

Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

CREATION DATE : 09-OCT-13
BID NUMBER: 7521369
TITLE: CONCESSION CONTRACTS FOR GODDARD PARK AND LINCOLN WOODS - DEM

BLANKET START : 01-APR-14
BLANKET END : 31-OCT-18
BID CLOSING DATE AND TIME:06-NOV-2013 10:00:00

BUYER: Cadoret, David
PHONE #: N/A

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DOA BUDGET OFFICE
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

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DEM DIV OF PARKS AND RECREATION
2321 HARTFORD AVENUE
JOHNSTON, RI 02919
US

Requisition Number:

Note to Bidders: THERE WILL BE MANDATORY PRE BIDS AS PER ATTACHED SCHEDULE

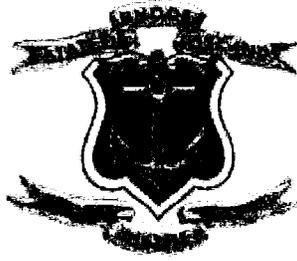
GODDARD PARK IS THE FOOD-GOLF CONCESSION AND THE ROVING SOFT FROZEN BEVERAGE. LINCOLN WOODS IS THE FROZEN SOFT BEVERAGE CONCESSION.

Line	Description	Quantity	Unit	Unit Price	Total
1	GODDARD STATE PARK: FOOD & GOLF CONCESSION	1.00	Each		
2	GODDARD STATE PARK: ROVING SOFT FROZEN BEVERAGE CONCESSION	1.00	Each		
3	LINCOLN WOODS STATE PARK: FROZEN SOFT BEVERAGE CONCESSION	1.00	Each		

Delivery: _____

Terms of Payment: _____

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Web Site: www.purchasing.ri.gov

Bid # 7521369 Concession Contracts for Goddard Park (Food and Golf and Roving Soft Frozen Beverage) and Lincoln Woods (Frozen Soft Beverage Concession)

VENDORS PREVIOUSLY SUBMITTING PROPOSALS FOR BID 7484379 WILL NEED TO ATTEND THESE CONFERENCES AND SUBMIT NEW PROPOSALS

Proposed Contract Term: THE CONCESSION PERIOD IS FIVE YEARS BEGINNING IN THE SPRING OF 2014 AND ENDING IN THE FALL OF 2018 AS PER SPECIFICATIONS OUTLINED IN THE BID DOCUMENTS.

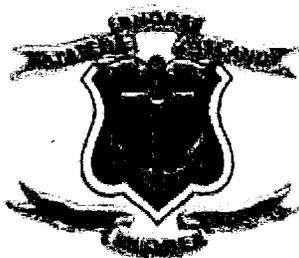
MANDATORY PRE-BID CONFERENCES WILL BE HELD ON WEDNESDAY, OCTOBER 23, 2013 AS FOLLOWS:

GODDARD STATE PARK 9AM
MEET AT FOOD AND GOLF CONCESSION BUILDING

LINCOLN WOODS STATE PARK 10:30AM
MEET AT FOOD CONCESSION AT BEACH AREA

A DETAILED STATEMENT OF QUALIFICATIONS AND EXPERIENCE BASED ON THE OPERATION OF A FOOD/SUNDRY CONCESSION OR FROZEN BEVERAGE CONCESSION TO BE SUBMITTED WITH BID PACKAGE. BIDDER MUST PROVIDE PROOF OF EXPERIENCE IN THE OPERATION OF A FOOD/SUNDRY CONCESSION BUSINESS.

THREE [3] REFERENCE LETTERS OUTLYING CONCESSIONAIRE HISTORY RELATED TO THE OPERATION OF A FOOD/SUNDRY CONCESSION OR FROZEN SOFT BEVERAGE CONCESSION INCLUDING REFERENCE NAMES AND TELEPHONE CONTACT NUMBERS FOR FOLLOW-UP QUESTIONS TO BE SUBMITTED WITH BID PACKAGE.



