



TOWN OF ORLEANS
19 School Road Orleans, MA 02653-3699
Phone (508) 240-3700 FAX (508)240-3703
<http://www.town.orleans.ma.us>

**REQUEST FOR PROPOSALS
NAUSET BEACH MERCHANDISE CONCESSION SERVICES**

The Town of Orleans, (the “Town”) acting through its Town Manager, seeks proposals from qualified businesses interested in providing NAUSET BEACH MERCHANDISE CONCESSION SERVICES at Nauset Public Beach for the 2025 beach season from July 1, 2025, through September 1, 2025.

Specifications and submission instructions are available by registering at www.town.orleans.ma.us/bids

All proposals must be received by the Town Manager’s office, 19 School Road, Orleans, MA 02653 by 3:00 p.m. prevailing time on **February 7, 2025**. Proposals must be submitted in a sealed envelope clearly marked “NAUSET BEACH MERCHANDISE CONCESSION SERVICES RFP.”

The Town Manager reserves the right to accept and/or reject any and all proposals and waive any informality in procurement procedures to the extent allowed by law, if it is in the best interest of the Town. Final proposal selection and contract award shall be on or before **March 7, 2025**.

Kimberly Newman
Town Manager



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REQUEST FOR PROPOSALS
NAUSET BEACH MERCHANDISE CONCESSION SERVICES

SECTION A – GENERAL INFORMATION

1.0 INTENT, RECEIPT AND OPENING OF PROPOSALS

- 1.1 The Town of Orleans, acting through its Town Manager hereinafter referred to as the Awarding Authority, seeks proposals from qualified businesses to provide NAUSET BEACH MERCHANDISE CONCESSION SERVICES at Nauset Beach for the 2025 beach season. The Town reserves the right to extend this Agreement for two (2) additional years / seasons if mutually agreed upon per the Town and Contractor. The Town has designated a concession site in the parking lot in the vicinity of the food courtyard. See attachment “A”. The top ranked proposal will be awarded space within the designated concession site.
- 1.2 All proposers will be required to inspect and be familiar with all of the existing conditions. A non-mandatory review of the physical space will be held on **January 21, 2025** at 1:00 p.m. at the “Food Court” located in the lower parking lot of Nauset Beach. A non-mandatory pre-proposal meeting will be held on **January 22, 2025** at 1:00 p.m. in the Skaket Room (1st floor) at Orleans Town Hall, 19 School Road.
- 1.3 Proposals must be **submitted in two separately sealed envelopes**, clearly marked on the outside of each envelope: **“Non-Price Proposal: Nauset Beach Merchandise Concession Services”** and **“Price Proposal: Nauset Beach Merchandise Concession Services”**. Proposals shall be received at the Town Manager’s Office, Town Hall 19 School Rd., Orleans, MA 02653 until **3:00 p.m. on February 7, 2025**.
- 1.4 Proposals received after the submission deadline shall be returned unopened.

2.0 SUBMITTAL REQUIREMENTS

- 2.1 Each proposal must include the following completed forms which are attached to the specifications:
 - a. FORM A – PROPOSAL PRICE QUOTE (within “PRICE proposal”)
 - b. FORM B – QUALIFICATIONS STATEMENT (within “NON-PRICE proposal”)
 - c. FORM C – CERTIFICATE OF NON-COLLUSION (within “NON-PRICE proposal”)
 - d. FORM D – STATEMENT OF TAX COMPLIANCE (within “NON-PRICE proposal”)



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- e. FORM E – ACKNOWLEDGMENT OF PRINCIPAL, must be completed if the proposer is a corporation and include the corporate seal stamped in the appropriate space provided on said form. (within “NON-PRICE proposal”)
 - f. Financial statement for the year ending December 31, 2024, if available, for review by the Town for the purpose of making a determination on whether or not the terms of the offer are likely to be achieved. (within “PRICE proposal”)
- 2.2 In the event of a discrepancy between the written words and figures, the written words shall govern. All forms must be signed by an officer of the company authorized to enter into contracts.
- 2.3 Documentation to confirm the quality and diversity of product being sold. Each proposer shall provide a sample of retail apparel designs, a list of possible sundries being sold and any additional merchandise. (within “NON-PRICE proposal”)

