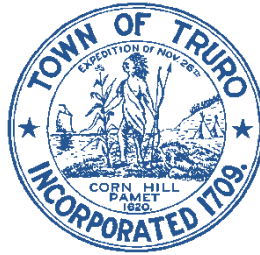


# **Town of Truro**

## **Request for Proposals**

**For a Beach Food Vendor Concession to be  
located at the Head of the Meadow Beach**

**For the period from  
6/20/2015 through and including 9/6/2015**



**April 2015**

This document and any addenda thereto are issued electronically only. It is the responsibility of every bidder who receives this bid and all associated documents to check the Town of Truro website for any addenda or modification to this solicitation, if they intend to respond. The Town of Truro accepts no liability to provide accommodation to bidders who submit a response based upon an out of date solicitation document. Bidders may not alter (manually or electronically) the bid language or any bid documents. Unauthorized modifications to the body of the bid, specifications, terms or conditions, or which change the intent of this bid are prohibited and may disqualify a response.

**SECTION I. INTRODUCTION AND BACKGROUND**

The Town of Truro is seeking Request for Proposals (“RFP”) from qualified mobile food concessionaires interested in securing the **Beach Food Vendor Concession** for Head of the Meadow Beach, North Truro. The RFP, with specifications and requirements, may be obtained by going to [www.truro-ma.gov](http://www.truro-ma.gov) and viewing our Bids & Proposals page.

The Town of Truro, acting by and through the Board of Selectmen receiving the recommendations of the Town Administrator may award one (1) mobile food vendor license to the qualified, successful highest proposal amount so as to allow the successful highest bidder to sell food through the use of one (1) mobile unit only at the Head of the Meadow Beach, during the summer beach season from the third weekend in June through Labor Day.

Head of the Meadow Beach, located at 70 Head of the Meadow Road, is one of Truro’s finest ocean-side beaches. This is the only ocean side Truro Town beach which is open to the public for a daily parking fee. There is ample parking.

**SECTION II. KEY DATES FOR THIS PROPOSAL**

Following are key dates for this Request for Proposal. Please respond in according to these requirements.

**Key dates for this Proposal**

April 30, 2015	Proposal posted on Town Website
May 7, 2015	Last day to submit questions to the Purchasing Agent
May 13, 2015	Proposals Due, 2:00 pm, Selectmen’s Office 24 Town Hall Rd, Truro, MA 02666
May 15, 2015	Tentative optional interview date
May 18, 2015	Notification of Award/generate contracts for signature
May 19 or June 2, 2015	Board of Health Food Service for Mobil Food Vendor
May 26 or June 9, 2015	Board of Selectmen Peddler License for Mobil Food Vendor
June 20, 2015 (targeted)	Equipped, supplied, and ready for operation by 6/20/2015

**SECTION III. PROPOSAL INSTRUCTIONS**

**A. GENERAL**

1. Attention of all proposers is directed to Chapter 30B of the General Laws of the Commonwealth of Massachusetts and to all other applicable sections of the General Laws as most recently amended which govern the award of this contract.
2. The Town of Truro may cancel this RFP, in whole or in part, or may reject all proposals

submitted in response, or may procure only some goods and/or services outlined in this RFP whenever such action is determined to be fiscally advantageous to the Town or if it is otherwise in the best interest of the Town.

3. The Town of Truro may request that supplementary information be furnished to assure the Town that a proposer has the technical competence, the business and technical organization, and the financial resources adequate to successfully perform the necessary work.
4. The following forms and documents are provided by the awarding authority and shall be **signed and submitted** with the proposal:
  - a. Certificate of Non Collusion (Appendix A)
  - b. State Taxes Certification Clause (Appendix B)
  - c. Beach Permit Food Concession Permit Application (Appendix C)
  - d. Revenue Enforcement and Protection Certification (Appendix D)
  - e. Acknowledgement of Principal, If a Corporation or Acknowledgement of Principal, If a Partnership (Appendix E).

All proposals shall be in ink or typewritten and must be completed according to the instructions contained herein.

