

## Request for Services Registration Form

It is the Respondent's responsibility to make certain they have received any/all addenda relating to this request for services. We strongly encourage you to notify the City of Beverly Purchasing Department at [dgelineau@beverlyma.gov](mailto:dgelineau@beverlyma.gov) and provide us with the following information. In the event any addenda are issued, it will be sent to all who have provided the City with this information.

Request for Services Number: **14-014**

Contact Name:

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Company Name:

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Address:

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City/Town:

State:

Zip Code:

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Phone:

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Fax:

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Cell:

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Email:

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## **CITY OF BEVERLY**

**14-014**

**LICENSE FOR FOOD CONCESSION AT LYNCH PARK**

**BIDS DUE:**

**TUESDAY MAY 6, 2014 @ 11:00 A.M.**

at the Office of the Purchasing Agent, City Hall  
191 Cabot Street, Beverly, Massachusetts 01915

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BID CERTIFICATION:

Complete this page by signing in the space below and return with completed pricing pages.

As required under Chapter 233 and 701 of the Mass. Acts and Resolves of 1983 and Chapter 30B of Massachusetts General Laws, when returning the City's solicitation documents, certification must be made to the following by signing in the space indicated below. **Failure to offer such signature will result in rejection of the bid.**

1. *"The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word person shall mean any natural person, business, partnership, corporation, union, committee, club or their organization, entity, or group or individuals" and,*
2. *"Pursuant to M.G.L. c.62C, §49A, I hereby certify, under penalties of perjury that to my best knowledge and belief the undersigned bidder has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support."*

This bid is submitted by:

\_\_\_\_\_  
(Complete name of firm to be given here)

Signature: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Employer I.D. #: \_\_\_\_\_

Email Address: \_\_\_\_\_

**LICENSE FOR FOOD CONCESSION AT LYNCH PARK- 14-014**

**PRICE SHEET**

The City of Beverly shall permit the operation of the food concession at Lynch Park. Per the terms and conditions as outlined in the Invitation to Bid the undersigned agrees to pay the following sum to the City of Beverly.

All bids shall be typewritten or written in hand in ink. In case of a discrepancy between the bid price in words and the bid price in numbers, the higher price shall govern. Interlineations, alteration or erasure will void any bid.

\$ \_\_\_\_\_

Written in Words \_\_\_\_\_

Company/Individual Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Person \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Print Name \_\_\_\_\_

**INVITATION TO BID  
FOR  
FOOD CONCESSION AT LYNCH PARK**

The City of Beverly, through the Beverly Recreation Commission, is seeking bids for the operation of a food concession at Lynch Park. The Beverly Recreation Commission will grant the successful bidder a license to operate a concession stand at Lynch Park under the terms and conditions outlined in this invitation to Bid. Bids must be signed and enclosed in an envelope marked on the outside, "Bid for License for Food Concession Stand at Lynch Park."

Concessionaire may request to view the stand by contacting the Purchasing Department at 978-921-6000. Bid documents are due by Tuesday, May 6, 2014 at 11:00 A.M.

The City of Beverly will enter into a one-year agreement, which shall consist of a license to operate the concession stand for one (1) season, with two options to renew for an additional one-year season. Any extensions would be at the sole discretion of the City of Beverly.

The successful Bidder shall have the exclusive right to operate the concession stand. This license shall not offer the successful bidder the exclusive right throughout the park for the sale of food and beverages.

The contract shall be awarded to the highest responsive and qualified Bidder that possesses the experience and qualifications necessary to perform the work, and offers the most advantageous bid taking into consideration all of the minimum criteria of the City of Beverly as set forth in these specifications.

Any Bidder finding an ambiguity, inconsistency, or error shall promptly notify the City Purchasing Agent. If it becomes necessary to revise any part of this Invitation for Bid (IFB), or if additional information is necessary to enable an exact interpretation of the contract or specifications, such addenda will be provided to all Bidders who have returned the Bidder Registration Form.

