Request for Proposals
CITY OF NEW BEDFORD
CITY OF PARK COMMISSIONERS

OPERATE FOOD CONCESSION AT FORT TABER

New Bedford, Massachusetts

19650045

March 11, 2019

Jonathan Mitchell
Mayor

Dept. of Parks, Recreation and Beaches
181 Hillman Street
New Bedford, MA 02740
PROCUREMENT CALENDAR

RFP Out: Monday, March 11, 2019
Walk Through: Monday, March 18, 2019 at 10:00 am
Questions Due: Wednesday, March 20, 2019 by 4:00 pm
Questions Answered: Friday, March 22, 2019 by 4:00 pm
RFP Due: Friday, March 29, 2019 at 11:00 am
CITY OF NEW BEDFORD
MASSACHUSETTS

REQUEST FOR PROPOSALS #19650045
TO OPERATE FOOD CONCESSION AT FORT TABER

The City of New Bedford, acting by and through its Park Commissioners, hereby solicits proposals, from private individuals and/or corporations to operate and manage a FOOD CONCESSION from a 2,400 sq. ft. City owned stand located at Fort Taber Park.

Sealed bids will be received by the Purchasing Department, in the office of the Purchasing Agent, Room 208, City Hall, 133 William Street, New Bedford, Massachusetts, 02740, during business hours, until the date and time of the bid opening.

Proposals will be received until
March 29, 2019 at
11:00 A.M. Prevailing Time

Contract Documents, including the Information for Bidders, Form of Bid, Form of Contract, Specifications, and other Contract Documents, may be obtained on Monday, March 11, 2019 via email to Purchasing@newbedford-ma.gov or www.newbedford-ma.gov to download the documents.

An original and three (3) copies of each proposal must be submitted according to the requirements stated in the Request for Proposals. A deposit of five percent (5%) of the Price Proposal in the form of Certified Check, Certificate of Deposit, or Bid Bond, payable to the City of New Bedford, Massachusetts, must be submitted with each Proposal. Proposals that do not include proper deposits will be rejected. All proposal prices must remain firm for thirty (30) days and may not be withdrawn until thirty (30) days, after the proposal opening date, excluding Saturdays, Sundays, and legal holidays. The most advantageous proposal, considering price and all evaluation criteria, will be selected.

There is a walk through scheduled for Monday, March 18, 2019 at 10:00 at the Concession Stand, Fort Taber park, New Bedford, MA.

Proposals must include ALL DOCUMENTS required by the Request for Proposals and strictly follow its instructions. The Awarding Authority reserves the right to waive any informality, reject any or all proposals, or accept other than the highest priced proposal.

AWARDING AUTHORITY
CITY OF NEW BEDFORD
Susan Bruce, Director of Purchasing
I. GENERAL PROPOSAL DESCRIPTION

The City of New Bedford, acting by and through its City of Park Commissioners, (the "City") hereby solicits proposals from private, non-profit corporations, to operate and manage a 2,400 sq. ft. refreshment concession stand at Fort Taber Park. The City will enter into a contract with the successful proposer to provide services at Fort Taber Park upon the terms and conditions herein outlined.

The City will enter into a (1) season agreement granting the successful Proposer the contract to provide refreshment services at Fort Taber with a city-retained option to renew. The agreement is expected to commence on May 1, 2019, and terminate October 1, 2019. The City reserves an option to renew the agreement for two additional one (1) year seasonal terms (2020 and 2021). For all purposes of the agreement, a seasonal term is defined as the period between May 1 and October 1.

II. GENERAL PROPOSAL CONDITIONS

In order to be considered, a proposal must be prepared in accordance with the requirements specified in this Request for Proposals to Operate Food Concession at Fort Taber ("RFP") dated March 11, 2019. Interested parties shall submit a signed completed original and three (3) copies of their proposals. The “Non-Price Proposal” and “Price Proposal” shall be submitted in the same envelope. Proposals must be mailed or hand-delivered to:

City of New Bedford  
Purchasing Department  
133 William Street  
New Bedford, MA 02740  
ATTN: Susan Bruce, Director of Purchasing

The envelope containing the proposals must be marked clearly, Proposal #19650045 Operate Food Concession at Fort Taber", and identify the name and address of the proposer.

Proposals must be received at the above address by 11:00 am, on or before March 29, 2019, prevailing time. Any proposal received after this date and time will not be considered and will be returned to the proposer unopened. Proposals transmitted by fax or e-mail will not be accepted.

The City reserves the right to waive any informality in the proposals, to reject any or all proposals, or to accept any proposal it deems to be in the best interest of the City of New Bedford. What constitutes informality or grounds to accept or reject any proposal shall be in the sole discretion of the City of New Bedford. The City may cancel this RFP or
reject in whole or in part any and all proposals, if the City determines that cancellation or rejection serves the best interests of the City.

A proposer may correct, modify, or withdraw a proposal by written notice received by the City prior to the time and date set for the proposal opening. Proposal modifications must be submitted in a sealed envelope clearly labeled "Modification No.__." Each modification must be numbered in sequence and must reference the original RFP. No proposal may be withdrawn, subsequent to the opening of the proposal, until thirty (30) days after the date of the proposal opening, excluding Saturdays, Sundays and legal holidays.

After the proposal opening, a proposer may not change any provision of the proposal in a manner prejudicial to the interests of the City or fair competition. Minor informalities will be waived or the proposer will be allowed to correct them. If a mistake and the intended proposal are clearly evident on the face of the proposal document, the mistake will be corrected to reflect the intended correct proposal, and the proposer will be notified in writing; the proposer may not withdraw the proposal. A proposer may withdraw a proposal if a mistake is clearly evident on the face of the proposal document, but the intended correct proposal is not similarly evident.

