



Town of Wareham

TOWN OF WAREHAM REQUEST FOR PROPOSALS MOBILE FOOD BEACH CONCESSION SERVICES

The Town of Wareham, acting through its Town Administrator, seeks proposals from qualified concession businesses interested in providing Mobile Food Beach Concession Services at Swifts Public Beach and Little Harbor Public Beach for the 2019 beach season from June 1, 2019 to September 15, 2019.

Specifications and submission instructions are available by registering at <https://www.wareham.ma.us/bids-rfps>

All proposals must be received by the Town Administrator's office, 54 Marion Road, Wareham, MA 02571 by 1:00 p.m. prevailing time on May 9, 2019. Proposals must be submitted in a sealed envelope clearly marked "MOBILE FOOD BEACH CONCESSION SERVICES RFP".

The Town Administrator reserves the right to accept and/or reject any and all proposals and waive any informality in procurement procedures to the extent allowed by law, if it is in the best interest of the Town. Final proposal selection and contract award shall be on or before May 20, 2019.

Derek Sullivan
Town Administrator

**TOWN OF WAREHAM
REQUEST FOR PROPOSALS
MOBILE FOOD BEACH CONCESSION SERVICES SPECIFICATIONS**

SECTION A – GENERAL INFORMATION

1.0 INTENT, RECEIPT AND OPENING OF PROPOSALS

1.1 The Town of Wareham, acting through its Town Administrator hereinafter referred to as the Awarding Authority, seeks proposals from qualified concession businesses to provide Mobile Food Beach Concession Services at Little Harbor Beach and Swifts Beach for the 2019 beach season. The Town reserves the right to extend this Agreement for two (2) additional years / seasons if mutually agreed upon per the Town and Contractor. The Town has designated a mobile concession site in the parking lot in the vicinity of the main boardwalk. See attachment “A”. The top ranked proposal will be awarded space within the designated concession site to park their mobile concession. Vendor locations will be designated by the sole discretion of the Town.

1.2 All proposers will be required to inspect and be familiar with all of the existing conditions. A non-mandatory pre-proposal meeting will be held on **April 25, 2019** at 10:00 AM in Room 27 at Wareham Town Hall, 54 Marion Road, Wareham, MA followed by site inspections at Swifts and Little Harbor Beaches.

1.3 The Town is willing to take into consideration any mobile food concession between 6’ and 40’ in length, up to 10’ in width and able to operate with self-contained water, wastewater and solid waste storage. The concession must be able to independently function.

1.4 Proposals must be **submitted in two separately sealed envelopes**, clearly marked on the outside of each envelope: **“Non-Price Proposal: Full Service Menu Mobile Food Beach Concession”** and **“Price Proposal: Full Service Mobile Food Beach Concession”**. Proposals shall be received at the Town Administrator’s Office, Town Hall 54 Marion Road, Wareham, MA 02571 until **1:00 p.m. on May 9, 2019**.

1.5 Proposals received after the submission deadline shall be returned unopened.

2.0 **Submittal Requirements**

2.1 Each proposal must include the following completed forms which are attached to the specifications:

- a. FORM A – PROPOSAL PRICE QUOTE (within “PRICE proposal”)
- b. FORM B – QUALIFICATIONS STATEMENT (within “NON-PRICE proposal”)
- c. FORM C – CERTIFICATE OF NON-COLLUSION (within “NON-PRICE proposal”)
- d. FORM D – STATEMENT OF TAX COMPLIANCE (within “NON-PRICE proposal”)
- e. FORM E – ACKNOWLEDGEMENT OF PRINCIPAL, must be completed if the proposer is a corporation and include the corporate seal stamped in the appropriate space provided on said form. (within “NON-PRICE proposal”)

