

INVITATION TO BID

The City of Rochester, New Hampshire is accepting sealed bids for Rochester Commons Food Vendor Services. Bids must be submitted in a sealed envelope plainly marked:

“Sealed Bid, “Rochester Common Food Vendor Service”

Bid # 09-37

City of Rochester
31 Wakefield Street
Rochester, NH 03867
Attn: Purchasing Agent

All bids must be received no later than May 14, 2009 at 2:30 p.m. No late bids, faxed, e-mailed or telephone bids will be accepted. Bid proposals and specifications may be obtained by visiting www.rochesternh.net, or emailing purchasing@rochesternh.net, or by contacting the Purchasing Agent at City Hall, 31 Wakefield Street, Rochester, NH 03867, (603) 335-7602. All bid questions must be submitted in writing (email preferred) to the Purchasing Agent. All bid proposals must be made on the bid proposal forms supplied, and the bid proposal forms must be fully completed when submitted.

INSTRUCTION TO BIDDERS

I. Preparation of Bid Proposal

A. The Bidder shall submit her/his proposal upon the forms furnished by the City (attached). The bidder shall specify a unit price, both in words and figures, for each pay item for which a quantity is given and shall also show the products of the respective unit prices and quantities written in figures in the column provided for that purpose and the total amount of the proposal obtained by adding the amount of several items. All words and figures shall be in ink or typed.

B. If a unit price or lump sum bid already entered by the bidder on the proposal form is to be altered it should be crossed out with ink, the new unit price or lump sum bid entered above or below it, and initialed by the bidder, also with ink. In case of discrepancy between the prices written in words and those written in figures, the prices written in words shall govern.

C. The bidder's proposal must be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture; by one or more officers of a corporation, or by an agent of the contractor legally qualified and acceptable to the owner. If the proposal is made by an individual, his/her name and post office address must be shown, by a partnership the name and post office address if each partnership member must be shown; as a joint venture, the name and post office address of each must be shown; by a corporation, the name of the corporation and its business address must be shown, together with the name of the state in which it is incorporated, and the names, titles, and business addresses of the President, Secretary, and Treasurer.

D. All questions shall be submitted in writing to and received by the Purchasing Agent at the above address, a minimum of 7 days prior to the scheduled bid opening. The Purchasing Agent, will then forward both the question and the City's response to the question to all prospective bidders.

II. Irregular Proposals

Bid proposals will be considered irregular and may be rejected for any of the following reasons:

A. If the proposal is on a form other than that furnished by the Owner, or if the form is altered or any thereof is detached.

B. If there are unauthorized additions, conditional or alternated bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

C. if the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

D. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized altered pay items.

III. Delivery of Bid Proposals

When sent by mail, the sealed proposal shall be addressed to the owner at the address and in the care of the official in whose office the bids are to be received. All proposals shall be filed prior to the

time and at the place specified in the invitation for bids. Proposals received after the time for opening of the bids will be returned to the bidder, unopened. Faxed bid proposals are not acceptable.

IV. Withdrawal of Bid Proposals

A bidder will be permitted to withdraw his proposal unopened after it has been deposited if such request is received in writing prior to the time specified for opening the proposals.

V. Public Opening of Bid Proposals

Proposals will be opened and read publicly at the time and place indicated in the invitation for bids. Bidders, their authorized agents, and other interested parties are invited to be present.

VI. Disqualification of Bidders

Either of the following reason may be considered as being sufficient for the disqualification of a bidder and the rejection of his proposal of proposals:

- A. Evidence of collusion among bidders.
- B. Failure to supply complete information as requested by the bid specifications.

AWARD AND EXECUTION OF CONTRACT

I. Consideration of Proposals

A. Bids will be made public at the time of opening and may be reviewed only after they have been properly recorded. In case of discrepancy between the prices written in words and those written figures, the prices written in words shall govern. In case of a discrepancy between the total shown in the proposal and that obtained by adding the products of the quantities of items and unit bid prices, the latter shall govern.

B. The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the City, the best interest of the City of Rochester will be promoted thereby.

II. Award of Contract

If a contract is to be awarded, the award will be made to the highest responsible and qualified bidder whose proposal complies with all the requirements prescribed as soon as practical after the bid opening. No bid shall be withdrawn for a period of (30) thirty days subsequent to the opening of bids without the consent of the City of Rochester. The successful bidder will be notified, by the form mailed to the address on his proposal, that his/her bid has been accepted and that he/she has been awarded the contract.

III. Cancellation of Award

The City reserves the right to cancel the award of any contract at any time before the execution of such contract by all parties without any liability against the City.

BID EVALUATION

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- A. the bidder's ability, capacity, and skill to perform within the specified time limits
- B. the bidder's experience, reputation, efficiency, judgment, and integrity
- C. the quality, availability and adaptability of the supplies and materials sold
- D. bidder's last performance
- E. sufficiency of bidder's financial resources to fulfill the contract
- F. bidder's ability to provide future maintenance and/or services
- G. other applicable factors as the City determines necessary or appropriate (such as compatibility with existing equipment.)

CITY OF ROCHESTER, NEW HAMPSHIRE DEPARTMENT OF PUBLIC BUILDINGS & GROUNDS

BID SPECIFICATIONS

The City of Rochester is taking bids for the Food Vendor at the Rochester Commons. Minimum specifications are listed below.

