



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

100 FAIRWAY DRIVE
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 583-4140

**REQUEST FOR PROPOSAL
TOWN OF NORTH KINGSTOWN
MUNICIPAL GOLF COURSE RESTAURANT**

Proposals are being sought by the Town of North Kingstown from qualified restaurant or food service businesses to operate the restaurant at the North Kingstown Municipal Golf Course, 615 Callahan Road, North Kingstown, RI for the period of April 1, 2018 through December 31, 2018 and one (1) additional calendar year (with an option to extend). Qualified individuals/firms must have prior restaurant or food service, food preparation and alcohol beverage service experience.

FIVE (5) SETS of the proposal for the above referenced Request for Proposals will be accepted in the Office of the Purchasing Agent, Municipal Town Offices, 100 Fairway Drive, North Kingstown, RI 02852-5762 until **12:00 PM on Tuesday, January 16, 2018** and will then be opened and read aloud.

There will be a pre-proposal meeting on Friday, January 5, 2018 at 11:00 AM at the North Kingstown Golf Course, 615 Callahan Road. Attendance is highly recommended. Proposal packages may be obtained at the Purchasing Agent's Office, 100 Fairway Drive, North Kingstown, RI. All questions can be directed to A. Ralph Mollis, Town Manager by e-mail at rmollis@northkingstown.org.

NO RESPONSES WILL BE ACCEPTED AFTER THE 12:00 PM TUESDAY, JANUARY 16, 2018 DEADLINE

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The proposal shall be awarded to the best qualified firm in accordance with R.I.G.L. 45-55-8.1.

A Certificate of Insurance showing \$1 million general liability and \$1 million any auto, Worker's Compensation, with a waiver of subrogation, in favor of the Town and the Town being named as an additional insured will be required of the successful bidder.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

The Town of North Kingstown reserves the right to reject any or all proposals or part thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town. Proposals may not be withdrawn within thirty (30) days after the date of opening.

A. Ralph Mollis
Town Manager

SELECTION CRITERIA

The following factors will be considered:

The Town of North Kingstown seeks the services of a highly qualified service provider with significant experience in food service to provide a restaurant operation at the North Kingstown Municipal Golf Course. The health and safety of the public require that the Town exercise its right to procure these services through a Request for Proposals which will allow the Town to award the agreement on the basis of comparative criteria rather than on the basis of minimum criteria.

All proposals will be evaluated based upon Minimum and Comparative Criteria. Proposals must address each of the points under these criteria. Failure to provide detailed responses may result in the proposal receiving a low ranking.

TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 8. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT (When Applicable to Bid)

Contract period: ONE (1) CALENDAR YEAR from date set in the Notice to Proceed, with options for years two and three awarded, contingent upon satisfactory performance by the vendor. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 10. LABOR REGULATIONS *(When Applicable to Bid)*

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40 USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 11. INSURANCE

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed for the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall

provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000. With both of the above naming the Town as additional insured.
3. Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation

The Vendor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

ARTICLE 12. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island



REQUEST FOR PROPOSALS

NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT

Issued December 15, 2017

**A. Ralph Mollis
Town Manager
Town of North Kingstown
100 Fairway Drive
North Kingstown, RI 02852
Tel 401-294-3331 ext. 200
Fax 401-583-4140**

**Town of North Kingstown
Request for Proposals
Municipal Golf Course Restaurant Concession**

A. NOTICE

The Town of North Kingstown, Rhode Island invites qualified restaurant or food services businesses with experience preparing and serving food with a full liquor license to submit proposals to provide a restaurant operation at the North Kingstown Municipal Golf Course from April 1, 2018 through December 31, 2018 and one (1) additional calendar year (with an option to extend) as stipulated in the Request for Proposal. The operations during the months of January and February of each year will be left in the discretion of the Concessionaire to provide restaurant services. Concessionaire shall be responsible for the maintenance of the premises during all months of the year. Proposals must be submitted to the Office of the Purchasing Agent, Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852 no later than 12:00 PM on Tues, January 16, 2018. Proposals shall include a monthly rent payment that is inclusive of all utilities.

The Town will not award a proposal to any proposer owing delinquent taxes or water charges to the Town. Proposers certify, by virtue of their signature on the proposal sheet, that neither the proposer nor any business or corporation of which the proposer owns an interest is delinquent in tax obligations to the Town. The Purchasing Agent will verify that no delinquent taxes are owed before any proposal is awarded.

For the purposes of this Request for Proposals, the terms vendor or concessionaire are considered to be the successful proposer. The term owner and Town are one in the same.

B. BACKGROUND INFORMATION.

The Town of North Kingstown has owned the North Kingstown Municipal Golf Course since 1982 when it acquired it from the Navy and is subject to all the terms and conditions of that certain Quit Claim Deed from the United States of America to the Town, a copy of which is attached. The facility is operated by the Town and includes the golf course, practice range, maintenance buildings and Pro Shop and lies within an industrial park with over 11,000 employees. The course is an 18-hole Par 70 Course which has been in service since the 1960's. The North Kingstown Municipal Golf Course is open for golf from March 1 through December 31, weather permitting. The course accommodates approximately 40,000 rounds of golf annually. Play is shared among the general public paying the daily fee, a small group of members, tournament play and weekday afternoon business leagues. A practice range with a turf tee was added in 1998. The Clubhouse was constructed in 1998 and has been operated through a concession agreement.

The Town seeks proposals from qualified proposers to provide all supervision, labor, materials, some equipment (equipment provided and owned by the Town will be inventoried and identified in an Exhibit prior to the execution of the Concession Agreement), goods, tools, insurance and all other goods and services necessary to operate, manage and maintain the 289 seat restaurant

facility at the North Kingstown Golf Course. The services shall be provided in accordance with all applicable Federal, State and local laws, ordinances, by-laws, rules, regulations and guidelines, and with this RFP.

C. DESCRIPTION OF RESTAURANT SITE AND USE OF PREMISES

The restaurant site is located within the Clubhouse of the North Kingstown Municipal Golf Course Clubhouse, 615 Callahan Road, North Kingstown, RI 02852. The related recreational facilities and services to be provided in accordance with this Concession Agreement are approximately Six Thousand Three Hundred Eighty-One (6,381) square feet and outlined on the Floor Plan attached as Exhibit A. . The Premises include the kitchen, dining rooms, patio and bar area, 3 hallways and adjacent rest rooms.

The proposer shall use the Premises for the operation and maintenance of a restaurant, lounge and outside patio, together with lavatory facilities including hallways accessory thereto. The proposer will promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local governments affecting the Premises or the proposer's use thereof. The proposer will indemnify and hold harmless the TOWN, its officials, agents and employees from and against any and all penalties or damages charged to or imposed upon it or for any violation of such laws, ordinances, requirements, orders, directives, rules or regulations by the proposer. The proposer will not use, or permit the use of, the Premises for any purpose, which would cause the premiums on the TOWN's fire and casualty insurance to be increased or create forfeiture or prevent renewal or such insurance. The proposer will not use, or permit the use of, the Premises for any improper, offensive or unlawful purpose.

Notwithstanding any other provision hereof, the proposer agrees that the TOWN, its officials, agents and employees shall not be responsible or liable to the proposer, or to those claiming by, through or under the proposer for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying the premises or other portions of the building in which the Premises are located, or for any loss or damage resulting to the proposer or those claiming by, through or under the proposer, or its or their property except to the extent the same results from the negligence or the willful act or omission of the TOWN.

