

## RFP R-14

### **Proposal Conditions and Requirements and Specifications to Exclusively Operate the food and beverage service for Haunted Happenings**

1. The *Exclusive* Food Vendor shall be entitled to all food related licenses, up to a maximum of eight (8), given to applicants for public space vending within vending space areas on the Essex Street pedestrian mall (from approximately #144-216 Essex St.) and limited locations (no more than 2 of the 8) between New Liberty Street and Hawthorne Blvd. (only weekend days and only if police detail provided) on dates specified below, except for the following areas:
  - a. Existing food establishments in the B-5 zone that choose to occupy the public space in front of their store façade
  - b. Up to 10 Salem based non-profit groups (with approval of City, exclusive vendor and Non-profit agency)
  - c. up to 4 food trucks at locations on Essex Street between New Liberty Street and Hawthorne Blvd.

The *Exclusive* designation is only valid during the following time period, the Halloween Season:

From the hours of 10 am to 9 pm on October 9 through October 12; October 16 through October 18; October 23 through October 25; October 29 through October 30; and November 1(optional). On October 31 food booths may be permitted, but the location of certain booths will change as no vendors will be allowed on the Essex Street Mall and section of street between New Liberty St and Hawthorne Blvd. Relocated site shall be within the City's B-5 (downtown business) district.

**PROPOSAL RESPONSES SHALL BE RETURNED ON OR BEFORE  
10:00 AM, AUGUST 21, 2015, TO THE OFFICE OF THE PURCHASING  
AGENT, 93 Washington Street, 3<sup>rd</sup> Floor SALEM, MA 01970**

2. The envelope containing the **Priced** and **Non-Priced Proposals** and required information must be sealed in separate envelopes and marked with proposer's name and address, proposal number, date of opening and plainly marked, **NON-PRICED PROPOSAL TO OPERATE THE FOOD AND BEVERAGE SERVICE FOR HAUNTED HAPPENINGS** or **PRICE PROPOSAL TO OPERATE THE FOOD AND BEVERAGE SERVICE FOR HAUNTED HAPPENINGS**.
  - a. **The non-price proposal shall include:**

Written response to items listed in the attached Minimum Requirements.  
(Exhibit "A")

**b. The price proposal shall include:**

All payments to the City of Salem, free of offset for any fees, for the exclusive Haunted Happenings food vendor license.

3. All proposers must sign attestation clause regarding Massachusetts State tax returns and certificate of non-collusion and submit it with the non-price proposal. All proposals must also sign the Cover Sheet and Bid Form (if any).
4. A proposer may correct, modify, or withdraw a bid by sealed, written notice clearly marked as a correction, modification, or withdrawal and received in the Office of the Salem Purchasing Agent prior to the time and date set for the proposal opening.
5. Additional contract conditions and requirements applicable to the procurement are incorporated in Exhibit "A", attached hereto.
6. Failure to respond to this bid, either with prices or by returning a "no bid" response, will result in the proposer not automatically receiving proposal materials for similar requests.
7. Vending areas available are to be mutually agreed upon by the parties.
8. 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 RFP, will be selected.
9. Each proposal must be accompanied by a Certified Check; Cashier's Check, or a Bid Bond in the amount of 5% of the total of the Price Proposal amount proposed, payable to the City of Salem. The successful proposer's check will be forfeited as liquidated damages in the case that the successful proposer fails or refuses to sign a contract after receiving a notice of intent to award.
10. At the time and place fixed for opening of proposals, the City will cause to be opened within the time set for receiving proposals, irrespective of any irregularities therein. Proposers and other persons properly interested may be present, in person or by representative.
11. The license will be awarded within 20 days of the date of the proposal opening.
12. The successful proposer, at its expense, must have sufficient Insurance as specified below and provide the City of Salem proof of said insurance at the time of contract award. Any State mandated insurance for this service not specified below must also be provided.
13. **INSURANCE COVERAGE:**

**General** - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations

under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

**Vendor's Comprehensive General Public Liability and Property Damage**

**Liability Insurance** - The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

**Comprehensive Automotive Liability and Property Damage Insurance** - The Vendor shall carry Automobile Liability Insurance covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Vendor while performing work under the Contract in the amount of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident; and Property Damage coverage in the amount of not less than Five Hundred Thousand Dollars (\$ 500,000.00) for all damages to or destruction of property.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company licensed to do business in the Commonwealth of Massachusetts's and shall constitute a material part of the contract documents. Proof

of such insurance shall be forwarded to the City Purchasing Agent five (5) days after contract award.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same. Proof of such insurance shall be delivered to the Purchasing Agent at time of Contract Award.

**FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY BID AS INCOMPLETE.**

**EXHIBIT “A”  
MINIMUM REQUIREMENTS**

1. The successful proposer must meet City requirements including fees, licenses and satisfy all other municipal regulations.
2. The successful proposer must cooperate with the City in maintaining food concession stands in pristine condition, suitable to a fair environment. Proposer must be especially sensitive to health and aesthetic considerations.
3. The food service must include a variety of adult and child friendly lunch and dinner foods, desserts, soda and other snacks.
4. The successful proposer shall not be delinquent in the payments of taxes, rents, fees or any other financial or contractual obligation to the City of Salem, or any of its boards, commissions or committees. The Purchasing Agent shall verify same.
5. Each proposer must provide sufficient information and documentation with its bid describing the proposed service and its ability to comply with all requirements herein.
6. The attached agreement (Exhibit “B”) will be executed with the successful proposer and includes additional specifications.
7. Proposals shall include:
  - a.) Name and address of company;
  - b.) Name, title and telephone number of principal contact;
  - c.) Summary of qualifications and experience in food service industry;
  - d.) Statement of services to be provided;
  - e.) Response to comparative criteria set forth below;
  - f.) List of three (3) professional references.
8. COMPARATIVE CRITERIA: The City will consider the following criteria in reviewing all the proposals:
  - a. Each proposer must provide evidence of formal training in mobile food business. The successful proposer must have a minimum of five (5) years of successful experience in the mobile food service industry.

Experience in operating, managing and maintaining mobile/transient food service business:

Less than two years	not advantageous
Two years up to five years	advantageous
More than five years	very advantageous

b. Each proposer must detail the extent of its existing labor pool or detail its plan to provide food service workers to perform this contract.

1. Use of employees that work food concessions for you on a regular basis:

One to three	not advantageous
Four to eight	advantageous
Nine or more	highly advantageous

2. Number of years employees have worked for your business:

Less than one year	not advantageous
One year to three years	advantageous
Three or more years	highly advantageous

c. Vendors must demonstrate an ability to design food carts with input from the City.

Standard Unit Design	not advantageous
Standard Unit Design with ability to make façade changes	advantageous
Custom design	highly advantageous

d. Vendors must demonstrate ability to design a standard uniform for employees.

No uniform	not advantageous
One consistent item	advantageous
Complete Uniform	highly advantageous

e. Vendor must demonstrate availability of a variety of food and beverage offerings:

Less than 3 varieties	not advantageous
Between 3 and 5 varieties	advantageous
6 or more varieties	highly advantageous

f. Vendor must demonstrate an ability to track food sales to verify any funds due City on a percentage basis

No method to verify sales	not advantageous
Cash register tapes of daily sales receipts	advantageous
Computerized sys. to track all sales and verify	highly advantageous

g. Vendor's proposal provides insurance in excess of minimum requirement.

Individual Insurance limit exceeds min by \$1M	advantageous
Individual insurance limit exceeds min by \$2M	highly advantageous

## EXHIBIT "B"

### License Agreement for the Exclusive Food & Beverage Concession for Haunted Happenings

This AGREEMENT, entered into upon this **day of 2015**, between the **CITY OF SALEM** (hereinafter "Licensor"), a municipal corporation organized under the laws of the Commonwealth of Massachusetts and \_\_\_\_\_, (hereinafter "Licensee"), \_\_\_\_\_, sets forth the conditions under which the Licensor will extend and provide the Licensee the exclusive privilege to operate the food and beverage concession at Haunted Happenings.

WHEREAS the Licensor has decided to provide a food and beverage concession during Haunted Happenings

Licensor and Licensee hereby agree to the following terms and conditions upon which this license will be granted.

#### **1. TERM:**

This license shall be for one season, commencing in October 2015. It is understood that the license is for the Haunted Happenings season, as defined in the Request for Proposal # \_\_\_\_\_. Licensor may elect in its sole discretion to extend the period of the license for two additional seasons provided that notice of said extension is not later than January 15, 2016 and January 15, 2017, respectively. If the period of the license is extended as set forth above, the payment to the Licensor shall be adjusted each year on the anniversary by five percent (5%).

#### **2. COMPENSATION:**

Licensee shall pay the Licensor in accordance with the following schedule:

No later than November 5 of each year of the license.

Payments shall be made payable to the "City of Salem", and sent to the attention of \_\_\_\_\_.

#### **3. HOURS OF OPERATION:**

Licensee shall operate the food and beverage concession from **10:00 a.m. until 9:00 p.m. on designated days**. Licensee shall receive permission from the City to not open during inclement weather.

#### **4. EQUIPMENT:**

Licensee shall provide its own equipment necessary for the preparation, storage and sale of food and beverage. Licensee shall be responsible for installation of same and seeking



necessary permits and approval from Salem Health Department, Building Department, Electrical Department, Fire Department and Licensing Board. Licensee's equipment is listed in the attached Exhibit "A". It is understood that at the expiration or termination of this agreement, all equipment listed will remain the property of Licensee.

