



**TOWN OF SCARBOROUGH
PURCHASING DEPARTMENT
259 US ROUTE ONE
SCARBOROUGH, ME 04070-0360**

INVITATION TO BID

FOOD AND BEVERAGE CONCESSION SERVICES

ITB NUMBER: 0082006

BIDS MUST BE RECEIVED ON OR BEFORE: MAY 8th, 2006 – 11:00AM

BIDS WILL BE PUBLICLY OPENED: MAY 8th, 2006 – 11:00AM

BID SUBMISSION

DEADLINE: Bids must be received in the Town Manager's Conference Room **on or before 11:00 AM on Monday, May 8th, 2006.** Bids will be publicly opened at 11:00am or soon thereafter in the Town Manager's Conference Room on the main level of Scarborough Town Hall.

METHODS: Sealed bids may be hand-delivered or mailed to Attention ITB#0082006/Food and Beverage Concession Services; Keith Matherne – Purchasing Agent, PO BOX 360, Scarborough, ME 04070-0360. If you are sending via a method that cannot go to a PO BOX, send to 259 US Route One.

FAX/EMAIL: Facsimile and electronic mail transmittals are not being accepted at this time.

BID REQUIREMENTS

SUBMITTAL: An original bid must be submitted. The bid consists of the COMPLETED AND SIGNED Bid Form and any other required documentation.

SEALED: All bids must be returned in a sealed envelope with the bid name, number, opening date and time clearly marked on the outside. If an overnight delivery service is used, the bid name, number, opening date and time must be clearly marked on the outside of the delivery service envelope.

REFERENCES: The Town of Scarborough requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by

their firm. Include name of firm, address, telephone number and name of representative.

LEGIBILITY: Bids must be legible and of a quality that can be reproduced.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

LATE BID: Bids received after submission deadline will not be opened and will be considered void and unacceptable. The Town of Scarborough is not responsible for lateness of mail, courier service, etc.

RESPONSIBILITY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- a) have adequate financial resources, or the ability to obtain such resources as required;
- b) be able to comply with the required or proposed delivery schedule;
- c) have a satisfactory record of performance;
- d) be otherwise qualified and eligible to receive an award.

The Town of Scarborough may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

AWARD

Depending on the circumstances, awards should be made approximately ten (10) days after the bid opening date. Results may be obtained by contacting the Purchasing Agent.

REJECTION OR ACCEPTANCE: No more than one bid will be awarded for any item, single department or area. Bids may be rejected for some items, departments or areas, even though awards are made for others. The convenience of having a single source for similar items will be taken into consideration together with price in determining the lowest and best bid.

It is understood that the Town of Scarborough, reserves the right to accept or reject any and/or all bids for any or all materials and/or services covered in this bid request, and to waive informalities or defects in the bid or to accept such bid it shall deem to be in the best interest of the Town of Scarborough.

CONTRACT: This Bid, when properly accepted by the Town, shall constitute a contract equally binding between the successful bidder and the Town of Scarborough.

The successful bidder will be required to sign an additional agreement containing terms necessary to ensure compliance with the bid.

CONTRACT ADMINISTRATION: Under this contract, Bruce Gullifer, Community Services Director, or Keith Matherne, Purchasing Agent, shall be the contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The contract administrator(s) will serve as liaison between the Town of Scarborough and the successful bidder.

CONTRACT PERIOD(S): The Initial Contract Period is Date of Award through September 4th, 2006.

BID CONTACTS

PURCHASING CONTACT:

Keith Matherne
259 US Route One
Scarborough, ME 04070-0360
(207) 730-4089
kmathern@ci.scarborough.me.us

TECHNICAL CONTACT:

Bruce Gullifer
259 US Route One
Scarborough, ME 04070-0360
(207) 730-4151
BGulli@ci.scarborough.me.us

MISCELLANEOUS

STATEMENTS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, plans and/or specifications stated in the various Bid Packages and/or Bid Instructions/Requirements.

CONFLICT OF INTEREST: No public official shall have interest in this contract as provided by Maine State Law.

ETHICS: The bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Town of Scarborough.

DOCUMENTATION: Bidder shall provide with this bid response, all documentation required by this bid. Failure to provide this information may result in rejection of the bid.

TERMINATION FOR DEFAULT: The Town of Scarborough reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the Town in the event of breach or default of this contract. Non-Performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the Town. The Town shall not pay for commodities/services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

SILENCE OF SPECIFICATIONS: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid.

WORKER'S COMPENSATION

This contract contemplates services that do not require worker's compensation insurance coverage. However, if it becomes necessary that the bidder provide services related to the project such as delivering equipment or materials, an amended contract will be executed which fully complies with the State of Maine Labor Code and the Maine Worker's Compensation Commission requirements.

BID SPECIFICATIONS

1. PURPOSE AND CLASSIFICATION

a) Purpose

Town of Scarborough, hereinafter referred to as the Town, seeks bids from food and beverage concession firms, trained, experienced, hereinafter referred to as the vendor.

b) Classification

The concession services will be performed at Ferry Beach located at Ferry Road.

2. SCOPE OF WORK

It is the intent of this contract to provide optimum food and beverage concessions to the public; both in maximum hours and days of operation as well as goods and services provided. The concession services shall be provided as deemed necessary to meet the contract requirements. The vendor shall provide concession services as described herein and shall provide all labor, material, and equipment. The Vendor shall provide clean, attractive, and a safe area for the location described herein.