D. SCOPE OF SERVICES

The objective of this Request for Proposals (RFP) is to obtain a high caliber business entity capable of providing and overall restaurant service and alcohol service to accommodate the golf course patrons and the general public. The goal is to operate and maintain the Premises, facilities and services in a professional manner and employ adequate, qualified personnel to provide efficient, safe and courteous service to the golf course patrons, leagues, tournaments and the public and to succeed to such an extent that the golf and non-golf patrons are: 1) satisfied with the quality of services received; 2) treated courteously; and 3) likely to return based on their enjoyment of this restaurant operation. The Proposer is to maintain prices for goods and services which are competitive with prices for like goods and services in contemporary enterprises located within the State of Rhode Island.

The Town seeks proposals from qualified proposers to provide all supervision, labor, materials, equipment, furnishings, goods, tools, insurance and all other goods and services necessary to operate, manage and maintain the restaurant facility at the North Kingstown Municipal Golf Course. Some equipment and furnishings are available for use by concessionaire which will be identified. The equipment and furnishings identified are the property of the Town and proposer is taking the property as is. This list of equipment and furnishings should not be relied upon as 100% accurate and a full inventory will be completed by the Town and the proposer prior to the execution of the Concession Agreement. All maintenance upkeep is the responsibility of the leasee. Should any of the equipment or furnishing identified break down or not be sufficient for the concessionaire's use, the Town will have no responsibility to replace or repair said equipment. Concessionaire shall be responsible for said replacement or repair. Any equipment or furnishings identified that is are replaced by concessionaire shall remain the property of the concessionaire. The Town shall have the option to purchase any equipment or furnishings at the end of the term for fair market value.

The attached NORTH KINGSTOWN MUNICIPAL GOLF COURSE CONCESSION AGREEMENT (Exhibit B) shall constitute the Scope of Services on which the Proposer shall base her/his Proposal. The Town reserves the right to revise said Agreement. The services shall be provided in accordance with all applicable Federal, State and local laws, ordinances, by-laws, rules, regulations and guidelines with this RFP.

Each proposer shall examine all proposal specification documents, and are encouraged to visit the restaurant site (by appointment only) to determine for themselves all matters relating to the adequacy and accuracy of the documents. Neither the Town nor its agents, advisors or consultants assume responsibility for the completeness nor the accuracy of the specific technical and background information presented in this RFP, or otherwise distributed or made available during this procurement process. In no event may a proposer rely on any oral statement by the Town or its agents, advisors or consultants. Should a proposer find discrepancies in or omissions from this RFP and related documents or have questions regarding the scope of this RFP, they should be submitted in writing to the Town Manager, Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, telephone 401-294-3331, facsimile 401-583-4140 in order that appropriate addenda may be issued, if necessary, to all prospective proposers. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

A Pre-Proposal Conference will be held on Friday, January 5, 2018 at 11:00 AM at the Golf Course Clubhouse, 615 Callahan Rd., North Kingstown, RI

At the time of opening proposals it will be presumed that each proposer has read and thoroughly familiarized itself with the scope of services to be performed and all other information in this RFP and Addenda, if applicable. The failure or omission of any proposer to examine any form, instrument or document contained in this RFP shall not relieve the proposer from any obligation with respect to this RFP. The proposer agrees that if it enters into an agreement with the Town it shall make no claim against the Town because of any estimate or statement made by any officer or agent of the Town. All expenses for making 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.

E. EXPERIENCE

Desirable **MINIMUM** qualifications sought by the Town are the following:

1. The proposer must have demonstrable experience in the food service industry, preparing and serving a diverse hot/cold menu selection, operating a restaurant at a public or private location that served a large and diverse consumer on a scale equivalent with this proposed restaurant site.
2. The proposer must demonstrate experience managing an all-alcohol liquor service with TIPS or other alcohol server training.
3. Certificate of insurance showing general liability and casualty and auto in an amount of \$1 million.
4. Certificate of insurance for Workers Compensation for a minimum of \$1 million or as required by Rhode Island law.
5. Certificate of insurance covering fire, casualty and property damage in the amount of \$1 million.
6. Liquor liability policy of insurance in the amount of \$1 million.
7. All policies of insurance to waive right of subrogation against the Town.
8. All insurance policies shall name the Town of North Kingstown as an additional insured and coverage shall be primary over other policies of insurance.
9. The proposer shall provide a record of prompt payment of utilities, taxes and suppliers.

F. PROPOSAL FORMAT AND CONTENT

The proposal shall generally, include 1) the description of the business and services to be provided, 2) the marketing plan, 3) the financial management plan and 4) the management plan. Addenda to the proposal shall include the executive summary, supporting documents and financial projections. In addition, the proposal shall address Section D: Scope of Work and the items below:

- a. A Marketing Plan and financial projections to meet the requirements of Scope of Services, Section D and all other requirements of the RFP.
- b. A complete description of the proposer including the names, addresses and title of all individuals having an ownership or partnership in the business.

- c. The names and telephone numbers of at least three (3) professional references that can provide informed opinions about the proposer's ability, past experience and ability to successfully meet the requirements of this RFP.
- d. A sample menu identifying hot and cold food offerings and beverages that would be served during the main and off-seasons. At a minimum, the menu shall include, but not be limited to, that of a full service restaurant serving breakfast, lunch and dinner along with all applicable charges. In addition sample "event" menus identifying options appropriate to the Golf Course operation shall also be submitted.
- e. The Town will consider extending the term of the contract with one (1) option for an additional one (1) year period. Additional options for extensions may be granted provided concessionaire is not in default of any of the terms and conditions of this agreement and Concession Agreement is approved by the Town Council. Said approval is not to be unreasonably withheld.
- f. A completed Qualifications Statement Form (enclosed).
- g. A completed Certificate of Non-Collusion Form (enclosed).
- h. A completed Certificate of Tax Compliance Form (enclosed).
- i. A completed Certification of Non-Segregated Facilities Form (enclosed).
- j. A completed Certificate of Authority Form, if necessary (enclosed).
- k. A completed Proposer and Insurance Agent Statement Form (enclosed)

G. PROPOSAL SUBMISSION DEADLINE

1. A description of services, supporting details, form submittals and price proposals must be submitted in a sealed envelope indicating the proposer's name and address. One digital copy of the proposal should be included. The envelope must be marked in the lower left corner with the following: **North Kingstown Municipal Golf Course Restaurant Proposal and delivered to the Office of the Purchasing Agent, Municipal Town Offices, 100 Fairway Drive, North Kingstown, RI, on or before the due date.**
2. **The due date for Proposals is 12:00 PM on Tuesday, January 16, 2018,** and then proposals will be opened and read aloud in the Court/Meeting Room at the Municipal Town Offices, 100 Fairway Drive, North Kingstown, RI.

H. EVALUATION CRITERIA

The Town of North Kingstown seeks the services of a highly qualified service provider with significant experience in food service to provide a restaurant operation at the North Kingstown Municipal Golf Course. The health and safety of the public require that the Town exercise its

right to procure these services through a Request for Proposals which will allow the Town to award the agreement on the basis of comparative criteria rather than on the basis of minimum criteria.

All proposals will be evaluated based upon Minimum and Comparative Criteria. Proposals must address each of the points under these criteria. Failure to provide detailed responses may result in the proposal receiving a low ranking.