All proposal prices submitted in response to this RFP must remain firm for thirty (30) days following the opening of the price proposals. A proposal deposit that is at least five (5) percent of the price proposal amount must accompany each Proposal. Proposal deposits may be in the form of Certified Check, Certificate of Deposit, or Bid Bond, made payable to the City of New Bedford, Massachusetts.

A proposal must be signed as follows: 1) if the proposer is an individual, by her/him personally; 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

If the proposal is being submitted by an entity other than an individual, partnership or corporation, the proposal must include written evidence of the proposer’s authority from the entity to submit the proposal in the form of legally binding documentation.

The City of New Bedford is an Equal Opportunity/Affirmative Action employer. Minority/Female/Handicapped/Veteran proposers are encouraged to apply.

III. SELECTION PROCESS

The City will establish a Selection Committee (the “Committee”) consisting of a representative of the Parks Department and a representative of the Park Board. The Committee will screen the proposals to ensure that all required submittals are included and that the proposal meets the Minimum Evaluation Criteria set forth below. For proposals that are deemed by the Committee to be complete and to have met the
Minimum Evaluation Criteria, the Committee shall assign a rating of highly advantageous, advantageous, not advantageous or unacceptable for each of the Comparative Evaluation Criteria set forth below and state in writing the reasons for each such rating. Any proposal that receives an “unacceptable” rating under any of the individual Comparative Evaluation Criteria may be rejected.

Thereafter, the Committee will assign an overall composite rating of highly advantageous, advantageous, not advantageous or unacceptable to each proposal and state in writing the reasons for each such rating. The Committee may specify in writing any revisions to the Plan of Services submitted under Section V that it thinks should be obtained by negotiation prior to award of the contract. If the two committee members cannot agree on the respective ratings, a third committee member will be appointed from the Park Board to resolve the question.

Top-ranked proposers may be asked to deliver an oral presentation before the Committee and answer questions regarding their respective proposals. If the Committee decides to question any proposer, it should ask the same question(s) of all proposers giving an oral presentation. Any such presentation will be subject to evaluation under Comparative Evaluation Criteria 8.6.

After the Committee has rated all of the responsive and responsible proposals according to the proposals, the Committee will make recommendation to the Chief Procurement Officer who will then award the contract to the selected proposer. The Chief Procurement Officer may condition the award on successful negotiation of the revisions specified in the Committee’s evaluations. If other than the highest priced proposal is selected, the Chief Procurement Officer shall explain in writing why the added benefits of the selected proposal justify the lower price.

IV. SERVICES REQUIRED; GENERAL TERMS OF AGREEMENT

The successful proposer shall provide the following services and manage and operate the refreshment concession at Fort Taber Park upon the following terms:

1. Service: Food and non-alcoholic beverages will be prepared and dispensed from the city owned food stand located at Fort Taber Park, located at the intersection of East Rodney French Boulevard and South Rodney French Boulevard, New Bedford, Ma. Concessionaire shall confine its activities to the food stand licensed by it under the terms of this agreement.

2. Term of Agreement: The term of this agreement will be for the 2019 season commencing on **May 1, 2019**, and concluding on **October 1, 2019**, unless the City exercises its option to renew said agreement for up to two (2) additional seasonal terms.

3. Scope of Concession: Concessionaire shall provide refreshment services to the general public from the city owned food stand at Fort Taber Park. The Proposal should state food items and drinks to be offered and types of containers or wrappings to be used.
Concessionaire may not sell alcoholic beverages or tobacco products. Proposed menu should include sandwich items such as hotdogs, hamburgers, etc., and also the following: cold drinks, such as soda, punches, milk, hot drinks including coffee; ice cream products; chips, popcorn, and similar snack items. Prior to the award of the contract, the concessionaire and the Park Department must agree upon the menu, and the Director of Recreation/Parks must approve any additions or deletions.

4. Employees: Concessionaire shall train and supervise employees to ensure they are competent and able to deal with the public in a courteous manner. Since the food stand is located adjacent to a public playground, Concessionaire shall be required to certify in writing that it has obtained criminal history checks on each employee, and, to the best of its knowledge, the organization has no employees and/or volunteers with criminal backgrounds. The City reserves the right to prohibit any individual whose actions may be detrimental to the Fort Taber Park and individuals utilizing the facility from working under this contract.

5. Maintenance of Concession Area: Concessionaire shall implement a system and means to clean up and dispose of trash generated through the operation of the refreshment stand. The Concessionaire shall not simply use City owned trash facilities for this purpose. Concessionaire shall provide adequate garbage and refuse containers, which shall conform in appearance to the existing containers. Concessionaire will be required to monitor use of the public bathrooms at the concession building in order to prevent vandalism to public bathrooms. Concessionaire will also control the public bathrooms in the concession building; for ensuring a reasonable means for public access to these bathroom facilities; and for properly maintaining and cleaning said bathrooms.

6. Hours and Dates of Operation: Concessionaire may set hours of operation as it sees fit as long as they conform to the local and state ordinances and do not begin before 8:00 a.m. or terminate after 9:00 p.m. daily. The Concessionaire may only operate the facility between May 1 and October 1 of each contract year.

7. Insurance: Applicant must provide insurance for the duration of the contract with a minimum public liability insurance policy of one million dollars ($1,000,000.00) per person with the City of New Bedford and the Board of Park Commissioners named as co-insured and property damage insurance in an amount not less than $50,000.00 naming the City of New Bedford and the Board of Park Commissioners as additional insureds.

