Solicitation Information
December 29, 2014

RFP#7549232

TITLE: RI STATE BEACH PARKING MANAGEMENT SERVICES

SUBMISSION DEADLINE: January 28, 2015, 11:00 AM ET

PRE-BID/ PROPOSAL CONFERENCE: YES

MANDATORY: YES

DATE: January 7, 2015, 9:00 AM ET

STARTING LOCATION: Misquamicut State Beach, 257 Atlantic Avenue, Westerly, RI

Questions concerning this solicitation must be received by the Division of Purchases at DOA.PurQuestions2@purchasing.ri.gov no later than **January 13, 2015 at 4:00 P.M. ET.** Questions should be submitted in a *Microsoft Word attachment.* Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY REQUIRED: NO
BOND REQUIRED: YES

George Welly
Interdepartmental Project Manager

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:
Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

REQUEST FOR PROPOSAL
RI STATE BEACH PARKING MANAGEMENT SERVICES

STATE OF RHODE ISLAND
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
DIVISION OF PARKS AND RECREATION

SECTION 1. INTRODUCTION

A. The Rhode Island Department of Environmental Management ("DEPARTMENT"), by and through its Division of Parks and Recreation ("DIVISION") on behalf of the State of Rhode Island ("STATE")requests proposals from qualified vendors to operate and manage the parking facilities at all Rhode Island State Beaches ("BEACHES").

B. This RFP does not commit the DIVISION to award a contract. No other party, including any VENDOR, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the DIVISION, do not meet the requirements listed in this RFP will not be reviewed. Any response to this RFP will become the property of the DIVISION and will be considered public record as defined in Title 38, Chapter 2 of the Rhode Island General Laws. The DIVISION is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

C. The DIVISION reserves the right to award contracts on the basis of proposals submitted or to negotiate with selected VENDOR for modification of the selected proposals, which may include alternate concepts. By submitting a proposal, the selected VENDOR agrees to be legally bound if the DIVISION accepts the proposal.

D. The operation and management agreement "AGREEMENT" to provide parking management services shall be for a single term of four (4) years, with no extensions, which shall commence on April 1, 2015 and end on September 30, 2018. The Agreement shall be subject to approval by the State Properties Committee.

E. RFP #7549232 is not a Disk-Based Solicitation

SECTION 2. INSTRUCTIONS AND NOTIFICATIONS TO OFFERERS

A. Offerors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

B. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as non-responsive.

C. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification, of its content shall be borne by the offeror. The State assumes no responsibility for these costs.

D. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

E. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

F. Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.

G. It is intended that an award pursuant to this Request for Proposals will be made to prime contractor(s) who will assume responsibility for all aspects of the work. Joint ventures shall be considered, so long as the contractor's duties and responsibilities are clearly articulated in such form as acceptable to the State. Subcontractors are permitted, provided their use is clearly indicated in the offeror proposal and the subcontractor(s) to be used are identified in the proposal.

H. All proposals should include the vendor's FEIN or Social Security number as evidenced by a Form W-9, downloadable from the Division's website at www.purchasing.ri.gov.

I. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401) 222-3040. *This is a requirement only of the successful vendor(s).*

J. Bidders are advised that all materials submitted to the State for consideration in response to this Request may be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request, once an award has been made.

K. This is a Request for Proposal (RFP), not an Invitation for Bid. In addition to price, responses will be evaluated based on a variety of criteria including, but not limited to, cost and qualifications.

L. There will be no public opening and reading of responses received pursuant to this RFP, other than to name those vendors who have submitted responses.

M. The State has a goal of ten percent (10%) participation by MBE's in all State procurements. For further information, visit the website www.mbe.ri.gov. To speak with an MBE officer, call (401) 574-8253.

N. Interested parties are instructed to peruse the Division of Purchases' website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.

SECTION 3. EQUAL EMPLOYMENT OPPORTUNITY (RIGL 28-5.1)

A. **§ 28-5.1-1 Declaration of policy. –** (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090.

SECTION 4. INSURANCE REQUIREMENTS

A. **The Vendor selected for contract award shall procure and maintain at its own expense all insurance required in form and terms acceptable to the State for the duration of the contract or as otherwise specified**. The Vendor shall provide the State with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified. All certificates and endorsements shall reference this solicitation.

