



PROVINCETOWN PUBLIC PIER CORPORATION

OFFICE OF THE HARBORMASTER

Request for Proposals Provincetown Public Pier Corporation “2020 Trap Shed Program – Seasonal Commerce”

This RFP is comprised of several parts included herein:

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Section I, Description of Project: Section II, Decision Making Process:

The Provincetown Public Pier Corporation (PPPC) is accepting applications from artists and craftspeople seeking to occupy studio space in the Trap Sheds located on MacMillan Pier in Provincetown. The Trap Shed Program specifically seeks emerging artists and craftspeople and provides a central, highly visible location to work and exhibit.

Six seasonal spaces and two weekly spaces are currently available for the coming 2020 season. One space, measuring 10' by 10', can accommodate an individual or a group. Electricity is provided. Phone hook-ups are available. The Trap Sheds do not have running water.

Proposals will be evaluated and preference given based on the following criteria: (1) the applicant is an emerging artist or craftsperson and not represented by a gallery; (2) there is, whenever possible, on-site production; and (3) the subject matter of the work is nautical or reflects the historical, cultural or marine heritage of Provincetown. The weight of each criterion will be applied in the PPPC's discretion and will be weighted identically for all proposals.

Proposals can be made by a group or by an individual and shall be brief, no more than 2 pages, excluding examples of artwork. Proposals and examples of work will not be

returned. The applicant must be prepared to keep the trap shed open, beginning May 15th, but at a minimum, from June 15th through Labor Day weekend, seven days a week. The proposal must specify what hours the trap shed will be open.

Each of the 10' by 10' seasonal spaces will be issued a lease for the 2020 season. Selected applicants must agree to terms of the contract and participate in an end-of-season evaluation of the program.

The 2020 seasonal rate for each space is \$5000. The 2020 rates for the weekly spaces are \$500/wk. for the high season (July and August), \$450/wk. for the shoulder seasons (June, September and October), and \$250/wk. for the months of May and November. All arts & crafts must be locally produced.

The awarding authority is the PPPC, acting by and through its Trap Shed Sub-Committee, and its decisions shall be final. Issuance of this RFP does not commit the PPPC to make any award of contracts. The PPPC retains the right to reject any or all submissions.

The PPPC Trap Shed Sub-Committee will review all proposals in accordance with the evaluation criteria and shall assign a rating of Highly Advantageous, Advantageous, or Not Acceptable to each proposal based on the criteria as set forth in this RFP. Upon completion of its evaluation, the PPPC will award spaces to proposals determined to be Highly Advantageous. The Board's decisions are final with awarding spaces.

Proposals and examples of work can be mailed to Provincetown Public Pier Corporation, 260 Commercial Street, Provincetown, MA 02657, or dropped off at the Harbormaster's Office at 24 MacMillan Pier, Provincetown, MA and must be received no later than noon on Friday, April 3, 2020 in a sealed envelope marked "Trap Shed Tenant Proposal".

Please direct all questions to the Pier Manager's Office on MacMillan Pier, by phone at 508.487.7030 or via email Doug Boulanger, Pier Manager at dboulanger@provincetown-ma.gov.

The Provincetown Public Pier Corporation is an equal opportunity employer and does not discriminate against any applicant because of race, color, religion, sex, marital status, national origin, age, disability, genetic information, sexual orientation, gender identity or any other class protected by federal, state, or local law. Any person who needs assistance in fully participating in the application process should contact the Provincetown Public Pier Corps, Pier Manager's Office on MacMillan Pier.

Posted: Town Hall, Harbormaster's Office & www.provincetown-ma.gov

Published: The Provincetown Banner and The Provincetown Independent:
October 17th and October 24th, 2020

2020 Seasonal Trap Shed Program Decision-Making Processes

A request for proposals will be advertised by the PPPC Trap Shed Sub-Committee after Labor Day each year. This will help with planning for the following summer for both the PPPC Board of Directors and the applicants.