Minimum Evaluation Criteria

In written form or document submittal, each proposal must meet all of the following criteria in order to be considered for further evaluation:

1. The submission of information and forms identified in **Section F. PROPOSAL FORMAT AND CONTENT.**
2. The submission of proposals in the format and by the deadline noted in **Section G. PROPOSAL SUBMISSION DEADLINE.**

Comparative Evaluation Criteria

The ratings of Highly Responsive, Responsive and Not Responsive will be used to measure the relative merits of each Proposal that has met the Minimum Evaluation Criteria described above. Those proposals which do not meet the Minimum Evaluation Criteria will be deemed Non-Responsive and will not be considered.

Highly Responsive: That proposal, which, in written form includes all completed form submittals, fully describes and thoroughly meets all minimum requirements in this RFP and exceeds the minimum requirements in this RFP.

Responsive: That proposal, which, includes all completed form submittals, fully describes and thoroughly meets all minimum requirements in this RFP.

Not Responsive: That proposal, which, clearly does not meet a majority of the minimum requirements in this RFP, or vagueness or lack of information that may not allow a full understanding of the proposer's description of services.

The following will be evaluated:

- a. Restaurant management plan
- b. Food service and Alcohol service/training experience
- c. Menu offerings
- d. Marketing plan
- e. Financial management plan including projections
- f. Financial stability, strength of company to meet the requirements of the RFP
- g. Professional references including payment histories
- h. Coordination plan with Town Golf Course

i. Price Quotation

I. PROJECT AWARD

The Town Manager, Golf Course Operations Manager and Economic Development Administrator will evaluate the Proposals received and rank them based on the evaluation process as identified in Section J - EVALUATION CRITERIA. The Committee may either schedule interviews or directly recommend an award of this project based on the Proposals.

The Town Council shall award a contract to the proposer based on the above evaluation.

If the Town selects a proposal which a) does not offer the highest fee, it shall explain in writing the justification of why the lower value proposal received the award; or b) is not the highest ranked, it shall explain in writing why the added benefit(s) of the higher ranked proposal did not justify the award of the proposal to the offeror.

J. MISCELLANEOUS PROVISIONS

The proposer to whom the contract is awarded will be required to execute an agreement within fifteen (15) calendar days from the date when the Notice of Award is received. In the event the proposer fails to execute an agreement with the Town as noted above, the Town may consider the proposer to be in default.

It is the sole responsibility of the proposer to have their proposal to **the Office of the Purchasing Agent, Municipal Town Offices, 100 Fairway Drive, North Kingstown, RI 02852**, on or before the closing hour and date shown in the Notice section of this proposal. Proposals received beyond said date or time shall be returned unopened and not considered for award.

The Town reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities or to make inquiries on any aspect of a proposal that may be vague. The Town also reserves the right to award any resulting agreement as it deems will best serve the interests of the Town.

The successful proposer(s) shall not sub-let or assign their agreement without the written approval of the Town.

The Town of North Kingstown endorses the Equal Employment Opportunity Act and Affirmative Action and will incorporate the non-discrimination clause in its award.

The Town and the successful proposer shall negotiate a mutually agreed upon schedule of payments to the Town based on the proposer's proposal.

The proposal and all submittals offered by the successful proposer shall be incorporated and made a part of the overall agreement between the parties. Failure on the part of the successful proposer to carry out any provisions of this proposal or subsequent agreement shall be cause to terminate the agreement between the parties.

All applicable Federal, State and local laws, ordinances, by-laws, rules, regulations and guidelines shall apply to any agreement established between the parties.

Any proposal that has been submitted may be withdrawn prior to the proposal submission deadline upon proper identification and signature releasing documents back to the proposer.

**(a.) NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION PRICE PROPOSAL FORM**

OPTION 1

For the period of April 1, 2018 to December 31, 2018 \$ _____

In Words: _____

For the period of January 1, 2019 to December 31, 2019 \$ _____

In Words: _____

Company Name: _____

Address: _____

Name & Title of Signatory: _____

_____ (Please print name & title)

Date: _____ Telephone Number: _____

Email: _____

Federal Tax ID or Social Security Number: _____

Any current licenses? ____Yes ____No

If yes, type of license and where located: _____

**(b.) NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION**

QUALIFICATIONS STATEMENT

(Proposal Summary)

(Separate sheets may be used for the below responses)

1. Describe Restaurant management plan

2. Describe food service experience and Alcohol service/training experience

3. Describe the Menu offerings

4. Describe Marketing Plan

5. Describe the financial management plan

6. Describe the financial stability, strength of company and its ability to meet the requirements of the RFP

7. Attach list of professional references including payment histories.

8. Describe coordination plan with Town Golf Course operations

Please note: Exhibits, tables and documents as necessary to provide a full response to above items shall be referenced to the Proposal

**(c.) NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION 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 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.

Company Name: _____

Address: _____

Signature: _____

Please print name: _____ Telephone number: _____

Date: _____ e-mail: _____

**(d.) NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION STATEMENT OF TAX COMPLIANCE**

Pursuant to Rhode Island General Laws, _____, I certify
under the penalties of perjury that _____ has fully
Name of Entity
complied with all laws of the State of Rhode Island relating to the payment of taxes.

Company Name: _____

Address: _____

Signature & Title of Signatory: _____

Please print name: _____

Date: _____ Telephone number: _____

Federal Tax ID or Social Security Number: _____

**(e.) NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION**

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Proposer certifies that it does not maintain or provide its employees any segregated facilities at any of their establishments, and that they do not permit employees to perform services at any location under their control where segregated facilities are maintained. The Proposer agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Proposer agrees that (except where they have obtained identical certification from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from provisions of the Equal Opportunity clause, and that they will retain such certifications in their files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S. Code Section 1001.

Company Name: _____

Address: _____

Signature & Title of Signatory: _____

Please print name: _____

Date: _____

Federal Tax ID or Social Security Number: _____

(f.) **NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURAN
CONCESSION CERTIFICATE OF AUTHORITY** (Corporations Only)

At a duly authorized meeting of the Board of Directors of _____
Corporation Name

It was VOTED that _____ of this
Name and Title

Corporation is authorized to execute contracts and bonds in the name of and on behalf of this
corporation, and affix its corporate seal hereto; and such execution of any contract obligation in
this company's name and on its behalf, said obligation to be valid and binding upon this
company.

A True Copy Attested,

Company Name: _____

Address: _____

Signature & Title of Signatory: _____

Print name: _____

Date: _____ Telephone number: _____

Federal Tax ID or Social Security Number: _____

I hereby certify that I am the clerk of _____; that the above
Corporation Name

vote has not been amended or rescinded and remains in full force and effect as of the date
of this contract.

Name of Clerk: _____

Corporate Seal

**(g.) NORTH KINGSTOWN MUNICIPAL GOLF COURSE RESTAURANT
CONCESSION INSURANCE AGENT STATEMENT**

We understand the insurance requirement of this proposal and that evidence of insurability (Certificate of Insurance) will be required showing coverage liability limits prior to signing of the contract. (The minimum insurance requirements are as follows: Liquor Liability \$1,000,000.00 Commercial General Liability-Occurrence Form, \$1,000,000.00/\$1,000,000.00 with both naming the Town as additional insured.)

Restaurant Business

Insurance Agency

Signature

Signature

EXHIBIT B
NORTH KINGSTOWN MUNICIPAL GOLF COURSE
CONCESSION AGREEMENT

This CONCESSION AGREEMENT is entered into by and between the TOWN OF NORTH KINGSTOWN, a municipal corporation organized and existing under the laws of the State of Rhode Island (hereinafter referred to as the "TOWN") and _____ (hereinafter referred to as the "CONCESSIONAIRE").