1. **Commercial General Liability Insurance**: Commercial General Liability Insurance covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage shall be written on an occurrence basis and shall extend to an agent, independent contractor, temporary worker

and a leased worker. A combined single limit of $1,000,000 per occurrence and aggregate is required.

2. **Auto Liability Insurance:** Auto Liability Insurance covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of $1,000,000 will be obtained.

3. **Workers Compensation:** Workers Compensation coverage in compliance with the workers' compensation laws of the State. Coverage shall include Employers Liability Insurance with minimum limits of $500,000 each accident, $500,000 disease or policy limit, $500,000 each employee.

4. **Alternative Employer Endorsement** shall be required for both the workers compensation and employers liability policy.

5. **Professional Liability Insurance:** Coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. Contractor shall obtain Professional Liability Insurance with minimum limits of $1,000,000 per occurrence and aggregate.

6. The State shall be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this agreement shall not be limited by the insurance required in this section or in any way limit the Contractor's liability.

7. The Commercial General Liability Insurance, Auto Liability Insurance and the Professional Liability Insurance shall include the State, agencies, officers and employees as Additional Insureds but only with respect to the Contractor's activities under the contract.

8. The insurance required through a policy or endorsement shall include:

    a. A waiver of subrogation waving any right to recovery the insurance company may have against the State, it agencies, officers and employees.

    b. A provision that Contractor's insurance coverage shall be primary to any insurance, self-insurance or self-insured retention maintained by the State, its agencies, officers and employees. Any insurance, self- insurance or self- insured retention maintained by the State, its agencies, officers and employees shall be in excess of the Contractor's insurance and shall not contribute.

    c. There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the Contractor or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing

Agent. Any failure to comply with the reporting provisions of this clause shall be grounds for immediate termination of this contract.

d. Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the Purchasing Agent.

e. The Contractor shall pay all deductibles, self-insured retentions and/or self-insurance included hereunder.

f. The Contractor shall disclose to the State the amount of any deductible, self-insured retention and/or self-insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.

g. The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

SECTION 5. RESPONSES TO SOLICITATION

A. Offerors are directed to submit proposals as a paper document, together with a copy on an electronic computer disk, in sealed and marked envelopes.

B. Proposals misdirected to other agencies or locations or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause shall be determined to be late and shall not be accepted for consideration. The "Official" time clock is in the reception area of the Division of Purchases. Postmarks shall not be considered proof of timely submission. Please be advised that FedEx/UPS do not always arrive on time, so Offerors should plan accordingly.

C. The Division of Purchases reserves the right to make an award (s) or to reject any or all proposals based on what it considers to be in the State's best interest.

D. Questions concerning this solicitation may be e-mailed to the Division of Purchases at DOA.PurQuestions2@purchasing.ri.gov no later than the date and time indicated on page one (1) of this solicitation. Please reference the RFP # in the subject of all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other

contact with State agencies or personnel regarding the RFP is permitted unless authorized in writing by the Division of Purchases.

SECTION 6. NOTICE TO VENDORS

A. In accordance with R. I. Gen. Laws § 37-2-54(c), "[n]o purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of Administration} or made under general regulations which the chief purchasing officer may prescribe."

B. Moreover, the Division of Purchases' Procurement Regulations provide, in pertinent part, as follows:

1. § 8.7.1 All agreements and changes to scope of work, price, or other terms shall be incorporated into purchase orders via "change order" documents incorporating contract amendments.
2. § 8.7.2 Change Orders issued by the Office of Purchases shall be the only binding documents which may create a change in a purchase order.
3. § 8.7.3 Personnel shall not commit the state to technical/contractual changes to purchase without first securing all necessary approvals.
4. § 8.2.1.1.2 Any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

SECTION 7. PROPOSAL SUBMISSION

A. Proposals should be mailed or hand-delivered by the submission deadline in a sealed envelope marked "RFP 7549232" addressed to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

B. Offerors must submit proposals in response to this solicitation on or before the date and time listed on page one (1) of this solicitation. Proposals submitted after the stated date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

SECTION 8. RESPONSE CONTENTS

A. Responses must include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.

2. One only completed and signed W-9 Form downloaded from the RI Division of Purchases at http://www.purchasing.ri.gov/bidinfo/geninfo/standard.aspx, or accessed by clicking on Bidding Information, then General Information and then Standard Forms.

