

REQUEST FOR PROPOSALS
For the Provision of a Food Truck Vendor
at
Grout Park, Winchendon MA
March 2021

Purpose. The Town of Winchendon (“the Town”) is issuing a Request for Proposals (“RFP”) for commercially operated food truck vendor to be located at Grout Park on the corner of Route 12 and Glenallen St. in Winchendon, Massachusetts. The successful party (“Food Truck Vendor”) will be responsible for concession operations in accordance with the terms and conditions set forth in this RFP and contract entered into subsequently between the Town of Winchendon and the successful Food Truck Vendor (the “Agreement”). It is the Town’s goal to promote a vibrant, yet relaxing atmosphere at this location. The close proximity to the North Central Pathway parking area makes the Park highly desired and utilized.

Goals. The goals of permitting food vendor concession privileges at the Park are: to offer high quality, tasty, value-based menu items to visitors; to create a casual, engaging experience; to complement the North Central Pathway; to attract new visitors to the Park and Pathway; to support local area businesses and providers. Healthy, locally sourced food options and use of compostable, recyclable serving materials are a plus.

Terms of the Service Contract. The term of the Contract(s) with the successful Food Truck Vendor shall begin on or about April 1, 2021, and shall conclude no later than November 30, 2021 unless terminated sooner by The Town of Winchendon (the “Term”) with a possible two (2) year extension at intervals of one (1) year to be negotiated by the Town and the selected proposer upon satisfactory performance. During the Term, the Food Truck Vendor’s right to possession of the Food Truck Vendor Space and times of operation will be determined upon award of the contract with the selected proposer.

Payment. Food Truck Vendors must pay The Town of Winchendon a fee of **One Hundred Fifty Dollars (\$150) per month for use of the Food Truck Vendor Space plus costs of electricity** if required for operation. Fees shall be paid on a monthly basis in advance and shall be due on or before the first date of the month. If fees are not paid on time, you may be subject to a late charge.

Security Deposit. **If selected, the Food Truck Vendor must provide the Town a security deposit in the amount of two months rent** (“Security Deposit”) as security for compliance with the terms and conditions of the Agreement. Upon the occurrence of any damage to the Park caused by the Food Truck Vendor and/or its employees, agents, contractors, invitees, customers, clients, family

members or guests, the Town may, at its sole discretion, without prejudice to any other remedy, use and apply the Security Deposit toward any damage, injury, expense or liability incurred by the Food Truck Vendor. After the Term, and provided the Food Truck Vendor has complied with the terms and conditions of this Agreement, the Town shall return the Security Deposit or any remaining amount thereof to the Food Truck Vendor, without interest, within forty-five (45) days from the end of the Term.

Requirements.

- No more one Food Truck Vendor is allowed at the Park at a given time and must use the designated Food Truck Vendor Space location.
- No alcohol, drugs or music are allowed.
- Food Truck Vendor must keep the Food Truck Vendor Space and adjacent areas in the Park clean and in orderly condition and must provide a 30-gallon trash can and a 30gallon recycling container that Food Truck Vendors must remove with its contents and any other associated trash at the end of each day.
- Food trucks shall be no longer than 20 feet in length and 10 feet wide.
- The Food Truck shall only use the designated Food Truck Vendor Space, which shall be identified by a representative of the Town prior to the first vending session. Food Truck Vendor agree to vacate the Food Truck Vendor Space, leaving it clean and in good condition, at the end of each day.
- Food Truck Vendor must have at least one employee present who has attended a Food Safety Certification Course and received Food Safety Certification.
- Food Truck Vendor must have no outstanding code or other regulatory violations with the Town or the Commonwealth of Massachusetts.
- Food Truck Vendor must be especially sensitive to health and aesthetic considerations.

Insurance. Food Truck Vendors, at their own cost, shall maintain the insurance coverage set forth in **Exhibit A** attached hereto and incorporated herein by reference, insuring against all liability of Food Truck Vendors and their authorized representatives arising out of and in connection with Food Truck Vendor's use or occupancy of the Food Truck Vendor Space. Food Truck Vendors shall notify the insurance carrier that food sales will occur at the Park. Food Truck Vendors shall designate the Town and its members, officers, employees, and agent as additional insureds on said insurance policies. Prior to taking possession of the Food Truck Vendor Space, Food Truck Vendors shall provide the Town with a certificate of insurance demonstrating the above required coverage and a copy of the insurance policies upon request.