All applications will be reviewed by the Sub-committee for the following qualifications:

- Is the applicant an emerging artist or craftsperson not represented by a gallery?
- Is the art or craft to be produced partially or totally on-site?
- Does the art or craft reflect the historical, cultural or nautical heritage of Provincetown?
- Does the applicant reside locally?
- How many summers has the applicant had a Trap Shed?
- Does the applicant provide something new or unique that would be a special asset to the program?

The weight of each criterion will be applied in the PPPC's discretion and will be weighted identically for all proposals. Should there be more qualifying applicants than spaces, the Board of Directors may decide to add additional trap sheds and expand the program. If this is not possible, then the Sub-Committee may suggest that a lottery be the fairest way to decide on which applicants should receive leases for the season. Otherwise, it is the intent of the PPPC to expand the program as revenues, spaces and demand allow. Selections will be made by the PPPC Trap Shed Sub-Committee who will attempt to bring a variety of artists together for an engaging and entertaining group that may or may not include similarities in craftsmanship, medium, and theme.

If your application is approved, a non-refundable deposit of \$500 will be due on or before April 30th, 2020, with a balance of \$4,500 due on or before June 30, 2020.

Refunds shall only be given on an emergency case-by-case basis, as determined by the PPPC Trap Shed sub-Committee, and none will be given after July 15, 2020.

One of the requirements of renting a seasonal trap shed is that the applicant procure liability insurance:

Insurance for bodily injury and property damage must be obtained in a form and content satisfactory to PPPC, with the Town and the PPPC each named as an additional insured party on the policy. Each such insurance policy shall be effective during the entire Term. All insurance policies must contain limits of coverage not less than \$1,000,000 for any one occurrence of Bodily Injury & Property Damage with an Aggregate Limit of \$2,000,000 and shall include an agreement by the insurer that it will not cancel such policy except after 30 days prior notice has been given to the Town and that any loss payable thereunder shall be payable notwithstanding any act of the Town which might, absent such agreement, result in a forfeiture of all or part of such insurance payment.

Trap shed artisans and craftspeople are required to secure the necessary Town licensing for their trap shed operation. All trap shed tenants shall adhere to posted regulations with respect to operating hours, outdoor displays, etc.

Failure to staff a trap shed on a regular basis, pay required rent or adhere to posted regulations will be considered failures to perform under the requirements detailed in the lease.

All questions and concerns should be directed to the Trap Shed Sub-Committee via the Harbormaster's Office. Participants should expect to contribute to an end of season evaluation as well

Section III, Application:

**Provincetown Public Pier Corporation
2020 Seasonal Trap Shed Application**

New Application Renewal

Sole Artisan/Craft Person Group of Artisans/Crafts People

Name: _____

Address: _____

Phone: _____

Email: _____

What type of art or craft most applies to you or your group?

Do you have other existing space to produce your work or to sell your work?

Please tell us a little about your business plan for a trap shed. Include a few examples of your work. Please attach a separate sheet to include a few specifics about why you think your plan would attract people to the pier and how you intend to staff your trap shed. Please be brief and concise.

Section IV, Sample Short Term Lease:

SAMPLE MACMILLAN PIER TRAP SHED SHORT-TERM LEASE 2020

APPLICANT INFORMATION

Read carefully, fill in information and return to the Harbormaster's Office on MacMillan Pier or Provincetown Public Pier Corporation, 260 Commercial St., Provincetown, MA 02657

Lessee Name:

Address:

Phone: _____ **Manager:** _____

Email Address: _____

Tenant-owned fixtures: _____ *(yes or no to all that apply)*

Booth _____ **Exterior** _____

Other _____ *(List specifically)*

List principal items for sale or display:

Parties and Property This agreement (the Lease) is made by and between the Provincetown Public Pier Corporation (the PPPC), and the undersigned party, (the Lessee), for a seasonal Trap shed (the Premises) located on MacMillan Pier.

Term and Rent The term of the Lease shall be May 1, 2020 and October 31, 2020. The rent shall be \$5000.

