

TOWN OF HOPKINTON, MA
PURCHASING DEPARTMENT



DEPARTMENT OF PARKS AND RECREATION
REQUEST FOR PROPOSALS:
CONCESSION STAND OPERATION AT
Fruit Street Field Amenities Building
29 Pratt Way, Hopkinton, MA 01748

Bid Deadline: March 20, 2024 at 10:00 a.m.

March 2024
TOWN OF HOPKINTON, MA
PARKS & RECREATION DEPARTMENT
6 Walcott Street, Hopkinton, MA 01748

REQUEST FOR PROPOSALS

**The Town of Hopkinton, MA invites proposals from vendors for:
CONCESSION STAND(seasonal) OPERATION at
Fruit Street Field Amenities Building located at 29 Pratt Way, Hopkinton, MA 01748**

Sealed proposals will be received until: **10:00 a.m., Wednesday, March 20, 2024**. Sealed proposals must be submitted to the Town of Hopkinton Procurement Department, Hopkinton Town Hall, Room 212, 18 Main Street, Hopkinton, MA 01748. No electronic bids will be accepted and all late bids will be rejected.

All proposals shall be submitted as follows: In an envelope place one (1) ORIGINAL and six (6) paper COPIES along with one (1) DIGITAL copy of the Technical Proposal. The sealed envelope must be marked as follows, “*Technical Proposal-Concession Stand Operation-Town of Hopkinton Parks & Recreation.*” The name of the Proposer’s firm should appear in the upper left corner of the envelope. In a separate envelope, place one (1) ORIGINAL COPY of the Price Proposal, seal and mark this envelope as follows, “*Pricing Proposal-Concession Stand Operation-Town of Hopkinton Parks & Recreation.*” The name of the Proposer’s firm should appear in the upper left corner of the envelope

Shortly after proposals are opened by the evaluation committee, consisting of the Recreation Commission and the Recreation Director, a list of bidders will be created and posted to the Town’s website:

<https://www.hopkintonma.gov/departments/procurement.php>.

Members of the evaluation committee will review and evaluate all proposals received. An award will be made to the most advantageous proposal, based on a lump sum amount payable by the proposer to the Town, as well as other criteria. The individual or firm awarded the contract will be posted on the Town’s website.

Proposal documents will be available via the Town’s website at

<https://www.hopkintonma.gov/departments/procurement.php> on **Wednesday, March 6, 2024 after 10:00 a.m.**

Bid surety is not required with this bid. However, the successful bidder will be required to furnish a **Performance Bond or Cashier’s Check in the amount of \$1,000.00 with their signed contract.**

The term of the awarded contract shall extend from the date of execution through June 15th, 2025.

All proposals are subject to the provisions of M.G.L. c.30B. In addition, the Awardee must comply with all Local, State and Federal laws and guidelines relating to employment and food service.

It is the sole responsibility of the Proposer to ensure they have received and to acknowledge any and all addenda issued prior to the bid opening. Addenda will be posted to the Town’s website.

The Town will reject any and all bids in accordance with the above referenced General Laws. In addition, the Town reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact Maureen McKeon, Procurement & Grants Manager, at least two business days in advance of the meeting: mmckeon@hopkintonma.gov

I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

The *Chief Procurement Officer* has determined that a Request For Proposals (RFP) is appropriate in order to select the most advantageous proposal for a firm to supply concession operations for residents of Hopkinton and surrounding communities.

It is essential that the Town retain the services of a management firm (“Contractor”) with the appropriate background to operate the concession stand (Concession) so that the public will be assured it will be provided food, drink and service that is professionally managed and expertly administered. The Town’s evaluation committee shall review, evaluate and rate each proposer’s technical information on the factors set forth below, on experience working in food service for the public and private sector. Upon completion of the evaluations, the Town will open price proposals. It is the policy of the Town to continually improve the quality of service being offered at an affordable price to its patrons. To achieve this goal, the Town will award a contract, if at all, to the Contractor the Town determines most advantageous, taking into consideration its price and non-price proposals. The RFP process will enable the Town to give higher ratings to proposers whose experience in public management operations and whose key personnel have superior experience in the operation of public and private food service/concessions.

The proposer’s Price Proposal shall be expressed as a whole number. The proposer offering to pay the highest price for the opportunity to exclusively run the concession stand may not necessarily be awarded the contract since the contract will be offered to the most advantageous proposer, taking into consideration both price and non price proposals.

II. PURPOSE

The Town, through its Parks and Recreation Department, is soliciting the services of interested and qualified concession operators to set up, manage and maintain the concession stand at Fruit St Field Amenities Building.

The Contractor will be responsible for providing, at minimum, the following services: management, staffing, maintenance, cleaning, and operation of the concession stand in accordance with a formal management agreement. The Contractor will be responsible for any advertising they wish to utilize.

III. SCHEDULE

Key Dates for This Proposal:

RFP Released: Wednesday, March 6 after 10:00 AM

Pre-bid site meeting: Tuesday, March 12, 2024 at 10 AM

Question(s) Submittal Deadline: Wednesday, March 13, 2024 at 12:00PM

Questions Answered: On or before Friday, March 15, 2024 at 2:00PM

Proposal Due: Wednesday, March 20, 2024 at 10:00 AM

IV. BACKGROUND

The Concession Stand is located at the Fruit St Field Amenities Building at 29 Pratt Way, Hopkinton, MA.

V. CURRENT SITUATION

The Amenities Building and its concession stand are under the jurisdiction of the Hopkinton Parks and Recreation Department.

VI. INSTRUCTIONS TO PROPOSERS

A. GENERAL

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the Chief Procurement Officer in the Accounting Department, Hopkinton Town Hall, 18 Main St., 2nd Floor, Hopkinton, MA 01748, no later than 10:00 a.m., March 20, 2024.

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the lump sum dollar amount the proposer will pay to the Town in consideration of the contract hereunder and (ii) a Price Proposal, which shall consist a lump sum dollar amount that the proposer agrees to pay to the Town. There is no minimum price the Town will require from the Proposer.

