

REQUEST FOR PROPOSALS

"LICENSE/OPERATION OF VENDING TRUCK AT CITY OF DANBURY - ROGERS PARK"

BID #01-21-22-03

SCOPE

The City of Danbury is seeking the submission of proposals from experienced parties interested in operating a VENDING TRUCK located at City of Danbury - Rogers Park (see attached for the three designated locations)

The term of the license will be for one (1) season during the spring/summer months, from April 1, 2022 through October 31, 2022.

The City of Danbury has established Rogers Park as a vendor free zone. Pursuant to rules established by the Department of Recreation, only those vendors that have been awarded the bid for any of the three designated spots will be allowed to vend within the confines of the park. This includes Memorial Drive and Lion's Way. No other motorized or push cart vending will be allowed on the park streets or sidewalks. Danbury Youth Baseball will continue to run their concession as in past years. Special events occurring in the park will not be considered part of this agreement and will need permission from the Recreation Department. Vending at these locations will be at the sole discretion of the sponsoring event organizations. Vendors selected must have a valid vending permit for 2022 season and registered with the City of Danbury. These include but not limited to Perry Field on Sunday's and home games at Rogers Park Field during NECBL season.

The successful party will be required to execute the accompanying License Agreement, conduct business accordingly and comply with the provisions of the City of Danbury Vendor Ordinance Section 26-1 (copy attached).

PLEASE NOTE: WITH CONTINUING UNCERTAINTY WITH COVID-19, SHOULD THERE BE ANY DELAYS IN THE OPENING OF ROGERS PARK, ALL AWARDED BIDS WILL BE PRORATED TO REFLECT THE LEASE AMOUNT.

PROPOSAL

Interested parties are requested to submit two (2) copies of 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 #01-21-22-03 "License/Operation of Vending Truck at City of Danbury Rogers 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 two (2) years. All financial statements will be held in strict confidence.
3. **Business plan** to include intended days/hours of operation and (menu) items to be offered.
4. **Monetary consideration** that the City can expect to receive in the form of Term Rent for the area(s) located in Rogers Park — complete and return accompanying Proposal Sheet with your submittal.

NOTES

1. Direct any site related questions, or to schedule a site visit, through Mr. Nicholas Kaplanis, Director of 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
3. The City of Danbury reserves the right to award by location or locations based upon price and any other relevant considerations reject any or all proposals and to award to the party deemed to be in its best interest one or more

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PROPOSAL SHEET

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

In consideration of operating a vending truck at City of Danbury - Rogers Park at any/all of the three (3) designated spots for the term of one (1) season during the spring/summer months, from April 1, 2022 through October 31, 2022, the following seasonal TERM RENT amount will be paid to the City of Danbury, CT on March 25, 2022:

- Location 1 _____
(Softball Field Parking Lot between fields #2 and #3)

- Location 2 _____
(Parking lot between Field Two & Spray Park/Playground — off of Lions Way)

- Location 3 _____
(On Memorial Drive across from Volleyball Courts)

Vendor may bid on any or all locations for which they intend to operate if awarded to them

Minimum bid \$2,000.00 per location

The unsuccessful bidder on one location may be afforded the opportunity to apply their same bid to another location if they so choose to do so.

Please note that the successful bidder will be required to provide a refundable security deposit in the amount of 1/2 of the term rent for the awarded location(s). This amount will also be due on March 25, 2022.