Deposit and Rental Payments A non-refundable deposit of \$500 is due upon execution of the Lease and shall be returned with the signed Lease to the PPPC at 260 Commercial Street (if by mail) or 24 MacMillan Pier (if in person), Provincetown, MA 02657, on or before May 1, 2020. The balance of the rent shall be due in full on or before the Premises opens for business, but no later than June 30th, 2020.

Acceptance of Premises by Lessee The PPPC shall deliver the Premises to the Lessee “as-is” and all fixtures of any kind and nature currently located on any portion of the Premises. The Lessee’s occupancy of the Premises shall be deemed an acknowledgment that the condition of the Premises is fully satisfactory and suitable for the purposes of this Lease. The Lessee further acknowledges that neither the PPPC nor any officer, agent, employee or other person acting under the PPPC, disclosed or undisclosed, has made or implied any representations or warranties other than those expressly set forth in this Lease concerning the Premises, their condition, any future plans of the PPPC with respect to the Premises or appurtenant areas, or this Lease.

Alcoholic Beverages Unless expressly authorized by PPPC, Lessee shall not permit the sale or consumption of alcoholic beverages on the Premises.

Alterations There shall be no structural changes, alterations, painting or improvements to the Premises by Lessee, without the prior approval of the PPPC. In connection with obtaining such approval, the PPPC may require additional information regarding such work. To the extent any such work shall be permitted, the Lessee shall cause such work to be performed in a good and reasonable manner, and such work shall be performed so as not to unreasonably affect or impair the other activities and occupants on the Pier or the existing access of the public to the various areas located on the Pier (other than the Premises) and such work shall be performed in conformity with this Lease, all applicable local and state building requirements, the Americans With Disabilities Act of 1990, the MacMillan Pier Chapter 91 License and Lessee’s insurance policies.

Telephone and Internet The Lessee shall be responsible for the connection, removal and charges for phone or internet services, subject to PPPC rules and practices.

Grounds The Lessee shall, at his or her sole cost and expense, maintain the Premises in good repair. All maintenance work performed by Lessee shall be accomplished in a manner so as to cause no unreasonable interference with any adjacent Trap sheds or other property.

Hazardous Materials Activities The Lessee shall not cause any hazardous or toxic materials or waste to be used, generated, stored or disposed of on, under or about, or transported to or from the Premises, except in strict compliance with all applicable federal, state, and local laws and regulations using all necessary and appropriate precautions, and shall not cause or permit any release or threat of release of toxic waste or hazardous materials. In the event of a release or threat of release of any toxic waste or hazardous materials on account of any activities of the Lessee or his or her employees, agents, or invitees, the Lessee shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to clean up the release or eliminate the threat of release in accordance with all applicable legal requirements. The Lessee shall notify the PPPC immediately by telephone and in writing of any release or discharge or toxic waste or hazardous materials or of any condition constituting a threat of release of toxic waste or hazardous materials. The PPPC may (but shall not be obligated to) enter upon the Premises at any time during the term of this Lease to inspect Lessee’s compliance herewith, and may disclose any violation of any regulation to any governmental agency with jurisdiction.

Indemnity To the fullest extent permitted by law, the Lessee agrees to indemnify and hold the PPPC and the employees, officers and directors, harmless for and against any suits, claims, demands, including reasonable attorney fees, arising out of (i) the use of the Pier by Lessee, his or her employees, agents, sub-lessees, or invitees, or attributable to the exercise by the Lessee of any right or privilege hereby granted; or otherwise caused by the Lessee, or other personal property or equipment, including, without limitation,

any act or omission the Lessee, or any agents, servants, employees, visitors, guests or any and all other persons or corporations dealing with the Lessee in any way in the use of the Premises, (ii) any failure by the Lessee to perform or comply with any of the terms hereof or of any contracts, agreements, restrictions, statutes, laws, ordinances, or regulations affecting the Pier, and the access routes and appurtenances thereto or any part thereof or the ownership, occupancy and use thereof, (iii) any and all claims, liabilities, losses, costs, expenses, damages or penalties asserted by or on behalf of any person, firm, corporation or public authority arising from the Lessee's breach of this Lease, and (iv) any work or thing whatsoever done (other than by the PPPC and its successors and assigns or its contractors, or agents or employees of either) on the Premises during the term of this Lease and during the period of time, if any, prior to the date of this Lease that Lessee may have been given access to the Premises.