The Vendor shall furnish and maintain all equipment necessary for the proper concession service of the location. The Vendor shall provide an equipment inventory list to be submitted with the bid, identifying all equipment by age and condition to be used in the performance of this contract. The Town reserves the right to make inspection of equipment to be used in the performance of this contract. Any equipment found to be in poor condition must be pulled from service and replaced at the Vendor's expense. The Vendor shall comply with all Town, state, and federal regulations applicable to providing food and beverage concessions.

3. TERM OF CONTRACTUAL AGREEMENT

The Term of Contractual Agreement is to be for 1 season. The Initial Contract Period is Date of Award through September 4th, 2006.

4. ITEMS and PRICING

Items of sale will include but not necessarily be limited to the following:

- o Food, candy, ice cream, snow cones, hamburgers, hot dogs, etc.
- o Beverage service - **must not** include wine or beer or glass containers
- o All prices should be presented to the Community Services Director to be approved.

5. HOURS OF OPERATION

It is the intent of this concession contract to serve the public in the best possible manner. At a minimum, the concession services shall be provided between the hours of 10:00am and 3:00pm, everyday, weather permitting.

6. ACCOUNTING

a. The Vendor will supply a weekly report which will be a record of the all transactions for the week prior

b. All reports shall include:

- 1) Identification of items purchased at concession stand.
- 2) Quantity or quantities, total prices, and total amount.
- 3) Check payable to: Town of Scarborough
- 4) Check will be mailed to:
Town of Scarborough Community Services Department
PO BOX 360
Scarborough, ME 04070-0360

- d. All reports and payments shall be received at the Town of Scarborough Community Services Department every Monday for the previous week's sales (i.e. all items sold the week of June 12th will be reported and turned in on June 19th).
- e. Nonpayment of funds owed the Town will be considered a breach of contract and will result in termination of rights granted in the contract including the Town exercising the right to operate the stand to serve the public need.

7. MAINTENANCE

- a. The Vendor will pay for normal electric and water utilities as these will not be provided by the Town.
- b. Vendor is responsible for maintenance of any and all equipment directly related to the operation.
- c. Vendor shall clean the serving area, and surrounding areas directly related to their operation.

8. GENERAL

- a. Vendor must meet all health department requirements.
- b. Vendor must provide Liability Insurance as required by the Town. See Appendix A for requirements.
- c. Vendor shall have adequate staff to maintain full operation during business hours.
- d. Staff should be dressed appropriately, preferably with identification to note the organization they represent.
- e. Vendor shall be responsible for all inventories and should insure the quality of merchandise being sold.
- f. The Vendor shall provide and maintain, in a conspicuous place, a menu sign. The menu sign shall list the prices of all items offered for sale, the hours of operation, and a note to refer any comments to the Town of Scarborough Community Services Department. The design and location of the sign shall be subject to the approval of the Community Services Director or his designee.
- g. The vendor shall be responsible for all equipment stored on site.

9. TERMINATION

The contract will provide for an immediate termination clause. The Town may under extenuating circumstances (no show, lack of return correspondence, lack of payment, etc.) operate concession in order to provide a service to the public. Every attempt will be made to contact Concessionaire.

10. BID EVALUATION

The bids received will be evaluated on the criteria listed below. The Vendor selected will have, in the opinion of the Town, the best overall combination of the criteria. On a separate sheet entitled Bid Evaluation please provide detailed information on the criteria. Include any additional pertinent information.

- a. Percentage to Town; % of gross to be provided as a weekly payment with report requirements
- b. Years of Experience in the concession business, similar applications preferred. List all with dates locations, and types of concessions.
- c. References from reputable entities, similar applications preferred. List name, address,

contact name, and phone numbers.

- d. Type of concession equipment available for use in operation. List all equipment that is intended to be used.
- e. An outline of how the vendor will secure their equipment overnight.

**TOWN OF SCARBOROUGH BID FORM
FOOD AND BEVERAGE CONCESSION SERVICES
ITB NUMBER: 0082006**

NAME OF BIDDER: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Telephone: (_____) _____ Fax: (_____) _____

Percentage to Town; % of gross _____

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Signature of Person Authorized to Sign Bid Date of BID: _____

Printed Name and Title of Signer: _____

DO NOT SIGN OR SUBMIT WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID

Appendix A
Insurance Requirements

The Vendor shall agree to save the Town and all of its employees and agents harmless from all losses, costs or damages caused by his/her acts or those of his/her agents. They shall not hold the Town of Scarborough liable for damages, and/or loss of revenue if business is not permitted due to the closure of the facility or fire damage, flood, hurricane, civil disorder, strikes, acts of God, etc.

Before signing the contract, the awarded Vendor will produce evidence satisfactory to the Town that they have secured General Liability including Premise and Products Completed Operations with an occurrence limit of not less than \$1,000,000; Business Auto with a Combined Single Limit of not less than a \$1,000,000 combined single limit for bodily or personal injury, death and property damage, protecting the contracted Vendor *and naming the Town of Scarborough as an additional insuree*; and Workers' Compensation and Employers Liability with a limit of not less than \$500,000 each accident and \$500,000 general aggregate disease. The insurance company should be licensed to do business in the State of Maine and should have have a Bests or similar rating of NOT less than A+.

The Town disclaims any and all responsibility for injury to the Vendor or their agents at any time.