3. **In a sealed envelope, marked Technical Proposal, RFP 7549232, an original and five (5) copies of the Technical Proposal** as described in Chapter 3, and Section 4.2, above.

4. **In a separate sealed envelope, clearly marked Cost Proposal, RFP 7549232, an original and four copies of a separate, signed and sealed Management Fee Proposal**, **reproduced on Attachment A below**, clearly marked "Cost Proposal." Attachment A **shall not be included** in the Technical Proposal.

5. In addition to the multiple paper copies of proposals required, Offerors must submit one (1) copy of the technical proposal only in **electronic format** (**USB Flash Drive, CD-ROM, or disc**). PDF format is preferable. The electronic copy must be placed with the proposal marked as the "original". Do not include IRS Form W-9 in the electronic copy.

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B. EVALUATION PROCESS

1. Proposals must be submitted to Division of Purchasing and must completely address all of the requirements contained in this RFP in order to be deemed responsive.

2. Proposals that fail to address all of the requirements contained in this RFP shall be deemed non-responsive and shall be rejected without further evaluation.

3. Proposals will be reviewed and scored by a Technical Review Committee comprised of staff from state agencies according to the following criteria. The State of Rhode Island reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

4. Qualified proposals will be evaluated according to the following criteria:

Criteria	**Evaluators Score**	**Maximum Possible Points**	**Maximum Possible Points for Section**
Section A. **Capability, Capacity and Qualifications of the vendor**			**60**
1. Relevant experience and qualifications		**10**	
2. The ability to respond to and meet the guidelines and conditions set forth, and the ability to meet project deadlines and timetables.		**10**	
3. Demonstrated capacity, facilities and organizational structure to perform the type of services sought		**10**	
4. Overall plan on the procedures to collect revenue, provide parking in a timely manner in a restricted environment		**20**	
5. Qualifications and experience of the vendor's key personnel including financial management, operational and practical experience.		**10**	
Section B. Revenue Proposal			**40**
1. Four (4) year management fee proposal based on the criteria set forth in the solicitation which offers the State the highest income during the term of the contract. Calculated as (this fee proposal) divided by (highest responsive fee proposal) times 40 points]		**40**	
GRAND TOTAL POSSIBLE POINTS		**100**	**100**

Points will be assigned based on the offeror's clear demonstration of the ability to complete the work, meet budget and project schedule timelines, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects. Applicants may be required to submit additional written information or be asked to make an oral presentation before the Technical Review Committee to clarify statements made in their proposal. The review team will present written findings, including the results of all evaluations, to the State Purchasing Agent or designee, who will make the final selection for this solicitation. After evaluation of technical proposals have been completed and certified, management fee proposals will be unsealed, and assigned up to a maximum of 40 points in that category, bringing the potential maximum score to 100 points. When a final decision has been made and a contract awarded, a notice will be posted on the Rhode Island Division of Purchases web site.

SECTION 9. SECTION 3. INFORMATION REQUIRED FOR PROPOSAL SUBMISSION

A. BUSINESS SUMMARY

1. Name, address, telephone number, fax number and email address of firm.
2. Name, address, telephone number and email address of the individual(s) with the authority to negotiate and contractually bind the company.
3. State the name of the firm, under which it is incorporated and/or doing business. Also, include the number and qualifications and experience of staff to be employed under the AGREEMENT.
4. Provide a narrative of the history of your firm, including date of inception, scope of business activity, experience with related business ventures and your knowledge and experience pertaining to Rhode Island State law and regulations regarding operation and management of parking facilities. A minimum of three (3) years' experience is required.
5. Provide an operations and management plan to address the following subjects:
    a. Staffing information; including position descriptions, work schedules, total amount of staff assigned and seasonal schedules for each FACILITY.
    b. Timeline and schedule for setting up operations at the FACILITIES.
    c. Equipment you will provide for the operation and management of the FACILITIES.
6. Within the last five (5) years has your organization, its officers, partners, employees, shareholders or principals been a party in any litigation or other legal proceedings as a defendant relating to

the services provided by your entity? If so, provide an explanation and indicate the current status or disposition of any such situation.