RFP Timetable. The following timetable is established for this RFP. This schedule is subject to change by the Town and all such changes will be made through the issuance of Addenda to this RFP.

February 22, 2021 Advertise RFP

March 8, 2021: Last date to submit questions regarding the RFP. Please submit questions by e-mail to Stephen Delaney, Interim Town Manager at: sdelaney@townofwinchendon.com

March 9, 2021: The Town will respond via email to questions to all bidders.

March 15, 2021: Proposals due by 1:00 p.m. Submit three (3) full sets in a sealed envelope to:

Stephen Delaney, Interim Town Manager
109 Front St
Winchendon MA 01475

April 5, 2021: Notification of selected Food Truck Vendor

Criteria of Selection. Parties should carefully review the requirements of this RFP. Any party who submits a conforming written proposal may be asked to make an oral presentation of their qualifications and experience, and elaborate on their proposal. Food Truck Vendors will be selected based on the following criteria, which should be detailed in the proposal:

1. Understanding of the Town's goals for the Park as set forth the above and willingness to help the Town advance its goals through various means, including but not limited to: good customer service, communications with the public and mentioning the Park as a location on the Food Truck Vendor's website.
 - **Highly Advantageous** – Proposal displays a **superior** amount of resources and staffing to accomplish goals set forth in the RFP.
 - **Advantageous** – Proposal displays an **adequate** amount of resources and staffing to accomplish goals set forth in the RFP.
 - **Not Advantageous** – Proposal displays a **fair** amount of resources and staffing to accomplish goals set forth in the RFP.
 - **Unacceptable** – Proposal displays a **limited** amount of resources and staffing to accomplish goals set forth in the RFP.
2. Background and past performance on similar ventures and other projects evidencing ability to deliver on-time reliable and consistently good quality service and food.
 - **Highly Advantageous** – Proposal displays a **superior** amount Background and past performance on similar ventures and other projects and ability to deliver on-time reliable and consistently good quality service and food.

- **Advantageous** – Proposal displays an **adequate** amount Background and past performance on similar ventures and other projects and ability to deliver on-time reliable and consistently good quality service and food
 - **Not Advantageous** – Proposal displays a **fair** amount Background and past performance on similar ventures and other projects and ability to deliver on-time reliable and consistently good quality service and food
 - **Unacceptable** – Proposal displays a **limited** amount Background and past performance on similar ventures and other projects and ability to deliver on-time reliable and consistently good quality service and food
3. Compliance with requirements set forth above including, but not limited to, insurance.
- **Highly Advantageous** – Proposal displays a **superior** ability to obtain insurance and all applicable state and local permits.
 - **Advantageous** – Proposal displays an **adequate** ability to obtain insurance and all applicable state and local permits.
 - **Not Advantageous** – Proposal displays a **fair** ability to obtain insurance and all applicable state and local permits.
 - **Unacceptable** – Proposal displays a **limited** ability to obtain insurance and all applicable state and local permits.

Applicants who are residents will be given priority in the event of a tie in scoring.

Submission Checklist. The following items are required in the submission:

- Letter of Transmittal: include detailed description of the Food Truck Vendor entity (i.e., entity’s business plan, experience and financial status), names and roles of its principals, and key personnel and contact information.
- Detailed description of the number of years in operation, the locations where services is/was provided and any commissary kitchen arrangements.
- Description of any existing financial arrangements and outstanding, pending or threatened litigation (including bankruptcy and IRS Liens) or violations (including any health code violations and illegal vending activities citations), if any, that relate to the Food Truck Vendor’s business or its principals and key personnel, and the status thereof.
- Food and drink menu (no alcohol) and pricing.
- Photos of the food truck—exterior and interior front, back, and sides.

- Description of the number of Food Truck staff, who will be providing services at the Park. Please also include plans for foul weather operations.
- Documentation of insurance, and evidence of or the ability to obtain all applicable state and local permits, including, but not limited to, a Health Permit, an Open Burning/Cooking Permit, Food Safety Certification and as appropriate, a “Doing Business As” Certificate and Commissary Kitchen Agreement.
- Contact information for at least 2 business references.