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- f. Financial statement for the year ending December 2018, if available, for review by the Town for the purpose of making a determination on whether or not the terms of the offer are likely to be achieved. (within "PRICE proposal")
- 2.2 Forms must be completed in ink or by typewriter, in both words and figures. In the event of a discrepancy between the written words and figures, the written words shall govern. All forms must be signed by an officer of the company authorized to enter into contracts.
- 2.3 Documentation to confirm the quality and diversity of food to be served. Each proposer shall provide a sample menu identifying hot and cold food offerings and beverages that would be served during the concession season. (within "NON-PRICE proposal")
- 3.0 **CONTRACT AWARD DETERMINATION**
- 3.1 Proposals will be evaluated based on the following criteria in two categories:
- **Non-price** (*proposal requirements*)
 - **Price** (*money to be paid to the Town*)
- 3.2 **NON-PRICE MINIMUM REQUIREMENTS:** Proposals must meet each one of the following minimum requirements in order to receive further consideration:
1. Include the resume of the Contractor (owner) submitting the proposal emphasizing their food service experience. A minimum of 1 year of demonstrable experience managing and operating a mobile food concession or restaurant is required. The business entity submitting the proposal must have minimum of one year of experience in the mobile food concession or restaurant business on a scale equivalent with the proposed concession site(s) being served.
 2. Provide a menu of the food that will be sold that includes portion size and proposed prices.
 3. Proposed schedule of days of operation. At a minimum, the scheduled days of operation shall be every day from the Third Saturday of June, up to, and including Labor Day for each year of the contract. The successful Contractors may, subject to a seven (7) day advance notice to the Town, commence operations on a weekend basis starting on June 1, and continue on such a basis beyond Labor Day. Under no circumstances shall the successful Contractor commence or cease operations prior to Memorial Day weekend or after Columbus Day weekend. (The days of operation may be reduced with permission from the Natural Resources Director during the season due to inclement weather.)
 4. Proposed schedule of daily operation. The minimum hours of operation shall be 10 a.m. until 2 p.m. seven days a week. (The hours of operation may be reduced with permission from the Natural Resources Director due to inclement weather.)
 5. A list of equipment to be used in food preparation to include description and number of each type of equipment.

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6. The number of point of sale systems including the name of the manufacturer and model. Point of sale systems must be computerized to register the number of each item sold and amount of funds taken in on a daily basis.
7. Plan of service with the following information:
 - a. Names of Managers who will be on premises and their qualifications
 - b. Total number of personnel that will be employed by function – counter, grill cooks, etc.
 - c. Schedule of how many employees will be on site at one time throughout the hours of operation, weekdays, weekends, low tide/high tide weeks.
 - d. A description of how you will provide fast food service and keep the concession area clean and presentable.

3.3 NON-PRICE COMPARATIVE CRITERIA: Non-price proposals that meet the minimum requirements will be evaluated using the following criteria:

1. The length and applicability of the applicant’s prior food service experience:
 - a. Highly advantageous: Five or more years of experience operating and managing a restaurant or seasonal vending stand on a scale equivalent with the proposed concession site(s).
 - b. Advantageous: Three or four years of experience operating and managing a restaurant or seasonal vending stand on a scale equivalent with the proposed concession site(s).
 - c. Not advantageous: One year of experience operating and managing a restaurant or seasonal vending stand on a scale equivalent with the proposed concession site(s).
 - d. Unacceptable: No experience operating and managing a restaurant or seasonal vending stand on a scale equivalent with the proposed concession site(s).
2. Overall quality, value to the Town, provides value to the consumer of the non-price proposal:
 - a. Highly advantageous: The proposal exceeds all of the minimum requirements and clearly responds to all items.
 - b. Advantageous: The proposal is more than adequate in meeting the minimum requirements and clearly responds to all items.
 - c. Not advantageous: The proposal is adequate in meeting the minimum requirements but is not clear on all items.
 - d. Unacceptable: The proposal does meet the minimum requirements but is otherwise unacceptable on items.