8. Equipment: With the prior written approval of the City, the Concessionaire may furnish and install at their own expense any materials, furniture, supplies, etc. not supplied by the New Bedford Park Department. The Director of Recreation/Parks will have the final decision on the installation of the above.

The equipment listed below is provided by the New Bedford Park Department.

One (1) Upright Stainless Steel single door Beverage Air Refrigerator Model # ABV-EF24-1AS
One (1) Upright Stainless Steel single door Beverage Air Freezer Model # ABV-EF24-1AS

One (1) Upright single glass door Beverage Air Cooler Model # MT27

One (1) Hussman ice cream dipping and storage chest.

One (1) Beverage Air refrigerated two- (2) door sandwich bar.

One (1) Hotdog steamer

One (1) Amana Commercial Microwave

Three Stainless Steel shelving units installed.

One (1) Lakeside Stainless Steel Cart on wheels.

One (1) Stainless Steel Table 18x30

One (1) Stainless Steel table 24x30

One (1) Stainless Steel 24x48

One (1) round stainless steel table

Two (2) Stainless Steel chairs

Three (3) Aluminum storage racks

Two (2) Vita-Mix Shake machines

One (1) deep well sink installed

One (1) three bay stainless steel sink installed

One (1) single bay stainless steel hand wash sink installed.

One (1) fire extinguisher

9. **Utilities, Taxes, and Other Charges:** Concessionaire shall contract for and pay for utilities, water or other charges incurred or assessed against the operation of the concession. Concessionaire shall pay promptly all taxes, excise or license fees of whichever nature, applicable to this operation and take out and keep current all licenses, municipal, state, or federal required of the business, and further shall not permit any of
said taxes, excise fees, or license fees to become delinquent. The Concessionaire is not responsible for property taxes.

10. Alterations, Repairs, & Improvements: Concessionaire shall not make any alterations, repairs, or improvements to the food stand without obtaining the prior written consent of the City. Request to make alterations, repairs, or improvements must be made in writing. Any such permitted alterations, repairs or improvements shall be made at the expense of the concessionaire and shall become the property of the City of New Bedford.

11. Compliance with Laws: Concessionaire, its designated professional on-site Concessions Manager, and employees shall observe and comply with all laws, statutes, ordinances, rules, and regulations of the United States government, the Commonwealth of Massachusetts, the City of New Bedford, or any department or agency of the above. In particular, Concessionaire, its designated professional on-site Concessions Manager, and employees shall comply with the New Bedford City of Health licensing and/or permitting requirements and the Rules and Regulations of the New Bedford Board of Park Commissioners.

12. Compliance with National Park Service Covenants: The Concession Stand is located within the “New Park Property” described in the Release Agreement and Declaration of Covenants between the City and the National Park Service, dated October 8, 1992 and amended January 18, 1996 (hereinafter referred to collectively as “Release Agreement”), and is subject to all covenants contained in the aforementioned Release Agreement. The Contract / License Agreement executed by the parties will need to be consistent with the requirements of the National Park Service.

The Concessionaire shall conduct all activities within Fort Taber Park, pursuant to this Concession License, in compliance with the Release Agreement and shall acknowledge and agree that the validity of this License Agreement is contingent upon receiving a determination from the National Park Service that the License and the use of the site by the Concessionaire is consistent with paragraph F.2.c. of the aforementioned Release Agreement.

13. Signage: Concessionaires will not post any signs without obtaining the prior written consent of the Director of Recreation/Parks.

14. General Operations and Management Requirements: The Park Department reserves the right to add or delete provisions as necessary at its sole discretion prior to the signing of the Agreement.

a. Concessionaire shall maintain the Concession in good condition at all times, both exterior and interior.

b. Concessionaire shall service the public in accordance with the provisions set forth in its proposal and the signed Agreement.
c. Vending machines shall not be permitted without the written approval of the Park Department.

d. Park Department shall approve all on-site advertising.

e. The Concessionaire shall comply with all federal, state, and local laws applicable to the facility and its activities on the property and under the Agreement; and shall cause its employees, agents and contractors to do the same.

f. All employees shall wear identifiable name tags. The Concessionaire shall provide a sufficient number of employees to provide efficient service to the public. The Concessionaire shall hire qualified/competent employees.

g. Each day, the Concessionaire shall dispose of trash by removing it from the premises to an authorized disposal area, other than Park Department receptacles. Said removal and disposal shall be at the Concessionaire’s expense. At season-end, the concession area must be broom swept and in an orderly condition acceptable to the Park Department. Additionally, all tables (and similar) must be washed with water daily. No extraneous materials may be left on the tables (e.g., no grease stains, no chewing gum).

h. Park Department (or designee) reserves the right reasonably to object to the character of service and/or any particular scope of the deliverance and any objectionable condition and may require said service be discontinued or remedied. Concessionaire must remedy request within forty-eight hours of written notification, to the satisfaction of the Park Department (or designee).

i. The Concessionaire shall pay for all utilities (e.g. electric, water, and gas), telephone charges, and sewerage charges. If Park Department has provided separate meters for the utilities, the Concessionaire is responsible for arrangements and cost associated with utility service and shall pay the provider directly in a timely manner.

j. Build-out of the concession area shall be at the expense of the Concessionaire and shall be subject to periodic inspection and final approval by the Park Department or designee. Prior to commencement of any work on Park Department property, plans and specifications must be submitted to the Park Department or designee for approval. All improvements to the concession area shall immediately become the property of the Park Department with the exception of personal equipment of the Concessionaire that can be removed without damage to the building. Said improvements affixed to the concession stand become fixtures of the property and may not be removed.

k. The Concessionaire must comply with and strictly enforce health, environmental and sanitary standards and conditions as regulated by the local bylaw and state
regulations, including environmental regulations and any administrative order applicable to neighboring fresh and salt-water sources.