3.0 CONTRACT AWARD DETERMINATION

- 3.1 Proposals will be evaluated based on the following criteria in two categories:
- **Non-price (proposal requirements)**
 - **Price (money to be paid to the Town)**
- 3.2 **NON-PRICE MINIMUM REQUIREMENTS:** Proposals must meet each one of the following minimum requirements in order to receive further consideration:
1. Include the resume of the Contractor (owner) submitting the proposal emphasizing their retail experience
 2. Proposed schedule of days of operation. At a minimum, the scheduled days of operation shall be every day from July 1, 2025 through Labor Day for each year of the contract. The successful Contractors may, subject to a seven (7) day advance notice to the Town, commence operations on a weekend basis starting on Memorial Day weekend, and continue on such a basis beyond Labor Day. Under no circumstances shall the successful Contractor commence or cease operations prior to Memorial Day weekend or after Columbus Day weekend for the duration of the contract. (The days of operation may be reduced with permission from the Natural Resources Manager during the season due to inclement weather).
 3. Proposed schedule of daily operation. The minimum hours of operation shall be 10 a.m. until 4 p.m. seven days a week. (The hours of operation may be reduced with permission



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from the Natural Resources Manager due to inclement weather.)

4. Point-of-sale systems must be computerized to register the number of each item sold and the amount of funds taken in on a daily basis. Point-of-sale software must have the ability to batch credit card sales when the internet is down. In the event of a loss of internet access, vendors must allow the town twenty-four (24) hours for repairs, within the Town's control.
5. Plan of service with the following information:
 - a. Name of manager and their qualifications.
 - b. Total number of personnel that will be employed.

3.3 **NON-PRICE COMPARATIVE CRITERIA:** Non-price proposals that meet the minimum requirements will be evaluated using the following criteria:

1. The length and applicability of the applicant's prior retail experience:
 - a. Highly advantageous: Ten (10+) or more years of experience operating and managing retail or seasonal vending operation on a scale equivalent with the proposed concession site.
 - b. Advantageous: Six (6) to nine (9) years of experience operating and managing retail or seasonal vending stand on a scale equivalent with the proposed concession site.
 - c. Not advantageous: two (2) to five (5) years of experience operating and managing retail or seasonal vending stand on a scale equivalent with the proposed concession site.
2. Management and adequacy/experience of staff:
 - a. Highly advantageous: The manager has ten or more years of experience managing a retail or seasonal concession operation.
 - b. Advantageous: The manager has six (6) to nine (9) years of experience managing a retail or seasonal concession operation.
 - c. Not advantageous: The manager has three (3) to six (6) years of experience managing a retail or seasonal concession operation.
3. Overall quality and value to the Town of the non-price proposal:
 - a. Highly advantageous: The proposal exceeds all of the minimum requirements and responds to all items.
 - b. Advantageous: The proposal is more than adequate in meeting the minimum requirements and clearly responds to all items.
 - c. Not advantageous: The proposal is adequate in meeting the minimum requirements but is not clear on all items.



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3.4 **RATING OF NON-PRICE PROPOSALS:** Each non-price proposal criteria will be rated as follows:

1. Highly advantageous = 12 points
2. Advantageous = 8 points
3. Not advantageous = 4 points

4.0 **PRICE PROPOSAL REQUIREMENTS:** Each proposal must state the amount of money to be paid to the Town of Orleans on a yearly basis for the term of the Agreement.

1. Proposals shall include a minimum annual payment to the Town in the amount of 17% of gross sales.
2. Submission of a financial statement for the year ending December 2024, if available, for review by the Town for the purpose of making a determination on whether or not the terms of the offer are likely to be achieved.

5.0 ADDENDA AND INTERPRETATIONS

5.1 All questions regarding any information contained in the specifications shall be submitted via email to David Bailey at dbailey@town.orleans.ma.us at least 3 days prior to the proposal submission deadline. Any addendum will be issued in writing to anyone who received specifications.

6.0 RIGHTS OF THE AWARDING AUTHORITY

- 6.1 The Awarding Authority may reject any proposals that are incomplete, conditional, or obscure or that contain additions or erasures that are not initialed or other such irregularities.
- 6.2 The Awarding Authority reserves the right to reject any and all proposals, to waive any informality and to make an award as may be determined to be in the best interests of the Town.