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

BID SHEET-7521369

CONCESSION CONTRACTS FOR GODDARD PARK (FOOD AND GOLF AND ROVING SOFT FROZEN BEVERAGE) AND LINCOLN WOODS (FROZEN SOFT BEVERAGE CONCESSION)

TOTAL FOR 5 YEARS

- 1) **Goddard State Park: Food & Golf Concession**
(Minimum bid = \$14,000/per year x 5yrs = \$70,000) \$ _____

- 2) **Goddard State Park: Roving Soft Frozen Beverage Concession**
(Minimum bid = \$5,000.00/per year x 5yrs = \$25,000) \$ _____

- 3) **Lincoln Woods State Park: Frozen Soft Beverage Concession**
(Minimum bid = \$5,000.00/per year x 5yrs = \$25,000) \$ _____

Company Name _____

Address: _____

Name & Signature of Authorized Representative:

Date: _____

Terms and Conditions for

Goddard Memorial State Park Food and Golf Concession Operation

A Concessionaire is requested to operate *food and golf concessions* at **Goddard Memorial State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his/her authorized representative. The concession period is for **Five Years**, April 1st 2014 through November 30, 2018.

A **minimum bid of \$14,000.00 (PER YEAR)** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payments for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. [*In the last year of this contract the Capital Improvement Payment is due by May 31, 2018*] All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.

The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**

The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the golf course & beach are open. Concession hours for beach to be: [9 A.M. each day until six 6 PM & Golf: 7 A.M. each day until 7 P.M. The beach is open daily from approximately Memorial Day through Labor each year and Golf Course is open from April 1 through November 30 or the first snow of each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and six [6] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his/her authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the areas for business.

The concessionaire will be responsible for the operation of the concession area at the beach facility bathhouse and the Golf Course Clubhouse. The Golf Course shall provide a food concession and golf merchandise and services limited to the sale of golf balls, tees, gloves, clothes, clubs, shoes and other golf related supplies. In addition; Club rental, club storage and cleaning, golf lessons, rental of hand operated golf carts and gasoline golf carts. The items sold may be changed or added to by permission in writing from the Director of the Department of Environmental Management or his/her authorized representative.

Rental of Gas Carts: The minimum age limit of 21 years of age along with a valid driver's license to rent and drive the gas carts must be required by the concessionaire. If the motorized golf carts cause sufficient damage to the course and the judgment of the Division representative is that continued use of the motorized golf carts would cause further damage, then the Division has the right to terminate the use of the carts. In addition, the Park Management has the right to delay the use of carts on any operating day to prevent damage to the Golf Course due to inclement weather conditions. The concessionaire will strive to provide one [1] ADA accessible golf cart for rental to disabled patrons of the course as approved by the Division of Parks & Recreation during the extent of this contract. If an ADA accessible golf cart is unavailable for rental by the concessionaire and the State of Rhode Island has the capacity to supply one, the State of Rhode Island reserves the right to allow the use of the cart at no charge to disabled golfers or charge a fee comparable to

the concessionaires rates. The fees collected from this fee will be deposited with the golf round played revenue.

There is a separate concession contract that allows for a roving frozen soft beverage contract within Goddard State Park that is not affiliated with this contract.

The DEM Parks and Recreation representative has the right to close the golf course at any time if it is determined that playing conditions are unplayable due to weather.

The concessionaire and or his/her employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.

The Concessionaire and his/her employee [s] shall park their vehicles in the area designated by the Department representative.

The concessions with storage areas are located within the beach pavilion and the golf clubhouse. The concession business must be carried on from the areas in the building set aside for this purpose.

The Director of the Department of Environmental Management or his/her authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened. The concessionaire will strive to provide a healthy menu and selections of products that are conducive to the location.

Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.

Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.

The concessionaire will be responsible to maintain the concession area and immediate area surrounding the concession, along with any picnic tables that may be assigned specifically to the concession area in a spotless manner at all times throughout the day. Any containers, wrappers, etc. sold from the concession operation must be picked up at the expense of the concessionaire, whether the trash is left by patrons of the concession or other visitors to the location. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.

The concessionaire will be responsible to **provide trash barrels** at each concession location during the operation of the concession for waste generated from the concession operation or nearby its location. The trash barrels must be emptied on a regular basis during the day and not left full during busy times. The refuse generated from the concession operation shall be **removed from State Property on a daily basis** or placed in a dumpster that is to be supplied by the concessionaire. The Division of Parks and Recreation and its staff is not obligated to remove trash generated by the concessionaire and does not have the means to provide this service. The concessionaire must enter into a contract that has weekly removal of the trash. The Department of Environmental Management representative will provide the location for the dumpster that is within a reasonable location to the business operation.