Proposers shall submit one (1) original plus (6) copies each of the Technical Proposal and one (1) of the Price Proposal. Please ensure that Technical and Price Proposals are submitted in separate sealed envelopes. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

EMAIL AND FAXED PROPOSALS WILL NOT BE ACCEPTED.

B. SUBMISSION OF PROPOSAL

One (1) Original, Six (6) Copies and **One (1) Digital Copy** of the TECHNICAL and **One (1) Original (no copies)** of the PRICE PROPOSALS must be submitted in **separate sealed** envelopes, plainly marked:

“Technical Proposal - Concession Stand Operation - Town of Hopkinton Parks & Recreation” and along with your company’s name on both envelopes.

IF PRICE IS INCLUDED IN THE TECHNICAL PROPOSAL, A PROPOSAL MAY BE DISQUALIFIED.

1. The Proposer’s technical proposal shall be signed by a duly authorized representative and submitted with **Attachment B-Technical Proposal Cover Sheet** and shall include but not be limited to the narrative descriptions outlined on the sheet entitled Technical Proposal - Minimum Criteria

2. **Attachment B** and the narrative descriptions shall be placed in a separate sealed envelope marked *“RFP- Town of Hopkinton-Technical Proposal - Concession Stand Operation.”*

3 The lump sum price to be paid to the Town shall be submitted on **Attachment A**. This completed form shall be signed by an authorized representative of the Proposer and **placed in a separate sealed envelope marked “RFP-Town of Hopkinton-Pricing Proposal -Concession Stand Operation”**

C. QUESTIONS

Questions should be submitted in writing **before noon on March 13, 2024 to:**

E-mail: mmckeon@hopkintonma.gov Maureen McKeon, Procurement & Grants Manager for the Town of Hopkinton.

Addenda may be issued by posting on the Town’s website as needed.. It is the Proposer’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date.

Copies of addenda will be made available for inspection at the location listed in the Town’s Purchasing Department will be posted to the Town’s website

<https://www.hopkintonma.gov/departments/procurement.php>

All proposers must acknowledge all addenda in the TECHNICAL proposals only.

D. EXAMINATION OF DOCUMENTS

Each Proposer shall be satisfied, by personal examination of the location of the contemplated services and by any other means, as to the requirements of the contemplated services to enable the intelligent preparation of this proposal. The Proposer shall be familiar with all RFP Documents before submitting the proposals in order that no misunderstanding shall exist in regard to the nature and character of the contemplated services to be performed. No allowance will be made for any claim that the proposal is based on incomplete information as to the nature and character of the area or contemplated service.

E. PROPOSAL ACCEPTANCE

The Town will give notice of the acceptance of the proposal and intention to award a contract by emailing the contract, to the winning proposer. Upon receipt of the contract, the successful Proposer shall sign, with DocuSign, and return the contract duly signed and properly executed, within ten (10) calendar days of receipt of the notice of acceptance with all required documentation, including performance bond or check and all proofs of insurance. If the successful Proposer fails to execute the Agreement within such a time period, the Town may accept another proposal. The failure of any Proposer to examine the Agreement documents shall not relieve it from the obligations it will incur if its proposal is accepted. The Town reserves the right to reject any or all proposals, or any part(s) thereof, if in the best interest of the Town to do so, and to amend the Agreement as the Town deems to be in its best interest. The Town reserves the right to waive any mistakes or informalities in the proposals received and may request supplementary information from any particular Proposer if it determines that the granting of such waiver or the receipt of such additional information would be in the best interest of the Town. Each out-of-state Proposer shall furnish with its proposal a certification from the Office of the Secretary of State verifying that it is legally authorized to do business in the State of Massachusetts. Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive and will be rejected.

H. ACCEPTANCE OF PROPOSAL CONTENT

All or part of the successful proposal submitted shall become incorporated into the final contract documents.

I. PROPOSAL EXPENSES

Expenses for developing the proposals are entirely the responsibility of the Proposer and shall not be chargeable in any manner to the Town.

F. CONTRACT AND TERM

The contract between the Town and the Awardee shall not take effect until signed by both parties and approved by the Town Manager of the Town of Hopkinton. The term of the contract shall extend from the day of execution of contract through June 15th, 2025.

G. METHOD OF PAYMENT

The Contractor shall be required to remit the minimum guarantee as provided in Section VII of the attached form of contract. Checks shall be made payable to the Hopkinton Parks & Recreation Department and submitted to the manager assigned by the department for deposit into the proper Town account. Upon conclusion of each season but in any event before December 1st of each year, the Awardee shall submit a complete accounting of revenues for that season to the Parks and Recreation Director and make final payment of the agreed upon amount.

H. INSURANCE REQUIREMENTS

The Contractor will provide the Town with two or more certificates of insurance as follows:

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.149, §34 and c.152 as amended.

PUBLIC LIABILITY

Minimum Bodily Injury and Property Damage Liability \$1,000,000 each occurrence and a \$3,000,000 aggregate.

Property Damage \$500,000 each occurrence with a \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury \$1,00,000 each person with a \$1,000,000 aggregate

Property Damage \$1,000,000 each occurrence with a \$1,000,000 aggregate

The Town shall be named as additional insured on the Contractor's Liability Policies.

I. UTILITIES

All utility expenses such as water, sewer, electricity, etc., which are or may be required to operate the Concession, will be borne by the Town.

J. MATERIALS AND SUPPLIES

Included in the current facility:

- 3 compartment sink
- 1 separate compartment sink
- 1 Grease Guardian X (automatic grease removal system)
- 1 metal rolling countertop
- 2 concession windows with slide up mechanism
- 1 3-shelf metal storage unit

The Proposer shall furnish and install all other items of equipment as it is necessary to properly store and dispense the food items to be sold.