1. The Concessionaire must identify all leased equipment to be used on the premises prior to the execution of the Agreement. The Concessionaire shall also notify the Park Department in writing of any leased equipment brought onto the premises after the execution of the Agreement. Any equipment, leased or otherwise, that is affixed in a permanent manner (e.g. plumbing, sinks, hard-wired appliances, built-in refrigeration equipment, or exhaust, fume, and fire suppression systems) shall be deemed a fixture and becomes the property of the Park Department. Prior to installation, Concessionaire shall request in writing permission of the Park Department. Upon the termination of the Agreement term, Concessionaire bears the responsibility for fulfilling any remaining obligations under the Agreement, and the Concessionaire covenants that title to the fixtures passes directly to the Park Department prior to Concessionaire vacating the premises.

m. Any damage to the concession building or surrounding areas caused by the installation or removal of equipment or improvements shall be repaired to a condition satisfactory to the Park Department at the Concessionaire’s sole expense.

n. Any damage to the concession building or surrounding areas must be repaired to a condition satisfactory to the Park Department at the Concessionaire’s sole expense.

o. Serving counters shall not be used for open display of food or other products and shall be kept clear (except for items such as napkins, salt, pepper, sugar, etc.). All condiments are to be stored in containers appropriate for the beach environment and to keep trash at a minimum.

p. The Park Department requests that Concessionaire provide healthy choice menu offerings on all food and beverage menus.

15. Concessionaire Is Licensee: The Concessionaire shall not hold itself out as claim to be an officer or employee of the City of New Bedford and shall not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City of New Bedford (including, but not limited to, workers compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit).

Nothing herein contained shall create or be construed or implied as an agency relationship or partnership between the Concessionaire as an agent of the City of New Bedford.

Concessionaire acknowledges that the Agreement does not confer any rights in real property to the Concessionaire. The Concessionaire may enter and use the premises solely
for those purposes contained in the Agreement. Concessionaire shall agree that its status in
the occupation of the concession premises is that of a licensee of the City of New Bedford.

16. Assignment and Subletting: The Concessionaire agrees that it shall not assign,
sublease, transfer or otherwise dispose of its management responsibilities or of any right,
interest or use of the Concession or premises covered by the Agreement without prior
written approval of the Park Department. Any such disposition without the consent of the
Park Department shall constitute a material breach of the Agreement, which shall be cause
for immediate termination of the Agreement by the City.

The City shall not be obligated to recognize any right of any person or entity to any interest
in the Agreement or to any rights in equipment, structures, or property of Concessionaire at
the premises.

Concessionaire may not enter into any agreement with any entity or person except
employees of the Concessionaire to exercise substantial management responsibilities for
operation of the Concession without the prior written consent of the Park Department (or
designee).

In the event of any unapproved or prohibited transfer or encumbrance by the
Concessionaire, or in the event of any default of its obligations to persons or entities which
are not a party to the Agreement, such person or entity shall not be deemed to have
acquired operating rights, or privileges, or title to the Concession or property of the City,
Park Department, or the Concessionaire.

17. Non-Discrimination in Employment and Affirmative Action: Concessionaire shall
not discriminate against any qualified employee or applicant for employment because of
race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or
sexual orientation. Concessionaire agrees to comply with all applicable federal and state
statutes, rules and regulations prohibiting discrimination in employment including but not
limited to: Title VII of the Civil Rights Acts of 1964; the Age Discrimination in
Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; Massachusetts
General Laws Chapter 151B, §4(1); and all relevant administrative orders and executive
orders, including Executive Order 227 and Executive Order 246.

If a complaint or claim alleging violation by the Concessionaire of such statutes, rules or
regulations is presented to the Massachusetts Commission Against Discrimination
(MCAD), the Concessionaire and its agents agree to cooperate fully with MCAD in the
investigation and disposition of such complaint or claim. Concessionaire agrees to assume
all legal fees and costs in connection with the defense of such claim. In the event of
noncompliance with provisions of this section, the City shall impose such sanctions, as it
deems appropriate, including, but not limited to, termination or suspension of the
Agreement. The MCAD shall be responsible for determining compliance with this section.
V. PROPOSAL SUBMISSION

All Proposals shall contain the items listed below in the sequence presented:

1. A summary of the Proposer’s overall concession experience, staffing, years in business and principal business enterprise. Include hereunder the resume(s) of the Proposer’s principal(s).

2. A detailed description of the Proposer’s concession experience during the past five (5) years with concessions similar in size, nature and complexity to the Fort Taber Concession.

3. Resumes and qualifications of key personnel proposed to staff the Concession, designating which will directly provide on-site concession management and which will provide off site support for the Concession. For each such key employee, state whether he or she is to be assigned to the Concession on a full-time or part-time basis, and if part-time, the actual time to be allocated to the concession. Identification of the Concession’s primary contact is required, and the primary contact shall not be changed during the term of the agreement without the permission of the New Bedford Park City.

4. A plan detailing how the Proposer intends to staff and support the Concession for the duration of the Term. The Proposer should include in the plan an organizational chart and employee staffing schedule.