WITNESSETH

WHEREAS, Quonset Point Naval Air Station Golf Course was acquired by the Town from the United States of America by Quit Claim Deed dated, November 12, 1980; and

WHEREAS, the TOWN upon acceptance of said Deed obligated itself to operate and maintain a certain public recreational facility, to wit, a golf course; and

WHEREAS, the TOWN under the provisions of said Deed is not precluded from providing related public recreational facilities and services through concession agreements entered into with third parties, provided prior to occurrence to such agreements is obtained from the Secretary of the Interior; and

WHEREAS, the TOWN has determined that the operation and maintenance of a restaurant, outside patio area, lounge and locker room are a necessary adjunct to said golf course; and

WHEREAS, the TOWN has determined that the most feasible manner of providing such restaurant, outside patio area, and lounge facilities is through a concession agreement with a third party. Provided however, that the Town shall have supervisory jurisdiction over the operation of the golf course and the restaurant services.

NOW THEREFORE, for and during the term of this Concession Agreement and any renewal thereof, it is agreed by and between the TOWN and the CONCESSIONAIRE as follows:

1. **TERM:** This Concession Agreement's term shall be as follows:

Commence on _____

Renewal Option

Concessionaire will have the option of renewing the lease for one (1) additional year with the same terms and conditions which were in effect before the end of the initial term except to

the price paid. This additional option to extend shall be conditioned (a) upon Town Council approval which approval shall not unreasonably be withheld and (b) CONCESSIONAIRE not being in default of all the terms and conditions of this Agreement. Exercise of each option shall be made by sending written notice to the Town Manager for the Town of North Kingstown and copy to the Clerk of the Town. Said written notice to renew shall be received by the Town Manager on or before August 31, 2018.

2. **SECURITY DEPOSIT:** In order to secure the performance by CONCESSIONAIRE of the terms, conditions and covenants contained herein on the part of the CONCESSIONAIRE to be paid, performed and observed, CONCESSIONAIRE shall deposit with the TOWN one month of the negotiated monthly all-inclusive rent which shall be placed in an interest-bearing escrow account using TOWN'S tax identification number, which amount shall secure all the obligations under this lease. If CONCESSIONAIRE should default in the performance of any of the aforesaid terms, conditions and covenants, the TOWN may use, apply or retain the whole or in part of the deposit for the payment of rent or for the reimbursement of any sum which the TOWN may expend or be required to expend by reason of such default. CONCESSIONAIRE hereby covenants it will not assign or encumber or attempt to assign or encumber the monies deposited hereunder as security.
3. **PREMISES:** The related recreational facilities in which services are to be provided in accordance with this Concession Agreement shall be approximately Six Thousand Three Hundred Eighty-One (6,381) square feet in a clubhouse facility located at 615 Callahan Road (hereinafter referred to as "Premises") and outlined on the FLOOR PLAN attached hereto as Exhibit A. The Premises shall include the kitchen, dining rooms, patio and bar area and adjacent rest rooms including shared hallways.
4. **USE OF PREMISES:** The CONCESSIONAIRE is hereby authorized to use the Premises for the operation and maintenance of a restaurant, lounge and outside patio, together with lavatory facilities including shared hallways accessory thereto and service of alcoholic beverages and for no other purposes. The CONCESSIONAIRE will promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of federal, state and local governments affecting the Premises or the CONCESSIONAIRE'S use thereof, The CONCESSIONAIRE will indemnify and hold harmless the TOWN, its officials, agents and employees from and against any and all penalties or damages charged to or imposed upon it or for any violation of any such laws, ordinances, requirements, orders, directives, rules or regulations. The CONCESSIONAIRE will not use, or permit the use of, the Premises for any purpose, which would cause the premiums on the TOWN'S fire and casualty insurance to be increased or create forfeiture or prevent renewal of such insurance. The CONCESSIONAIRE will not use, or permit the use of; the Premises for any improper, offensive or unlawful purpose. Membership, golf privileges, locker room use and cart use

are not included within the scope of this agreement for the CONCESSIONAIRE or its employees.

5. **HOLD HARMLESS OF TOWN:** Notwithstanding any other provision hereof, the CONCESSIONAIRE agrees that the TOWN, its officials, agents and employees shall not be responsible or liable to the CONCESSIONAIRE, or to those claiming by, through or under the CONCESSIONAIRE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying other portions of the building in which the Premises are located, or for any loss or damage resulting to the CONCESSIONAIRE or those claiming by, through or under the CONCESSIONAIRE, or its or their property, from the bursting, stopping or leaking of water, gas, sewer or steam pipes, except to the extent the same results from the negligence or the willful act or omission of the TOWN.
6. **TAXES:** The CONCESSIONAIRE shall be solely responsible for and pay within the time period provided by law all taxes, including but not limited to State sales tax and taxes imposed on its personal property located in or on the Premises, including but not limited to, its inventory, furniture, trade fixtures, apparatus, leasehold improvement, equipment and any other of the CONCESSIONAIRE'S personal property. Said taxable property to include equipment identified in the attached Exhibit B. The CONCESSIONAIRE shall furnish the TOWN annually and from time to time at its request, with evidence of tax compliance.
7. **INSURANCE:**
 - (a) The TOWN shall maintain a fire and casualty insurance policy protecting its interests in the building in which the Premises are located. The CONCESSIONAIRE shall at its sole cost and expense maintain fire insurance policies for itself and the TOWN on the CONCESSIONAIRE'S and the TOWN'S personal property maintained on the Premises. The CONCESSIONAIRE shall furnish the TOWN annually and from time to time at its request with evidence of insurance. The Town shall be named as an additional insured. The TOWN shall not be responsible or liable in any manner for any loss or damage or destruction of the CONCESSIONAIRE'S personal property maintained on the Premises and the CONCESSIONAIRE shall maintain such personal property on the Premises at its sole risk.
 - (b) The CONCESSIONAIRE shall maintain, at its own expense, liability insurance in a company licensed in the State of Rhode Island with limits not less than One Million (\$1,000,000.00) Dollars for bodily injury and not less than Two Hundred Thousand (\$200,000.00) Dollars for property damage, which insurance shall be endorsed to designate the TOWN, its officials and employees, as named insured there under, to be provided at the time of execution of this agreement. All such insurance shall be non-cancelable without ten (10) days prior written notice to the TOWN. The CONCESSIONAIRE shall furnish the TOWN annually and from time to time at its request, with evidence of insurance in compliance with the provisions of this Paragraph 7(b). Said insurance shall be primary and any other insurance shall be excess.
 - (c) One Million Dollars (\$1,000,000.00) host liquor liability insurance with the TOWN as additional insured,
 - (d) All such policies shall waive all insurer's rights of subrogation against the TOWN.
 - (e) CONCESSIONAIRE shall obtain through the period of this agreement personal property insurance for all personal property on the premises. Lessor assumes no responsibility for personal property of CONCESSIONAIRE.

- (f) All such insurance shall not be canceled and is to be provided at the time of execution of this agreement. CONCESSIONAIRE shall provide the Town annually and from time to time as the Town may request evidence of said insurance.
- (g) Provide certificate of insurance for workers' compensation.