7.0 TAXES



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7.1 The Contractor shall pay all applicable federal and state taxes.

8.0 AGREEMENT DOCUMENTS

8.1 The plans, specifications and addenda shall form part of the Agreement between the Town and the successful Contractor, and the provisions thereof shall be binding upon the parties hereto. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the contract documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

9.0 DEFINITIONS

9.1 The following terms as used in this Section are respectively defined as follows:
a. "Contractor": An individual, partnership, or corporation with whom this Agreement is made by the Town.
b. "Town" or "Awarding Authority" shall mean the Town of Orleans, MA, acting through its Town Manager.

10.0 CONTRACTOR RECORDS

10.1 The Contractor shall retain their records for at least six (6) years after final payment under the Agreement between the parties. During this period, the Town, the Inspector or Attorney General or any authorized representative of the Town shall have the right to inspect these records.

11.0 CONFLICTING SPECIFICATIONS

11.1 Wherever a conflict exists between these Specifications and Massachusetts laws, rules or regulations, said laws, rules or regulations of Massachusetts shall prevail.
11.2 Each proposer's attention is directed to the fact that all applicable Federal, State and municipal laws, rules, regulations and by-laws shall apply to these Specifications and subsequent Agreement as though they were written out and attached herein.

12.0 MATERIALS, SERVICES AND FACILITIES



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- 12.1 It is understood that, except as otherwise specifically stated in these documents, the Contractor shall provide and pay for all materials, labor, equipment, etc. necessary to perform the services required by these specifications.
- 12.2 The Town of Orleans will supply power services to Contractor. In the event of a loss of power and internet access, vendors must allow the town twenty-four (24) hours for repairs, within the Town's control.
- 12.3 One regularly sized parking space will be available to the Contractor in a location where the Town specifies.
- 12.4 Under no circumstances will the Town allow the sale of food or beverages.
- 12.5 Single use plastic bags are not allowed.
- 12.6 Payment to the Town is due on or before October 24, 2025 and is to be submitted with an accountant's certification of CONTRACTOR'S account of the total gross sales for the business during the term of the Agreement. Gross sales shall be determined by generally accepted accounting practices.

13.0 INSPECTION OF EQUIPMENT AND PRODUCT

- 13.1 All equipment and products used pursuant to these specifications shall be subject to adequate inspection by the Town. Any equipment and product not meeting specifications or deemed unacceptable, distasteful or inflammatory by the Town shall be replaced or repaired at the Contractor's expense.

14.0 WAIVER

- 14.1 Neither the inspection by the Town or agents, nor any act or thing done by the Town other than an express waiver shall operate as a waiver of any provision of this Agreement, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. Any remedy provided in this Agreement shall be taken and construed as cumulative, that is, in addition to any other remedy herein provided.

SECTION B – TECHNICAL SPECIFICATIONS



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The Town has designated the concession site as Nauset Public Beach Parking Lot in the vicinity of the food courtyard. See attachment "A". Listed below are the technical specifications that must be acknowledged and adhered to.

1. **Location:** Nauset Public Beach Parking Lot in the vicinity of the food courtyard. Please see Attachment "A" for location.
2. **Scheduled Days:** At a minimum, the scheduled days of operation shall be every day from July 1, up to, and including Labor Day for each year of the contract. The successful Contractor may, subject to a seven (7) day advance notice to the Town, commence operations on a weekend basis starting on Memorial Day weekend, and continue on such a basis through Columbus Day. Under no circumstances shall the successful Contractor commence or cease operations prior to Memorial Day weekend or after Columbus Day weekend.
3. **Scheduled Hours:** The minimum hours of operation from July 1 through Labor Day shall be daily from 10:00 AM to 4 PM. The successful Contractor may, subject to a seven (7) day advance notice to the Town, continue operations as late as dusk. The days of operation may be reduced with permission from the Natural Resources Manager due to inclement weather.
4. The Town recognizes that during days of inclement weather only, which prevents or otherwise causes significantly reduced beach patron activity, the need for concession services is negligible. As such, days of operation may be reduced in whole, or in part, subject to permission from the Natural Resources Manager or a designee.
5. The successful Contractor shall abide by all laws, rules and regulations of the Town of Orleans, federal and state government.
6. The successful Contractor shall secure all licenses and permits required to commence concession operations well in advance of the minimum opening date of July 1. Failure to do so may result in the issuance of a fine or fines, if operating the concession service in violation of any law, rule or regulation, as well as contract termination. All Town related permit / application fees shall be waived.
7. The concession privileges granted herein shall not include the right to sell any food, beverages, alcohol products, tobacco products, or any product that is pornographic or offensive in any such way, religious material, or any novelty that, in the determination of the town, is objectionable or inappropriate.
8. The Town shall have the right to inspect the concession premises as it deems necessary.