5. A proposed Plan of Services addressing the Services Required under Section IV above. The proposed Plan of Services should respond to each of the Services Required sequentially. Hereunder, the Proposer should address any key issues associated with the performance of the Services Required as well as any unusual conditions or problems it believes may be encountered in the operation and management of the Concession.

6. A proposed schedule detailing the time frame in which the Proposer intends to begin operation of the Concession. Include here the proposed hours of operation of the Concession by day (Sat., Sun., Mon., etc.)

7. A list of names, addresses and telephone numbers of clients for whom the Proposer has operated and managed a concession similar to the Fort Taber Concession and whom the City may contact as references for the Proposer.

8. a. Proposed budget, including operating costs;
b. Financial statements for the last two fiscal years, audited by a certified public accountant, (including profit and loss statements, balance sheets, and cash flow) or copies of signed and filed Federal and State tax returns for the prior two fiscal years and unaudited financial statements;
c. Written bank reference from a FDIC insured institution or a Credit report.
9. A proposed concession menu.

VI. PRICE
Proposals must include a completed Price Proposal Form in response to this RFP. (The Price Proposal Form is Attachment “A” to this RFP.) The completed Price Proposal Form and Proposal Deposit must be included submission. All price proposals must be for this season, May 1, 2009 to October 1, 2009. Price proposals must list, in writing and a numerical value, a total fee to be paid under the agreement and the amounts to be paid on May 1, 2009, July 1, 2009 and September 1, 2009, which shall represent one-third (1/3) of the total fee, respectively. In case of discrepancy between the written and numerical value, the written value will be used for the purpose of the price proposal.

VII. MINIMUM EVALUATION CRITERIA
The Committee will consider a proposal as being responsive and responsible if it meet the following Minimum Evaluation Criteria:

1. Proposals must follow the format and content required by the RFP.

2. The name of the proposer must appear on the front of each proposal.

3. Certificate of Non-Collusion: Proposals must include an executed Certificate of Non-Collusion, attached as Attachment “B” to this RFP.

4. Proposals must include a statement of the proposer’s overall concession experience, staffing and number of years in business.

5. Proposals must include resumes and qualifications of all managers that will provide on-site direction for the concession and its employees.

6. Proposals must include references required under the Non-Price Proposal.

7. Proposals must include a proposed Plan of Services showing how proposer will meet the requirements set forth and numbered 1 thru 17 under Section IV, Services Required and Terms.

8. Proposals must include a proposed menu for the concession.

9. Certificate of Tax Compliance: Proposals must include an executed Certificate of Tax Compliance attached as Attachment “C” to this RFP.

10. Certificate Re: Undocumented Workers: Proposals must include an executed Certificate Re: Undocumented Workers attached as Attachment “D” to this RFP.

11. Vote of Corporation Authorizing Execution of Corporate Agreements: If the proposal is submitted by a corporation, the proposal must include an executed
Vote of Corporation Authorizing Execution of Corporate Agreements attached as Attachment “E” to this RFP.

12. Proposed use of concession area and facilities and proposed capital improvements, repairs & replacements.

VIII. COMPARATIVE EVALUATION CRITERIA

HA = Highly Advantageous, A = Advantageous, NA = Not Advantageous, U = Unacceptable

The Committee will use the following criteria to evaluate the non-price proposals:

8.1 Successful experience, verified by references, if possible, within the past five years with comparable concessions.

HA: Includes more than three examples of successful concessions.
A: Includes one to three examples of successful concessions.
NA: Includes one or more examples of concessions that prove to be less than successful.
U: Cites no concession experience, or all experience cited proves to be less than successful.

8.2 The quality of the proposed Plan of Services. (Include proposed use of concession area and facilities and proposed capital improvements, repairs & replacements).

HA: Describes with particularity how all 17 requirements under Section IV, Services Required, will be met. Proposed use of concession area and facilities and proposed capital improvements, repairs & replacements are exceptional.
A: Describes generally how all 17 requirements under Section IV, Services Required, will be met. Proposed use of concession area and facilities and proposed capital improvements, repairs & replacements are reasonable.
NA: Describes generally how most requirements under Section IV, Services Required, will be met. Proposed use of concession area and facilities are standard. No proposed capital improvements, repairs or replacements.
U: No Plan of Services.

8.3 The quality and relevance of references.

HA: Excellent references for more than three similar concessions.
A: Excellent references for one to three similar concessions.
NA: Less than excellent references on similar concessions.
U: No references for similar concessions.
8.4 The ability to commit the resources necessary to complete the Services Required under Section IV above for the duration of the Agreement.

HA: More than sufficient staff and resources available and committed.
A: Sufficient staff and resources available and committed.
NA: Sufficient staff and resources available, but insufficient commitment.
U: Insufficient staff and resources available.

8.5 Financial Information, Budget, and Insurance including: ability to meet operating and capital expenditures, including emergencies; financial strength and resources of organization; substantiated liquid assets; documented availability of credit; banking references and current financial obligations.

HA: Strong financial stability documented by 2-years financial statements and credit references.
A: Strong financial stability documented by 2-years financial statements or credit references.
NA: Adequate financial stability documented by 2-years financial statements or credit references.
U: Weak finances, or information provided is insufficient to make a determination.