3.3 RATING OF NON-PRICE PROPOSALS: Each non-price proposal criteria will be rated as follows:

- | | | |
|------------------------|---|-----------|
| 1. Highly advantageous | = | 12 points |
| 2. Advantageous | = | 8 points |
| 3. Not advantageous | = | 4 points |
| 4. Unacceptable | = | 0 points |

4.0 PRICE PROPOSAL REQUIREMENTS: Each proposal must state the amount of money

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to be paid to the Town of Wareham on a yearly basis for the term of the Agreement.

1. Proposals shall include an annual payment to the Town with a suggested minimum of \$500.

5.0 **ADDENDA AND INTERPRETATIONS**

- 5.1 All questions regarding any information contained in the specifications shall be submitted via email to Ken Buckland KBuckland@Wareham.MA.US at least 3 days prior to the proposal submission deadline. Any addendum will be issued in writing to anyone who received specifications.

6.0 **RIGHTS OF THE AWARDING AUTHORITY**

- 6.1 The Awarding Authority may reject any proposals that are incomplete, conditional, or obscure or that contain additions or erasures that are not initialed or other such irregularities.
- 6.2 The Awarding Authority reserves the right to reject any and all proposals, to waive any informality and to make an award as may be determined to be in the best interests of the Town.

7.0 **TAXES**

- 7.1 The Contractor shall comply with all Massachusetts taxes and fees
- 7.2 The Contractor shall pay all other applicable federal taxes.

8.0 **AGREEMENT DOCUMENTS**

- 8.1 The plans, specifications and addenda shall form part of the Agreement between the Town and the successful Contractor, and the provisions thereof shall be binding upon the parties hereto. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

9.0 **DEFINITIONS**

- 9.1 The following terms as used in this Section are respectively defined as follows:
 - a. "Contractor": An individual, partnership, or corporation with whom this Agreement is made by the Town.
 - b. "Town" or "Awarding Authority" shall mean the Town of Wareham, MA, acting through its Town Administrator.

10.0 **CONTRACTOR RECORDS**

- 10.1 The Contractor shall retain their records for at least six (6) years after final payment under the Agreement between the parties. During this period, the Town, the Inspector or Attorney General or any authorized representative of the Town shall have the right to

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inspect these records.

11.0 **CONFLICTING SPECIFICATIONS**

- 11.1 Wherever a conflict exists between these Specifications and Massachusetts laws, rules or regulations, said laws, rules or regulations of Massachusetts shall prevail.
- 11.2 Each proposer's attention is directed to the fact that all applicable Federal, State and municipal laws, rules, regulations and by-laws shall apply to these Specifications and subsequent Agreement as though they were written out and attached herein.

12.0 **MATERIALS, SERVICES AND FACILITIES**

- 12.1 It is understood that, except as otherwise specifically stated in these documents, the Contractor shall provide and pay for all materials, labor, equipment, water, transportation, solid waste disposal, wastewater disposal, etc. necessary to perform the services required by these specifications.
- 12.2 The Contractor will supply all electricity and other fuels necessary to run their food service business on location.
- 12.3 Each Contractor is responsible to remove all of their own wastewater on a daily basis. All wastewater shall be removed after the close of business each day and be disposed of appropriately per all related laws, regulations, etc.
- 12.4 Each Contractor is responsible to supply and empty (as needed or once a day min.) one 50-gallon solid waste receptacle. The Contractor shall put their name on their supplied receptacle. The Town will determine the placement of said receptacle. The Town will supply a dumpster in a nearby location (determined by the Town). The dumpster will be locked and the awarded proposers will be given a key. By submitting this proposal, the Contractor understands and accepts the disposal responsibilities for solid waste that is disposed of in their supplied receptacle from other Contractor's customers and the general public into the Town supplied dumpster. The Town will supply an additional dumpster for use by the general public in the vicinity (as determined by the Town) of the Contractors' concession area. The additional unlocked dumpster is not to be used by the Contractor to dispose of their own solid waste. Any issues regarding solid waste will be resolved in the sole discretion of the Town. Under no circumstances shall any solid waste issues be raised with the general public and/or negatively impact the general public's experience at Little Harbor Beach and Swifts Beach. Violation of this paragraph could be grounds for the Town to terminate this Agreement.
- 12.5 One regularly sized parking space other than the one supplied to the concession vehicle itself will be available to the Contractor in a location where the Town specifies. All staff of the Contractor must be brought to and exit the workplace within the concession vehicle or a vehicle that parks in the one additional space, or dropped off and picked up off of Town property.
- 12.6 Picnic tables for customer's use will be provided by the Town in a quantity and location determined by the Town.

