



CITY OF GROTON

295 Meridian Street
Groton, Connecticut 06340-4040
Purchasing Department

**CITY OF GROTON
REQUEST FOR PROPOSALS
FOR THE OPERATION OF THE
CONCESSION STAND
AT EASTERN POINT BEACH
GROTON, CT
FEBRUARY 27, 2026**

BID PROPOSAL #02-27-26

Introduction

The City of Groton invites all qualified people and firms to submit five copies of their statement of qualifications and their proposal to enter into a concession agreement to operate the Concession Stand at Eastern Point Beach. The term of the concession stand contract would be for a one (1) year period, with an option for 3 additional years if both parties mutually agree.

Background

The City of Groton is looking to continue to provide a concession stand for visitors to Eastern Point Beach to enjoy the amenities at Eastern Point Beach.

Objectives

The City of Groton offers the opportunity for a concession stand for the visitors at Eastern Point Beach. The facility will be authorized to sell standard concession items (please provide a sample menu with your response to included items and proposed pricing). All concessions sold must be authorized by the City.

The City of Groton is requesting proposals from qualified and experienced operators for the operation of this facility.

Operating Hours

The facilities must at least operate from the third weekend in June through Labor Day; however, the Concessionaire may operate daily, or on the weekends, beginning Memorial Day weekend.

Mandatory operating hours are 11:00am to 7:00pm, with the option of the Concessionaire extending hours either earlier or later. In the event of inclement weather, the Concessionaire must request and obtain approval from the City of Groton to close during mandatory operating hours.

Operating Agreement

The City of Groton intends to enter into a concession agreement whereby the Concessionaire would operate the concession stand and pay the City of Groton a seasonal concession fee, subject to the following parameters.

The concession fee will be no less than \$3,000.00 for the three-month period.

Operating Costs

The concessionaire(s) will be responsible for all operating costs for the concession stand.

Operating costs would include but not be limited to utilities, cleaning, staff, and marketing.

Operating costs do not include normal maintenance and replacement costs of the city-owned equipment in the building. If damage occurs to the city owned equipment based on misuse or negligence, it will be the Concessionaire's responsibility to pay for all costs related to the repair and/or replacement

Furniture, Fixtures and Equipment (FF&E)

The concessionaire for the concession stand will be expected to provide any other equipment that is deemed necessary and not owned by the City (Schedule A - City Equipment), merchandise inventory, and promotional signage.

Indemnification

To the fullest extent permitted by law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the City of Groton including but not limited to, their respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Provider's performance of the Agreement or any other agreements of the Provider entered into by reason thereof. The Provider shall indemnify and defend the City of Groton, including but not limited to their respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Provider, its subcontractor, agents, servants, officers or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall expressly apply to any failure to comply with state, federal and/or municipal laws, statutes, ordinances, rules and regulations. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Insurance

The Provider shall provide a certificate of insurance in the minimum amounts as specified herein. City of Groton is to be listed as additional insured on Commercial General Liability and Excess/Umbrella Liability coverage. Insurance requirements are also included in the Specifications Package, General Conditions Section 1.21. In the case of conflicting coverage limits etc. the higher amount/coverage will be required.

Workers Compensation - limits as required per State of Connecticut statute, with employer liability limits of \$500,000/500,000/500,000.

Commercial General Liability

- \$1,000,000 per occurrence
- \$2,000,000 general aggregate
- \$1,000,000 personal/advertising injury
- \$2,000,000 products/completed operations aggregate

The general liability should include damage to premises rented to others with a limit of \$300,000

Commercial Automobile

- \$1,000,000 combined single accident for owned, non-owned, and hired autos

Other insurance provision

The policies are to contain, or be endorsed to contain, the following provisions:

Workers' Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City of Groton for losses arising from the work performed by the Concessionaire for the City.

If State statute does not require the Concessionaire to obtain Worker's Compensation insurance, than the Concessionaire shall furnish the City with adequate proof of the self-employment status. The Concessionaire shall agree to waive all rights of claims against the City for losses arising from the work performed by the Concessionaire for the City. In the event that during the contract period this self-employment status should change, the Concessionaire shall immediately furnish proper notice to the City and a certificate of insurance indicating coverage.

That Worker's Compensation insurance and Employer's Liability Coverage has been obtained by the Concessionaire.

Acceptability of insurance

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-/VIII.

Insurance companies must be licensed to do business in the State of Connecticut.

The Concessionaire shall furnish with its proposal the City with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Renewal of expiring certificates shall be filed thirty days (30) prior to expiration. The City of Groton reserves the right to request completion of all required policies, at any time.

The Certificates of Insurance must be received by the City of Groton prior to the signing of any Contract documents.

Any amendments to the required insurance requirements stated above will be as the sole discretion of the City of Groton.

Qualifications and Proposal

The proposal should contain the following:

- Information regarding concessionaire's prior experience
- Proposed concept, menu selection, pricing
- List of references
- Description of legal actions filed for or against the proposed concessionaire within the last three years, including bankruptcy filings.

Selection Criteria

The criteria for selection of the potential successful candidate for this proposed contract include, but are not limited to the following:

- Experience and qualifications of proposed concessionaire
- Ability to offer a variety of concession-stand foods that are family friendly at a reasonable price level.
- Proposed timeframe for beginning operation
- References

Background Check

The City of Groton reserves the right to perform due diligence on bidders, including but not limited to background checks, credit reports, and legal actions searches.