8. MAINTENANCE OF PREMISES:

- (a) The TOWN, except as provided in subparagraph (b) hereof, shall keep the exterior of the building in which the Premises are located in good order and repair. The TOWN shall maintain the parking area for the Premises and shall remove snow and ice from such parking area. The TOWN shall provide cleaning personnel on a daily basis to clean common areas, assist in cleaning of the restrooms, with the CONCESSIONAIRE being responsible for cleaning restaurant space.
- (b) The CONCESSIONAIRE shall: maintain the Premises, including common passageway and restrooms in good condition and shall not permit the Premises to be overloaded, damaged, stripped, and defaced or to suffer any waste. CONCESSIONAIRE'S duties shall include all sweeping, washing, servicing, repairing, replacing, cleaning and interior painting that may be required to properly maintain the premises in a safe, clean, wholesome, sanitary, orderly and attractive condition. The CONCESSIONAIRE shall not allow any trade or occupation to be conducted or any use to be made of the site that would be unlawful, improper, noisy or offensive, or contrary to any laws, ordinances, by-laws, rules, regulations. The CONCESSIONAIRE shall not allow patrons to be importuned and shall maintain the restaurant service on a plane of dignity consistent with the operation of the golf course. The CONCESSIONAIRE shall be responsible for (1) maintaining the interior of the restaurant portion of the clubhouse facility; it is the intent of the parties that all maintenance and repair of the leased premises shall be the responsibility of the CONCESSIONAIRE.
- (c) The CONCESSIONAIRE will repair any damage to the building in which the Premises is located which is caused by it, its agents, employees or invitees and will not use, or cause or permit, or suffer or allow, others within its control to use the Premises in such manner to constitute a nuisance.
- (d) The CONCESSIONAIRE shall provide and service suitable covered trash receptacles in the service areas to prevent the accumulation of trash and refuse from gathering in or about building areas.
- (e) The CONCESSIONAIRE shall maintain the grease interceptor on a scheduled basis not less than once per month and as frequently needed.
- (f) The CONCESSIONAIRE shall furnish janitorial services on a daily basis for maintaining a proper state of cleanliness for the portions of the clubhouse facility including shared areas in accordance with Exhibit A.
- (g) The CONCESSIONAIRE shall insure that the Carpets are steam cleaned and shampooed at least every six (6) months or as deemed necessary from the date services commence.
- (h) Fire Extinguishers: Installation, inspection and maintenance of all fire extinguishers required by local and state fire codes for all premises are the responsibility of the CONCESSIONAIRE.

9. RECREATIONAL FACILITIES AND SERVICES TO BE PROVIDED:

- (a) The CONCESSIONAIRE shall operate, maintain and provide during the entirety of this agreement a food and alcoholic beverage restaurant service in the facilities on the Premises for golf and non-golf patrons. It shall be within the discretion of the CONCESSIONAIRE to be open during the months of January and February provided however CONCESSIONAIRE shall be responsible to maintain said premises during said time. The restaurant, lounge and patio shall work in conjunction with the golf course in providing said services;
- (1) As part or working in conjunction with the golf course the CONCESSIONAIRE commits to operating (at a minimum) during the hours of 11:00 a.m. – 1 hour after sunset on weekdays, 11:00 am – sunset on weekends and limited operations (coffee and) from 8:00 am – 11:00 am on weekends.
 - (2) The CONCESSIONAIRE also agrees to be open each day the Golf Course is open and in operation unless the Golf Course is closed to patrons during weather or other extreme circumstances in which case the CONCESSIONAIRE will have at their option whether to open.
 - (3) The CONCESSIONAIRE agrees to provide on-course cart beverage services during:
 - a. All Outings
 - b. 3:30 – Sunset on weekdays
 - c. 11:00 a.m. – 4:00 p.m. on weekends
 - (4) Failure to abide by above restrictions allows the TOWN to terminate agreement and put out an RFP for a new services provider within 30days notices to CONCESSIONAIRE.
- (b) The CONCESSIONAIRE shall provide services and facilities of a type and quality which are complementary to and do not materially affect access to or the TOWN'S operation of its golf course and, to that end, shall:
- (1) obtain all necessary licenses and permits including but not limited to a Class B Full Alcoholic Beverage License, comply with all laws, ordinances, rules and regulations of all public authorities affecting the services, facilities, Premises and use thereof.
 - (2) recognize that the TOWN is an equal opportunity employer, and that no person in the United States is denied the benefits of the right of employment, or any goods, services, facilities, privileges, advantages, and accommodations of, or on any property administered by the TOWN because of race, creed, color, age, sex, national origin, or physical disability, and that these provisions apply to all contractors, lessees, licensees, and concessionaires operating under any legal instrument issued by the TOWN including the CONCESSIONAIRE.
 - (3) operate and maintain the Premises, facilities and services in a professional and courteous manner, insure that a manager or other such designated personnel be on-site full-time that is capable of being responsible for the supervision of all staff on-site and capable of making decisions relating to complaints received. The CONCESSIONAIRE shall employ adequate, qualified personnel to provide efficient, safe and courteous service to the public that will not be detrimental to the operation of North Kingstown Municipal Golf Course. The TOWN shall have the right to review the performance of the CONCESSIONAIRE, at least yearly to determine that the CONCESSIONAIRE is consistently

providing quality services, properly maintaining the facility, complying with all applicable Federal, State and local laws, ordinances, by-laws, rules, regulations and guidelines and is responsive to issues raised by the TOWN. The TOWN'S judgment as to the extent to which the CONCESSIONAIRE is responsibly and responsively operating the restaurant service shall serve as the criteria for determining if the Town will continue to engage the CONCESSIONAIRE during the option years of the agreement and or termination if it is deemed appropriate.

- (4) to operate as a freestanding enterprise that will establish the service charge for food and beverage. However, pricing must be reasonable and consistent, not varying between individuals and maintain pricing for goods and services that are competitive with prices for like goods and services in contemporary enterprises located within the State of Rhode Island, It is understood that group pricing is a separate issue and may vary from regular menu pricing.
- (5) The CONCESSIONAIRE is encouraged to work with the TOWN to co-promote the facilities and work together to book outings, events, etc. in a partnership format.
- (6) acknowledge in writing that this Concession Agreement is subject to all the terms and conditions of that certain Quit Claim Deed from the United States of America to the TOWN, a copy of which is attached hereto as Exhibit B and made a part hereof.
- (7) shall not allow any excessive drinking on the premises, nor gambling of any kind for any reason whatsoever. Raffles and fundraisers to raise funds may be permitted at the discretion of the TOWN's consent not to be unreasonably withheld and the CONCESSIONAIRE securing all necessary permits. Should the CONCESSIONAIRE ever be found in violation of a liquor law through a hearing before the local licensing authority, the TOWN shall have the option to immediately terminate the agreement with the CONCESSIONAIRE.
- (8) The agreement to provide food and liquor service at this location shall be to the exclusive benefit of the CONCESSIONAIRE. It shall not include the right to sell souvenirs, counter toys, pictures, balloons, or other items considered novelties, or pornographic, religious or other considered novelties, or pornographic, religious or other items that may offend the general public, nor shall the privileges herein include the right to sell golf equipment or items used directly or indirectly in the play of golf.