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- 12.7 Under no circumstances will the Town allow the sale of alcoholic beverages.
- 12.8 Agreement payments to the Town shall be made to the Town in two (2) installments. \$500 on or before June 1, 2019 and the balance on or before July 15th, 2019.

13.0 INSPECTION OF EQUIPMENT AND PRODUCT

- 13.1 All equipment and product used pursuant to these specifications shall be subject to adequate inspection by the Town. Any equipment and product not meeting specification or deemed unacceptable by the Town shall be replaced or repaired at the Contractor's expense.

14.0 WAIVER

- 14.1 Neither the inspection by the Town or agents, nor any act or thing done by the Town other than an express waiver shall operate as a waiver of any provision of this Agreement, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative, that is, in addition to any other remedy herein provided.

SECTION B – TECHNICAL SPECIFICATIONS

The Town has designated the concession site as Little Harbor Beach and Swifts Beach Parking Lot. The top ranked proposal will be awarded a space in the designated concession site to park their mobile concession. Vendor locations will be designated by the sole discretion of the Town. Listed below are the technical specifications that must be acknowledged and adhered to.

1. **Location:** Little Harbor Beach and Swifts Beach Public Beach Parking Lot.
2. **Scheduled Days:** At a minimum, the scheduled days of operation shall be every day from the third Saturday of June, up to, and including Labor Day for each year of the contract. The successful Contractors may, subject to a seven (7) day advance notice to the Town, commence operations on a weekend basis starting on June 1, and continue on such a basis beyond Labor Day. Under no circumstances shall the successful Contractor commence or cease operations prior to Memorial Day weekend or after Columbus Day weekend.
3. **Scheduled Hours:** The minimum hours of operation from the third Saturday of June to Labor Day shall be daily from 10:00 AM to 2 PM. The successful Contractor may, subject to a seven (7) day advance notice to the Town, continue operations as late as dusk. The days of operation may be reduced with permission from the Natural Resources Director due to inclement weather.
4. The successful Contractor shall be responsible for the quality of food sold, the courteous service provided by its personnel and the upkeep and maintenance (cleanliness) of the mobile concession unit under its control. If the Town receives complaints regarding poor quality of food, discourteous or other inappropriate behavior by employees, or uncleanly conditions, the Town shall investigate the matter, and based upon its findings, have the right to: 1) prohibit the sale of the product or products that were the subject of the complaints or 2) require the removal of the employee or employees from the concession site(s). Repeated complaints shall result in contract termination.