**BID RESPONSE REQUIREMENTS**

1. The bid must be from an established corporation, partnership, firm or individual who normally furnish such services as the principal business for which the corporation or firm is formed or has a minimum of two (2) years experience in managing a similar food service business.
2. Bidders must completely fill out in ink or typewritten and sign the Price Sheet. The Price Sheet is part of this document and is found on Page 3.
3. Concessionaire must carry general liability insurance and name the City of Beverly as additional named insured as its interest may appear. Additional requirements are listed in this document.
4. Concessionaire must meet the requirements of the State Sanitary code, have all local and state licenses and permits and must provide copies to the Director of Recreation before the first day of the season.

5. Concessionaire will be responsible for litter pick-up within 100 feet of the store. If concessionaire fails in this task, a bill for any cleanup details will be sent and paid for by concessionaire. No barrels are provided at Lynch Park as of 2011. The concessionaire is responsible for depositing all trash into a dumpster, or designated area that will be provided by the City of Beverly. No barrels or trash bags shall be left outside the carriage house unless they are put into the dumpster. Bags of trash may not be stored overnight inside the carriage house at any time.
6. The total amount of the bid must be paid to the City before the first day of operation and a separate security deposit of \$500.00 must be provided which shall be returned to the concessionaire at the end of the season if the premises are returned to the City in good condition and the City's equipment is returned in the same condition, reasonable use and wear excepted.
7. All equipment and the entire kitchen must be cleaned at the conclusion of each season to the satisfaction of the Director of Recreation. All possessions of the bidder may be stored at the site after the closing of the Concession at the owner's risk. The City shall not be liable for any equipment stored at the site.
8. Prices established will not exceed average prices in the local economy. A list of products sold with prices charged will be made a part of this bid and shall be kept current throughout the season.
9. All placements of signs and storage locations for equipment must be approved by the Director of Recreation.
10. The concessionaire shall provide to the Director of Recreation a list of all employees assigned to the program. CORI checks may be required of all staff 18 years and older.
11. The concession stand must be in operation 7 days a week, Memorial Day through Labor Day, weather permitting. Minimum hours of operation are 10:30 A.M. to 4:30 P.M on weekdays and 10:30 A.M. to 6:00 PM on weekends. On all concert nights or special events, the stand shall remain open until 8:00 PM or until the conclusion of the event.
12. References for workers who will be providing day-to-day operations.
13. The concessionaire may be called upon to offer catering services for special events scheduled in Lynch Park. Special events must be approved by the Beverly Recreation Department.
  - a. This catering service may be offered through either direct service or contracting with a catering service. In the event of subcontracting of the catering service, the concessionaires will insure that the catering service complies with all provisions of this contract.
  - b. Menu and prices are to be arranged with the concessionaire and the sponsor of the special event.
  - c. The concessionaire will pay a per head fee to the Beverly Recreation Department for each individual attending a catered functions. The concessionaire may charge the event organizer this service fee. The fee is separate form the price proposal for the general operation for the concession stand at Lynch Park.
  - d. The concessionaire may elect not to offer the catering service, at which time the event sponsors may select their own caterer for the special event.

- e. If the Concessionaire elects not to offer the catering service the concessionaire shall not be required to pay a per head fee to the Beverly Recreation Department for each individual attending a catered function.
15. The Concessionaire shall pay for all electricity used in the operation of the Food Concession Stand. Prior to the first day of operation of the Food Stand the Concessionaire must provide written proof to the Director of Recreation that the electricity used in the operation of the Food Concession Stand will be invoiced to and paid for by the Concessionaire.
  16. The City of Beverly has available for use by the concessionaire the following equipment. The City makes no guarantee or warranty as to the fitness or usability of this equipment. At the conclusion of this agreement Concessionaire agrees to return the equipment in the same condition it is in upon the execution of this agreement, reasonable use and wear excepted.