K. FEES

Fees for goods offered for sale must be approved by the Recreation Director. The Proposer must present its fee proposal to the Director prior to concession stand opening each year for the forthcoming season. The Recreation Director has final authority to establish all fees for the forthcoming season and for each year of the contract.

L. BOOKS AND RECORDS

The proposer shall keep the books of accounts and records of all operations and establish a system of bookkeeping and accounts in a manner considered to be good accounting practice according to the American Institute of Certified Public Accountants and satisfactory to the Town and shall permit inspection of said books and records by the Town as often as deemed necessary in the opinion of the Town. Upon request by the Town, the proposer shall also provide monthly financial reports on the operation of the concession stand in a form satisfactory to the Town.

M. PERFORMANCE BOND

The proposer will, at or before the execution of the resulting agreement, furnish to the Town an acceptable corporate surety bond or Treasurer's Check in the penal sum of one thousand dollars (\$250), or equivalent security, as security for faithful performance and non-negligent performance of the agreement. The bond shall be in force at all times during the term of the management agreement.

N. FORCE MAJEURE

Neither the Town nor the proposer shall be deemed in breach of any contract which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstances not within its reasonable control.

O. TERMINATION

The Proposer shall peaceably and immediately give up and surrender to the Town the premises and every part thereof at the termination of the agreement in the same condition that they were received.

P. NON-DISCRIMINATION/EQUAL OPPORTUNITY.

The Proposer shall comply with all local, state and federal laws and regulations pertaining to non-discrimination and equal opportunity in the areas of employment, subcontracting, and use of Town facilities.

Q. ASSIGNMENT

The Proposer shall not assign or subcontract any portion of the operation without prior written approval from the Town.

R. INDEPENDENT CONTRACTOR

The Proposer and its employees will operate as an independent contractor and are not considered to be Town employees.

VII. SCOPE OF SERVICES

I. CONCESSION STAND OPERATION PROGRAM

A. Objectives

1. Provide a high-quality service and affordable food and drink concession program for the Town.
2. If possible, expand the numbers of community members participating and utilizing the service of the property's concession stand.

B. Responsibilities

1. Set up, supervise and maintain a qualified concession stand operation.
2. Promote safe operation of the concession stand in the Town.
3. Create new offerings of food and drink concessions for the Town.
4. Administer all Local, State and Federal laws pertaining to the operation of an establishment serving food and drink to the public and obtain any necessary permits pertaining to the operation.
5. Work smoothly with a wide variety of Town departments, officials, employees and the public.
6. Safety - The Contractor is not to leave the premises until operations of the concession stand have ceased for the day.

II. CONCESSION MANAGEMENT

A. Hours and Days of Operation. The primary operating period shall consist of two seasons, Spring and Fall; Saturdays and Sundays (Monday through Friday is not required)

- Spring season: 1st Saturday in April through 3rd Sunday in June.
 - Saturdays 8:30am to 6:30pm
 - Sundays 8:30am to 6:30pm
- Fall season: 1st Saturday in September through 2nd Sunday in November.
 - Saturdays: 8:30am to 5:30pm
 - Sundays: 8:30am to 5:30pm.
- Additional tournaments played on weekends outside of the primary operating period include but are not limited to:
 - Weekends in March
 - Memorial Day weekend
 - Labor Day weekend
 - Indigenous People's Day weekend

Changes to the operating schedule can be made only with the written approval of the Parks & Recreation department.

B. Maintenance. Contractor will accept all properties, facilities, and equipment "as is" in their presently existing condition. It shall, at its own expense, maintain the condition of the concession stand. It is further understood that the Contractor will provide the Town a monthly management report consisting of estimated attendance, income of sales, maintenance undertaken, and other minor repairs that may have been performed. Any major repairs to the concession stand will not be made without the prior consent of the Town. Routine repairs for purposes of public safety may be made immediately.

C. Minimum Staffing. It is the intent of the Town to have a qualified individual who is associated with the Contractor and will serve as the on-site manager of the concession stand. Such individual must have full authority to act for the Contractor and bind it in all respects with regard to the operation of the concession stand. All Contractor personnel shall wear staff shirts or other staff apparel when on duty identifying them as a Contractor employee.

III. REPORTING RELATIONSHIP

A. The Contractor reports directly to the Parks & Recreation Director or their Designee.

B. All activities and other programs must be approved on a case by case basis by the Recreation Director prior to advertising any additional programs.

C. The administrative staff will respond to phone calls that come into the department to the best of their ability. The Proposer will provide scheduling and other basic information to the administrative staff for this purpose.

IV. FINANCIAL RELATIONSHIP

A. The Contractor's POS (Point of Sale) System must be maintained and available for tracking and auditing by the Town.

B. The Contractor will be responsible for all expenses associated with the concession stand program inclusive of staff, advertising, permits and all other program expenses.

C. Promotional, marketing, sales and equipment expenses will be borne by the Contractor, with the exception of circumstances that have prior approval of the Recreation Director.

V. LOCATION

A. The Contractor will provide his/her own office space but will be allowed to perform paperwork in the concession stand when necessary.

VIII. MINIMUM CRITERIA

In order to be deemed responsive, proposers must satisfy the Minimum Criteria set forth below.

Proposals that do not demonstrate compliance with the Minimum Criteria will not be further considered.

The Town will not award a contract except to a responsible and responsive proposer that has documented successful experience in accordance with the certain minimum requirements:

A. EQUIPMENT

1. The Food and Drink Concession Firm must provide their own Point of Sale system and all materials related.

2. The Food and Drink Concession Firm must provide proof of computerized financial record keeping either with a custom point of sale or a laptop using excel software.

3. The on-site manager will need to be equipped with a cell phone for their use.

B. STAFF EXPERIENCE

1. Three (3) years' Management experience by the individual that will manage the staff and maintenance routine of the Hopkinton Concession Stand.

2. The on-site manager must have full authority to act for the management firm and bind the management firm in all respects with regard to the operation of the Hopkinton Concession Stand.