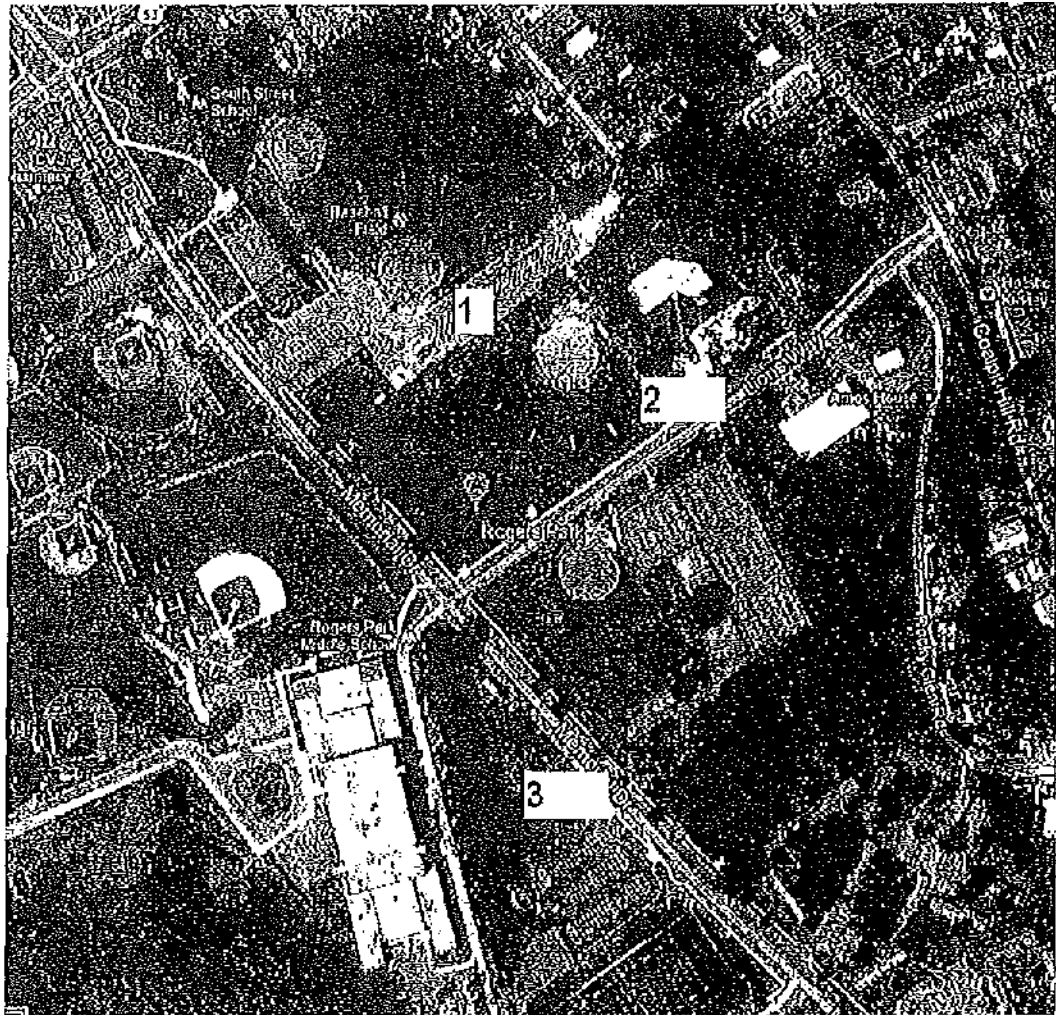
Company: _____ Phone: _____

Address: _____ Email: _____

_____ Payment Terms: _____

Submitted By (signature): _____ Title: _____

Signed By (print/type): _____ Dated: _____



LICENSE AGREEMENT

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, Licensor, and _____, of _____ Connecticut, Licensee,

WITNESSETH:

That the Licensor has licensed to the said Licensee one of three designated spots located at Rogers Park for the term of one (1) season during the spring/summer months, from April 1, 2022 through October 31, 2022 for the TERM RENT payable as follows:

_____ Location 1 (Softball Field Parking Lot between fields Two and Three)

_____ Location 2 (Parking lot between Field Two & Spray Park/Playground — off of Lions Way)

_____ Location 3 (On Memorial Drive across from Volleyball Courts)

FULL PAYMENT OF TERM RENT IS DUE BY MARCH 25, 2022 TOGETHER WITH A REFUNDABLE SECURITY DEPOSIT IN THE AMOUNT OF 1/2 OF THE TERM RENT WHICH SHALL BE DEPOSITED BY MARCH 25, 2022.

Security deposit = \$ _____

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

And the said Licensee covenants with the said Licensor to hire said location and to pay the rent therefore as aforesaid, that Licensee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Licensee will not assign this license nor underlet a part or the whole of said licensed premises, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Licensor but will deliver up the same at the expiration or sooner determination in as good condition as they are now in, ordinary wear 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 Licensee shall assign this License, 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 Licensor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this License shall thereupon, by virtue of this express stipulation thereon expire and terminate.

And it is further agreed between the parties hereto, that whenever this License shall terminate either by lapse of time or by virtue of any of the express stipulations therein, the said Licensee hereby waives all right to any notice.

And it is further agreed between the parties hereto, that the Licensee 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 Licensor within which the premises hereby licensed are situated, relating to Health, Nuisance, Fire, Highways and Sidewalks, so far as the premises hereby licensed are, or may be concerned, including the provisions pertaining to Vendors set forth in Sec. 26-1 of the Licensor's Code of Ordinances, attached hereto, and to save the Licensor 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 Licensor and its agents, to applicants for purchase or license, and for necessary repairs.

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 license shall cease and terminate from the date of title vesting in such proceeding and Licensee shall have no claim against Licensor for the value of any un-expired term of said license.

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

And the Licensee covenants that in the event the Licensor is required to employ an attorney in order to enforce a provision of this license, the Licensee shall pay a reasonable attorney's fee.

Insurance: The Contractor shall not commence 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.

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

C. Excess Liability Insurance.

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

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

DAMAGE, SUITS AND CLAIMS. The Contractor covenants and agrees to and shall at all times indemnify, protect and save harmless and defend the City from and against all costs or expenses resulting from any and all losses, damages, detriment, suits, claims, demands, costs and charges, including attorneys' fees, if any, which the City may directly or indirectly suffer, sustain or be subjected to by reason or on account of the work to be performed pursuant to this contract or any activities in connection with said contract, or on account of any claim for patent, trademark or copyright infringement, whether such losses and damages be suffered or sustained by the City directly or by its employees, licensees or invitees or be suffered or sustained by other persons or corporations who

may seek to hold the City liable therefore. The City may withhold such portions of any payments that may be due hereunder as may be considered necessary to cover any suits and claims until they have been settled and satisfactory evidence to that effect has been furnished to the City. This section shall also apply to "extra work" and all other operations by the Contractor in connection with this contract.

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, LICENSOR

Witness

By: Nick Kaplanis, Director of Recreation
Duly Authorized

LICENSEE

Witness