Non – Discrimination Policy

The City of Groton is an Equal opportunity Employer and does not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin or sexual orientation. Any person entering into any agreement with the City of Groton Parks and Recreation and their agents shall not discriminate on the basis of race, color, religion, sex, age, physical handicap, national origin, or sexual orientation, nor shall exclude from participation in, deny benefits of, or subject any person to discrimination under any program, or activity made possible or resulting from any agreement with City of Groton based on the foregoing.

Rights

The City of Groton reserves the right to reject any or all responses in whole or part with or without cause; to negotiate for modification of any responses; to advertise for new responses; to waive minor irregularities and formalities; or to proceed to have services performed otherwise. The City of Groton also reserves the right to establish a "cure" period, in the event that all qualified respondents have not submitted the required information, for the purpose of obtaining complete responses. The submission of any response **shall not** in any way commit the City of Groton to enter a contract with that respondent or any other respondent. The City of Groton will also appoint a staff person to monitor the contract on a regular basis.

Property of the City of Groton

The response shall become the property of the City of Groton upon receipt by the City. The City of Groton shall have the right to use or dispose of in any way selected by City of Groton without payment or liability of any kind.

Not a Contract

This RFP is not to be construed as a contract or a commitment of any kind; nor does it commit the City of Groton to pay for any costs incurred by the respondent in the submission or any costs incurred prior to the execution of a formal contract with the City of Groton.

Questions; Pre-Proposal Meeting and Tour

If the Respondent finds a discrepancy in or omission from this document or any of its exhibits, has any doubts as to their true meaning, or requires any additional information to prepare the response, he/she shall notify Mary K. Hill, Director of Parks and Recreation, 295 Meridian Street, Groton CT, in writing prior to 3:00 PM March 18, 2026. All written responses will be shared with all registered applicants. The City of Groton will not be responsible for any oral instructions given with regard to the completion and submission of the response.

A **mandatory** pre-bid tour of the facility will be held on **Wednesday, March 11, 2026, at 10:00AM.**

Selection of Concessionaire

The selection of the concessionaire will be made by a three (3) member committee comprised of one member from the Parks and Recreation Department, one member appointed by the Mayor's Office, and one member for the Beach and Parks Committee. The Selection Committee in its sole judgement and in the best interest of the City of Groton will select the response best qualified to perform the services herein and make their recommendation to the City Council for approval. The respondents may only contact the Parks and Recreation Director, Mary K. Hill, regarding any questions. If the respondent contacts any member of the Selection Committee, such contact may render the process invalid or eliminate the respondent from the selection process.

Licenses

The successful applicant must obtain all necessary Health Department permits by the time of the contract execution and sign the written agreement that is approved by the Mayor and Council.

The Concessionaire must maintain a 90 or higher rating from the Health Department and comply with other City Ordinances. If the rating falls below this, the Concessionaire has 10 days to remedy all citations, unless so directed by the Health Department.

Bond/Security Deposit

The successful applicant shall furnish the City of Groton, upon signature of Agreement, with a bond with adequate security in the amount of One Thousand, Five Hundred Dollars (\$3,000) to guarantee faithful performance of agreement during the full term of the Agreement.

Prior to opening the concession stand the successful applicant shall deposit with the City of Groton a security deposit equal to one month's rent (\$1,000), in order to ensure that the premises will at all times be kept in a neat, clean, sanitary and orderly condition, further conditioned that all rent be paid in a timely fashion to the satisfaction of the City of Groton.

Due Date of Response

Written sealed responses will be received until the hour of **2:00 PM., local time, on Thursday March 26, 2026.** All responses shall be addressed and delivered to:

Dominic Jengo
Purchasing Department
City of Groton
295 Meridian Street
Groton CT 06340

Four (4) copies of the response (an original and three copies) must be submitted. Responses received after the due date and time or not at the designated office will not be considered.

SCHEDULE A – City Equipment

1. One unit one door refrigerator Model 598-T12 Reach in Cooler
2. One unit one door freezer Model 598-T12F Reach in Freezer
3. One unit updraft equipment stand manufactured by B. E. Migali, Inc., Model # UEC-963 with fire control system.
4. Two fryers (counter type) manufactured by GLO PF1 6E
5. One unit electric fired grill (counter type) Star Model 536TGF
6. One unit Roll-A-Grill (counter type) NEMCO.
7. Commercial Series Sandwich Top Refrigerator, reach-in, one section, 7.2 cu.ft., self-contained refrigeration system, (8) 1/6 pan capacity, 1/2" thick white polyethylene cutting board, stainless steel exterior front, sides & top, solid hinged door, (1) adjustable shelves, (4) 6" stem casters (2 with brakes), R-134A refrigerant, 1/6 hp, Model Hoshizaki CRMR27-8
8. One unit stainless steel work table, size approximately 7'-0" long X 2'-6" wide X 2'-1" high.
9. One unit stainless steel overshef, size approximately 10'-0" long X 12" wide.
10. One unit cube/chip icemaker, manufactured by Crystal Tip, Model #CAE-025-PL.
11. One unit twin drink beverage dispenser (Provided by Coca Cola)
12. One table six flavor beverage dispenser supplied by Coca Cola
13. One unit stainless steel 16 gauge counter-top.
14. One unit ice cream dipping cabinet, Kelvinator (Self Contained)
15. One unit stainless steel dipper well and faucet.
16. One Taylor Soft Serve Freezer Table Top Ice Cream Machine Model C 707