<b><u>CITY OWNED EQUIPMENT</u></b>	<b><u>QUANTITY</u></b>
Standup Freezer	1
Grill with Hood	1
Popcorn Dispenser	1
Hot Dog Rotisserie	1





## **INSURANCE REQUIREMENTS**

### INSURANCE REQUIREMENTS

- A. The Concessionaire shall purchase and maintain such insurance as will protect him from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage which might arise from and during operations under this Contract, whether such operations be by himself or by a Subcontractor or anyone directly or indirectly employed by either of them.
- B. Concessionaire shall not commence work under this Contract until he has obtained all insurance required herein nor until such insurance has been approved by the Owner. Concessionaire shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.
- C. Subcontracts: Concessionaire shall either (1) require each Subcontractor to procure and to maintain during the life of his Subcontract, Subcontractor has General Liability and Property Damage Insurance of same type and in such manner as specified herein, or (2) Insure activities of his Subcontractors on his own policy.
- D. All insurance required by this Document shall be provided by a Best "A+ VIII" rated company, or companies, authorized to do business in the Commonwealth of Massachusetts and satisfactory to the owner and shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.
- E. Certificates: Certificates of Insurance acceptable to the Owner shall be submitted in triplicate to the Owner simultaneously with the execution of the Contract. Certificates shall indicate that broad form Contractual Liability coverage is in force, as well as deletions of the XCU exclusions. Certificates shall contain a provision that the insurance company will notify the Owner by registered mail at least (30) calendar days in advance of any cancellation, non-renewal, change or expiration of the policies. Certificates shall include description of coverage, effective dates and expiration dates of policies and shall clearly indicate all exclusions (other than standard policy form exclusions contained in the basic policy) which will be added to the policies provided.
- F. Deductibles: In the event of paid claims, Concessionaire shall bear costs of any amounts deductible.

- G. The Owner shall be named as additional insured under all policies.

## COVERAGE AND LIMITS

- A. Workers' Compensation Insurance:

The Concessionaire shall maintain and cause all subcontractors and lower tier contractors to maintain Workers Compensation and Employers Liability Insurance in accordance with the law and regulations of the Commonwealth of Massachusetts. The limits of liability provided shall be as follows:

Coverage A:	Statutory
Coverage B:	\$500,000/\$500,000/\$500,000

- B. Contractor's Liability Insurance

The Concessionaire shall purchase and maintain Commercial General Liability Insurance and cause all subcontractors and lower tier contractors to maintain the same throughout the term of the Work. Commercial General Liability Insurance must with all applicable broad form endorsements. Such insurance shall be on the 1986 standard insurance Service Office occurrence coverage form (or any later amendments or revisions thereto).

Limits of liability to be provided shall be as follows:

Bodily Injury and Property Damages	\$1,000,000
Personal Injury and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Medical Payments	\$ 10,000

Coverage shall specifically include blanket contractual liability covering Contractor's indemnity obligations as contained in this Document. The City of Beverly must be added as an additional Insured as their interest may appear.

- C. Business Automobile Liability:

The Concessionaire shall maintain and cause all subcontractors and lower tier contractors to maintain business automobile liability insurance covering all owned, non-owned, leased, rented and hired automobiles (symbol 1). The limits of liability shall be as follows:

Bodily Injury and Property Damage: \$1,000,000 per occurrence

Automobile physical damage coverage shall be at the option of the

Concessionaire, all subcontractors and lower tier contractors. The Owner shall not be liable for physical loss or damage to any owned, non-owned, leased, rented or hired automobile.

The City of Beverly must be added as an additional insured as their interest may appear.

D. Umbrella or Excess Liability

Umbrella or Excess Liability shall be provided in excess of the primary limits of liability required above. Coverage shall be at least as broad as provided in the primary coverage required. The limits of liability to be provided shall be as follows:

\$2,000,000 per occurrence Bodily Injury and Property Damage  
\$2,000,000 per occurrence Personal Injury and Advertising Injury  
\$2,000,000 General Aggregate  
\$2,000,000 Products and Completed Operations Aggregate

INDEMNIFICATION

The Contractor shall take responsibility for the work and take all precautions for preventing injuries to persons and property in or about the work and shall bear all losses resulting to it on account of amount or character of the work. The Concessionaire shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out the Contract. The Concessionaire shall assume the defense of, and indemnify and save harmless, the Designer, the Owner, and their officers and agents from all claims relating to labor performed or furnished and materials used or employed for the work: to inventions, patents and patent rights used in and in doing the work unless injuries to any person or corporation received or sustained by or from the Concessionaire and its employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Concessionaire and its employees therein.