8.6 Interview on non-price proposal and Plan of Services

HA: Proposer comprehended all contract obligations, fully explained Plan of Services, demonstrated superior grasp of overall concession operations and management, and was thoroughly prepared.
A: Proposer comprehended most contract obligations, fully explained Plan of Services, demonstrated good grasp of overall concession operations and management, and was adequately prepared.
NA: Proposer did not comprehend most contract obligations or adequately explain Plan of Services; did not demonstrate adequate grasp of overall concession operations and management, and was not adequately prepared.
U: Proposer did not comprehend the contract arrangement or adequately explain Plan of Services; or did not demonstrate a grasp of overall concession operations and management, and was poorly prepared.

8.7 Proposed menu including quality and affordability of products offered and healthy choice menu offerings.

HA: Menu is diverse and interesting and provides a good mix of hot and cold foods and healthy choice menu offerings. Offers traditional seaside fare (fried clams, scallops, fish), snacks and cold drinks. Ice cream available. Prices are reasonable.
A: Menu is diverse and interesting and provides a good mix of hot and cold foods and healthy choice menu offerings. Prices reasonable. Either seaside fare or ice cream is unavailable.
NA: Menu is more standard hot dog and hamburger fare with snacks and cold drinks.
Prices reasonable.

U:  Menu is more standard hot dog and hamburger fare with snacks and cold drinks.
Prices unreasonable.

IX: RULE FOR AWARD

The City will select the responsive and responsible proposer submitting the most advantageous proposal, taking into consideration all of the evaluation criteria as well as the proposed price.

X: MISCELLANEOUS

1. Disclaimer: The City of New Bedford assumes no responsibility and no liability for costs incurred relevant to the preparation of responses to this RFP. The City shall bear no responsibility or liability due to copies of revisions lost in mailing or not delivered to a prospective proposer due to unforeseen circumstances. Proposers must acknowledge receipt of all addenda within their responses to this solicitation.

2. Additional Information: Questions concerning this request for proposals shall be submitted in writing to: Debra Travers, 133 William Street, New Bedford, MA 02740 before 3:00 p.m. on April 3, 2009. Questions may be delivered, mailed or faxed. City responses will be mailed or faxed to all proposers on record as having picked up the RFP through an Addendum to this RFP.

3. Written Agreement: The selected proposer will be required to execute an Agreement in a form similar to the one attached hereto as Attachment “F__”

4. Proposal Ownership: All proposals including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the Awarding Authority, and will not be returned to the applicant, except as provided in Section “II__” above, herein.

5. Liability and Indemnity: The exercise of this licensed use shall constitute Concessionaire’s acceptance of complete liability and responsibility for Concessionaire’s use of the property and its actions and the actions of its members, guests, invitees, agents and employees upon the site, and an agreement that the Concessionaire will indemnify, defend and hold harmless the City against any and all claims that may arise therefrom. Further, the Concessionaire will not make any claims against the City for any injury, loss or damage to persons (including bodily injury or death) or property occurring from any cause arising out of the authorized use by the Concessionaire, its agents or guests.

ALL PROPOSALS SHALL BE DEEMED TO BE MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE EXISTING FACILITY CONDITION. ALL LIMITATIONS OR CONDITIONS REGARDING A PROPOSAL SUBMISSION MUST BE CLEARLY STATED IN THE PROPOSAL.
CITY OF NEW BEDFORD, MASSACHUSETTS
ATTACHMENT “A”

PROPOSAL PRICING SHEET

PROPOSAL PRICE:  (For 2009 season, May 1, 2019 to October 1, 2019)

(Written Amount)

(Numerical Amount)

Proposer’s Name

Proposer’s Telephone #

By:

Signature and Title

Proposer’s Fax #

Name (Print):

Proposer’s E-Mail

Proposer’s Address:
CITY OF NEW BEDFORD
 MASSACHUSETTS

ATTACHMENT “B”

NON-COLLUSION AND TAX COMPLIANCE FORM

CERTIFICATE OF NON-COLLUSION

The undersigned certified under penalties of perjury that this 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 other organization, entity or group of individuals.

________________________
Signature of individual submitting Proposal

________________________
Name of business/organization

ATTACHMENT “C”

TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes reporting of employees and contractor, and withholding and remitting child support.

________________________
Signature of person submitting Proposal

________________________
Name of business
CITY OF NEW BEDFORD, MASSACHUSETTS
ATTACHMENT “D”

CERTIFICATE RE: UNDOCUMENTED WORKERS

As evidenced by the signature of the Proposer’s authorized signatory below, the Proposer certifies under the pains and penalties of perjury that the Proposer shall not knowingly use undocumented workers in connection with the performance of any contract with the City of New Bedford; that pursuant to federal and state requirements, the Proposer shall verify the immigration status of all workers assigned to such contracts without engaging in unlawful discrimination; and that the Proposer shall not knowingly or recklessly alter, falsify or accept altered or falsified documents from any such worker(s). The Proposer understands and agrees that breach of any of these terms during the period of any contract may be regarded as a material breach, subjecting the Proposer to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

Proposer’s Authorized Signature

Printed Name

Date
Attachment “E”

City of New Bedford, Massachusetts

VOTE OF CORPORATION AUTHORIZING EXECUTION OF CONTRACT

At a meeting of the City of Directors of ______________________ duly called and held on ______________________ at which a quorum was present and acting throughout, the following vote was duly adopted.

VOTED: That ______________________ ______________________ of the corporation be and hereby is authorized to sign the contract and deliver in the name and on behalf of corporation a contract with:

The City of New Bedford, MA

For performing services, all in such form and on such terms and conditions as he/she, by the execution thereof, shall deem proper.

A true copy:

ATTEST:

If the vendor accepts this contract and then fails to supply the commodity/service as ordered by the City of New Bedford, and if the City decides to legally pursue this non-supply, then the vendor agrees to the jurisdiction of the appropriate court in the of Massachusetts.