10. IMPROVEMENTS TO PREMISES:

- (a) The TOWN reserves the right to make structural improvements to the Clubhouse facility building in which the Premises are located and the grounds adjacent thereto. The TOWN agrees to notify the CONCESSIONAIRE of any plans to proceed in this regard and, to the extent practicable, to coordinate any work in connection therewith in a manner which will have the least possible effect on the CONCESSIONAIRE and the facilities and services being provided by it.
- (b) The CONCESSIONAIRE agrees and is authorized at its own expense to make improvements and alterations to the interior of the Premises; provided, however, all such improvements and alterations shall be made with prior written notice to and in accordance with plans and specifications approved by the TOWN acting by

and through its Town Manager. It is understood that, the CONCESSIONAIRE shall accomplish such improvements and alterations as will enhance the Premises for the purpose of providing services and facilities of the type to be provided by the CONCESSIONAIRE under this Concession Agreement. Only changes in keeping with the high quality of the building will be acceptable. The CONCESSIONAIRE shall be responsible for the acquisition of any and all permits and approvals needed from any regulatory body having jurisdiction in the matter. In the event the TOWN'S facilities or the services being provided by it including the operation of the golf course are interrupted or otherwise affected in any manner whatsoever as a result of the CONCESSIONAIRE making improvements to the building in which the Premises are located, the CONCESSIONAIRE agrees to indemnify, defend and hold harmless the TOWN, its officials, agents and employees from any clear cause of action, demands or damage incurred if the TOWN'S business is materially interrupted as a result of any actions by the CONCESSIONAIRE.

11. **CONDITION OF PREMISES:** The Premises is delivered to the CONCESSIONAIRE in its condition "as is" and the TOWN makes no warranty either as to its usability generally or as to its fitness for any particular purpose.
12. **OWNERSHIP OF IMPROVEMENTS:** Any improvements to the Premises including any fixtures installed herein by either the TOWN or the CONCESSIONAIRE, other than those items listed on Exhibit C hereto or stated otherwise in this agreement, shall forthwith become and remain the property of the TOWN.
13. **RENT:** On the first day of the month, the CONCESSIONAIRE shall pay the TOWN, the sum of _____.

Late charges of one and one half percent (1.5%) per month will be assessed after the tenth day of the month.

14. **FIRE OR OTHER CASUALTY:** in case of the Premises or any part thereof shall be damaged by fire or other casualty so as to render the same untenable, a just abatement of the fees shall be made until the earlier of the restoration of the same or the termination of this Concession Agreement. If the TOWN shall elect not to restore the same, this Concession Agreement shall terminate as of the time of such damage and that proportionate part of the fees paid in advance shall be repaid to the CONCESSIONAIRE. The TOWN shall have no responsibility for personal property of the CONCESSIONAIRE located in the building or on the Premises.
15. **NO ASSIGNMENT:** The CONCESSIONAIRE shall not assign this Concession Agreement or any portion of the Premises without first obtaining the written consent of the TOWN.
16. **RIGHT TO INSPECT:** The TOWN and its duly authorized agents and representatives shall have the right to enter into and upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining the same.
17. **INDEMNITY:** In addition to other obligations of the CONCESSION Agreement, the CONCESSIONAIRE shall indemnify, defend with counsel satisfactory to the TOWN and hold harmless the TOWN, its officials, agents and employees from and against all claims, demands or causes of action or liens of whatever nature, arising out of or in connection with the CONCESSIONAIRE'S use and occupancy of the Premises, operation of the Premises or from any act, omission or negligence of the CONCESSIONAIRE, or the CONCESSIONAIRE'S contractors, licensees, invitees, customers, agents, servants or employees and neither the TOWN nor any of its officials, agents and employees, officially or personally, shall be liable on account of any claim, demand or cause of action made or brought by reason of any alleged act or omission of the CONCESSIONAIRE or any of its

contractors, licensees, invitees, customers, agents, servants or employees in doing anything permitted or required to be done by the CONCESSIONAIRE pursuant to this Concession Agreement, or by reason of any loss of life, or any injury or damage to persons or property, whether avoidable or not, that may be alleged to be due to the use or occupancy of the Premises or the walkways and parking lots adjacent thereto, by the CONCESSIONAIRE, its contractors, licensees, invitees, customers, agents, servants or employees. It is the intent of the parties that no risk or liability is or shall be incurred by the TOWN or any of its officials, agents, or employees, officially or personally, by the granting of this Concession Agreement or by the use of occupancy of the Premises by the CONCESSIONAIRE, its agents, employees or invitees and that all such risk and liability shall be and hereby is assumed by the CONCESSIONAIRE, even if arising, in whole or in part, from an act or omission of the TOWN or any one or more of its officials, agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, such costs and expenses shall be payable by the CONCESSIONAIRE to the TOWN as an additional fee hereunder. The provisions of this Paragraph shall survive the expiration and termination of this Concession Agreement.

18. **CONCESSIONAIRE'S DEFAULT:** This Concession Agreement is made upon the express condition that (a) in case of failure on the part of the CONCESSIONAIRE to make the rent payments specified in Paragraph 13 within ten (10) days subsequent to the time specified therein, or (b) in case the CONCESSIONAIRE shall neglect or fail to perform or observe any of the other terms or conditions contained in this Concession Agreement on its part to be performed or observed and said default shall continue for a period of ten (10) days after written notice thereof shall be given the CONCESSIONAIRE by the TOWN, or (c) in case the CONCESSIONAIRE shall be adjudged bankrupt or insolvent or in case any assignment shall be made of its property for the benefit of creditors, or (d) in case the Premises shall be vacant or abandoned; then and in any such case, it shall be lawful for the TOWN thereupon or at any time thereafter at its option and without notice to said CONCESSIONAIRE and notwithstanding any waiver of any prior breach, to enter upon the Premises or any part thereof and to expel the CONCESSIONAIRE and those claiming by, through or under it, and to remove the effects of the CONCESSIONAIRE (forcibly, if necessary) without being guilty of any manner of trespass and without prejudice to any remedies which otherwise might be used and upon entry as aforesaid, this Concession Agreement and all other options given the CONCESSIONAIRE hereunder, shall terminate.
19. **TERMINATION:** This Concession Agreement shall terminate upon the earlier of:
 - (a) At the expiration of the original term, or, if renewed, at the expiration of the renewed term;
 - (b) As a result of fire or other casualty in accordance with Paragraph 14;
 - (c) CONCESSIONAIRE'S default as specified in Paragraph 18; or
 - (d) Pursuant to the provisions of Paragraph 1 herein.
20. **NOTICES:** Notices shall be given by hand delivery or by mailing the same (if the latter, by certified mail, return receipt requested): to THE TOWN, c/o Town Manager, 100 Fairway Drive, North Kingstown, RI 02852 and to the CONCESSIONAIRE, _____.
21. **PARAGRAPH TITLES:** The paragraph titles used in this Concession Agreement are for convenience of reference only and shall not be considered in the interpretation or construction of any of the provisions hereof.