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9. The successful Contractor guarantees that it has the expertise, equipment, financial and human resources necessary to meet the operational requirements of this proposal. Failure to provide concession services during the minimum daily and hourly operational schedule noted above, with the exception of during inclement weather, shall be grounds for contract termination.
10. The intent of this concession RFP is to supply clothing and beach sundries for the public at the Town of Orleans Nauset Beach. All merchandise items of any kind must be approved by the Town before being eligible for sale at the beach.
11. Contractors are responsible for all damages to town property and equipment. Repair/replace bills can be paid by the contractor directly. Any unpaid bills will be added to the final amount due by October 24, 2025.
12. Wi-Fi will be provided on a secure network by the Town for the use of the awarded proposers. In the event of a loss of internet access, vendors must allow the town twenty-four (24) hours for repairs, within the Town's control.

SECTION C. INDEMNITY AND LIABILITY COVERAGE

1. The successful Contractor hereby agrees to indemnify and hold harmless the Town, its agents, officers, employees, free and harmless of any claim, liability, cause of action, expense or charge of whatever kind of nature, and against all loss or liability, which may arise out of or be connected with the performance of their duties hereunder, and shall defend any suits, claims, or causes of action brought by or on behalf of any person arising out of the performance of such duties and pay all costs and expenses in connection with/or as a consequence of said suit, including attorney's fees, in connection therewith.
2. The successful Contractor shall have the following minimum insurance coverages with the Town of Orleans listed as an additional insured on said policies:
 - a. General Liability: Bodily Injury & Property Damage: \$500,000 each occurrence, \$1,000,000 aggregate;
 - b. Worker's Compensation: Following Massachusetts State Law.

SECTION D. MISCELLANEOUS PROVISIONS

1. The successful Contractor(s) shall not sub-let or assign their concession Agreement without



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the written approval of the Town.

2. All applicable laws and regulations of the Commonwealth of Massachusetts and local by-laws of the Town of Orleans shall apply to any Agreement established between the parties.
3. The proposal shall be for one (1) beach season from July 1, 2025 to October 18, 2025. The Town reserves the right at its sole discretion to extend this Agreement for two (2) additional years / seasons.
4. The proposal and all submittals offered by the successful Contractor shall be incorporated and made a part of the overall Agreement between the parties. Failure on the part of the successful Contractor to carry out any provisions of the proposal or subsequent Agreement shall be cause to terminate the Agreement between the parties.
5. The Town shall not be responsible for oral interpretations given by any Town personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
6. Any proposal that has been submitted may be withdrawn prior to the submission deadline upon proper identification and signature releasing documents back to the proposer.
7. All expenses for preparing this proposal to the Town are to be borne by the proposer. The Town is not liable for any costs associated with this proposal and/or any resulting Agreement.
8. The Town reserves the right to conduct a performance evaluation from time to time, as it deems necessary, in order to ensure that the beach patrons are being served in a satisfactory manner and that the business is being run in a proper manner and according to these specifications.

SECTION E. SCHEDULE

Final selection and contract award will be made on or before March 7, 2025.

SECTION F. RULE OF AWARD

The most advantageous proposal from a responsive and responsible proposer, taking into consideration price and all other evaluation criteria set forth in the specifications will be selected. Contract award is contingent upon execution of an Agreement satisfactory to the Town.



