Proposer / Bidder Registration Form

It is the Bidder's responsibility to make certain they have received any/all addenda relating to their bid / proposal prior to the bid opening date. If you are downloading a bid we strongly encourage you to notify the City of Beverly Purchasing Department at dgelineau@beverlyma.gov and provide us with the following information. In the event an addendum is issued it will be sent to all bidders who have provided the City with this information.

Request for Proposal or Invitation for Bid Number: 15-018

Contact Name:

_____

Company Name:

_____

Address:

_____

City/Town: State: Zip Code:

_____ _____ _____

Phone:

_____

Fax:

_____

Cell:

_____

Email:

_____

CITY OF BEVERLY

15-018
LICENSE FOR FOOD CONCESSION AT DANE STREET BEACH

BIDS DUE:

TUESDAY, JUNE 9, 2015 @ 11:00 A.M.

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

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:_____

INVITATION TO BID
For
LICENSE FOR FOOD CONCESSION AT DANE STREET BEACH

The City of Beverly is seeking bids for the operation of a fully self-contained food concession on a specified 20 feet by 40 feet designated land area at Dane Street Beach. The City of Beverly will grant the successful bidder a license to operate a Food Concession at Dane Street Beach under the terms and conditions outlined in this invitation to Bid. The contract may be extended under the same terms and conditions for a maximum of two (2) additional one (1) year terms at the sole discretion of the City. Bids must be signed and submitted in a sealed envelope, clearly marked with the submitting firm's name and the words, "**Bid for License for Food Concession at Dane Street Beach**". The Contractor shall be required to submit a bid deposit in the form of a bid bond, or cash, or a certified check , or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the City of Beverly, in the amount of five hundred dollars ($500.00). Upon award of the contract, the bid deposits shall be returned to the bidders. Potential Bidders desiring a site visit may contact Purchasing Agent David Gelineau at dgelineau@beverlyma.gov. or (978-921-6000 x2350) to arrange the site visit. A minimum bid of not less than $1,000.00 is required. Submitting a bid price of less than $1,000.00 will render your bid non-responsive and result in your bid being rejected.

The City of Beverly shall provide 20 feet by 40 feet designated land area at Dane Street Beach for the operation of a fully self contained Food Concession Stand. The successful concessionaire must have the ability to provide all the utilities needed to properly and legally operate the Food Concession Stand. The successful concessionaire must completely clean and remove all items from the designated area daily.

BID RESPONSE REQUIREMENTS

1. Proponents must state the amount to be paid to the City for the granting of a license.

2. Concessionaire must carry general liability insurance and name the City of Beverly as additional named insured as its interest may appear per attached insurance requirements.

3. Concessionaire must meet the requirements of the State Sanitary code, have all required local and state licenses and permits and must provide copies to the Director of Recreation before the first day of the season.

4. Concessionaire will be responsible for litter pick-up within 100 feet of the designated area. If concessionaire fails in this task, a bill for any cleanup details will be sent and shall be paid for by concessionaire.

5. 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. The Director of Recreation shall have sole discretion to determine the condition of the premises.

6. The entire designated area must be cleaned daily to the satisfaction of the Director of Recreation.

7. 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.

8. All placements of signs and locations for equipment must be approved by the Director of Recreation.

9. The concessionaire shall provide to the Director of Recreation a list of all employees assigned to the concession stand. CORI checks may be required of all staff 18 years and older.

10. 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. During special event nights, the stand shall remain open until 8:00 PM or until the conclusion of the event.

11. Concessionaire shall provide a sufficient number of trash receptacles, to collect all trash generated during the daily operation of the food stand. The trash receptacles shall be removed at the close of business each day. The trash receptacles must be emptied off site, daily, at the concessionaire's own expense.

12. The concessionaire must maintain the area, all equipment and supplies in a neat and orderly fashion at all times. All vehicle(s), which are placed at the site, must be Massachusetts registered, inspected and insured as per the insurance requirements of the City of Beverly. All equipment used by the concessionaire shall be subject to inspection for sanitation, safety, and appearance and all equipment shall be subject to approval or rejection by the City of Beverly at any time. The concessionaire shall immediately replace rejected equipment.

13. List of equipment to be provided by bidder:

_____
_____
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License for Food Concession at Dane Street Beach 15-018

PRICE SHEET

The City of Beverly shall permit the operation of a Food Concession at Dane Street Beach. 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 in words and the bid in numbers, the higher price shall govern. Interlineations, alteration or erasure will void any bid.

A minimum bid of not less than $1000.00 is required. Submitting a bid price of less than $1000.00 will render your bid non-responsive and result in your bid being rejected.

$ _____

Written in Words_____

Company/Individual Name _____

Address _____

Phone _____

Email Address _____

Contact Person _____

Authorized Signature _____

Print Name _____

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, Michael P. Cahill 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 Vendor agrees to pay for the sum of (Consideration) due and payable prior to the first day of operation.

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, suitableness, 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 sec 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

Contractor

SAMPLE

Michael P. Cahill, Mayor

As to Appropriation:

Bryant Ayles, Finance Director

CITY OF BEVERLY

DEPARTMENT OF
PROCUREMENT & CONTRACT ADMINISTRATION
191 Cabot Street
Beverly, Massachusetts 01915

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

A. The General Contractor 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. Contractor 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. Contractor shall not allow any Subcontractor to commence work until the insurance required of the Subcontractor has been obtained and approved.

C. Subcontracts: Contractor 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 (60) 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, Contractor shall bear costs of any amounts deductible.

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

H. Before any blasting is done, Contractor shall present evidence that blasting damage is included in his insurance coverage.

COVERAGE AND LIMITS

A. Workers' Compensation Insurance:

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 Contractor and its employees therein.