5. Questions or clarifications rising from these documents shall be submitted to the Town in writing. They should be sent to the individual named in section V.B. They must be submitted in accordance with section II “Key Dates for This Proposal”.
6. All responses are to include a cover letter, which shall include a statement that the Proposal is in accordance with this RFP and that the proposer has read and understands all sections and provisions herein. Exceptions, if any, are to be clearly stated.
7. All proposals shall be submitted to the Town Administrator, Town of Truro, Selectmen’s Office, 24 Town Hall Rd, Truro, MA 02666, on or before the date and time stated in section II “Key dates for this Proposal”. Each proposal shall be in SEALED envelopes, clearly marked on the outside of the envelope to indicate the contents, and the name and address of the proposer.
8. Proposers may correct, modify or withdraw the original proposals on or before the date and time as stated in the “Key dates for this Proposal”. Corrections or modifications shall be in sealed envelopes, clearly marked to indicate the contents, with the name and address of the vendor. Any late correction or modification to the proposal will not be accepted. A proposer who wishes to withdraw a proposal must make the request in writing.
9. Each proposer shall be presumed to have read and be thoroughly familiar with these documents. Unfamiliarity with these documents shall in no way relieve any proposer from any obligation in respect to his/her proposal.
10. It is understood that the Vendor’s Proposal to the Town of Truro to provide said services and products will remain valid for 90 days past the submission deadline.
11. It is understood that the proposer has submitted the Proposal in good faith and has not colluded with any other individuals, firms, or corporations in creating the proposal to subvert the market process. See Non-Collusion Certificate attached (Appendix A).
12. All costs involved in preparing the Proposal will be borne by the vendor; the Town will not be liable for any costs associated with the creation of the Proposal. The proposer shall be familiar with all state, local and other laws relating to this type of work and shall obtain all permits required and shall pay all expenses for same.
13. Proposals, which are incomplete, conditional or obscure, will be rejected. No award will be made to any proposer who cannot satisfy the awarding authority that he/she has sufficient ability and sufficient capital to enable him/her to meet the requirements of these specifications. The awarding authority’s decision or judgment on these matters shall be final, conclusive and binding.
14. Any proposal received after the date and time stated in the “Key dates for this Proposal” will be

deemed “non-responsive” and shall not be opened. Unopened proposals will be returned to the proposer.

15. The Proposals will be opened on the date and at the time stated in the “Key dates for this Proposal” in the Selectmen’s Meeting Room immediately after response due date. The name of the person or organization submitting a proposal will be read and recorded. The contents of all proposals will be opened publicly. A register of proposals will be completed indicating the name of the proposer and the number of proposal modifications submitted by each proposer. This register may be viewed upon request. The names of the witnesses will also be recorded. Although the pricing will be announced at the proposal opening, the technical proposal will be evaluated and the technical merit and pricing will be used to determine the proposal most advantageous to the Town.
16. Any contract resulting from this RFP shall be awarded to the proposer meeting all criteria and requirements and who has submitted the most advantageous bid amount to the Town of Truro. The Town alone will be the sole judge in determining whether a vendor’s proposal satisfies the requirements of this RFP and whether or not the Proposal will prove advantageous to the Town. The selected vendor will be under contractual agreement to the Town per the attached contract document.
17. Response to this RFP acknowledges the vendor's acceptance of all sections and requirements of this document. The RFP will be written into the successful vendor's proposal as part of the system contract. IF THE VENDOR’S PROPOSAL DOES NOT COMPLY WITH THE REQUIREMENTS OF THIS RFP, OR IF AN ITEM IS NOT UNDERSTOOD IN ANYWAY, A COPY OF THAT SECTION OF THE RFP MUST THEN BE INCLUDED IN THE PROPOSAL AND ALL ITS COPIES CLEARLY STATING THE DEVIATION, ADDITIONS, OR OTHER COMMENTS.

## **B. SPECIFICATIONS AND CONDITIONS**

1. The selected vendor shall meet the standards and requirements of: (a) the State Sanitary Code, Chapter X, Minimum Standards for Food Establishments; (b) 105 code of Massachusetts Regulations (CMR) 590.009(B); and (c) the rules and regulations of the Truro Board of Health.
2. The selected vendor shall obtain all necessary state and local permits and licenses. The selected vendor shall meet all the requirements of the Truro Board of Selectmen, Health Agent, and Board of Health, including, but not limited to, vehicular safety standards, insurance, as well as sanitary and food service requirements.
3. The selected vendor shall locate the approved mobile vendor unit at the designated area of the approved beach(es) only. This location shall be determined by the board of Selectmen. At the Head of the Meadow Beach, the mobile vendor unit shall be located in the northeasterly corner of the parking lot.
4. The selected vendor shall provide all required utilities, e.g., electricity and water, necessary for the food service operation, and shall provide a trash and recycle receptacle for the mobile vendor unit.
5. The selected vendor shall provide food service on all fair weather days, including holidays and weekends, between the hours of 10:00 a.m. and 4:00 p.m. through the term of the permit, the period from the third weekend in June through Labor Day.
6. The selected vendor shall not assign, or sublease any portion of the licensed service.
7. The selected vendor shall carry concessionaire's liability/product liability insurance in the amount of \$1,000,000 and shall provide the Town of Truro with a certificate of endorsement with the Town of Truro listed as an additional insured for the beach season period of the permit, from the third weekend in June through Labor Day. The selected vendor shall also carry Worker's Compensation Insurance in the amount of \$500,000., and shall provide the Town of