7. State whether the firm, its officers, partners, principals, agents or employees, that are expected to perform services under this RFP, have been disciplined, admonished, warned, have been convicted of any criminal or unlawful activity, other than a misdemeanor or had any license, registration, charter, certification or any similar authorization to engage in parking concession operations, revoked or suspended.

8. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years? As of the date of the proposal, is the firm, its officers, partners, principles, agents or employees, in arrears to the STATE for any debts whatsoever If so, please explain current status.

9. Please identify any conflicts or potential conflicts of interest that your firm may have in providing concession services at a state facility.

10. State whether the firm, its officers, partners, principals, agents or employees, that are expected to perform services under this RFP, have within the last five (5) years, been awarded a contract by the STATE. If yes, please explain current status.

11. Provide a minimum of three (3) references which can attest to the Vendor's experience in successfully operating and managing a public access parking facility.

B. BACKGROUND ON THE FACILITIES

1. The annual gross revenue and estimated vehicle count for the FACILITIES during the last five (5) years is as follows:

Year	**Vehicle Count**	**Gross Revenue**
2010	236,316	2,777,480.43
2011	278,122	3,321,683.90
2012	326,320	$4,021,261.75
2013	278,831	$3,671,427.96

ATTACHMENT A
Management Fee Proposal, RFP 7549232

VENDOR NAME: _____

The VENDOR proposes an annual MANAGEMENT FEE as total compensation for operating and managing the FACILITIES on behalf of the DIVISION as follows:

Year	**Management Fee to be Paid to the State of Rhode Island by the Vendor , in dollars**
2015	
2016	
2017	
2018	
Four Year Total	

Signature: _____ Date:_____

Name and Title of Authorized Signature:_____

SECTION 10. PAYMENTS

A. SCHEDULE

1. The VENDOR shall wire transfer all gross revenues to the STATE while retaining a percentage of the agreed upon annual MANAGEMENT FEE, per the payment schedules listed in the following Exhibits:

   a. Exhibit D for year 2015

   b. Exhibit E for year 2016

   c. Exhibit F for year 2017

   d. Exhibit G for year 2018

B. GROSS REVENUE

1. GROSS REVENUE is defined as all revenue generated by the VENDOR from doing business under the AGREEMENT including, but not limited to, the total amount collected for daily parking, season passes and gift certificates.

2. The VENDOR shall not reduce or increase the amount of GROSS REVENUE as a result of any of the following, including but not limited to:

   a. Any error in cash handling by VENDOR or VENDOR's employees or agents.

C. The VENDOR shall be responsible for all costs associated with the submission of wire transfer payments.

SECTION 11. PARKING FEES

A. PARKING FEE ADOPTION

1. Parking rates ("RATES") listed in EXHIBIT C were adopted pursuant to Chapters 42-17.1-9.1 and 42-35 of the Rhode Island General Law of 1956, as amended. The RATES must be adhered to with no exceptions unless listed herein. The STATE reserves the right to modify the RATES as necessary by calendar year or by fiscal year throughout the term of the AGREEMENT. The fiscal year for the STATE is July 1st through June 30th.

B. PARKING FEE COLLECTION RULES

1. Determination of resident and non-resident vehicle FEES shall be based solely upon the state of vehicle registration.

a. Exception: Military personnel stationed in STATE who provide attendant with military orders or military duty papers.

2. No FEE shall be charged to a Disabled Patron/Veteran or to an automobile transporting a Disabled Patron/Veteran, who provides attendant a current Disability Identification card obtained at the DIVISION's Headquarters.

   a. A Disabled Patron/Veteran shall be allowed a one (1) time exception to enter the FACILITY without a Disability ID if the Disabled Patron/Veteran provides parking attendant with proof a disability. The DIVISION shall provide the VENDOR with a sample of acceptable proof.

   b. A Handicapped Placard is not sufficient proof of a disability for entry.