AGREEMENT BY AND BETWEEN  
THE CITY OF BEVERLY  
AND  
(CONTRACTOR)

This agreement made and entered into this (DATE OF AGREEMENT), by and between the City of Beverly, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the "City", by and through its Mayor, William F. Scanlon and (Contractor / Address), the Vendor.

ARTICLE I. The Vendor agrees to furnish and deliver services, materials, supplies, or equipment as follows:

(SUPPLY OR SERVICE) in accordance with the Invitation to Bid and to the extent not contradicted by the specifications and consistent with applicable law, the Vendor's Bid documents annexed hereto and incorporated hereby by reference marked Exhibit "A". This Contract is subject to and conditioned upon appropriation by the City.

ARTICLE II. The City agrees to pay for the sum of (Consideration) payable in monthly payments equaling 1/12 of the annual fee upon receipt of a monthly invoice.

ARTICLE III. The Vendor shall submit and conform to all determinations and directions of the designee of the City of Beverly relating to the services and its delivery, suitability, amount, quality and value of everything furnished or to any other questions which may arise as to the product and services and the time and manner of their delivery.

ARTICLE IV. If the Vendor shall fail to furnish and deliver any of said product and/or services as required under the terms of this agreement after the purchase order for same has been given to the Vendor or mailed to him/her at the business address stated in his/her proposal, the City, acting by the Purchasing Agent, may obtain the product and/or services ordered from any other source, and the City shall give to the Vendor or mail to him/her at the business address stated in his/her proposal, a notice, signed by the Purchasing Agent, that the Vendor has failed to carry out the contract to the satisfaction of the Purchasing Agent and as required by the terms of said Bid Document. Upon such default, the Purchasing Agent, may at his/her discretion and without further notice, cancel the contract.

ARTICLE V. Upon such default, the City may charge to the Contractor (and deduct from contract sums then or thereafter payable to the Contractor, if any there be) any and all costs and expenses incurred by the City as a direct or indirect consequence of such default, including, without limitation, any excess cost of material or service, any administrative costs or expenses, and all costs of collection of amounts payable by the Contractor hereunder (including reasonable attorney's fee).

ARTICLE VI. The contract is made subject to General Laws, Chapter 30B and all other laws of the Commonwealth, and the ordinances of the City, and if any clause hereof does not conform to such laws or ordinances, such clause shall be void and such laws or ordinances operative in lieu thereof.

ARTICLE VII. The Vendor shall furnish such bond as may be required by law (including without limitation M.G.L. c.149 §29) to insure the faithful performance of this contract, with a surety duly licensed to issue such bond in the Commonwealth of Massachusetts and satisfactory to the City.

ARTICLE VIII. In the performance of all work, after award and prior to completion of the contract work, the Vendor will not discriminate on grounds of race, color, religion, national origin, age or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials and of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph.

ARTICLE IX. The Vendor shall not assign this contract without express prior written consent of the City of Beverly.

ARTICLE X. The Vendor shall indemnify and save harmless the City of Beverly and all of its officers, agents and employees for any suits, causes of action, claims, judgments or other liability that may arise as a result of Vendor's action or failure to act. Certificates of Insurances shall be filed with the City if it so requires and shall be subject to its approval for adequacy of protection.

WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

City of Beverly

\_\_\_\_\_  
Michael P. Cahill, Mayor

Contractor  
**SAMPLE**

As to Appropriation:

\_\_\_\_\_  
Bryant Ayles, Finance Director