**5. EXCLUSIVITY:**

Licensee shall have the exclusive privilege to provide the food and beverage service during the Haunted Happenings season as set forth and defined in Request For Proposal # \_\_\_\_.

**6. NONASSIGNABLE:**

**Licensee shall not assign the privileges hereunder to any other person, corporation or entity.**

**7. REMOVAL OF WASTE AND CLEAN UP:**

Licensor will be responsible for clean up and removal of waste from areas not used for concession as depicted in the non-shaded areas of attached Exhibit "C". Licensee shall be responsible for cleanliness and removal of all debris from area used for concession depicted in the shaded areas of the attached diagram. Both Licensor and Licensee will remove all trash from the premises at the end of each day. Licensee cannot have a dumpster on the premises. Licensee shall establish a system for recycling material.

**8. INSURANCE:**

During the entire term of this license, Licensee shall carry adequate insurance covering general liability, personal property and workers compensation. Licensee shall provide Licensor with copy of the policy.

**General** - The Vendor shall before commencing performance of the Contract be responsible for providing and maintaining insurance coverage in force for the life of the Contract of the kind and in adequate amounts to secure all of the obligations under the Contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. All such insurance carried shall not be less than the kinds and amounts designated herein, and the Vendor agrees that the stipulation herein of the kinds and limits of coverage shall in no way limit the liability of the Vendor to any such kinds and amounts of insurance coverage. All policies issued shall indemnify and save harmless the City of Salem, its agents and employees from any and all claims for damages to persons or property as may rise out of the performance of this Contract.

**Vendor's Comprehensive General Public Liability and Property Damage Liability Insurance**

- The Vendor shall carry Comprehensive General Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of bodily injury to or death of one person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all

damages arising out of bodily injuries or death of two or more persons in any one accident; and Vendor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident, a total (or aggregate) limit or not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.

The Vendor must carry Workman's Compensation Insurance in the amounts prescribed under Massachusetts State Law and meet all other City and State Laws and Regulations.

No cancellation(s) of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the City of Salem at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent by registered mail, return receipt requested. These provisions shall apply to the legal representative(s), trustee in bankruptcy, receiver, assignee, trustee, and successor(s) in interest of the Vendor.

All insurance coverage shall be at the sole expense of the Vendor and shall be placed with such company licensed to do business in the Commonwealth of Massachusetts's and shall constitute a material part of the contract documents. Proof of such insurance shall be forwarded to the City Purchasing Agent five (5) days after contract award.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of the contract, and may constitute sufficient grounds for immediate termination of the same. Proof of such insurance shall be delivered to the Purchasing Agent at time of Contract Award.

**FAILURE TO COMPLY WITH THE ABOVE CONDITIONS AND REQUIREMENTS OR ANY ATTACHED SPECIFICATIONS WILL BE JUSTIFICATION TO REJECT ANY BID AS INCOMPLETE.**

#### **9. TERMINATION OF LICENSE:**

The Licensee agrees that the Licenser may, at its election, terminate this agreement by giving written notice thereof to the Licensee and specifying the effective date of such notice, if at any time during the term of the license the City determines: (a) that the Licensee is performing the service negligently or incompetently, (b) that the Licensee is unable to perform the service or is not complying with any city regulations or orders of the Board of Health, (c) that the Licensee is otherwise not performing the agreement in accordance with its terms and conditions, (d) that the Licensee is guilty of any malfeasance or misfeasance in performance of this service; or (e) for other just cause.

#### **10. NOTICE TO PARTIES:**

Any written notice pertaining to this agreement shall be provided at the following addresses. If address changes, either party shall inform the other in writing within seven (7) business days.

**City of Salem**  
Purchasing Agent  
Whitney Haskell  
120 Washington Street, 3<sup>rd</sup> Floor  
Salem, MA 01970

**Vendor**

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In witness whereof, the parties have executed this agreement at Salem, Massachusetts, the day and year first above written.

**The City of Salem**  
**Licensor,**  
**By:**

**Licensee,**  
**By:**

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Kimberley Driscoll, Mayor

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Whitney Haskell, Purchasing Agent

*As to form,*

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Elizabeth Rennard, City Solicitor

<p style="text-align: center;"><b>REQUEST FOR PROPOSALS</b> <b>R-14</b> <b>REQUIRED CERTIFICATIONS</b></p>
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**NON-COLLUSION:**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

\_\_\_\_\_  
(Signature of authorized individual submitting proposal)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Name of Proposer)

\_\_\_\_\_  
(Federal Tax Identification or Social Security Number)

\_\_\_\_\_  
(Date)

**TAX COMPLIANCE:**

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 contractors, and withholding and remitting child support.

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(Signature of authorized individual submitting proposal)

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(Printed Name)

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(Name of Proposer)

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(Federal Tax Identification or Social Security Number)

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(Date)