The Division of Parks and Recreation takes pride in its beautiful locations, providing a clean and enjoyable environment for our visitors will only entice future visits which will benefit the State and the concessionaire together.

The concessionaire is responsible to adhere to all laws, rules and regulations that apply to operating a business in the State of Rhode Island, and the business of handling and dispensing of food, and also must comply with all state and federal taxes. Any and all documents required to operate a food business must be clearly displayed in the concession area or provided to the Department of Environmental Management representative upon request.

The State of Rhode Island, Department of Environmental Management at any time could institute new fees or increase fees that are charged to the public for parking fees, picnic fees or golf course greens fees. No adjustment in the concessionaire's initial bid amount will be made for reduction in sales that may be affected by this increase.

The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his/her representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.

The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his/her authorized representative, together with that of the Division of Purchases.

The Department of Environmental Management, Division of Parks and Recreation reserve the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.

The Director of the Department of Environmental Management or his/her authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his/her authorized representative, upon giving five days written notice to the concessionaire.

The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured with an endorsement included.*** All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.

The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive**

rights to vending services during special events. The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other venter services to participate in the special event.

Vending Machines will not be allowed within this contract.

The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.

The concession areas have been supplied with a cooking hood, ansul system and three bay sink. The concessionaire will be required to maintain the hood, ansul system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansul system and hood on an annual basis.

The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.

The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and vacated at all other times.

In the event the concessionaire desires to make any alterations to the existing electric circuitry, plumbing system or any wall, ceiling and floor repairs/improvements, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his/her representative for approval before any work is performed. The Director of the Department of Environmental Management or his/her authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.

The concessionaire must supply his/her own electricity and gas. The State of Rhode Island provides water as part of this contract within a reasonable use, overuse for commercial use other than normal concession business will require separate metering.

Fire extinguishers have been provided in the building. Any extinguishers required by the building code will be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.

The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his/her authorized representative.

END FOR GODDARD MEMORIAL STATE PARK FOOD AND GOLF CONCESSION OPERATIONS

Terms and Conditions for

Goddard State Park "Roving Frozen Soft Beverage" Concession Operation

A Concessionaire is requested to operate *a roving frozen soft beverage concession* at **Goddard State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his/her authorized representative. This concession is for self-contained vehicles or vendor carts only; no utilities will be supplied by the State of Rhode Island. The concession period is for (5) **Five Years**, May 1st 2014 through October 31, 2018.

Food and other beverages are **NOT ALLOWED** to be sold as a part of this concession contract. A separate food and beverage concession contract is being solicited and will be awarded for the same term of this contract.

A **minimum bid of \$5,000.00 (PER YEAR)** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. [*In the last year of this contract the Capital Improvement Payment is due by May 31, 2018*]. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.

The concession vehicles or carts shall be open for the sole purpose of dispensing frozen soft beverages only during the hours and dates specified within this contract and must be closed and removed from State Property at all other times. There is no storage allowed on site for any materials related to the operation of this business.

The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract**.

The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the park is open from May 1st through October 31. Concession hours to be no earlier than dawn and no later than dusk each day. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and six [6] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his/her authorized representative.

The concessionaire and or his/her employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.

The Concessionaire and his/her employee [s] shall park their vehicles in the area designated by the Department representative.

The approved exact parking/stopping locations of the motorized roving concessions or vendor carts will be outlined at the pre-bid conference prior to bidding. The roving concession shall be limited to three [3] vehicles or carts only. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management.

The Director of the Department of Environmental Management or his/her authorized representative must approve the quality of the beverage, prices, what is sold and any other factor affecting the public interest before the concession is opened.

Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.

The frozen soft beverages will be dispensed only in paper cups, no glass containers will be allowed in order to eliminate the danger of broken bottles.

