

CITY OF NEWPORT, RHODE ISLAND
PURCHASING DIVISION
NOTICE TO BIDDERS

SEALED BID
#13-071

Sealed Bids/Proposals are being requested to provide **Water Sports Concessions** at Easton's Beach, in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

Two (2) o'clock P.M., Local Time
11 April 2013

at which time they will be publicly opened and read.

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R. I. 02840, and must be plainly marked in the lower left hand corner, "**Easton's Beach - Water Sports Concessions #13-071**"

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

The technical point of contact for this package is Erik Reis at (401) 845-5810. Email ereis@cityofnewport.com

Note: All bidders are responsible for insuring that no **addendums** have been made to the original bid package. All bid packages and addendumes are located at <http://www.purchasing.ri.gov/> or you can contact the Purchasing Department at emulligan@cityofnewport.com.

CITY OF NEWPORT, RHODE ISLAND

Erin Mulligan

Purchasing Agent

(401) 845-5414

GENERAL CONDITIONS

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000260. Please bill less these taxes.
12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may

terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.

13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
 - Statutory Workers Compensation and Employer's Liability Insurance
 - Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

Request for Proposal
Easton's Beach - Water Sports Concessions
13-071

General

The City of Newport is seeking bids for the operation of a **Water Sports Concessions** at Easton's Beach, which includes the operation of a surfboard and stand-up paddleboard rentals concession, consisting preferably of a mobile concession consisting of a vehicle or trailer.

The use of motorized water vehicles, including jet skis, is prohibited from properties and waters of Easton's Beach (12.32.060 – Easton's Beach-Regulations).

Location of Concession

Easton's Beach
175 Memorial Blvd.
Newport, RI 02840

Scope of Work:

Design and submit a program proposal to conduct Water Sports Concessions to be conducted at Easton's Beach in Newport. The proposal should include hours of operation, fees to be charged to participants, equipment to be used, area to be used, marketing plans, storage needs, months of operation, scholarship information for children of need, and a proposed fee that the vendor would pay Easton's Beach for the use of the venue.

Special Requirements:

Vendor should specify the proposed number of staff, what their certifications and training are, and what if any requirements are needed from beach staff or property. Vendor must provide insurance in the amounts specified on page four (4) of this document.

Proposal Package:

As part of the bid submitted, the Vendor will submit a detailed description of the proposed facility to be established and how it will be operated, including the hours of operation and the products for sale with prices.

Time Frame:

This concession is offered for the period May 1 through September 30.

Contract Duration:

The duration of this contract would be May 1 through September 30. There will be two option years for 2014 and 2015 which both the City and the Vendor must agree upon before moving forward.

Proposal Pricing:

1. The minimum bid is **\$2,500 annual fee.**
2. The successful bidder shall pay the annual fee to the City as follows:
 - 33-1/3% of annual fee due June 15
 - 33-1/3% of annual fee due August 15
 - 33-1/3% of annual fee due October 15

Other Terms and Specifications

1. There is no space at the beach suitable for overnight storage. Vendor will need to transport rental equipment to the beach site on a daily basis. Any other areas on Easton's Beach property must have prior approval of Beach Manager.
2. Set up and display area will be located on the west end of the boardwalk next to the flagpole. A securely anchored canopy or service truck will be allowed. The approximate area of the operation will be approximately 800 Sq. Ft. Any other areas on Easton's Beach property must have prior approval of Beach Manager.
3. A validated parking system for rental customers will be negotiated.
4. The City of Newport reserves the right to close the beach during dangerous weather, surf or other conditions beyond our control.
5. The Beach will make mention of the Water Sports Concession Business on their website and marketing program materials.

Questionnaire

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink)

1. How many years has your organization/corporation been in business as a leisure service provider? _____

2. List up to three (3) organizations and/or individuals that you have provided similar leisure service(s) to and give the name/address and telephone number of a reference from each. Also provide the contracted cost of each service listed.

3. List other organizations you are currently under contract with, including the terms of each service provided (i.e. schedule, staffing, etc.)

4. Have you ever provided service for a municipality previously? (If municipalities are listed under Question 2, then no need to complete).

5. Please provide an example of the program schedule you are proposing. Please include an example of the offerings over a seasonal basis and an example of a typical day. Attach additional sheet as necessary.

Bid # 13-071

List the Officers of your Corporation or Principals of your LLC. Award can not be done without the attachment.

Complete Company Name

_____	_____
Name	Title/Officer/Position
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