- Truro evidence of such insurance coverage, unless the business owner operates the mobile vendor unit, and does not hire employees to do so.
8. The selected vendor shall make payment in full two weeks after the award of the proposals by certified check or money order.
  9. The Town of Truro shall have the right to revoke the concession permit for the Beach Food Vendor for reasonable cause, including, but not limited to: (a) failure to maintain a sanitary mobile vendor unit in conformity with all applicable state and local standards, (b) inappropriate, offensive, or criminal behavior by the vendor, or any employee or agent of the vendor, (c) misrepresentation of information provided in the enclosed vendor permit application, (d) failure to service the public as required by Section #5 above, or (e) failure to maintain a respectable, family-oriented, food service operation in the best interest of the public and the Town of Truro.
  10. The selected vendor shall adhere to the following guidelines for Sale and Preparation of Food from a Mobile Food Vendor Unit:
    - a. All packaged food must come from a licensed source, and must be packaged and labeled;
    - b. All potentially hazardous foods must be maintained at proper temperatures: frozen <0° F; hot holding >140° F and cold holding <41°F. Wrapped cold foods are prohibited from direct contact with ice;
    - c. Thermometers must be available, and in use for monitoring food temperatures;
    - d. Employees and vendors must be able to wash hands with soap and hot water within the mobile unit or the use of a hand washing station approved by the Health Agent. Full restrooms with lavatories are not available at Truro beaches;
    - e. At the concession unit, foods must be adequately protected from the elements, insects, and the public. Good food-handling practices must be observed;
    - f. Only single-service items may be used, and must be protected;
    - g. Only single-service condiments shall be used;
    - h. Only single canned or bottled beverages will be allowed for sale; canned and bottled beverages may be stored in ice.
    - i. Arrangements must be made for trash and recycle disposal; and adequate storage facilities must be available both at the site and at the base of operations.
    - j. The mobile vending unit must be kept clean at all times. A labeled spray bottle of sanitizing solution must be available for cleaning all food contact surfaces:
      - Chlorine sanitizer: 50-100 PPM (1/2 TBL non-scented household bleach per 1 gallon water for 100 ppm solution)
      - Quaternary Ammonium sanitizer: 200 ppm (follow product instructions)
    - k. All mobile food vendors must operate from a licensed fixed facility (base of operations). Mobile food operations not equipped with adequate water and waste systems to facilitate handwashing and the cleaning/ sanitizing of utensils are restricted to the preparation and service of frankfurters and non-potentially hazardous foods.
    - l. The vendor will supply the Town with a listing of all food items to be sold and a price list.

### **C. NOTIFICATION OF AWARD**

All proposers will be notified of the selection decision within approximately 7 days of the date proposals are due to the Town unless otherwise notified by the Town. In no case will the award be made beyond 90 days unless the vendor agrees to extend the period of time in which the proposal is valid.

### **D. AGREEMENT OF CONTRACT**

This RFP, as well as the selected vendor's proposal, and any addenda to that proposal will become part

of the final contractual documents. At the time of the signing of the contract, the concessioner/vendor shall submit the liability insurance and Worker's Compensation Insurance documentation as outline in section III.E and III.B.7.

#### **E. INSURANCE REQUIREMENTS**

Refer to section III.B.7.