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5. The Town recognizes that during days of inclement weather only, which prevents or otherwise causes significantly reduced beach patron activity, the need for concession services is negligible. As such, days of operation may be reduced in whole, or in part, subject to permission from the Natural Resources Director or a designee.
6. "The successful Contractor(s) shall be responsible for keeping their concession area and the picnic area shown on attachment "A" clean and free from any garbage, litter or debris. See paragraph 12.4. The successful Contractor(s) are responsible to establish equitable multi-day policing of the picnic area amongst themselves. All disputes will be settled in the sole discretion of the Town. See paragraphs 12.3 and 12.4.
7. The successful Contractor shall abide by all laws, rules and regulations of the Town of Wareham, Federal and State government.
8. In recognition of the above noted schedule of operations, and the heavy workload of Town personnel, the successful Contractor shall make application to the Wareham Police Department, Board of Health, Fire Dept., Selectmen and any other related entities for all licenses, permits and inspections required to commence concession operations well in advance of the minimum opening date of the Third Saturday of June. Failure to do so may result in the issuance of a fine or fines, if operating the concession service in violation of any law, rule or regulation, as well as contract termination. All Town related permit / application fees shall be waived.
9. The concession privileges granted herein shall not include the right to sell any alcohol products, tobacco products, or any product that is pornographic or offensive in any such way, religious material, or any novelty that, in the determination of the town, is objectionable or inappropriate. This is a food and beverage only proposal request.
10. The successful Contractor shall be permitted to operate as a free-standing enterprise and the service charges for food and beverage shall be established by the concessionaire. However, pricing must be reasonable and consistent, not varying between individuals. It is understood that group pricing is a separate issue and may differ from regular menu pricing.
11. The Town shall have the right to inspect the mobile concession vehicle as it deems necessary.
12. The successful Contractor guarantees that it has the expertise, equipment, financial and human resources necessary to meet the operational requirements of this proposal. Failure to provide concession services during the minimum daily and hourly operational schedule noted above, with the exception of during inclement weather, shall be grounds for contract termination.
13. The intent of this concession RFP is to supply food and drink options for the public at the Town of Wareham Little Harbor Beach and Swifts Beach. Merchandise may be sold with preapproval from the Town.
14. Contractors are responsible for all damages to town property and equipment. Repair/replace bills can be paid by the contractor directly. Any unpaid bills will be added to the final amount due by October 1, 2019.
15. It is deemed allowable to restock the concession on-site at the Little Harbor Beach and Swifts Beach parking lot during the operation period as long as the vendor obtains Board of Health approval

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including review of the food transportation procedures. A parking space location will be provided by the Town in a reasonable location (determined by the Town) on a temporary basis to assist with restocking.

16. A limited number of sandwich boards are allowed to be displayed in association with this request for proposal.
17. To confirm, per the Board of Health's "Mobile Food Vendor Guidance"; Mobile food operations shall operate from a fixed, licensed food establishment or food processing plant and shall report at least daily to such locations for all food, water and supplies and for all cleaning and servicing operations. In general, all food operations in relation to this request for proposal must leave Little Harbor Beach and Swifts Beach within an hour of ending business for the day.

SECTION C. INDEMNITY AND LIABILITY COVERAGE

1. The successful Contractor hereby agrees to indemnify and hold harmless the Town, its agents, officers, employees, free and harmless of any claim, liability, cause of action, expense or charge of whatever kind of nature, and against all loss or liability, which may arise out of or be connected with the performance of their duties hereunder, and shall defend any suits, claims, or causes of action brought by or on behalf of any person arising out of the performance of such duties and pay all costs and expenses in connection with/or as a consequence of said suit, including attorney's fees, in connection therewith.
2. The successful Contractor shall have the following minimum insurance coverages with the Town of Wareham listed as an additional insured on said policies:
 - a. General Liability: Bodily Injury & Property Damage: \$500,000 each occurrence, \$1,000,000 aggregate;
 - b. Automobile Liability: Bodily Injury & Property Damage: \$500,000 each occurrence, \$1,000,000 aggregate;
 - c. Worker's Compensation: In accordance with Massachusetts State Law.

SECTION D. MISCELLANEOUS PROVISIONS

1. The successful Contractor(s) shall not sub-let or assign their concession Agreement without the written approval of the Town.
2. All applicable laws and regulations of the Commonwealth of Massachusetts and local by-laws of the Town of Wareham shall apply to any Agreement established between the parties.
3. The proposal shall be for one (1) beach season from June 1, 2019 to October 18, 2019. The Town reserves the right at its sole discretion to extend this Agreement for two (2) additional years / seasons.
4. The proposal and all submittals offered by the successful Contractor shall be incorporated and made a part of the overall Agreement between the parties. Failure on the part of the successful Contractor to carry out any provisions of the proposal or subsequent Agreement shall be cause to terminate the Agreement between the parties.
5. The Town shall not be responsible for oral interpretations given by any Town personnel or representative or others. The issuance of a written addendum is the only official method whereby

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interpretation, clarification or additional information can be given.