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RFP SUBMISSION CHECKLIST: (Please check off)

- | | |
|--|-------|
| Form A – Price Proposal Quote (in a separate sealed envelope) | _____ |
| Form B – Qualifications Statement | _____ |
| Form C – Non-Collusion Statement (signed) | _____ |
| Form D – Tax Compliance Statement (signed) | _____ |
| Form E – Acknowledgment of Principal – if necessary (signed) | _____ |
| Financial Statement | _____ |
| Sample list of proposed retail including designs | _____ |
| This proposal includes addenda number(s) _____, _____, _____, _____, _____ | _____ |
| This proposal includes addenda number(s) _____, _____, _____, _____, _____ | _____ |



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FORM A
PROPOSAL PRICE QUOTE

The party named below agrees to furnish all equipment, product and labor as required by this Request for Proposal and proposes to give to the Town of Orleans the following in exchange for one concession location as shown on Attachment "A" at Nauset Beach in Orleans:

2025 Summer Beach Season

Percentage of gross sales: _____ percent, _____ %
In words _____ In numbers _____
(seventeen percent, 17% minimum)

2026 Summer Beach Season

Percentage of gross sales: _____ percent, _____ %
In words _____ In numbers _____
(seventeen percent, 17% minimum)

2027 Summer Beach Season

Percentage of gross sales: _____ percent, _____ %
In words _____ In numbers _____
(seventeen percent, 17% minimum)

Company Name: _____

Address:

Tel. No:

E-mail:

Date:

Authorized Signatory & Title

Printed Name

Corporate Seal

Printed Name



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FORM B
QUALIFICATIONS STATEMENT

Project Name: NAUSET BEACH MERCHANDISE CONCESSION SERVICES
(Please use extra pages or supplement as needed)

1. Preference will be given to the Contractor (owner) with the most years of demonstrable experience operating a retail concession service at a public or private location that served a large and diverse consumer on a scale equivalent with the proposed concession site. Describe said experience, including years of service, examples of concession services performed, or any other applicable experience.

2. Describe any current concession contract(s) held by the business entity (location, term of contract, number of years holding said contract, etc.)

3. List names and telephone numbers of at least three (3) contact persons in which the business entity has either performed concession or is intimately familiar with performance of business entity.



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FORM C

**TOWN OF ORLEANS
CERTIFICATE OF NON-COLLUSION**

Project Name: NAUSET BEACH MERCHANDISE CONCESSION SERVICES

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.

(Signature of individual submitting proposal)

(Name of business)



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FORM D

TOWN OF ORLEANS STATEMENT OF STATE TAX COMPLIANCE

Project Name: NAUSET BEACH MERCHANDISE CONCESSION SERVICES

Pursuant to Ch. 233 of the Acts of 1983, §49A(b),

I, _____, acknowledge that I am the authorized signatory for _____, whose principal place of business is at _____, and as such, do hereby certify under the pains of penalties of perjury that this company has complied with all laws of the Commonwealth relating to taxes.

Social Security or Federal ID Number _____

Subscribed and sworn to this _____ day of _____, 20 _____.

Notary Public



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FORM E

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION:

State of _____

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared to me known, 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.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP:

State of _____

County of _____ SS:

On this _____ day of _____, 20____, before me personally came and appeared to me known, and known to me to be 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.

Contractor's Signature

(Seal)

Notary Public Signature

My Commission expires on:



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INSURANCE REQUIREMENTS FOR INCLUSION IN ALL SPECIFICATIONS AND CONTRACTS

PROJECT: NAUSET BEACH CONCESSION

Insurance: The Contractor shall carry and maintain in effect during the entire currency of the contract, at his own expense, the following kinds and minimum amounts of insurance in a company or companies approved by the Town of Orleans. Such insurance shall cover claims and suits which arise out of or result from the Contractor's execution of the contract work whether such execution by the Contractor himself or by any Subcontractor.

- 1) Worker's Compensation as required by the Worker's Compensation Laws of the Commonwealth of Massachusetts and, in conjunction therewith, Employer's Liability with a minimum limit of \$500,000.
- 2) "Broad Form" Comprehensive General Liability including, but not limited to, Bodily Injury, Personal Injury and Property Damage Liability, Full Contractual Liability and liability arising from Explosion, Collapse and Underground Damage and all other applicable insurance necessary to carry out the contractual obligation to proceed under the contract. Minimum limit of liability \$1,000,000.
- 3) _____ Automobile Bodily Injury and Property Damage Liability for all owned, non-owned and hired automobiles operated in connection with the performance of the contract. Minimum limits of liability: Single limits of Property Damage and Bodily Injury \$1,000,000.
- 4) _____ Builder's Risk - Amount of the Contract
- 5) _____ Professional Liability in the amount of \$ _____.
- 6) _____ Errors and Omissions
- 7) Product Liability in the amount of \$1,000,000.
- 8) Property Insurance on the leased premises in the amount of \$200,000.