SOLE VENDOR

The City of Rochester by this lease, issues a sole vendor's lease for day- to- day activities only at the Rochester Commons. Special events at the Commons or City- wide events, other Vendor Carts will be allowed to set up at the City's discretion during the event only.

DURATION OF BID

This bid will have a one (1) season duration.

OPERATING SEASON

The City of Rochester defines the operating season with a start date of June 1st, with an end date of November 15th. A written letter of request to the City Manager can extend the season. Decisions will be based on weather conditions, conditions at the Commons and events within the City of Rochester.

SUB-LETTING OF LOCATION

Sub-letting of the location at the Rochester Commons is prohibited without written approval of the Rochester City Manager.

SETUP LOCATION

The City of Rochester shall specify the cart location within the Commons area and reserves the right to move the location at its discretion. Vendor must supply two new or good condition folding tables and 6 chairs. The mobile unit (cart), folding tables and chairs must be removed from the premises nightly.

VENDORS INSURANCE

1. The Vendor shall deliver at the time of execution of the Contract, certificates of all insurance required hereunder and shall be reviewed prior to approval by the City of Rochester. The certificates of insurance shall contain the description of the Project, and shall state that the companies issuing insurance will endeavor to mail to the City of Rochester ten (10) days notice of cancellation, alteration or material change of any listed policies. The Vendor shall keep in force the insurance required herein for the period of the Contract. At the request of the City of Rochester, the Vendor shall promptly make available a copy of any and all listed insurance policies. The requested insurance must be written by a Company licensed to do business in New Hampshire at the time the policy is issued.

2. The City of Rochester, NH shall be listed as additional insured on all the Certificates of Insurance.

3. No operations under this Contract shall commence until certificates of insurance attesting to the below listed requirements have been filed with and approved by the Director of Public Buildings & Grounds.

- a. Workmen's Compensation Insurance
Limit of Liability - \$100,000.00 per accident
- b. Commercial General Liability
Limits of Liability
Bodily Injury: \$500,000.00 per occurrence, \$500,000.00 aggregate
Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate
Combined Single Limit, Bodily Injury and Property Damage: \$500,000.00 per occurrence, \$500,000.00 aggregate
- c. Automobile Liability
Limits of Liability - \$500,000.00 per accident

The Vendor shall indemnify, defend, and save harmless the City of Rochester and its agents and employees from and against any suit, action or claim of loss or expenses because of bodily injury. Including death at any time resulting there from, sustained by any person or persons or on account of damage to property, including loss of use thereof, whether caused by or contributed to by said City of Rochester, its agents, employees or others.

WASTE & LITTER CLEANUP

The Vendor shall provide a waste barrel at his/her cart. It is the Vendor's responsibility to empty the barrel and re-bag when full to maintain cleanliness. The Vendor shall be required to keep a fifty (50) foot radius around the cart picked up and free of litter. The Vendor shall be required to take the full bags of waste at the end of the day for disposal off site.

ELECTRICAL POWER

It is the responsibility of the Vendor to arrange for, install, maintain and pay for any electrical power should it be required. All costs associated with electrical power shall be at the cost of the Vendor. The City will require electrical permit and approval of any design before installation. This power source is for the sole use of Vendor of this contract. The City reserves the right to require the Vendor at his or her cost to repair or remove at will.

LICENSES AND PERMITS

The City of Rochester requires the following licenses and permits to operate a food vendor cart. Applications for the these licenses and permits can be obtained at the Department of Code Enforcement, City Hall, 31 Wakefield Street, Rochester, NH, phone number 332-8601.

1. Food Service Establishment Permit

This permit requires the Vendor to comply with all rules and regulations pertaining to Chapter 25, Article 3 of the Rochester City Ordinances and the Sanitary Food Code for the State of New Hampshire, Department of Health and Human Services, Division of Public Services as adopted by the City of Rochester.

2. Hawkers & Peddlers License

The City of Rochester requires Hawker & Peddlers license to operate a food vendor cart and comply with the provisions of R.S.A. 320:8.

SELECTION OF VENDOR

The selection of a vendor shall be based upon the bid price, compliance with specifications and the variety of food offered on the menu.

PAYMENTS

The selected vendor shall have two options to make payments for the use of the food vendor site at the Rochester Commons.

1. Pay for the entire season before June 1st, or
2. Pay in monthly installments no later than the 15th of each month, with a security deposit in the amount of one month's payment, on or before June 1st or 7 days after award of bid.
3. Non-payment for 30 days or more shall terminate the agreement between the City of Rochester and the selected food vendor.
4. Payments shall be made to the City of Rochester at the Business Office, City Hall, 31 Wakefield Street, Rochester, NH 03867.

**CITY OF ROCHESTER NEW HAMPSHIRE
PURCHASING AGENT**

ROCHESTER COMMONS FOOD VENDOR SERVICES BID

BID PROPOSAL FORM

Bid Item #1 - Yearly Bid To Locate Food Vendor Services at the Rochester Commons:

Price of yearly bid in words _____

Price of yearly bid in numbers _____

Bid Item #2 - Copy of Proposed Menu Attached: (Yes) (No)

Date

Bidder

Phone

By: _____

Fax

Title: _____

Business Address

City, State, Zip Code

All Bids are to be submitted on this form and in a sealed envelope, plainly marked on the outside with the Bidder's name and address and the Project name as it appears at the top of the Proposal Form.

Bid results will be posted after 48 hours on the City of Rochester's web site at www.rochesternh.net or will be available by request via email a the following address: purchasing@rochesternh.net.