Insurance The Lessee, prior to commencing to utilize its rights hereunder, shall furnish PPPC with proof of insurance in form and content satisfactory to PPPC, which shall be from an insurer satisfactory to the PPPC. **The Town and the PPPC shall each be named as additional insured party on the above referenced insurance policies.** Each such insurance policy shall be effective during the entire Term. **All insurance policies must contain limits of coverage not less than \$1,000,000 any one occurrence Bodily Injury & Property Damage with an Aggregate Limit of \$2,000,000** and shall include an agreement by the insurer that it will not cancel such policy except after thirty (30) days prior notice has been given to the PPPC and its successors and assigns, and that any loss payable there under shall be payable

notwithstanding any act of the Town or the PPPC and each of its successors and assigns which might, absent such agreement, result in a forfeiture of all or part of such insurance payment. The insurance required under this Lease shall be effected with insurers authorized to do business in Massachusetts under valid and enforceable policies.

Lessee at Risk All of the Lessee's personal property kept at the Premises shall be at the sole risk of the Lessee. The PPPC shall not be liable for damages to, or loss of, the Lessee's personal property, or of the Lessee's employees or agents by any cause whatsoever, including, without limitation, any fire, explosion, flood, water, wind, theft or vandalism. The PPPC shall also not be liable for damage or loss to the Lessee's personal property, or the Lessee's employees, or agents resulting from the PPPC, its successors and assigns, having taken any action with respect thereto which the PPPC has the right to take under this Lease, unless such action shall be grossly negligent or shall constitute willful misconduct.

Limitations on Use Notwithstanding any other provision of this Lease, the Lessee shall not use, or suffer or permit anything to be done in or anything to be brought into or kept in or about the Premises: (i) which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease; (ii) for any unlawful purposes or in any unlawful manner; or (iii) which, in the reasonable judgment of the PPPC, shall in any way (a) impair the appearance or reputation of the Pier or (b) impair, interfere with or otherwise diminish the quality of the use or occupancy of any of the other areas of the Pier, or occasion discomfort, inconvenience or annoyance, or injury or damage to any users or occupants of the Pier. The Lessee shall not, (i) permit his or her employees, officers or contractors to play loud music or make other sounds through loudspeakers, megaphones or other amplifying devices, to the extent such music or sounds constitute a nuisance to individuals using the Pier; (ii) engage in any activity prohibited by the Town's By-Laws or Harbor Rules and Regulations; or (iii) take any other action which might, in the sole judgment of the PPPC, or its successors or assigns, interfere with the operation of the Pier. Nothing in this agreement shall be interpreted to prevent the PPPC from leasing Premises to a Lessee who exhibits and sells a craft or artwork that is similar or identical to another Lessee's artwork or craft.

No Discrimination No person shall, on the grounds of race, color, national origin, sex, or sexual orientation, be excluded from the Premises or be subjected to discrimination in any form by the Lessee.

Notices Any notice to the PPPC from the Lessee required hereunder shall be sent by U. S. Certified Mail, return receipt requested, postage prepaid, to 260 Commercial Street, Provincetown, MA 02657. Any notice to the Lessee from the PPPC shall be sent by U.S. Certified Mail, return receipt requested, postage prepaid, to the Lessee's address given on Page 1.