(Affix Corporate Seal)

______________________________

Clerk of the Corporation
ATTACHMENT “F”

Concession Agreement

This Concession Agreement, hereinafter referred to as the “Agreement” is made and entered into this _____ day of _____, 2019, between the City of New Bedford, Massachusetts acting through its Mayor and Board of Park Commissioners, hereinafter referred to as the “City” and __________ hereinafter the “Concessionaire.”

Witnesseth:

Whereas, the City of New Bedford, MA owns certain building totaling 2400 square feet, known as the food concession stand at Fort Taber Park, located on the east side of Fort Taber Park; hereinafter referred to as the “Licensed Premises”. [This is a portion of the property obtained by the City from the United States of America (hereinafter the “USA”), as surplus property, known as Fort Taber Park, and referenced in a Release Agreement and Declaration of Covenants between the City and the National Park Service, (hereinafter “NPS”) dated October 8, 1992, as amended, attached hereto as “Exhibit A”,]

Whereas, Condition No. 2C of said Release Agreement and Declaration of Covenants provides that the City will not sell, lease, assign or otherwise dispose of the New Park Property, except to another eligible governmental agency. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the approved application, through concession agreements entered into with third parties, provided prior concurrence to such agreements is provided in writing by the Secretary of the Interior or his/her delegated representative, NPS.

Whereas, the City and Concessionaire desire to provide a food service on a portion of Fort Taber Park for the use and benefit of the general public.

Whereas the City is satisfied that provision of additional authorized services and facilities at Fort Taber Park is in the City’s best interest;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Concessionaire to provide food concession services hereinafter to be mentioned upon a portion of the real property described in “Exhibit A” attached hereto and incorporated herein by this reference and located within Fort Taber Park.

1. **Location:** The City does hereby assign to the Concessionaire the use of the food concession building which is a portion of Ft. Taber Park, as described in “Exhibit A”.

2. **Use of Premise:** Concessionaire shall use, occupy and maintain the premises herein assigned in a businesslike, careful, clean and non-hazardous manner for the sole purpose of selling food in strict accordance
with all terms and provisions imposed by the Department of the Interior as set forth in “Exhibit A”. Written approval by the City and written concurrence by the Secretary of the Interior or his/her delegated representative, NPS, shall be required for any other proposed use in conjunction with or in addition to those specified above.

When the concession is not in operation, including the off-season, the general public shall be permitted to use the patio area and other areas appurtenant to the food concession stand.

3. **Personal Property**: Concessionaire shall have use of the following personal property which shall be maintained in good working condition, subject to reasonable wear and tear. [Equipment Listed in RFP] Upon completion/termination of this agreement, all items shall be accounted for and returned to the City. During the course of this agreement any damage to personal equipment shall be reported to the City.

4. **Term**: This agreement shall be effective from May 1, 2009 to October 1, 2010.

5. **Renewal**: The Concessionaire may request renewal of this agreement for up to two (2) consecutive seasonal terms (2020 and 2021) upon the same terms and conditions or upon conditions to be mutually agreed upon at that time. Any significant amendments to the agreement reached by the City and Concessionaire for renewal of this agreement shall be subject to the written approval of the Secretary of the Interior or his/her delegated representative, NPS.

   The renewal request may be exercised by the Concessionaire by providing written notice to the Director of Parks on or before December 1st for the seasonal term in the following calendar year. The City shall have thirty (30) days to accept or reject the renewal request. If the City does not act on the renewal request within the prescribed period, the renewal will be presumed to have been approved by the City.

6. **Concession Payments**: The Payments to the City of New Bedford shall be made in three (3) equal amounts as follows: 1/3 by May 15th; 1/3 by July 15th; and 1/3 by September 15th. Payments must be in the form of a certified check or money order and must be made payable to the “City of New Bedford”. All payments must be mailed or hand delivered to Renee Fernandes Abbott, Treasurer, City of New Bedford 133 William Street, New Bedford, MA 02740

7. **Concessionaire’s records and documents**: With respect to all matters covered by this Agreement concessionaire’s records and documents shall be subject at all times to inspection review or audit by the City.
Concessionaire will supply City any documentation that may reasonably be requested by the City, including reports necessary to file required compliance reports to the Secretary of the Interior or his/her delegated representative, NPS.

8. **Operations and Maintenance**: Concessionaire shall be required to maintain regular business hours during the season. At a minimum, the food concession shall be open between the hours of 11:00 am and 6:00 pm on weekends during the season. In addition, the concession stand shall be open for the same period on weekdays during the months of July and August.

Concessionaire shall be responsible for maintaining the building - including the bathrooms and the patio area. Concessionaire shall employ a private trash disposal firm to remove garbage from the property on a regular basis.

9. **Licenses and Permits**: All necessary licenses and permits to operate the food concession must be obtained from the appropriate offices before operation may begin. All licenses are subject to Code of Enforcement for safety, health and fire inspections.

10. **Operating Expenses and Utilities**: Concessionaire shall be responsible for all utilities associated with operating the building, as well as the costs (if any) associated with installation/upgrade of systems that are required to operate the food concession stand. At all times, the building must meet all local, state and federal code requirements.

11. **Non-discrimination**: City of New Bedford, MA and Concessionaire agree to comply with all Federal and State laws relating to nondiscrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17),

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the
physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

12. **Alterations / Improvements:** Concessionaire may not make alterations or improvements to the assigned premises without the written consent of the Park Board representing the City. Such written consent will not be unreasonably withheld or delayed.