3. The Food and Drink Concession Firm shall have minimum staffing levels of 1 manager and 1 staff person to meet the demand of the public.

C. QUALIFICATIONS AND CERTIFICATIONS

1. The Food and Drink Concession Firm must provide proof that all staff associated have completed and passed a MA CORI background check.

2. The Food and Drink Concession Firm shall have valid ServSafe Food Manager and Allergen Awareness certifications.

3. The equipment, facilities and operation of the concession stand shall be inspected by the Town Health Administrator/Agent. Upon inspection completion the Firm shall secure a Seasonal Food Service Establishment Permit from the Hopkinton Board of Health. Cost of the permit is at the Firm's expense.

IX. COMPARATIVE CRITERIA

Proposals that meet or exceed the Minimum Criteria will be evaluated and rated on the basis of the following Comparative Criteria set forth below. The Town reserves the right to ask any proposer to provide additional supporting documentation in order to verify its response.

Ratings of Highly Advantageous (HA); Advantageous (A); Not Advantageous (NA); or Unacceptable (U) will be given to each of the following criteria for each proposer. A composite rating will then be determined. A composite rating of Highly Advantageous or Advantageous may be assigned only if a proposal has received at least one such rating among the criteria listed below.

To the extent that an Evaluation Criterion requires the certification of fact, the proposer's certification as to that fact shall be an adequate response provided, however, that on request the proposer shall provide to the Town such evidence as the Town may request to support that fact.

Proposals shall be evaluated based on the following criteria:

A. CONCESSION MANAGEMENT

1. The ability of management firm to manage, maintain and operate public Concession Services.

Highly Advantageous - More than three (3) years' actual on-site experience by all the management employees of the management firm, at five (5) or more public or private concession service locations, if public, which sites generated income for the community while remaining affordable for the public, if private, which sites generated income for the enterprise while maintaining prices that fell within industry standards.

Advantageous - Three (3) years actual on-site experience by one or more of the management employees of the management firm, at five (5) or more public or private concession services, if public, which sites generated income for the community while remaining affordable for the public, if private, which sites generated income for the enterprise while maintaining prices that fell within industry standards.

Not Advantageous - Less than three (3) years (complete outdoor concession season) actual on-site experience by management employees of the management firm; or experience involving operation of concession services which failed to generate income.

Unacceptable - No experience in the management, maintenance or operation of public or private concession services.

2. Management firm's plan to provide required maintenance at the Fruit Street Field Amenities Building that would make available access to the Concession Stand easier for the public.

Highly Advantageous - Submission of a plan for maintenance at the Concession Stand that would not require an increase in fees or require any funding from the Town.

Advantageous - Submission of a plan for maintenance at the Concession Stand that would require an increase in fees and not require any additional funding from the Town.

Not Advantageous - Submission of a plan for maintenance at the Concession Stand that would require an increase in fees and would require additional funding from the Town.

Unacceptable - No maintenance plan submitted.

3. Management firm's plan to provide additional incentives to increase the amount of use by Hopkinton residents, by youth and seniors and to increase community spirit and public awareness of the Concession Stand as a community resource.

Highly Advantageous - A plan which sets forth at least three (3) specific incentives which will be offered by the management firm.

The incentives should have either a proven effect or be reasonably calculated to achieve their goals and should be in keeping with the character of the Concession Stand as a community resource. Such a plan would involve no cost to the Town.

Advantageous - A plan which sets forth less than three (3) specific incentives or sets forth incentives which are tentative and not in keeping with the character of the Concession Stand as a community resource. Such a plan would involve no cost to the Town.

Unacceptable - No plan; a plan which involves cost to the Town; a plan which sets forth incentives which are tentative or which are not in keeping with the character of the Concession Stand as a community resource.

4. Accountability of Revenues. The management firm shall submit a detailed description of the method to be used to ensure the accountability for all revenues generated at the Concession Stand.

Highly Advantageous - A plan which specifically details an accurate method for recording and accounting for revenues that are taken in as part of the Concession Stand; and includes a comprehensive report describing the manner in which these revenues are reported to the Town and how the amounts can be verified by the Town; and identifies the person who would be submitting this information to the Town.

Advantageous - A plan which generally describes an accurate method for recording and accounting for revenues that are taken in as part of the Concession Stand; and includes a report describing the manner in which these revenues are reported to the Town and how the amounts can be verified by the Town; and identifies the staff position who would be submitting this information to the Town.

Unacceptable - A poor or no plan submitted; or does not sufficiently describe an accurate method for accounting for the revenues in as part of the Concession Stand; or does not have a method for the Town to verify the accuracy of the numbers submitted; or does not present either the name or staff position of the person who would be submitting the information to the Town.

B. CONCESSION STAND PROGRAM

1. Teaching and Directing Staff

The extent of the Concession Stand Management Firm's personal, recent, direct experience operating and supervising employees at municipal Concession locations..

Highly Advantageous: Concession Stand Management Firm has been personally supervising municipal concession employees steadily for at least the past five years up to the present day.

Advantageous: Concession Stand Management Firm has been personally on site supervising municipal concession stand employees steadily for at least the past three years up to the present day.

Not Advantageous: Concession Stand Management Firm has not been personally on site supervising municipal concession stand employees steadily during the past three years.

2. Promotions and Marketing

The extent of Concession Management Firm's experiences promoting a municipal Concession Stand program by marketing directly to the public via an advertising campaign.*

Highly Advantageous. Concession Stand Management Firm has at least five years' experience.

Advantageous. Concession Stand Management Firm has at least three years' experience.

Not Advantageous. Concession Stand Management Firm does not have at least three years' experience.

*Note: Concession Stand Management Firm is required to submit two paragraphs explaining how their promotion program worked and what success it achieved.

3. Sample Menu Items

The extent of the Concession Stand Management Firm's ability to provide a wide range of menu items, including "healthy options".

Highly Advantageous: Concession Stand Management Firm has established a diverse menu including a number of healthy options.