PPPC's Improvements The PPPC shall not be required to provide any work on, improvements to, or services or other improvements in connection with the Premises. The PPPC reserves the right, exercisable by itself or its nominee, at any time, and from time to time, without the same constituting an actual or constructive eviction and without incurring any liability to the Lessee therefore, or otherwise affecting the Lessee's obligations under this Lease, to make such changes, alterations, additions, improvements or repairs to the Premises, the fixtures thereof, as well as in or to the street entrances, sidewalks, roads, lighting, and other areas located in the Trap shed area of MacMillan Pier, as it may deem necessary or desirable, and to change the arrangement and/or location of entrances, lighting and fixtures provided, however, that there be no unreasonable obstruction of the right of access to, or unreasonable interference with the use of, the Premises by the Lessee. Nothing contained herein shall be deemed to relieve the Lessee of any duty, obligation or liability of the Lessee with respect to making any repair, replacement or improvement or complying with any law, order or requirement of any governmental or other authority.

PPPC's Right to Inspect Premises Throughout the term of the Lease, the PPPC and its representatives shall have the right to inspect the Premises for the purpose of ascertaining Lessee's compliance with terms of the Lease. Inspections shall be accomplished in a manner that does not unreasonably interfere with the operation of the Premises by the Lessee. If requested by the PPPC, the Lessee shall provide a representative to accompany the PPPC on each such inspection.

PPPC's Access Throughout the term of the Lease, the PPPC and its representatives, including, without limitation, representatives of the PPPC, shall have the right to pass in, on and over the Premises for the purpose of maintenance, repair and/or replacement of its fixtures.

Representations The Lessee represents to the PPPC that: (i) the Lessee has obtained and will maintain throughout the term of the Lease all appropriate Town licenses and will otherwise comply with all applicable requirements of the Town of Provincetown and the PPPC, (ii) Lessee has the full lawful right and authority to enter into this Lease, (iii) the Lessee has the full and unrestricted lawful right and authority to open and operate its business on the Premises that is leased thereunder to the Lessee, (iv) the Lessee shall use the Pier name as existing, or as the same may be changed from time to time, in designating the location of the Premises in newspaper or other advertising, and all other references to such, (v) the Lessee hereby represents and warrants, covenants, and agrees that the business to be conducted by Lessee at the Premises, and the kind and quality of Lessee's merchandise and the sales methods to be employed by Lessee in said business, as well as all other elements of its merchandise and the sales methods, display and demeanor of Lessee's employees, will be dignified and in conformity with the operations generally being conducted at the Pier, (vi) the Lessee will use best efforts to work in cooperation and harmony with other tenants, disputes will be resolved through the office of PPPC (vii) under no circumstances shall any special sales be carried on at the Premises other than such as are incident to the normal routine of Lessee's business (viii) the Lessee shall not operate or permit to be operated on the Pier any coin or token-operated vending machines or similar device including, without limitation, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods (ix) the Lessee shall not sell, distribute or display any item or provide any service in any manner which, in the good faith judgment of the PPPC, its successors and assigns, is inconsistent with the quality of

operation of the Pier or may tend to injure or detract from the moral character or image of the Pier within the community; and without limiting the generality of the foregoing, the Lessee shall not permit any nudity in the premises and shall not sell, distribute or display any paraphernalia commonly used in the use or ingestion of illicit drugs, or any x-rated, pornographic newspaper, book, magazine, film, picture, video tape, video disk, or other similar representation or merchandise of any kind and (x) any handling of freight, garbage, or deliveries to or from the Premises shall be made in a manner which is consistent with good retail practice and only at such times, in areas and through entrances and exits, designated by the PPPC, its successors and assigns.

Safe Operation of Premises The Lessee shall operate the Premises safely and maintain a safe environment, free of hazardous conditions, and shall, at his or her own sole cost and expense, promptly remedy any hazardous condition that may arise.

Sanitation The Lessee, at his or her sole cost and expense, shall keep the Premises in a clean and sanitary condition at all times. The Lessee shall be responsible for all litter pickup, trash disposal and cleaning in and around the Premises, all at his or her own expense. All Massachusetts health laws, local health regulations and other legal requirements regarding sanitation will be strictly complied with.