13. **Ownership of Improvements:** Concessionaire acknowledges that the building/property is subject to the possibility of reversion, with improvements without compensation, back to the USA.

14. **Maintenance and Repair:** The Concessionaire is responsible for repair and maintenance of the interior and shall at its sole cost and expense maintain the assigned property in good condition and perform such repairs that become necessary from time to time during the term of this agreement and any renewals hereof as set forth herein. Any capital improvements or repairs will be the sole responsibility of the City.

15. **Inspection of Concession Areas:** Concessionaire shall allow any agent representing the City and/or the Secretary of the Interior’s designated representative, NPS, at any and all reasonable times to inspect any facility operated under this Agreement.

16. **Indemnity:** Concessionaire hereby expressly agrees to indemnify, save and hold harmless, and defend the City against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any omission or activity of such person, organization, its representatives, or employees.

17. **Insurance:** Concessionaire shall, at its own expense, provide such public liability insurance that will protect Concessionaire and the City from all claims for damages to property and persons, including death, and particularly the use of products prepared, and/or sold, which may arise in the operation of the activities conducted under this Agreement or anyone directly or indirectly employed by Concessionaire. All policies shall name the City as an additional insured. The public liability insurance shall provide limits of not less than $500,000 per incident and $1,000,000 in the aggregate for personal injury or death and shall include products liability coverage. Property damage liability insurance shall provide a limit of not less than $100,000.
Prior to May 1st, Concessionaire agrees to provide evidence to the City that insurance is current based on subsequent renewal information.

18. **Assignment and Subletting**: Concessionaire shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the City or possible reversion by the USA.

19. **Amendment to Concession Agreement**: This Agreement contains all of the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.

20. **Laws and Regulations**: Concessionaire is aware of and agrees that it will use the assigned premises so as to conform with, deeded environmental and usage controls and not violate any laws, regulations and/or requirements of the United States of America and/or State of Massachusetts and/or any ordinance, rule or regulation of the City now or hereafter made, relating to the use of the premises.

21. **Signage**: Concessionaire shall place no sign or advertisement upon any location of the property unless prior written approval has been granted by the Park Board representing the City and the Park Department shall have the right, without first notifying Concessionaire, to remove at the expense of Concessionaire, any sign or signs that may be erected without prior approval.

22. **Surrender\Waste**: Concessionaire agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the assigned premises to the City in as good or better condition as they were in at the time of execution of this document, ordinary wear excepted.

Concessionaire further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the demised premises.

23. **Liens**: Concessionaire shall keep the assigned premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Concessionaire during the term of this Agreement or any extension or renewal thereof.

24. **Waiver**: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall
not be deemed to be a waiver by said party of any of said party’s rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party’s consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

25. **Termination:** This Concession Agreement shall terminate automatically upon the occurrence of any of the following events:

   a. The City unilaterally terminates the Agreement upon Thirty (30) days written notice for any cause whatsoever and specifying the date of termination.
   b. Concessionaire materially violates any provision of the Agreement.
   c. The expiration of the term of this Agreement or any renewal thereof.

26. **Acknowledgement:**

This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the deed from the United State of America to the City of New Bedford, MA dated 11/17/1992, and recorded at the Bristol County (S.D.) Registry of Deeds at Book 2941, Page 253 and the current Program of Utilization which governs the use of the assigned property. Violations of the said terms and conditions may be grounds for reversion to the United States of America, at its discretion and termination of this Agreement. Concessionaire owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

27. **Notice:** Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

City of New Bedford

Director of Parks
133 William Street
New Bedford, MA 02740
Concessionaire:

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this paragraph.

Signature Page Follows
IN WITNESS WHEREOF, the City of New Bedford, Massachusetts has authorized the Chairman of the Park Board representing the City to sign this Agreement and Concessionaire has approved the Agreement and signed as of the date first noted above.


Vendor: City of New Bedford, Massachusetts

By:  
Title: 

By:  Jonathan F. Mitchell
Title: Mayor

Dept:

By:
Title:

Approved as to Form and Legality

PURCHASING DEPARTMENT

By:  Susan Bruce
Title: Director of Purchasing

Chief Financial Officer

Ari Sky
Summer 2019 Waterfront Events
Waterfront Events Summer 2019

Event
- Opening the Bay 2018
- Reggae on West Beach
- Shing Clinic Fort Taber Pier
- West Beach Music
- 2018 Whaling City Triathlon
- Light the Bay Raggatta & Fundraiser
- Food Truck Festival
- Shing Clinic Fort Taber Pier
- Schwartz Center Super Hero Walk & 5K
- Low Tide Yacht Club Boat Races
- Kennedy Summer Day Program
- Buzzards Bay 420 Championship
- Swimming Lessons
- Volleyball Tournament on East Beach
- Mba West Beach Pavillion
- Paddle board Yoga West Beach
- Kayak Tours Clarks Cove

Date
- 6/1/2018
- 5/26, 6/30, 7/7, 8/8, 25
- 6/22/2019
- 7/14, 8/11
- 7/21/2019
- 8/17/2019
- 9/14/2019
- 9/22/2019
- 9/22/2019
- 6/2, 6/6, 6/13, 6/20, 6/27, 7/5, 7/11, 7/18, 7/25, 8/8, 8/15, 8/22
- 7/1-8/23 Monday thru Friday
- 8/2-8/5
- 7/9-8/9
- July and August
- 2 days a week July & August
- July and August
- July and August

Pending
Pending