3. No FEE shall be charged to any person who is eligible to participate in the RI Pharmaceutical Assistance Program. The cardholder must present a RIPAE card #8018 and must be present in the vehicle.

   a. RIPAE card #8019 and #8020 are not eligible

4. No FEE shall be charged to patrons who enter the FACILITIES by means of walking, bicycle or those patrons who do not park a motor vehicle at the FACILITIES.

5. No FEE shall be charged for re-entry on the same day the parking fee is paid.

   a. Fees are non-transferable and re-entry is only allowed at the FACILITY stated on the receipt.

      i. EXCEPTION: See Section 12 (E.5)

   b. Patrons must have their receipt signed by a VENDOR supervisor and/or a DIVISION manager upon exiting for no charge re-entry.

6. No FEE shall be charged for access to the exit gate if a patron decides at the entrance booth not to park.

7. No FEE shall be charged to DIVISION employees, food concession employees, state vehicles, police vehicles, delivery vehicles, public utility company, or vehicles driven by water sample collection lab employees, or any person with a legitimate on-site work related purpose..

   a. FEES shall be charged for any of the above employees/vehicles when parking at any FACILITY for personal or non-work related reasons.

8. No FEE shall be charged to any vehicle transporting an individual for lifeguard certifications testing at any FACILITY listed in EXHIBIT A. The DIVISION shall notify the VENDOR, in writing, of the scheduled lifeguard testing date.

9. No FEE shall be charged at any FACILTY on Governor's Bay Day, normally held on the last Sunday of July. The DIVISION shall confirm this date in writing to VENDOR on an annual basis.

10. No FEE shall be charged at Salty Brine State Beach during the annual Blessing of the Fleet, normally held on the last Saturday morning of July. The DIVISION shall confirm this date in writing to VENDOR on an annual basis.

    a. The FACILITY shall be available later in the day for the collection of parking fees.

    b. The DIVISION shall communicate to the VENDOR the start time for the collection of parking fees.

    c. The VENDOR shall not collect parking fees until they receive the above notification from the DIVISION.

SECTION 12. OPERATING RESPONSIBILITIES

A. HIRING PREFERENCE

1. RHODE ISLAND residents shall be given priority in the hiring process for FACILITY staff positions.

2. The VENDOR shall conduct annual pre-season job fairs in Rhode Island in order to develop a pool of potential candidates to fill FACILITY staff positions.

B. PERSONNEL

1. The VENDOR shall be responsible for hiring necessary personnel to conduct the operation of the FACILITIES. The VENDOR shall comply with all federal, state and local laws related to minimum wage, social security, non-discrimination, unemployment compensation and workers' compensation.

2. VENDOR employees shall be neat in appearance and appropriately attired with uniforms, name badges or other suitable means of identification.

3. The VENDOR shall prohibit smoking by its employees at all FACILITIES.

4. In accordance with Executive Order No. 91-14, employees of the VENDOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol.

C. CUSTOMER SERVICE

1. VENDOR employees will be the first contact public patrons encounter when visiting STATE beaches and represent not only the VENDOR, but also the DIVISION. Therefore, the VENDOR shall ensure that all employees refrain from offensive and inappropriate conduct or language and that they treat all patrons professionally, equally and courteously

   a. VENDOR employees shall greet all patrons with a friendly acknowledgment of "Welcome to [insert state name of state beach]."

   b. VENDOR employees shall not engage in ball playing, Frisbee throwing, or any other action or conduct which would appear unprofessional.

2. Any time a complaint is filed by a patron, the VENDOR or the VENDOR's employees shall:

   a. Apologize to the patron sincerely and clearly.

   b. If corrective action cannot be taken immediately, then advise the patron what action will be taken and how that action will address the complaint.

   c. Follow-up with the patron to ensure the complaint was handled satisfactorily.

   d. Refund parking fee, if applicable.

   e. All complaints and corrective actions shall be documented and submitted to the DIVISION on a weekly basis.

3. The VENDOR shall provide continuing training and evaluation of all employees assigned to the VENDOR's business operations under the signed AGREEMENT to ensure an appropriate level of proficiency, a public service attitude and a good understanding and use of the principles of hospitality.