Signage The Lessee may post and maintain at the Premises, in a location which shall be mutually satisfactory to the Lessee and the PPPC, a sign indicating the Lessee's hours of operation. The design, layout and materials of such sign shall be subject to prior written approval of the PPPC. Except as permitted hereunder, the Lessee shall not place or authorize the placing of any signs at the Premises, or the like, except for signage approved by the PPPC in writing. The PPPC may, without prior notice and at the Lessee's sole cost and expense, remove any sign erected by, or on behalf of, the Lessee which was not approved in advance in writing by the PPPC. The PPPC's name shall not be used without the PPPC's consent in any advertising material. All of the Lessee's signs shall be consistent with the character of the Pier and if the PPPC shall notify Lessee that any of its signs are not, in PPPC's sole judgment, consistent with the character of the Pier, the Lessee shall immediately remove such sign(s), failing which the PPPC may remove the same at Lessee's sole cost and expense.

Outdoor Display All of the Lessee's outside displays shall be consistent with the conditions of PPPC's Special Permit for outside display which states that: (i) No tables or shelves shall be greater than 18 inches deep; (ii) Displays, pieces of artwork or crafts shall not project more than 18 inches beyond the exterior wall of the Trap shed; (iii) No more than 12 pieces of art or craft shall be displayed on each exterior wall or shelving unit; (iv) No outdoor display shall restrict the movement of pedestrians on the walkway; (v) All outdoor displays and associated fixtures shall be removed at the close of each business day; (vi) Each Lessee's display space shall not be larger than the front or side exterior wall of the Premises within the established Artist's Area, which is delineated as the pedestrian walkway from the planter at Lopes Square to approximately 50 feet south of the Municipal Parking Lot bulkhead; (vii) The PPPC, in accordance with this Lease, and at its sole discretion, may impose additional restrictions on outdoor displays; and (viii) All outdoor displays should be consistent with the character of the Pier. If the PPPC notifies the Lessee that any of its displays, in its sole judgment, violate any of the conditions of the Special Permit, the Lessee shall immediately remove such display(s), failing which the PPPC may remove same at the Lessee's sole cost and expense.

Assignment and Subletting The Lessee may not assign or sublet the Premises.

Refunds Partial refunds will be considered by the PPPC on an emergency case by case basis and only prior to July 1, 2020.

Severability If any provisions of this Lease are found to be invalid or unenforceable to any extent, the remainder of the Lease and the applications of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

This short-term lease does not have an automatic right of renewal without further approval from the Provincetown Public Pier Corporation. Tenant-owned fixtures must be removed at the end of the term.

Signature of applicant(s) _____ Date _____

Print Name(s) _____

PIER MANAGER:

(The remainder of this page for PPPC use)

Date received: _____ Application review for completion: _____ Subcommittee Decision:

Comments:

Total fee for lease	_____	= \$5000
Less deposit due by May 1, 2020		- \$ 500
Balance due on or before June 30, 2020		= \$4500

TRAP SHED SUBCOMMITTEE:

Vote to approve: yea ___ nay ___ abstain ___ Approved: _____ Not approved: _____

If not approved, state reason: _____

For Subcommittee:

Name: _____

Signature: _____

Date: _____

Deposit Received: _____

Section V, Certifications- Compliance & Non-Collusion Page 12

CERTIFICATION OF COMPLIANCE

M.G.L. Chapter 62C, Section 49A

Pursuant to Section 49A of Chapter 62C of the General Laws of Massachusetts, I hereby certify that I have complied with all Laws of the Commonwealth of Massachusetts relating to taxes.

This statement is made under the pains and penalties of perjury this _____ day of _____, 2017.

Printed Name of Individual or Corporation: _____

Name and Title of Corporate Officer (if applicable):

Signature of Individual or Corporate Officer:

Social Security or Federal Identification Number: _____

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**CERTIFICATION OF NON-COLLUSION**

The undersigned certifies under the penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other persons. 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.

Signed: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name of Business: \_\_\_\_\_

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

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

