June 15, 2023  
 \$ \_\_\_\_\_ On July 15, 2023  
 \$ \_\_\_\_\_ On August 15, 2023

\$ \_\_\_\_\_ On June 15, 2024  
 \$ \_\_\_\_\_ On July 15, 2024  
 \$ \_\_\_\_\_ On August 15, 2024

\$ \_\_\_\_\_ On June 15, 2025  
 \$ \_\_\_\_\_ On July 15, 2025  
 \$ \_\_\_\_\_ On August 15, 2025

\$ \_\_\_\_\_ On June 15, 2026  
 \$ \_\_\_\_\_ On July 15, 2026  
 \$ \_\_\_\_\_ On August 15, 2026

\_\_\_\_\_  
 Company

\_\_\_\_\_  
 Street

\_\_\_\_\_  
 City, State, Zip

\_\_\_\_\_  
 E-mail

\_\_\_\_\_  
 By (signature)

\_\_\_\_\_  
 Signed by (printed or typed)

\_\_\_\_\_  
 Title

\_\_\_\_\_ Dated                      \_\_\_\_\_ Telephone #

**This Indenture,**

Made by and between the **CITY OF DANBURY**, a municipal corporation organized and existing under and by virtue of the laws of the State of Connecticut, **Lessor**,

and \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, Connecticut, **Lessee**,

**WITNESSETH:**

That the Lessor has leased, and does hereby lease to the said Lessee the BEACH CONCESSION STAND located at the Danbury Candlewood Park for the term of Five (5) years during the summer months, from the 1<sup>st</sup> day of May through last day of September, years 2022 – 2026, for the term rent payable as follows\*:

- \$ on June 15, 2022
- \$ on July 15, 2022
- \$ on August 15, 2022
  
- \$ on June 15, 2023
- \$ on July 15, 2023
- \$ on August 15, 2023
  
- \$ on June 15, 2024
- \$ on July 15, 2024
- \$ on August 15, 2024
  
- \$ on June 15, 2025
- \$ on July 15, 2025
- \$ on August 15, 2025
  
- \$ on June 15, 2026
- \$ on July 15, 2026
- \$ on August 15, 2026

\* **A security deposit in the amount of one season's rent shall be deposited by May 1, 2022.**

**And the said Lessor** covenants with the said Lessee that it has good right to lease said premises in manner aforesaid, and the Lessor will suffer and permit said Lessee (he keeping all the covenants on his part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Lessor or any person claiming by, from or under Lessor.

**And the said Lessee** covenants with the said Lessor to hire said premises and to pay the rent therefore as aforesaid, that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this lease nor underlet a part or the whole of said leased premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner determination of this tenancy in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

**Provided, however**, and it is further agreed that if said rent shall remain unpaid ten (10) days after the same shall become payable as aforesaid, or if the said Lessee shall assign this Lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized or make any alteration thereon without the consent of the Lessor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this Lease shall thereupon, by virtue of this express stipulation thereon expire and terminate, and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and nor re-entry for condition broken, as at common law, shall be necessity to enable the Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such reentry is hereby expressly waived by the said Lessee.

**And it is further agreed** between the parties hereto, that whenever this Lease shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Lessee hereby waives all right to any notice to quit possession, as prescribed by the statute relating to summary process.

**And it is further agreed** that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulation and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

**And it is further agreed** between the parties hereto, that the Lessee shall comply with, and conform to all the Laws of the State of Connecticut, and the by-laws, rules and regulations of the City and Town within which the premises hereby leased are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor and its agents, to applicants for purchase or lease, and for necessary repairs.

**And it is further agreed** that the said Lessee shall pay all utilities, including but not limited to water rates, or rent, for all water used and consumed on said leased premises during the term aforesaid, in addition to the rent hereinbefore provided for.

**And it is further agreed** between the parties to these presents, that in case the building or buildings erected on the premises hereby leased shall be partially damaged by fire or otherwise, the same shall be repaired as speedily as possible at the expense of the said Lessor; that in case the damage shall be so extensive as to render the building or demised premises untenable, the rent shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the rent shall be paid up to the time of such destruction and then and from thenceforth, this Lease shall cease and come to an end.

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Lessee shall have no claim against Lessor for the value of any un-expired term of said lease.

**And Lessee** further covenants and agrees that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the premises.

**And the Lessee** covenants that in the event the Lessor is required to employ an attorney in order to enforce a provision of this lease, the Lessee shall pay a reasonable attorney's fee.

**Insurance:** The Contractor shall not commence work under the contract until he has obtained all insurance required under this article and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Certificates of such insurance shall be filed with the City and shall be subject to the approval of the City for adequacy of protection before the execution of the contract.

All policies relating to this contract shall be so written that the City shall be notified of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change.

Certificates from the insurance carrier shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. The City of Danbury shall be named as an additional insured. Renewal certificates covering the renewal of all policies expiring during the life of the contract shall be filed with the City not less than ten (10) days before the expiration of such policies.

**A. Comprehensive General Liability Insurance.**

The Contractor shall take out and maintain during the life of this contract such Comprehensive General Liability Insurance (which shall include explosion and collapse and underground hazards if so requested by the City), as will protect it, the City, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental or wrongful death, as well as claims for property damages, which may arise from operations under this contract whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability  
and  
Property Damage Liability - \$1,000,000 (combined) - each occurrence

The Contractor agrees that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall seek either to reinstate the limits of said policy or policies or alternatively to seek to obtain a new policy providing for full coverage in accordance with the limits established within. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof.

**B. Comprehensive Auto Liability Insurance.**

The Contractor shall take out and maintain during the life of this Contract Comprehensive Auto Liability Insurance which shall cover the operation of all motor vehicles owned by the Contractor or used by the Contractor in the prosecution of the work under the contract and the amounts of such insurance shall be in the following minimum limits:

Bodily Injury Liability  
and - \$1,000,000 (combined) - each occurrence  
Property Damage Liability

**C. Excess Liability Insurance.**

The Excess Liability Policy coverage is **in addition** to the limits expressed in A. and B. above:

Bodily Injury Liability, - \$1,000,000 (combined)  
Property Damage Liability & Auto - each occurrence

**D. Workers' Compensation Insurance and Employer's Liability.**

The Contractor shall take out and maintain during the life of this contract, Workers' Compensation Insurance for all of his employees, employed at the site and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all employees of the latter unless such employees are covered by the protection afforded by the Contractor.

1. Workers' Compensation and Employer's Liability - Statutory Limits.

**In Witness whereof**, the parties hereto have hereunto set their hands and seals and to a duplicate of the same tenor and date this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

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

CITY OF DANBURY, LESSOR

\_\_\_\_\_  
By: Dean Esposito, Mayor  
Duly Authorized

LESSEE

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CONNECTICUT )  
  ) ss: Danbury  
COUNTY OF FAIRFIELD         )

On this the \_\_\_\_ day of \_\_\_\_\_2022, before me, Laszlo L. Pinter, the undersigned officer, personally appeared Dean Esposito, who acknowledged himself to be the Mayor of the City of Danbury, a municipal corporation, and that he as such Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Laszlo L. Pinter  
Commissioner of the Superior Court

STATE OF CONNECTICUT )  
  ) ss: Danbury  
COUNTY OF FAIRFIELD         )

On this the \_\_\_\_ day of \_\_\_\_\_2022, before me, \_\_\_\_\_ , the undersigned officer, personally appeared \_\_\_\_\_ , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

\_\_\_\_\_  
Notary Public  
Commissioner of the Superior Court