22. **CONSTRUCTION:** Should the TOWN decide to replace the existing facilities or make substantial improvements to existing facilities; both parties agree to renegotiate the terms and conditions of this Concession Agreement. No structural modifications by the concessionaire may be made to the building without prior approval of the town. No structural modifications by this CONCESSIONAIRE may be made to the building without prior approval of the town.
23. **SURRENDER:** Upon the expiration or other termination of the term of this Concession Agreement, as the same may be renewed as expressly provided herein, the CONCESSIONAIRE shall quit and surrender the Premises to the TOWN, broom clean, in good order and condition, ordinary wear and tear excepted, and shall remove all of its property. The CONCESSIONAIRE'S obligations to observe or perform this covenant shall survive the expiration or other termination of this Concession Agreement. In the event of the CONCESSIONAIRE'S failure to remove any of the CONCESSIONAIRE'S property from the Premises, the TOWN is authorized, without liability to the CONCESSIONAIRE for loss or damage thereto, and at the sole risk of the CONCESSIONAIRE, to remove and store any of the property, at CONCESSIONAIRE'S expense, or to retain the same under the TOWN'S control or to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
24. **HOLDOVER:** Any statute, law, custom or practice to the contrary notwithstanding, this Concession Agreement and the term hereby granted shall in any event terminate, expire and come to an end on the date hereinbefore first specified for the termination thereof, without notice of any kind from either party to the other, and in the event that the CONCESSIONAIRE holds over after said date, except under a renewal of this Concession Agreement as herein expressly provided, or in the event that the CONCESSIONAIRE holds over after the date specified in any notice given hereunder by the CONCESSIONAIRE, in exercise of any right which it might have to give the same, as at the date upon which said term shall terminate or come to an end, then and in either such event the CONCESSIONAIRE shall be a monthly concessionaire only and on the terms provided herein.
25. **INABILITY TO PERFORM:** This Concession Agreement and the obligations of the CONCESSIONAIRE to make payment hereunder and to perform all of the covenants and agreements hereunder on the part of the CONCESSIONAIRE to be performed, shall in no way be affected, impaired or excused (except as herein below set forth) because the TOWN is unable to fulfill any of its obligations under this Concession Agreement by reason of causes beyond the TOWN'S control or to supply or delay in supplying any service by reason of strike, labor troubles or any outside cause whatsoever including but not limited to governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.
26. **WAIVER:** Failure on the part of the TOWN to complain of any action or non-action on the part of the CONCESSIONAIRE, no matter how long the same may continue, shall not be deemed to be a waiver of rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the TOWN to or of any action by the CONCESSIONAIRE requiring the TOWN'S consent or approval shall not be deemed to waive or render unnecessary the TOWN'S consent or approval to or of any subsequent similar act by the CONCESSIONAIRE,
27. **MECHANICS LIENS:** The CONCESSIONAIRE agrees immediately to discharge (either by payment or by filing of the necessary bond or otherwise) any mechanics',

materialmen's or other lien(s) against the building and/or the Premises and/or the TOWN'S interest therein, which liens may arise out of any payment due, or purported to be due, for any labor, services, materials, supplies or equipment alleged to have been furnished to or for the CONCESSIONAIRE in, upon or about the Premises (meaning and intending to exclude any such liens arising out of contracts made by the TOWN for its own account for any such labor, services, materials, supplies or equipment).

28. **NO BROKERAGE:** The CONCESSIONAIRE and the TOWN warrant and represent, each to the other that they have dealt with no broker in connection with the consummation of this Concession Agreement. In the event of any brokerage claims against the TOWN predicated upon prior dealings with the CONCESSIONAIRE named herein, the CONCESSIONAIRE agrees to defend the same and indemnify the TOWN against any such claim.
29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any term or provision of this Concession Agreement, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Concession Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Concession Agreement shall be valid and be enforced to the fullest extent permitted by law.
30. **PROVISIONS BINDING:** Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the CONCESSIONAIRE. Each term and provision of this Concession Agreement to be performed by the CONCESSIONAIRE shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of the CONCESSIONAIRE is not intended to constitute a consent to assignment by the CONCESSIONAIRE, but has reference only to those instances in which the TOWN may later give written consent to a particular assignment as required by the provisions of Paragraph 15 hereof.
31. **GOVERNING LAW:** This Concession Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island, as the same may from time to time exist.
32. **HAZARDOUS WASTE:** The CONCESSIONAIRE agrees that it shall not release, generate, store or dispose of or allow the release, generation, storage or disposal of any "hazardous waste", "hazardous substance" or "hazardous material" (as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42. U.S.C. §9601, of seq., as amended, and any and all other federal, state and/or local law or laws governing the existence, release, generation, storage or disposal of any hazardous or toxic materials, and the regulations adopted pursuant thereto) in or on the Premises, building or property adjacent thereto. Such hazardous waste, hazardous substance or hazardous material shall hereinafter be collectively referred to as "Hazardous Waste."
33. **ENVIRONMENTAL INDEMNIFICATION:** In addition to the other obligations of the CONCESSIONAIRE under this Concession Agreement, the CONCESSIONAIRE agrees to indemnify, defend and hold harmless the TOWN, its officials, agents and employees (and the TOWN'S mortgagees, the TOWN'S title insurance company and their successors and assigns) from and against any claims, demands, actions, causes of action and other liabilities and liens arising out of or in connection with any act, omission or operation (which term shall include any possession of Hazardous Waste) of the CONCESSIONAIRE in, on or affecting in any way the Premises, the building and/or any properties adjacent thereto which act, omission or operation harms or endangers the natural environment or violates any governmental law or regulation for the protection of the environment or in any way breaches the obligations of the CONCESSIONAIRE pursuant to Paragraph 33 hereof. The CONCESSIONAIRE agrees to discharge

mechanics' liens hereunder. Upon request by the TOWN, the CONCESSIONAIRE shall furnish the TOWN with a copy of any report or record pertaining to any Hazardous Waste and substances on the Premises at any time and agrees to cooperate fully with the TOWN with respect to any investigation of the presence of, or removal of, Hazardous Waste spilled or otherwise released on the Premises, or in the building or any property adjacent thereto of which the CONCESSIONAIRE has knowledge. The obligations of the CONCESSIONAIRE hereunder shall survive the expiration or other termination of this Concession Agreement.