Certificate of Insurance: Prior to beginning work under the contract, the Contractor shall furnish the Town of Orleans a Certificate of Insurance naming the Town as 1) an additional insured or 2) _____ certificate holder acceptable to said Town evidencing the existence of the foregoing insurance coverage. Such Certificate also shall provide that the Town of Orleans will be notified at least 30 days in advance of the cancellation or non-renewal of any insurance covered by the Certificate.



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**AGREEMENT BETWEEN
TOWN OF ORLEANS
and**

NAUSET BEACH MERCHANDISE CONCESSION SERVICES

Made the _____ day of _____, 2025, by and between the Town of Orleans, Massachusetts, a municipal corporation with offices at 19 School Rd, Orleans, Massachusetts, through its Town Manager, hereinafter referred to as "TOWN" and _____ with offices at _____, _____, Massachusetts, hereinafter referred to as "CONTRACTOR", do hereby enter into this Agreement as follows:

1. The CONTRACTOR agrees to provide Nauset Beach Merchandise Concession Services at the Concession Location in the TOWN as shown on Attachment "A", said services to be provided as identified in the TOWN's Request for Proposal for Nauset Beach Merchandise Concession Services and the CONTRACTOR's proposal to the TOWN, each herein attached and made a part of this Agreement.
2. The term of this Agreement shall be for one (1) beach season from July 1, 2025 to October 24, 2025. The Town reserves the right at its sole discretion to extend this Agreement for two (2) additional years / seasons.
3. For the right to provide concession services at the location(s) identified in this Agreement (see Attachment "A"), the CONTRACTOR shall pay the TOWN the following amounts:
 - a. For the 2025 Beach Season: _____ % of gross sales, \$5,000 minimum whichever one is greater.
 - b. For the 2026 Beach Season: _____ % of gross sales, \$5,000 minimum whichever one is greater (if the contract is extended mutually per the Town and Contractor).
 - c. For the 2027 Beach Season: _____ % of gross sales, \$5,000 minimum whichever one is greater (if the contract is extended mutually per the Town and Contractor).

Payment shall be made to the Town as follows:

1. _____ % of gross sales on or before October 24, 2025. Payment is to be submitted with an accountant's certification of the CONTRACTOR'S account of the total gross sales for the business during the term of the Agreement. Gross sales shall be determined by generally accepted accounting practices.



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4. The CONTRACTOR shall provide said services under this Agreement as an independent contractor and not as an employee of the TOWN. As such, no employees, agents or representatives of the CONTRACTOR shall be entitled to any benefits afforded to the TOWN's regular employees.
5. Should the CONTRACTOR or the TOWN fail to perform the services as specified and offered, or to perform any of its obligations hereunder in the manner provided, or otherwise violate any of the terms of this Agreement, which failure is not cured within ten (10) days of receipt of written notice of such failure to either party, then either party may terminate this Agreement by giving ten (10) days prior written notice of such termination, stating the reasons therefore.
6. If any such termination shall occur as noted with Item 5 above, all compensation and reimbursement due prorated daily to the TOWN up to the date of termination, in accordance with all Agreement terms, shall be paid to the TOWN by the CONTRACTOR.
7. This Agreement shall not be assigned by either party without the prior express written approval of the TOWN.
8. This Agreement shall not be modified, altered or amended without the prior express written approval of both the CONTRACTOR and the TOWN.
9. If any provision(s) of this Agreement shall be adjudged to be invalid or unenforceable, said provision(s) shall not affect the validity of the remaining provisions of the Agreement or the rights and obligations of the parties hereunder.
10. This Agreement shall be construed as a Massachusetts contract, and as such, enforcement or determination of validity of any of its provisions shall be by a court of appropriate jurisdiction in the State of Massachusetts.
11. This Agreement is binding upon, and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.

IN WITNESS whereof, the respective parties hereto have caused this instrument to be duly subscribed and sealed on the date above written.