Advantageous: Concession Stand Management Firm has provided a standard list of menu items including a couple of healthy options

Not Advantageous: Concession Stand Management Firm has not provided a sample menu, or included healthy options.

C. TOTAL LEADERSHIP OF A CONCESSION STAND SERVING A POPULATION IN EXCESS OF 1,000 (The extent of Concession Stand Management Firm's experience directing, promoting and administering a Concession Stand program for a population in excess of 1,000).

Highly Advantageous. Concession Stand Management Firm has at least five years' experience in a municipality with a population of 1,000 or more.

Advantageous. Concession Stand Management Firm has at least three years' experience in a municipality with a population of 800 or more.

Not Advantageous. Concession Stand Management Firm does not have at least three years' experience in a municipality with a population of 500 or less.

X. EVALUATION OF PROPOSALS AND AWARD OF CONTRACT

The contract will be awarded to the Proposer offering the most advantageous proposal, taking into consideration all evaluation criteria as well as price. All proposals shall remain firm for ninety (90) calendar days after the proposal opening.

As used herein, the term "qualified, responsible and responsive proposer" shall be defined as (i) a proposer which has demonstrated the skill, ability, and integrity necessary to the faithful performance of the contract and (ii) a proposer which has provided everything requested in this RFP.

A thorough reference check will be performed by Department of Parks and Recreation staff to determine the qualifications and past history of the proposer's previous contract(s) of comparable size, if one exists.

In evaluating proposals, the Town will consider the qualifications of only those proposers whose proposals are in compliance with the prescribed requirements. The Town reserves the right to reject any proposal if the evidence submitted by, or the reference check of such proposers fails to satisfy the Town that the proposers is properly qualified to carry out the obligations of the contract.

END OF SECTION

Attachment A

Price Proposal - Town of Hopkinton Department of Parks & Recreation

**Concession Stand Operation (seasonal) at Fruit Street Amenities Building
located at 29 Pratt Way, Hopkinton, MA 01748**

**This form must be completed and placed in a separate sealed envelope marked
“RFP-Price Proposal - Concession Stand Operation”**

Name of Firm or Individual Submitting Proposal:

Address:

Telephone #:

E-mail Address:

Name of Contact/Contract Administrator:

Email address:

Telephone number: *please include office & cell phone number*

Proposer acknowledges the following Addenda:

Proposer’s (lump sum) price offered to the Town for the seasonal operation of the concession stand:

Written in numerals: _____

Written in words: _____

Signature of Firm: _____

Printed name of Firm: _____

Date: _____

END OF SECTION

Attachment B

Technical Proposal Cover Sheet

**Concession Stand Operation (seasonal) at Fruit Street Amenities Building
located at 29 Pratt Way, Hopkinton, MA 01748**

**This form and accompanying documents must be completed and placed in a separate sealed envelope marked
*RFP-Technical Proposal - Concession Stand Operation-Town of Hopkinton***

Name of Firm or Individual Submitting Proposal:

Address:

Telephone #:

E-mail Address:

Name of Contact/Contract Administrator:

Email address:

Telephone number: *please include office & cell phone number*

Proposer acknowledges the following Addenda:

Signature of Management Firm: _____

(Title) _____

Date: _____

END OF SECTION

TOWN OF HOPKINTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add an additional sheet for starred items. This information will be utilized by the Town for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO

DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____ YES _____ NO **WBE**? _____ YES _____ NO or **MWBE**? _____ YES _____ NO (Refers to Women and Minority-Owned Businesses)

*5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

*6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?

_____ YES _____ NO

IF YES, WHERE AND WHY?

*7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO

IF YES, PROVIDE DETAILS.

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

*9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICLY BID? _____ YES _____ NO

TYPE OF WORK?: _____

CONTACT PERSON: _____

TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Town in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____

BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith 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 or individuals.

(Signature of individual)

(Printed name)

Name of Business: _____

CERTIFICATION OF TAX COMPLIANCE**

Pursuant to M.G.L. c.62C, §49A and requirements of the Town, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

Signature of Individual (Mandatory)

*** Contractor's Social Security Number or Federal Identification Number

Print Name: _____

Date: _____

Corporate Name: _____

By: _____

Date: _____

Corporate Officer: _____
(Mandatory, if applicable)

Print Officer Name: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the Town receives a signed copy of this Certification.

*** Your social security number may 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.

CERTIFICATE OF FOREIGN CORPORATION

The undersigned hereby certifies that it has been duly established, organized, or chartered as a corporation under the laws of: **(Jurisdiction)**

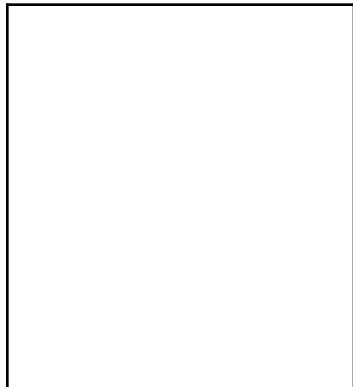
The undersigned further certifies that it has complied with the requirements of M.G.L. c. 30, §39L (if applicable) and with the requirements of M.G.L. c. 156D, §15.03 relative to the registration and operation of foreign corporations within the Commonwealth of Massachusetts.

Name of person signing proposal _____

Signature of person signing proposal _____

Name of Business (Please Print or Type) _____

Affix Corporate Seal here



Town of Hopkinton Environmentally Preferable Purchasing Statement

The purchase and use of products and services can have a profound impact on the environment. The Town of Hopkinton recognizes the positive impact that it can make on the environment through the purchasing decisions that it makes. It is the intent of the Town of Hopkinton to integrate environmental considerations into every aspect of acquisition. Although the environment may not be the core of our professional mission, the integration of these factors will result in economic, health, and environmental gains that will further our environmentally-friendly goals.

General Intent of Statement

The Town seeks to reduce the environmental damages associated with purchases by increasing acquisition of environmentally preferable products and services to the extent feasible, consistent with price, performance, availability, and safety considerations.