6. Any proposal that has been submitted may be withdrawn prior to the submission deadline upon proper identification and signature releasing documents back to the proposer.
7. All expenses for preparing this proposal to the Town are to be borne by the proposer. The Town is not liable for any costs associated with this proposal and/or any resulting Agreement.
8. The Town reserves the right to conduct a performance evaluation from time to time, as it deems necessary, in order to ensure that the beach patrons are being served in a satisfactory manner and that the business is being run in a proper manner and according to these specifications.

SECTION E. SCHEDULE

Final selection and contract award will be made on or before May 20, 2019.

SECTION F. RULE OF AWARD

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the specifications will be selected. Contract award is contingent upon execution of an Agreement satisfactory to the Town.

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FORM A, page 1
PROPOSAL PRICE QUOTE
(Please check off)

Form B – Qualifications Statement _____
Form C – Non-Collusion Statement (signed) _____
Form D – Tax Compliance Statement (signed) _____
Form E – Acknowledgment of Principal – if necessary (signed) _____

Financial Statement _____
Sample Menu _____
Attachment “A” with service window(s) shown _____

This proposal includes addenda number(s) _____, _____, _____, _____, _____

The party named below agrees to furnish all equipment, product and labor as required by this Request for Proposal and proposes to give to the Town of Wareham the following in exchange for one concession location as shown on Attachment “A” at Little Harbor Beach and Swifts Beach in Wareham:

2019 Summer Beach Season Bid: \$ _____

2020 Summer Beach Season Bid: \$ _____

2021 Summer Beach Season Bid: \$ _____

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FORM A, page 2

Company Name: _____

Address: _____

Tel. No: _____

Fax. No: _____

Date: _____

Authorized Signatory & Title

Corporate Seal

Printed Name

FORM B
QUALIFICATIONS STATEMENT

Project Name: Mobile Food Beach Concession Services
(Please use extra pages or supplement as needed)

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1. The successful Contractor (owner) must have at least one (1) year of demonstrable experience operating a mobile food concession service or restaurant at a public or private location that served a large and diverse consumer on a scale equivalent with the proposed concession site(s) that you would be serving if awarded the Agreement. Describe said experience, including years of service, examples of mobile concession services performed, etc.

2. The business entity must have been in mobile food concession or restaurant business at least one (1) years prior to the award of this Agreement on a scale equivalent with the proposed concession site(s) that you would be serving if awarded the Agreement. Describe said experience, including years of service, examples of mobile concession services performed, etc.

3. Describe any current mobile concession contract(s) held by the business entity (location, term of contract, number of years holding said contract, etc.)

4. List names and telephone numbers of at least three (3) contact persons in which the business entity has either performed mobile concession or restaurant services or is intimately familiar with performance of business entity.

FORM C

TOWN OF WAREHAM
CERTIFICATE OF NON-COLLUSION

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Project Name: Mobile Food Beach Concession Services

The undersigned certifies 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)

FORM D

TOWN OF WAREHAM
STATEMENT OF STATE TAX COMPLIANCE

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Project Name: Mobile Food Beach Concession Services

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, _____, acknowledge that I am the authorized signatory for _____, whose principal place of business is at _____, and as such, do hereby certify under the pains of penalties of perjury that this company has complied with all laws of the Commonwealth relating to taxes.

Social Security or Federal ID Number _____

Subscribed and sworn to this _____ day of _____, 20_____.