D. STAFFING RESPONSIBILITIES

1. The VENDOR shall employ sufficient staff to meet the operational needs and demands of the DIVISION and of the patrons during all required hours of operation at all FACILITIES listed in EXHIBIT A, including days when No Fee is charged for entry (e.g. Governor's Bay Day).

2. Staffing responsibilities includes, but is not limited to:

   a. Staffing all entrance booths at all FACILITIES

   b. Directing patrons to a parking space to confirm that the vehicle is appropriately parked within the designated parking lines. The FACILITIES must be managed to ensure maximum parking at all times, including, but not limited to, periods of peak demand.

c. Providing patrons with a Carry In/Carry Out bag. The bags shall be supplied by the DIVISION.

3. Charlestown Breachway and East Beach are also STATE campgrounds. The VENDOR's employees shall be responsible for confirming that a valid camping permit is submitted by the camper before entry is allowed.

E. HOURS/DAYS OF OPERATION

1. The VENDOR shall be responsible for FEE collection at all FACILITIES from approximately Memorial Day through Labor Day, Hours of operation shall be Monday through Friday 9:00 a.m. to 4:00 p.m. and 8:30 a.m. until 4:00 p.m. on holidays and weekends.

   a. The DIVISION and VENDOR shall coordinate the opening of the FACILITIES for the collection of fees before the listed opening times when weather conditions are likely to increase visitation and vehicular traffic.

   b. The DIVISION and the VENDOR shall coordinate the opening of a FACILITY for the collection of fees before the listed opening times when a special event is scheduled.

   c. Exception: Salty Brine State Beach shall be open during the hours of 8:00 a.m. to 4:00 p.m. for fee collection Monday through Sunday.

   d. Exception: Scarborough South State Beach shall open on June 14th, with no pre-season opening dates. Hours of operation shall be Monday through Friday 9:00 a.m. to 4:00 p.m. and 8:00 a.m. until 4:00 p.m. on weekends.

2. The VENDOR shall open select FACILITES weekends only during the month of May. The DIVISION shall provide the VENDOR thirty (30) days written notice of the FACILITES selected to open and opening dates.

3. Any deviation from these hours by VENDOR must be pre-approved in writing by the DIVISION.

4. The DIVISION shall be the sole authority to determine whether or not an area will be closed due to inclement weather or other unforeseen events.

5. The DIVISION and the Rhode Island Department of Health shall determine whether an area will be closed due to water quality.

   a. Receipts from a closed FACILITY shall be honored by VENDOR for the same day at any STATE beach FACILITY.

F. PARKING FACILITIES

1. The FACILITIES subject to the AGREEMENT are listed in EXHIBIT A.

2. The VENDOR shall be responsible for the costs associated with relining the parking spaces at the FACILITIES listed in EXHIBIT A on an annual basis during the term of the AGREEMENT.

   a. Parking space dimensions shall be established by the DIVISION.

3. The DIVISION retains the sole and exclusive right to change both the inventory of parking spaces and the characteristics of those spaces.

4. The VENDOR shall not use or allow the FACILITIES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules and regulations at any time, including, but not limited to ordinances, rules and regulations which relate to sanitation, public health and safety.

5. The FACILITIES and the space occupied by the VENDOR may be inspected at any time during the operating hours by the DIVISION or by any other state, county or municipal officer or agency having authority or jurisdiction for inspection of such operations. The VENDOR shall immediately undertake the correction of any deficiency cited by such inspections.

6. Personal property of the VENDOR's officers, employees, agents or acquaintances shall not be stored at the FACILITIES.

G. EQUIPMENT PROCUREMENT

1. The VENDOR shall be responsible for all costs incurred in providing the necessary revenue control equipment required for the collection of parking FEES at the FACILITIES for the term of the AGREEMENT. Such revenue control equipment includes, but not limited to:

   a. Fee Computers

   b. Cash Drawers

   c. Fee Displays

   d. Receipt Printers

   e. Receipt Paper

   f. Credit Card Swipe Machines

   g. Software for Data Reporting

2. The VENDOR shall be responsible for updating the revenue control equipment and software to allow for additional payment options as advances in technology expand (e.g. payment by smartphone).