Environmental factors will be taken into account as early as possible in the acquisition-planning and decision-making process.

Responsibility for environmentally preferable purchasing will be shared among the program, acquisition, and procurement personnel.

Definitions

"Recycled Material" means material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Post-Consumer Recycled Material" means material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Environmentally preferable products" means products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose.

Statement to Bidders/Proposers

Bidders/Proposers able to supply products containing recycled materials or environmentally preferable products which meet performance requirements are encouraged to offer them in bids and proposals. To this extent, the Town reserves the right to award under the following circumstances:

When the bidder submits an offer to supply an environmentally preferable product or recycled material.

When the bidder documents the offer of environmentally preferable products or recycled materials.

An environmentally preferred product or recycled material may be considered best value even when the price is greater than that of a non-environmentally preferred product or service by an amount not to exceed ten per cent.

SAMPLE
CONTRACT FOR SERVICES

TOWN: Town of Hopkinton

TOWN'S REPRESENTATIVE: Norman Khumalo, Town Manager

VENDOR:

PROJECT:

SITE:

DATE:

BUDGET:

The Town hereby accepts the Vendor's proposal to perform services ("Services") in connection with the Project in accordance with and subject to: (i) the Terms and Conditions attached hereto as **Exhibit A**; (ii) Scope of Service attached hereto as **Exhibit B**; (iii) the salary or hourly rate attached hereto as **Exhibit C**. Collectively, these documents constitute this Agreement.

COMMENCEMENT OF WORK (check applicable box):

- This Agreement constitutes a notice to proceed with services.
- Services shall not be performed under this Agreement until the Town so advises the Vendor in writing.

INSURANCE:	MINIMUM INSURANCE LIMITS
General Liability (Bodily Injury & Property Damage):	\$1,000,000.00
General Liability – Aggregate:	\$3,000,000.00
Worker's Compensation:	\$ (as required by law)
Property Coverage (Materials in Transit)	\$ (value of materials)
Automobile Liability:	\$1,000,000.00
Umbrella Liability:	\$2,000,000.00
Umbrella Liability – Aggregate:	\$2,000,000.00

Professional Liability (Errors & Omissions): \$2,000,000.00

Professional Liability – Aggregate: \$2,000,000.00

PERSONNEL AND SUBCONTRACTORS:

List of Attached Exhibits (check applicable boxes):

Exhibit	A	B	C
Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Not Attached	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

TOWN:

VENDOR:

By: Norman Khumalo

By: _____

Title: Town Manager

Title: _____

Date Signed: _____

Date Signed: _____

Approved as to availability of funds:

By: _____

Title: _____

Approved as to form: _____

By: _____

Title: _____

Exhibit A
TERMS AND CONDITIONS

1. PERFORMANCE OF SERVICES

All Services of the Vendor shall be performed by qualified personnel. The Vendor's Project team shall consist of those persons identified on page 2 of this Agreement and the Subcontractors identified on page 2 of this Agreement. The employment by the Vendor of additional Subcontractors for any of the Services shall be subject to the prior written approval of the Town. No member of the Project team shall be replaced without the consent of the Town. The Town shall have the right to require the Vendor to remove any personnel from the Project for reasonable cause. The Vendor shall perform its Services in accordance with the highest professional standards of skill, care, and diligence. Without limiting the foregoing, the Town shall have the right to require the Vendor to cease providing Services immediately upon written notice.

2. TIME

The Vendor shall perform its Services as expeditiously as is consistent with the standards of professional skill and care required hereby. The Vendor shall perform its Services in coordination with the operations of the Town at the Sites specified and with any party engaged by the Town in connection with the Project. It shall be the obligation of the Vendor to request any information necessary to be provided by the Town for the performance of the Vendor's Services. Time is of the essence of this Agreement.

3. REIMBURSABLE EXPENSES

If out-of-pocket expenses are not included in the Vendor's fee, the Town shall compensate the Vendor for reimbursable expenses actually incurred; provided, however, that reimbursable expenses shall only be eligible for reimbursement if they have been submitted in advance and approved in writing by the Town. The Vendor agrees to use reasonable efforts to minimize expenses which are reimbursable by the Town.

4. VENDOR'S COMPENSATION

- a. Charges for Services: Billing and Payment: Payments shall be made to the Vendor for Services ordered on a Proposal or used by the Town on a per-use basis in accordance with the Rate Schedules attached hereto as Exhibit C.
- b. No Compensation for Certain Services: The Vendor shall not be compensated for any services made necessary by the fault or negligence of the Vendor
- c. Subject to Appropriation: The obligations of the Town hereunder shall be subject to appropriation on a fiscal year basis. In the absence of appropriation, this agreement shall be terminated immediately without liability of the Town of damages, lost profits, penalties, or other changes arising from early termination.

5. PAYMENT

The Vendor shall submit, not more often than monthly, statements for fees for Services rendered and reimbursable expenses (stated separately) incurred. The Vendor's statements shall include a description of the Services performed for the period in question with a progress report, and shall be in such form and detail and with such supporting data as the Town may reasonably require to show the computational basis for all charges (including reimbursable expenses), including a statement explaining any substantial deviation from the Vendor's anticipated work schedule, staffing plan and costs. Payment shall be due within thirty (30) days after the Town receives a proper statement. In no event shall the Town be liable for interest, penalties, expenses or attorney's fees. No payment made hereunder shall constitute or be construed as final acceptance or approval of that part of the Services to which such payment relates or relieve the Vendor of any of its obligations hereunder with respect thereto.

6. VENDOR'S ACCOUNTING RECORDS

The Vendor shall keep records pertaining to Services performed (including complete and detailed time records) and reimbursable expenses incurred, employing sound bookkeeping practices and in accordance with generally accepted accounting principles. All records pertaining to Services performed on a time card or unit price basis and reimbursable expenses shall be available to the Town or its authorized representatives for review and audit during normal business hours.