The concessionaire will be responsible to maintain the concession area and immediate area surrounding the concession, along with any picnic tables that may be assigned specifically to the concession area in a spotless manner at all times throughout the day. Any containers, wrappers, etc. sold from the concession operation must be picked up at the expense of the concessionaire; whether the trash is left by patrons of the concession or other visitors to the location. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.

The concessionaire will be responsible to **provide trash barrels** at each concession location during the operation of the concession for waste generated from the concession operation or nearby its location. The trash barrels must be emptied on a regular basis during the day and not left full during busy times. The refuse generated from the concession operation shall be **removed from State Property on a daily basis** or placed in a dumpster that is to be supplied by the concessionaire. The Division of Parks and Recreation and its staff is not obligated to remove trash generated by the concessionaire and does not have the means to provide this service. The concessionaire must enter into a contract that has weekly removal of the trash. The Department of Environmental Management representative will provide the location for the dumpster that is within a reasonable location to the business operation.

The Division of Parks and Recreation takes pride in its beautiful locations, providing a clean and enjoyable environment for our visitors will only entice future visits which will benefit the State and the concessionaire together.

The concessionaire is responsible to adhere to all laws, rules and regulations that apply to operating a business in the State of Rhode Island, and the business of handling and dispensing of food, and also must comply with all state and federal taxes. Any and all documents required to operate a food business must be clearly displayed in the concession area or provided to the Department of Environmental Management representative upon request.

The State of Rhode Island, Department of Environmental Management at any time could institute new fees or increase fees that are charged to the public for parking fees, picnic fees or golf course greens fees. No adjustment in the concessionaire's initial bid amount will be made for reduction in sales that may be affected by this increase.

The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his/her representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.

The Department of Environmental Management, Division of Parks and Recreation reserve the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.

The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his/her authorized representative, together with that of the Division of Purchases.

The Director of the Department of Environmental Management or his/her authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his/her authorized representative, upon giving five days written notice to the concessionaire.

The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured with an endorsement included**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.

The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.

Vending Machines will not be allowed within this contract.

The concession vehicles or carts shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and removed from State Property at all other times.

The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his/her authorized representative.

END FOR GODDARD STATE PARK "ROVING FROZEN SOFT BEVERAGE" CONCESSION

Terms and Conditions for

Lincoln Woods State Park "Frozen Soft Beverage" Concession Operation

A Concessionaire is requested to operate *a frozen soft beverage concession* at **Lincoln Woods State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his/her authorized representative. This **IS NOT** a roving frozen beverage concession, the concessionaire will only be allowed to stay stationary at the two locations determined by the Division of Parks and Recreation. This concession is for self-contained vehicles or vendor carts only; no utilities will be supplied by the State of Rhode Island. The concession period is for (5) **Five Years**, May 1st 2014 through October 31, 2018.

Food and other beverages are **NOT ALLOWED** to be sold as a part of this concession contract. A separate food and beverage concession contract is being solicited and will be awarded for the same term of this contract.

A **minimum bid of \$5,000.00 (PER YEAR)** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capital improvement payments each year.* The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. [*In the last year of this contract the Capital Improvement Payment is due by May 31, 2018*]. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.

The concession vehicles or carts shall be open for the sole purpose of dispensing frozen soft beverages only during the hours and dates specified within this contract and must be closed and removed from State Property at all other times. There is no storage allowed on site for any materials related to the operation of this business.

The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract**.

The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the park is open from May 1st through October 31. Concession hours to be no earlier than dawn and no later than dusk each day. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and six [6] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his/her authorized representative.

The concessionaire and or his/her employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.

The Concessionaire and his/her employee [s] shall park their vehicles in the area designated by the Department representative.

The approved exact parking/stopping locations of the self-contained vehicle or vendor carts will be outlined at the pre-bid conference prior to bidding. The concession shall be limited to two [2] vehicles or carts only. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management.

The Director of the Department of Environmental Management or his/her authorized representative must approve the quality of the beverage, what is sold and any other factor affecting the public interest before the concession is opened.

Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.

The frozen soft beverages will be dispensed only in paper cups, no glass containers will be allowed in order to eliminate the danger of broken bottles.