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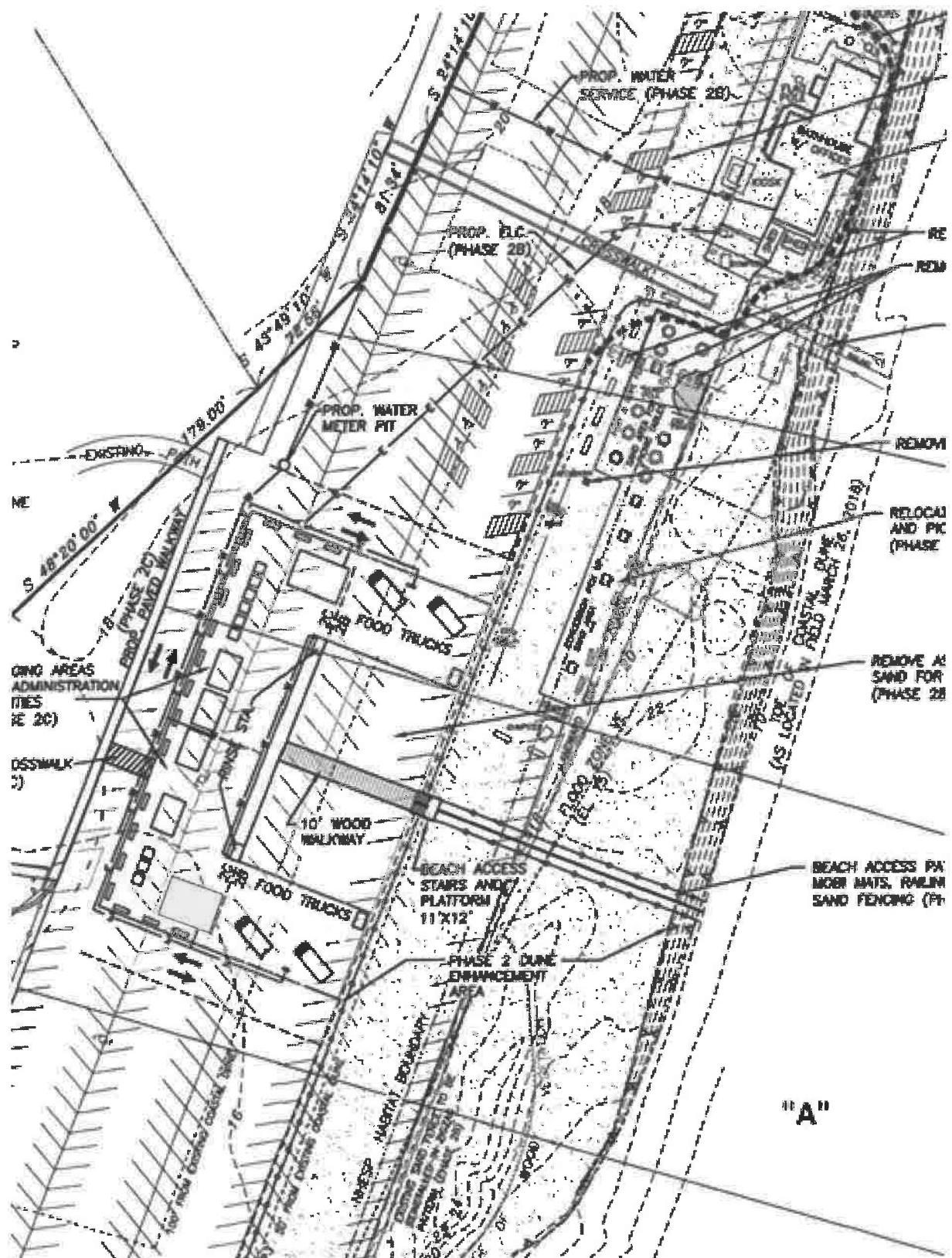
Company Name

Kimberly Newman
Town Manager

By:

Date: _____

Date: _____



FINS' SUPPLY CO.

NAUSET BEACH APPAREL & MORE

SORRY
Closed
for the Season
See You
Next Spring!

PARKING
BY PERMIT
ONLY
NO
LOADING
OR
UNLOADING

RESERVED
PARKING
BY PERMIT
ONLY



FINS

at Lees Beach

SORRY
NO PUBLIC
RESTROOMS



POLICE DEPT.

DROP OFF

YIELD

STOP

YIELD

TO

PEDESTRIANS

WITH

CROSSWALK