Proposal must be submitted on or before the closing date and time. Proposal received after the closing date and time will not be considered.

Additional Information on Vendor Selection. The Town reserves the right to reject any or all proposals if the Town determines that such action is in its best interest. The Town reserves the right to modify, suspend or cancel this RFP at any time at its sole discretion. Proposals which do not meet basic requirements or those which fail to meet minimum standards on any single evaluation criteria may be disqualified. Examples of basic requirements that the proposer must meet:

- submission of all information, materials and documents required by this RFP
- demonstration of qualification and certification requirements outlined in this RFP
- sufficient staff and equipment

In addition, the Town may reject any proposal that contains contingencies, additions not called for, omissions, errors, or irregularities of any kind; provided, however, that the Town reserves the right to waive at its sole discretion any and all informalities or minor irregularities, including without limitation receipt of any omitted materials or information subsequent to submission.

The Town will have no obligation to treat any information submitted to it as proprietary or confidential. The Town’s obligation with respect to protection and disclosure of such information will at all times be subject to applicable laws. The Town will have the right to use all or portions of the proposer’s submittal and accompanying information as it considers necessary or desirable in connection with the RFP. By the submission of the required information and materials, the proposer grants to the Town an unrestricted license to use such information and materials.

After receipt of proposals, The Town may, at its discretion, interview one or more proposer, during which time such proposer will have the opportunity to present its proposal and respond to questions; no statement by a Town employee at any such interview is binding on the Town. The Town reserves the right to award final contracts on the basis of initial offers received, without discussions or requests for best and final offers. Selection of a proposer does not imply that every element of that proposal has been accepted. The proposer’s proposal in response to this RFP will be incorporated into a final contract between the Town and the selected proposer(s). If a

proposer is selected but proves unable to meet requirements necessary for contract signing, the Town reserves the right to select another proposer as a replacement. Proposers not selected within this RFP process may be engaged for future opportunities that arise.

The Town will not be responsible under any circumstances for any costs incurred by any proposer with respect to this RFP.

If selected, the proposer must enter into the Agreement within 2 weeks of written notification by the Town of its selection unless an extension of time has been agreed upon by the Town and the selected proposer.

Conflict of Interest. This RFP procedures prohibit the practices which might result in unlawful activity including, but not limited to, rebates, kickbacks, or other unlawful considerations, and prohibit Town employees from participating in the selection process when such employees have a relationship with a person or business entity seeking an agreement under this RFP that would create a conflict of interest or the appearance of a conflict of interest.

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EXHIBIT A

INSURANCE REQUIREMENTS

Food Truck Vendor shall, at its sole cost and own expense, provide and keep in force at all times during the Term of the Agreement, for the mutual benefit of the Town and Food Truck Vendor, the following insurance coverage:

- (i) Commercial General Liability insurance written on an occurrence basis, insuring against all claims for personal and/or bodily injury, death or property damage occurring on or about Grout Park or arising out of the vending of food at the Park, with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal and/or bodily injury or death to any number of persons with respect to any one accident or occurrence, and One Million Dollars (\$1,000,000) for property damage per accident or occurrence;
- (ii) Commercial Automobile Liability and Property Damage insurance written on an occurrence basis, covering all owned vehicles, hired vehicles or non-owned vehicles under the control of the Food Truck Vendor or its employees, contractors, subcontractors or agents while performing work under the Agreement in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of personal and/or bodily injuries or death; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages to or destruction of property;
- (iii) Workers' Compensation as required by law with a minimum limit, and Employer's Liability insurance of at least One Million Dollars (\$1,000,000); and
- (iv) Such other insurance as may be reasonably required by the Town from time to time.

Each policy of insurance required hereunder shall be (a) in a form and with a company satisfactory to the Town that is authorized to do business in Massachusetts and having a so-called A.M. Best's rating of "A-" or better. The Commercial General Liability and the Commercial Automobile Liability insurance policies shall be primary over any other policy of insurance which may be owned by the Town, and shall be endorsed specifically to recognize and insure the indemnification provision appearing in the Agreement.