7. REPORTS, DRAWINGS, ETC.

All reports, drawings, plans and other data and material, including computer programs and other material in electronic media (collectively, "Materials") furnished to the Town shall become the Town's property and may be used by the Town (or such parties as the Town may designate) thereafter in such manner and for such purposes as the Town (or such parties as the Town may designate) may deem advisable, without further employment of or additional compensation to the Vendor. The Vendor shall not release or disclose to any third party any Materials produced for the Town without obtaining the Town's prior written consent. At no time shall the Vendor release or disclose to any third party any Materials furnished to the Vendor by the Town in connection with the performance of the Vendor's Services.

8. INSURANCE

The Vendor shall obtain and maintain the following insurance in amounts not less than the Minimum Insurance Limits set forth on page one of this Agreement during all times that the Vendor is performing Services and for at least one year after termination of this Agreement in the case of Commercial General Liability, Worker's Compensation and Employer's Liability insurance, and for at least the applicable period of limitations on actions provided by law in the case of Professional Liability insurance:

- a. Commercial General Liability insurance covering claims for injury to persons and damage to property. Such insurance shall include contractual liability and shall cover the use of all equipment and motor vehicles on the Site or transporting persons, equipment, materials or debris to and from the Site. Products and Completed Operations insurance shall be maintained for at least three years after completion of this Agreement.
- b. Professional Liability insurance for protection from claims arising out of the performance of professional services, including contractual coverage.
- c. Worker's Compensation Liability insurance in amounts not less than those required by law and Employer's Liability insurance.

- d. Automobile Liability insurance applicable for any contractor who has an automobile operating exposure for protection against bodily injury and property damage.
- e. Umbrella Liability insurance, which shall be maintained for at least three years after completion of this Agreement.

Certificates of insurance evidencing the coverage required hereunder and copies of the policies, together with evidence that all premiums for such insurance have been paid, shall be filed with the Town prior to the commencement of the Services to be rendered by the Vendor hereunder. All such policies and certificates shall be written through companies and in forms acceptable to the Town's lender or lenders, if any. All policies shall contain a provision that coverages afforded by them will not be canceled or amended until at least thirty (30) days prior written notice has been given to the Town. In the event that any policy is canceled or amended, the Vendor shall immediately provide notice to the Town and take all steps necessary to reinstate such policy to conform to the requirements of this Agreement. The insurance provided under clause a, d and e, above, shall name the Town and such other parties as the Town shall require as "Additional Insured" parties. Insufficient insurance shall not release the Vendor from any liability for breach of its obligations under this Agreement.

Any Subcontractor employed by the Vendor shall obtain and maintain a professional liability insurance policy covering negligent errors, omissions and acts of such Subcontractor or of any person or business entity for whose performance the Subcontractor is legally liable arising out of the performance of the contract for Subcontractor services. The Subcontractor shall furnish a certificate or certificates of such insurance coverage to the Town prior to the employment of such Subcontractor by the Vendor. A liability insurance policy maintained under this paragraph shall provide for coverage of such type and duration and in such amount as the Town shall require.

9. INDEMNIFICATION

To the maximum extent permitted by law, the Vendor agrees to indemnify, defend with counsel acceptable to the Town and save harmless the Town from all suits, actions, claims, demands, damages, losses, expenses and costs, including attorneys' fees, of every kind and description which the Town may incur or suffer resulting from, in connection with, or arising out of any act, error or omission of, or breach of contractual duties to the Town by, the Vendor, its agents, servants, employees or Subcontractors. The extent of the foregoing indemnification and hold harmless provisions shall not be limited by any provision of insurance required by this Agreement and shall survive the termination of this Agreement.

10. COMPLIANCE WITH LAW

It is the responsibility of the Vendor that the Project be conducted, and that all Services and other work performed by the Vendor hereunder be performed so as to comply with all applicable federal, state and municipal laws, regulations, codes, ordinances and orders, and any permit conditions as to which the Vendor has knowledge, as the same may be in effect as of the time of the performance of such work. In particular, without limitation, the Vendor agrees to comply with (a) all regulations pertaining to approvals for federal and state grants, and with all federal and state environmental laws and regulations, and assist in making any submissions with respect thereto and (b) all applicable requirements of the Massachusetts public construction and procurement laws, which are incorporated by reference herein.

11. TERMINATION OF AGREEMENT

The Town may terminate this Agreement as follows:

- a. Without cause, on ten days' prior written notice; or
- b. Immediately, by written notice to the Vendor, if the Vendor violates any of the provisions of this Agreement, or fails to perform or observe any of the terms, covenants or conditions of this Agreement, or abandons in whole or in part its Services, or becomes unable to perform its Services, hereunder. For purposes of this Paragraph 11, it is acknowledged that the Vendor's Services under this Agreement are personal services and may not be assumed by or assigned by a trustee in bankruptcy.

In the event of termination, the Vendor shall promptly deliver to the Town all Materials, including all documents, work papers, studies, calculations, computer programs, data, drawings, plans, specifications and other tangible work product or materials pertaining to the Services performed under this Agreement to the time of termination, and thereupon the Town shall pay to the Vendor any unpaid and undisputed balance owing for Services rendered prior to the date of termination. Any termination of this Agreement shall not affect or impair the right of the Town to recover damages occasioned by any default of the Vendor or to set off such damages against amounts otherwise owed to the Vendor.