Notary Public

FORM E

TOWN OF WAREHAM
ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:

State of

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County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say to me that he resides at _____, that he is _____ of _____, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by the order of the directors of said corporation, and that he signed his name thereto by like order.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of _____

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in _____ and which executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

**AGREEMENT BETWEEN
TOWN OF WAREHAM
and**

MOBILE FOOD CONCESSION SERVICES

Made the ____ day of _____, 2019, by and between the Town of Wareham, Massachusetts, a municipal corporation with offices at 19 School Rd, Wareham, Massachusetts, through its Town Administrator, hereinafter referred to as "TOWN" and _____ with offices at _____, _____, Massachusetts, hereinafter referred to as "CONTRACTOR", do hereby enter into this Agreement as follows:

1. The CONTRACTOR agrees to provide Mobile Food Concession Services at the Concession Location(s) in the TOWN as shown on Attachment "A", said services to be provided as identified in the TOWN's Request for Proposal for Mobile Food Concession Services and the CONTRACTOR's proposal to the TOWN received on March 29, 2019, each herein attached and made a part of this Agreement.
2. The term of this Agreement shall be for one (1) beach season from May 24, 2019 to October 18, 2019. The Town reserves the right at its sole discretion to extend this Agreement for two (2) additional years / seasons.
3. For the right to provide concession services at the location(s) identified in this Agreement (see Attachment "A"), the CONTRACTOR shall pay the TOWN the following amounts:
 - a. For the 2019 Beach Season: _____% of gross sales, \$5,000 minimum whichever one is greater.
 - b. For the 2020 Beach Season: _____% of gross sales, \$5,000 minimum whichever one is greater (if the contract is extended mutually per the Town and Contractor).
 - c. For the 2021 Beach Season: _____% of gross sales, \$5,000 minimum whichever one is greater (if the contract is extended mutually per the Town and Contractor).

Payments shall be made to the Town as follows:

1. \$500 on or before June 1, 2019
 2. Balance on or before July 15, 2019
4. The CONTRACTOR shall provide said services under this Agreement as an independent contractor and not as an employee of the TOWN. As such, no employees, agents or representatives of the CONTRACTOR shall be entitled to any benefits afforded to the TOWN's regular employees.
 5. Should the CONTRACTOR or the TOWN fail to perform the services as specified and offered, or to perform any of its obligations hereunder in the manner provided, or otherwise violate any of the terms of this Agreement, which failure is not cured within ten (10) days of receipt of written notice of such failure to either party, then either party may terminate this Agreement by giving ten (10) days prior written notice of such termination, stating the reasons therefore.

Derek Sullivan
Town Administrator
DSullivan@Wareham.MA.US
X3110

**Town of Wareham
54 Marion Road
Wareham, MA 02571
508.291.3100**

Ellis Bailey
Procurement Director
EBailey@Wareham.MA.US
X3108

6. If any such termination shall occur as noted with Item 5 above, all compensation and reimbursement due prorated daily to the TOWN up to the date of termination, in accordance with all Agreement terms, shall be paid to the TOWN by the CONTRACTOR.
7. This Agreement shall not be assigned by either party without the prior express written approval of the TOWN.
8. This Agreement shall not be modified, altered or amended without the prior express written approval of both the CONTRACTOR and the TOWN.
9. If any provision(s) of this Agreement shall be adjudged to be invalid or unenforceable, said provision(s) shall not affect the validity of the remaining provisions of the Agreement or the rights and obligations of the parties hereunder.
10. This Agreement shall be construed as a Massachusetts contract, and as such, enforcement or determination of validity of any of its provisions shall be by a court of appropriate jurisdiction in the State of Massachusetts.
11. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

IN WITNESS whereof, the respective parties hereto have caused this instrument to be duly subscribed and sealed on the date above written.