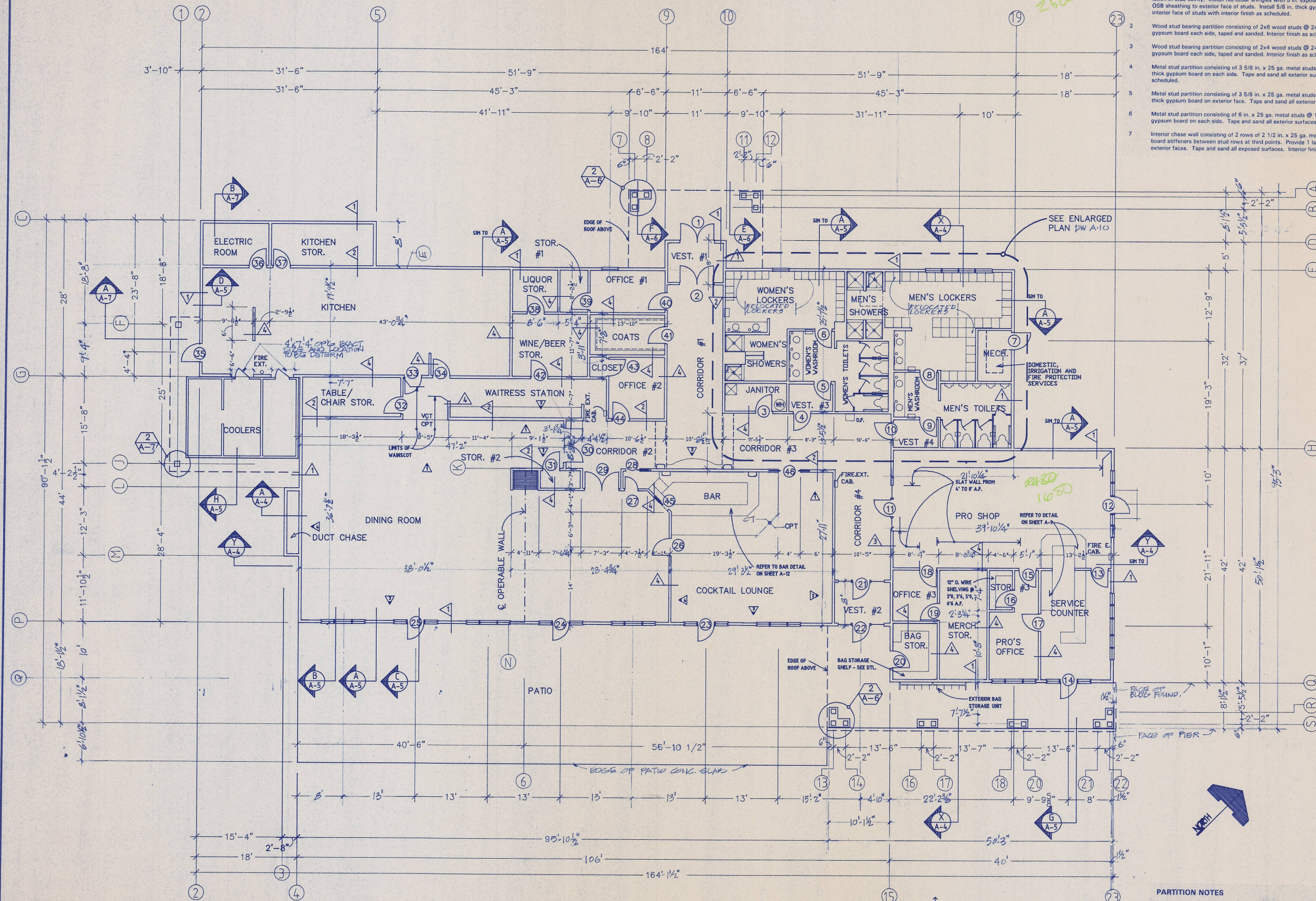
34. **BUSINESS INTERRUPTION HOLD HARMLESS:** In the event the CONCESSIONAIRE'S facilities or the services being provided by it are interrupted or otherwise affected in any manner whatsoever as a result of the TOWN exercising its rights to make improvements to the building in which the Premises are located pursuant to Paragraph 10 herein, the CONCESSIONAIRE agrees that the TOWN, its officials, agents and employees shall have no liability or responsibility whatsoever as a result of any such interruption; and further, the CONCESSIONAIRE agrees to hold harmless the TOWN, its officials, agents and employees from any damage incurred if the CONCESSIONAIRE'S business is materially interrupted as a result of any actions by the TOWN.
35. **CONCESSIONAIRE'S EQUIPMENT:** If at the end of the term of this Concession Agreement the TOWN determines not to renew this agreement with CONCESSIONAIRE, the TOWN agrees to encourage, but not compel any new concessionaire to purchase any personal property of the CONCESSIONAIRE which is located at the premises when this Concession Agreement terminates.
36. **GOLF TOURNAMENTS:** During the term of this Concession Agreement the TOWN, acting by and through the Town Manager and the Recreation and Leisure Activities Department agrees to encourage, but not compel, the organizers of any golf tournament to be held at the Municipal Golf Course to patronize the facilities operated by CONCESSIONAIRE. Any tournaments the CONCESSIONAIRE wishes to run will be subject to approval by the golf course manager and the Director of Recreation and Leisure Activities.
37. **FINANCIAL RECORDS:** The Town shall have the right to examine the CONCESSIONAIRE'S financial records on an annual basis, or more often as necessary. In addition the CONCESSIONAIRE shall submit annual financial reports of the Concession within three (3) months of the end of the CONCESSIONAIRE'S fiscal year.
38. **PROPOSAL and MARKETING PLAN:** The Proposal and Marketing Plan submitted by the CONCESSIONAIRE a copy of which is attached hereto as Exhibit C shall be made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed this _____ day of _____.

WITNESS

Town of North Kingstown

WITNESS



FLOOR PLAN

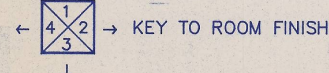
SCALE

1/8" = 1' - 0"

BUILDING DATA

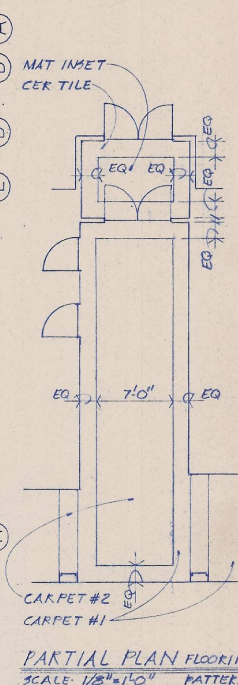
Area
Construction Type
Use Group
Fire Protection

9,867 SF
5B, Combustible - Unprotected
A-3 Assembly
100% Automatic Sprinklers, above and below ceilings and attic spaces



WALL CONSTRUCTION TYPES

- Exterior wood stud wall consisting of 2x6 wood studs @ 24 in. oc with 6 in. thick kraft faced insulation in stud cavity. Install red cedar shingles with 5 in. exposure over building wrap on 5/8 in. thick OSB sheathing to exterior face of studs. Install 5/8 in. thick gypsum board, taped and sanded, to interior face of studs with interior finish as scheduled.
- Wood stud bearing partition consisting of 2x6 wood studs @ 24 in. oc with 1 layer 5/8 in. thick gypsum board each side, taped and sanded. Interior finish as scheduled.
- Wood stud bearing partition consisting of 2x4 wood studs @ 24 in. oc with 1 layer 5/8 in. thick gypsum board each side, taped and sanded. Interior finish as scheduled.
- Metal stud partition consisting of 3 5/8 in. x 25 ga. metal studs @ 16 in. o.c. with 1 layer of 1/2 in. thick gypsum board on each side. Tape and sand all exterior surfaces. Provide interior finish as scheduled.
- Metal stud partition consisting of 3 5/8 in. x 25 ga. metal studs @ 16 in. o.c. with 1 layer of 1/2 in. thick gypsum board on each side. Tape and sand all exterior surfaces. Interior finish as scheduled.
- Metal stud partition consisting of 6 in. x 25 ga. metal studs @ 16 in. o.c. with 1 layer of 1/2 in. thick gypsum board on each side. Tape and sand all exterior surfaces. Interior finish as scheduled.
- Interior chase wall consisting of 2 rows of 2 1/2 in. x 25 ga. metal studs @ 16 in. oc with gypsum board stiffeners between stud rows at third points. Provide 1 layer of 1/2 in. thick gypsum board on exterior faces. Tape and sand all exposed surfaces. Interior finish as scheduled.



PARTITION NOTES

- Install 1 1/2 in. thick sound attenuation blankets in all stud cavities.
- All partitions shall extend to underside of structure.
- Wherever wood wainscot is installed on stud walls, 1/2" or 5/8" MDO plywood shall be substituted for the 1/2" or 5/8" gypsum board.
- Tile backer board or cement board shall be substituted for gypsum board on all wall surfaces that have ceramic tile.
- Plywood shall be substituted for gypsum board as the substrate for all FRP panels.
- Moisture resistant gypsum board shall be used on all wall surfaces within 4'-0" of

REFER TO DRAWING A-3 FOR GENERAL NOTES

RICHARD R. HUNT ARCHITECT, LTD.
26 OLD RACCOON HILL ROAD
WEST GREENWICH, R.I. 02817
401-397-9309

PROPOSED CLUBHOUSE FACILITY
FOR
NORTH KINGSTOWN MUNICIPAL GOLF COURSE
Callahan Road Quonset Point, RI

DATE		SCALE	AS NOTED	REVISIONS
20-97	10-97	1/8" = 1'-0"	10-97	10-97
JOB NO.		9724	AC	CD

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DWG. NO.
A1
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