### **SECTION IV. PROPOSAL REQUIREMENTS**

#### **A. MINIMUM REQUIREMENTS**

The Town of Truro shall reject proposals which do not meet the following certain minimum requirements:

1. Three (3) years of management experience in the restaurant and/or large scale concession operation.
2. Minimum acceptable guaranteed lease amount: \$500.00
3. The proposal must be from an established corporation, partnership, firm or individual who normally furnish such services as the principal business for which the corporation or firm is formed or has a minimum of three (3) years experience in managing a similar food service business. A description of the business including a list of clients (does not have to be a complete list; a sample is acceptable, including a complete list for the past three (3) years) and number of employees is required.
4. The proposer must provide a list of the names and titles of personnel who will be assigned to represent the business and who will be the principals and key personnel. Include resumes with their experience and qualifications.
5. A business plan.
6. The proposal must be received in the Purchasing Agent's before the deadline for receipt of proposals, and must be complete (must include or address all items specified in Section V - Proposal Submission Requirements).
7. The vendor must have signed all forms (listed in section III. A.4 and attached hereto) and include them in the proposal package.
8. The proposal must be signed by an agent of the company who has authority to bind the company to a firm proposal price.

#### **B. TECHNICAL SCOPE OF SERVICES**

The following is a summary of the services the Town of Truro is requesting of the successful proposer.

Proposer will operate and maintain a high standard of food concession at Head of the Meadow Beach, Truro, MA.

It is expected that the start up of the successful proposer's operation will be on or about June 20, 2015 (estimated official day of opening) - hours of operation shall be consistent with section III. B. 5.

**Manager on Duty** – It is a strongly stated requirement that the Principal be onsite in a significant fashion during the peak time of operations to insure the proper management of the concession.

**Public Health and Safety** - The proposer must submit detailed evidence that past operations managed and run by the prospective firm (or individual) have complied with all health and safety regulations concerning the operation of Snack Bar Concession service establishments. A full and accurate disclosure of any issues concerning Public Health, Public Safety histories is required to show the applicant has a demonstrated clean record in accordance with business operations of this nature.

**Criminal Histories (CORI)** - The Town shall conduct a Criminal Offender Record Information (CORI) check on all employees and the principal to perform work on site for this contract. Any unacceptable results of CORI check shall result in an employee being unable to work on the premises.

**ServSafe Food Safety Certification** - The successful proposer will submit evidence that two employees have ServSafe Certification (a primary and a backup). A certified ServSafe person must be present at all times during which the snack bar concession is in operation.

**Minimum Staffing** - A main function of the concession service is to provide prompt service to the visitors to the Head of the Meadow Beach and to provide adequate staffing. Please describe your staffing plan in your business plan.

**Dress Code** - It is recommended that a dress code be in effect for all concession employees while on the premises. The Town requires a neat and tidy appearance.

#### **C. FINANCIAL SCOPE OF SERVICES**

The Financial Scope of Services must include any information that would assist the evaluation committee in selecting the best-suited proposal.

The minimum bid amount for this business opportunity is \$500.00.

**Business Plan** – Proposer to submit a detailed business plan with your proposal submittal for this business opportunity.

#### **D. ADDITIONAL NARRATIVE/COVER LETTER INFORMATION**

1. Please summarize what you believe your firm offers that is unique from other providers of concessionaire services.
2. Please provide at least three (3) references with contact phone numbers. These references should be able to accurately vouch for your ability to meet the scope of this proposal.
3. A commitment needs to be made that the proposer, if given the award by May 18, 2015, can be operational on June 20, 2015. Refer to the Key Dates exhibit found on page 3.
4. Please list the anticipated amount of support services and/or documents the Town would be required to provide.
5. A dress code policy that demonstrates a professional approach to serving the public is required. This should be detailed enough to allow the evaluation committee to understand the proposer's approach to this important area in presenting a well-run concession business.

### **SECTION V. PROPOSAL SUBMISSION REQUIREMENTS**

#### **A. SUBMISSION**

One (1) sealed envelope, containing one (1) unbound original and one (1) copy of the complete proposal marked "Beach Concession 2015." must be received per the time frame outlined in section II. It

is the sole responsibility of the proposer to insure that the proposal arrives on time and at the designated place.

Within your Proposal, please supply each of the following items and clearly structure and label your Proposal.

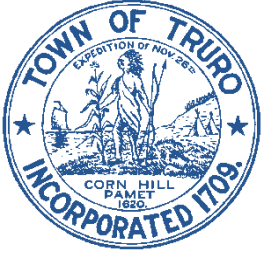
1. Narrative/Cover Letter including name of Proposer, address and telephone number and signed in ink by someone authorized to sign such documents.
2. Submit Dress Code of employees.
3. Submit résumés for principal(s) and key personnel (if selected). If key personnel are not selected at the time of proposal submittal, provide staffing plan and qualification requirements.
4. Provide business plan, sample menus and pricing and any other pertinent information required for the evaluation committee to use in their review process and all other requested information stated herein.
5. ServSafe certification and past health and safety track record.
6. All forms (listed in section III. A.4 and attached hereto) signed and dated.
7. Bid amount **in a separate sealed envelope** clearly marked at the bid proposal with the name of the Proposer.