TOWN OF WAREHAM

Company Name

Derek Sullivan
Town Administrator

By:

Date: _____

Date: _____

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Attachment A: Swifts Beach

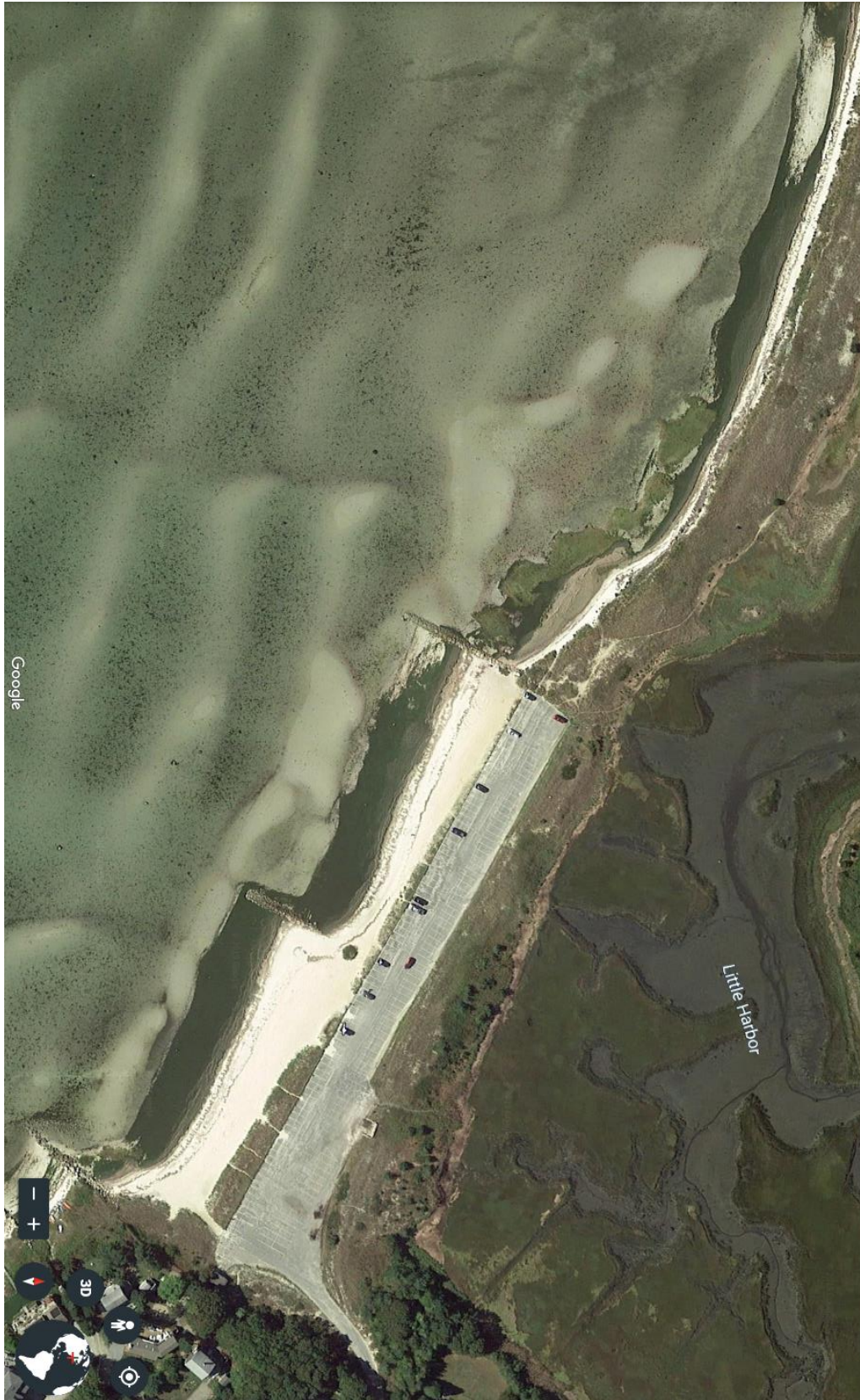


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Attachment A: Little Harbor Beach



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