12. MISCELLANEOUS PROVISIONS

- a. Successors and Assigns. Subject to the provisions of Subparagraph (b) below, the Town and the Vendor each binds itself, its partners, successors, assigns, and legal representatives to the other party.
- b. Assignment by Vendor. The Vendor shall not assign, sublet or transfer any of its obligations, responsibilities, rights or interests (including, without limitation, its right to receive any monies due hereunder) under this Agreement without the written consent of the Town. Any assignment, subletting, or transfer by the Vendor in violation of this Paragraph 12(b) shall be void and without force or effect.
- c. Entire Agreement. This Agreement represents the entire and integrated agreement between the Town and the Vendor with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the Town and the Vendor.
- d. Confidentiality. The Vendor shall not, without the Town's prior written consent, release or disclose any information relating to the Project to anyone except as necessary to perform its duties hereunder.
- e. Certifications. The Vendor shall, from time to time, make such certifications and statements to the Town and to such of the Town's architects, designers, vendors and lenders, and such other parties, as the Town shall reasonably request, in such form as the Town shall reasonably request, provided that the Vendor determines that such certifications are true and correct based upon the Services performed by the Vendor hereunder.
- f. Additional Services. If the Town requests the Vendor to perform additional services beyond the scope of Services hereunder, the Vendor shall perform such additional services only upon obtaining written authorization from the Town including written agreement as to the method and amount of compensation for such additional services.

- g. Disputes. All claims, disputes and other matters in question between the Town and the Vendor arising out of or relating to this Agreement or the breach thereof shall be submitted for resolution to a court of competent jurisdiction in Middlesex County, Massachusetts, unless otherwise agreed by the parties. No such action shall be brought, however, until the completion of all Services under this Agreement or the earlier termination thereof as provided in Paragraph 11 above, the parties agreeing to negotiate in good faith any claims, disputes or other matters in question during the term of this Agreement before resorting to litigation.
- h. Limited Liability. No officer, director, member, employee, or other principal, agent or representative (whether disclosed or undisclosed) of the Town, nor any participant with the Town, shall be personally liable to the Vendor hereunder, for the Town's payment obligations or otherwise, the Vendor hereby agreeing to look solely to the assets of the Town for the satisfaction of any liability of the Town hereunder. In no event shall the Town ever be liable to the Vendor for indirect, incidental or consequential damages.
- i. Governing Law. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- j. No Waiver. The Town's review, approval, acceptance or payment for Services under this Agreement shall not operate as a waiver of any rights under this Agreement and the Vendor shall be and remain liable to the Town for all damages incurred by the Town as the result of the vendor's failure to perform in conformance with the terms and conditions of this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to any other rights or remedies provided by law. The Town may assert a right to recover damages by any appropriate means, including but not limited to set-off, suit, withholding, recoupment, or counter-claim either during or after performance of this Agreement.
- k. Interpretation. If any provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be deemed affected thereby. Paragraph headings are included herein for reference purposes only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

13. EQUAL EMPLOYMENT OPPORTUNITY

- a. In connection with the performance of work under this Agreement, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sex or handicap. The Vendor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Massachusetts Commission Against Discrimination (the "Commission"), setting forth the provisions of the Fair Employment Practices Law of the Commonwealth.
- b. In connection with the performance of work under this Agreement, the Vendor shall not discriminate in its relationships with Subcontractors or suppliers on the basis of race, color, religion, creed, national origin, ancestry, age, sex or handicap.
- c. The Vendor shall comply with all applicable laws and regulations pertaining to non-discrimination, equal opportunity and affirmative action, including without limitation executive orders and rules and regulations of federal and state agencies of competent jurisdiction.

14. CERTIFICATIONS BY VENDOR

By execution of this Agreement, the Vendor certifies:

- a. The Vendor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of this Agreement.
- b. No Vendor to or subcontractor for the Vendor has given, offered or agreed to give any gift, contribution or offer of employment to the Vendor or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the Vendor or subcontractor of a contract by the Vendor.
- c. No person, corporation or other entity, other than a bona fide full time employee of the Vendor, has been retained or hired by the Vendor to solicit for or in any way assist the Vendor in obtaining this Agreement upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of this Agreement to the Vendor.
- d. The Vendor shall comply with all applicable requirements of Section 39R of Chapter 30 of the Massachusetts General Laws.

15. TAXES

- a. By execution of this Agreement the vendor, pursuant to Section 49A of Chapter 62C of the Massachusetts General Laws, certifies under the penalties of perjury that it has, to the best knowledge and belief of the person(s) who signed this Agreement on the vendor's behalf, filed all state tax returns and paid all state taxes required under law.
- b. The Town is exempt from payment of certain Sales and Use taxes applicable in the Commonwealth of Massachusetts. At the Vendor's request, Tax Exemption Certificates will be furnished by the Town to the Vendor with respect to such tax exempt articles as may be required under this Agreement. The Vendor shall not pay, and the Town shall not reimburse or pay the Vendor or any other party either directly or indirectly for any tax for which an exemption is provided under law.

16. CONFLICT OF INTEREST

The Vendor acknowledges that the Town is a municipality for the purposes of Chapter 268A of the Massachusetts General Laws (the Massachusetts conflict of interest statute), and the Vendor agrees, as circumstances require, to take actions and to forbear from taking actions so as to be in compliance at all times with obligations of the Vendor based on said statute.

Exhibit B
SCOPE OF SERVICES

Scope of Services:

The primary operating period shall consist of two seasons, Spring and Fall; Saturdays and Sundays (Monday through Friday is not required)

- Spring season: 1st Saturday in April through 3rd Sunday in June.
 - Saturdays 8:30am to 6:30pm
 - Sundays 8:30am to 6:30pm
- Fall season: 1st Saturday in September through 2nd Sunday in November.
 - Saturdays: 8:30am to 5:30pm
 - Sundays: 8:30am to 5:30pm.
- Additional tournaments played on weekends outside of the primary operating period include but are not limited to:
 - Weekends in March
 - Memorial Day weekend
 - Labor Day weekend
 - Indigenous People’s Day weekend

Menu: The proposed menu items must be approved by the Parks and Recreation Director or their designee. Menu items shall include “healthy options”.

The vendor must maintain the necessary garbage containers for inside the concession stand.

The trash barrels for outside the building will be furnished by the Town but the vendor must remove the trash throughout the day.

The vendor shall keep the grounds (within 25 feet) of all sides of the Amenities building clean of litter.