

**FOOD CONCESSION BIDDING**

**TOWN OF MATTAPOISETT**

**TOWN WHARF LOCATION**

**2023, 2024, 2025**

The Select Board hereby request a bid for an Operator to place a refreshment stand on the Town Wharf subject to the following terms and conditions:

1. **LOCATION:** The food concession stand will be located, at the Town Wharf, in an area designated by the Selectmen. Said location subject to change to accommodate special events, per order of the Select Board.
2. **MONTHS AND HOURS OF OPERATION:** Food concession stand must be continuously open to the public no earlier than the second Saturday in May, through Columbus Day weekend with minimum hours as scheduled below:

**3. MINIMUM HOURS OF OPERATION:**

No earlier than the second Saturday in May, through last weekend of June: no earlier than 6:30 a.m. - 6 p.m. (weekends only; may be open weekdays, Operator's option.)

From July 1<sup>st</sup> through Labor Day: No earlier than 6:30 a.m. – 9:00 p.m.

Post Labor Day through Columbus Day Weekend: No earlier than 6:30 a.m. – 6:00 p.m. (weekends only; may be open weekdays at Operator's option.)

Minimum hours of operation may only change upon written consent of the Select Board.

**4. TERMS OF AGREEMENT: Three Year Agreement**

**5. PAYMENT TO TOWN: \_\_\_\_\_ EACH YEAR**

6. **TYPE OF CONCESSION STAND:** The food concession stand must be of a temporary and mobile nature and shall be approved by the Select Board. A full color picture depicting the unit to be placed on site shall be submitted with the bid. The Select Board reserve the right to order relocation or evacuation of concession stand upon verbal notice. The Select Board have the right to reject any mobile unit if it is not deemed suitable for the location and character of the Town. All canopy type structures either attached to the unit or freestanding, must receive prior approval of the Select Board before installation. No canteen trucks, motor homes or conversion vans will be considered. Only trailer units finished in a décor compatible with the nautical nature of the location will be considered.

7. **INSURANCE:** Operator will be required to secure the following amounts and types of insurance coverage.

Workers' Compensation – Statutory Limits

Commercial General Liability - \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products/Completed Operations Aggregate.

Business Auto Liability - \$100,000/\$300,000 bodily Injury; \$100,000 Property Damage.

The Town of Mattapoisett shall also be named as an insured party on all liability insurance policies and copies of liability policies shall be provided to the Town.

8. **UTILITIES:** The Operator is responsible for payment of all electricity used by the concession stand directly to the electric company and shall be paid in addition to their rent fee. A sub meter has been installed at the Town's expense for the slip's usage.

9. **RUBBISH STORAGE AND DISPOSAL:** Operator will maintain the area surrounding the food concession stand free from trash. The Operator shall be responsible for storage and disposal of trash, debris, and garbage. The Operator must keep all trash receptacles empty and free from odor and animals. Trash receptacles shall have seagull proof tops on them. All rubbish disposals must be made off site.

10. **EQUIPMENT/SUPPLIES:** Operator will furnish all supplies and equipment to be used in conjunction with the food concession stand. Any equipment used in the service vehicle shall be the responsibility of Operator.
11. **FURNITURE:** Operator must supply all outdoor furniture. Security of said furniture is the responsibility of the Operator.
12. **REFRESHMENTS TO BE SOLD:** Operator shall submit a proposed menu to the Selectmen prior to opening. Refreshments shall include but are not limited to: pizza slices, flavored shaved ice, smoothies, ice cream, frappes, ice cream novelties, frozen yogurt, coffee, soft drinks, steamed hot dogs, candy, chips, soups, chowder and sandwiches, donuts, muffins, stuffed quahogs and other food types upon approval by the Town.

### **13. OTHER**

1. The bidder shall submit a letter detailing their experience in locations over the past three years. The Town will contact those in control and having custody over these locations. Proven successful experience in a location similar in nature to this location a necessity.
2. The Select Board reserve the right to seek a records check including CORI checks with the permission of the individuals involved with operation of food concession stand.
3. The name of all prospective employees of the Operator who intend to work at the food concession stand must be submitted to the Town Administrator seven days prior to beginning employment. The purpose of this is to allow the Town to conduct a background check of those prospective employees.
4. Operator is expected to comply with any and all statutes and/or rules and regulations that may apply to the operation of a food concession stand. These include, but are not limited to MGL Chapter 111, Chapter 140 and the Rules and Regulations of the Mattapoisett Board of Health.
5. Agreement is non-transferable.

6. Any sub-lease arrangements may only be made upon prior approval of the Select Board.
7. Operator shall be an Equal Opportunity Employer.
8. Select Board shall have the right to cancel the Agreement for any material failure to comply with the terms of these conditions.

OPERATOR \_\_\_\_\_  
Address \_\_\_\_\_  
Town \_\_\_\_\_  
Phone \_\_\_\_\_  
Business Name \_\_\_\_\_