## **B. CONTACT INFORMATION**

Clarification and interpretations of this RFP must be requested in writing, email preferred. Responses shall be likewise furnished. The last day to submit written requests can be found in the section Key Dates for this Proposal. Please contact the Town of Truro for clarification of this RFP. Direct all inquiries regarding the plan to:

Rae Ann Palmer, Town Administrator  
24 Town Hall Road  
Truro, MA 02666  
Phone: (508) 349-7004  
Fax: (508) 349-5505  
Business Hours: 8:00 a.m. - 4:00 p.m.  
Monday through Friday  
[rpalmer@truro-ma.gov](mailto:rpalmer@truro-ma.gov)





Appendix A

# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## Certificate of Non-Collusion

**Description of Proposal:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

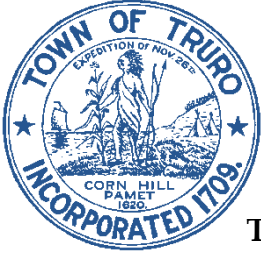
**Date of RFP:** \_\_\_\_\_

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.

\_\_\_\_\_  
(Name of Person Signing Proposal)

\_\_\_\_\_  
(Name of Business)

*This form must accompany proposal*



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## STATE TAXES CERTIFICATION CLAUSE

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes under law.

\_\_\_\_\_  
\*Signature of individual or Corporate Name  
(Mandatory)

by: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary) or Federal Identification #

\* Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant.

\*\* Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of Mass. G.L. 62C s. 49.A.



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## Beach Food Vendor Concession Permit Application

Name of Firm, or Applicant: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Location of Base of Operation: \_\_\_\_\_

Description of Vehicle: \_\_\_\_\_

Vehicle Identification Number: \_\_\_\_\_

Vehicle Registration Number: \_\_\_\_\_

List Food Items to be Sold: \_\_\_\_\_

\_\_\_\_\_

Description of Equipment: \_\_\_\_\_

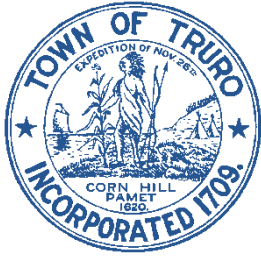
\_\_\_\_\_

Proposal amount for Permit for the beach Season: \_\_\_\_\_ (\$ \_\_\_\_\_)

I, the undersigned, the authorized representative of \_\_\_\_\_, hereby certify that all the information contained herein is accurate and complete and that I have read the Specifications and Conditions of the Town of Truro Beach Vendor Permit contained in this Request for Proposal, understand the requirements of these Specifications and Conditions and agree to comply with the requirements and standards contained therein.

\_\_\_\_\_  
Owner, Principal or Authorized Representative

\_\_\_\_\_  
Date



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

## REVENUE ENFORCEMENT AND PROTECTION CERTIFICATION (REAP)

Pursuant to M.G.L.Ch. 62C. Section 49A. I certify under the Penalties of Perjury That I Have Filed All Mass. State Tax Returns and Paid ALL Mass. State and Town Taxes Required under Law.

Company Name: \_\_\_\_\_

Street and No: \_\_\_\_\_

City or Town: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Social Security or Federal Identification Number: \_\_\_\_\_

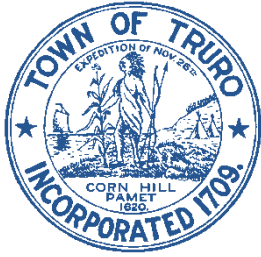
Certified by State Office of Minority and Women Business Assistance (SOMWBA): \_\_\_\_\_

Date of Certification: \_\_\_\_\_

Failure to complete this form may result in rejection of the RFP.

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

\_\_\_\_\_  
Date



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004 , Extension: 10 or 24 Fax: 508-349-5505

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, proved to me through satisfactory evidence of identity, which was \_\_\_\_\_, to be the person whose name is signed below, 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.

(Seal)

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, proved to me through satisfactory evidence of identity, which was \_\_\_\_\_, to be the person whose name is signed below, and 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.

(Seal)

\_\_\_\_\_  
Notary Public