The concessionaire will be responsible to maintain the concession area and immediate area surrounding the concession, along with any picnic tables that may be assigned specifically to the concession area in a spotless manner at all times throughout the day. Any containers, wrappers, etc. sold from the concession operation must be picked up at the expense of the concessionaire, whether the trash is left by patrons of the concession or other visitors to the location. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.

The concessionaire will be responsible to **provide trash barrels** at each concession location during the operation of the concession for waste generated from the concession operation or nearby its location. The trash barrels must be emptied on a regular basis during the day and not left full during busy times. The refuse generated from the concession operation shall be **removed from State Property on a daily basis** or placed in a dumpster that is to be supplied by the concessionaire. The Division of Parks and Recreation and its staff is not obligated to remove trash generated by the concessionaire and does not have the means to provide this service. The concessionaire must enter into a contract that has weekly removal of the trash. The Department of Environmental Management representative will provide the location for the dumpster that is within a reasonable location to the business operation.

The Division of Parks and Recreation takes pride in its beautiful locations, providing a clean and enjoyable environment for our visitors will only entice future visits which will benefit the State and the concessionaire together.

The concessionaire is responsible to adhere to all laws, rules and regulations that apply to operating a business in the State of Rhode Island, and the business of handling and dispensing of food, and also must comply with all state and federal taxes. Any and all documents required to operate a food business must be clearly displayed in the concession area or provided to the Department of Environmental Management representative upon request.

The State of Rhode Island, Department of Environmental Management at any time could institute new fees or increase fees that are charged to the public for parking fees, picnic fees or golf course greens fees. No adjustment in the concessionaire's initial bid amount will be made for reduction in sales that may be affected by this increase.

The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his/her representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.

The Department of Environmental Management, Division of Parks and Recreation reserve the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.

The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his/her authorized representative, together with that of the Division of Purchases.

The Director of the Department of Environmental Management or his/her authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his/her authorized representative, upon giving five days written notice to the concessionaire.

The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured with an endorsement included**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.

The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vendor services to participate in the special event.

Vending Machines will not be allowed within this contract.

The concession vehicles or carts shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and removed from State Property at all other times.

The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his/her authorized representative.

END FOR LINCOLN WOODS STATE PARK "FROZEN SOFT BEVERAGE" CONCESSION

REQUEST FOR QUOTE #7521369

AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

DELIVERY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

LICENSE

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

INSURANCE

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE

ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

VENDOR SPEC

ALL VENDORS MUST INCLUDE SPECIFICATIONS WITH BID PROPOSAL (EVEN THOSE BIDDING BRAND SPECIFIED). FAILURE TO SUBMIT SPECIFICATIONS WITH BID PROPOSAL MAY RESULT IN DISQUALIFICATION OF BID. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.

RIVIP

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK AND DOWNLOAD ANY AND ALL ADDENDA FROM RIVIP. THIS OFFER MAY NOT BE CONSIDERED UNLESS A SIGNED RIVIP GENERATED BIDDER CERTIFICATION COVER FORM IS ATTACHED AND THE UNIT PRICE COLUMN IS COMPLETE. THE SIGNED CERTIFICATION COVER FORM MUST BE ATTACHED TO THE FRONT OF THE OFFER. WHEN DELIVERING OFFERS IN PERSON TO ONE CAPITOL HILL, VENDORS ARE ADVISED TO ALLOW AT LEAST ONE HOUR ADDITIONAL TIME FOR CLEARANCE THROUGH SECURITY CHECKPOINTS.

THIS OFFER MAY NOT BE CONSIDERED UNLESS BIDDER CERTIFICATION COVER FORM IS ATTACHED AND THE UNIT PRICE COLUMN IS COMPLETED. THE SIGNED CERTIFICATION COVER FORM MUST BE ATTACHED TO THE FRONT OF THE OFFER. WHEN DELIVERED OFFERS ON PERSON TO ONE CAPITOL HILL, VENDORS ARE ADVISED TO ALLOW AT LEAST ONE HOUR ADDITIONAL TIME FOR CLEARANCE THROUGH SECURITY CHECKPOINTS.

NOTE: IF THIS COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: *PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSION) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. *BUILDER'S RISK INSURANCE – COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. *SCHOOL BUSING – AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. *VESSEL OPERATION – (MARINE OR AIRCRAFT) – PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.