H. SOFTWARE

1. The VENDOR shall be responsible for providing software capable of real time internet based access to the following reports throughout the term of the AGREEMENT:

   a. GROSS REVENUE for daily parking by FACILITY and by fee category, i.e. resident, non-resident, senior resident, senior non-resident, bus.

   b. GROSS REVENUE for season pass sales by FACILITY and by fee category, i.e. resident, non-resident, senior resident, senior non-resident, bus.

   c. GROSS REVENUE for gift certificates redeemed by FACILITY and by fee category, i.e. resident, non-resident, senior resident, senior non-resident.

   d. ATTENDANCE TRACKING for non-cash transactions, i.e. RIPAE, Disability ID, Department employees, Division employees, food concessions employees, state vehicles, police vehicles, deliveries, utility vehicles, turn around/no entry etc.

   e. ATTENDANCE TRACKING for entry by season pass by FACILITY and by fee category, i.e. resident, non-resident, senior resident, senior non-resident, bus.

2. The above reports shall be site and date specific and able to be downloaded in a readable format.

I. MAINTENANCE OF ENTRANCE BOOTHS AND EQUIPMENT

1. The VENDOR shall be responsible for all costs incurred in providing ongoing routine maintenance and repairs to the entrance booths at the FACILITIES listed in EXHIBIT A, unless otherwise provided for in the AGREEMENT. Such maintenance includes, but is not limited to:

   a. Roof repairs or replacement

   b. Window repairs or replacement.

   c. Sliding Door Repairs or replacement

2. The VENDOR shall be responsible for all costs incurred in maintaining and cleaning the entrance booths and the surrounding area on a daily basis.

3. The VENDOR shall be responsible for all costs incurred to maintain, repair or replace gate boxes and gate arms at the FACILITIES.

4. The DIVISION shall be responsible for all costs incurred in repairing or replacing the entrance booths, gate boxes and gate arms ONLY in the event of a major NOAA "named" weather disaster.

J. UTILITIES/TELECOMMUNICATIONS

1. The DIVISION shall be responsible for the cost of electricity at all FACILITIES.
2. The VENDOR shall be responsible for the costs associated in providing internet (telecom) service to all FACILITIES for fee collection purposes.
    a. Internet is only required during the operating season.
3. The VENDOR shall be responsible for the costs associated with providing suitable telecommunication services in order to communicate with the DIVISION's employees during the course of the operations.

K. SIGNAGE

1. The VENDOR shall be responsible for all costs associated with fabricating and maintaining all signage featuring the DIVISION's parking rates.
2. The DIVISION shall approve all signs before installation.

L. BANK ACCOUNT AND DAILY RECEIPTS

1. The VENDOR shall be responsible for all costs associated with establishing and maintaining a bank account that is used solely for FACILITY operations and separate from any non-FACILITY agreement operations.
2. The VENDOR shall keep and make available upon request a daily record of all GROSS REVENUES and business transacted, including daily bank deposits.
3. The VENDOR shall provide each patron with a sales receipt in the form of a cash register slip. The sales receipt must include the following:
    a. Rhode Island State Parks
    b. [Name of Beach]
    c. [Telephone Number]
    d. Thank You For Your Patronage
    e. No Refunds
    f. Please Keep Your Receipt

g. Email: riparks@dem.ri.gov

h. Website: www.riparks.com

i. [Vendor Name]

j. [Telephone No.]

M. ANNUAL REPORT

1. The VENDOR shall be responsible for transmitting a Statement of GROSS REVENUE for the CONCESSION operations as specified in the AGREEMENT, on or before December 31 for each calendar year during the term of the AGREEMENT.

2. The annual Gross Revenue Statement shall be prepared by an independent Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure.

N. SURETY REQUIREMENTS

1. The successful VENDOR shall be responsible for all costs associated with securing and maintaining the following types of bonds:

a. Performance Bond in the amount of $2,000,000.00

b. Payment Bond in the amount of $1,000,000.00

2. The bonds must be furnished by a surety company authorized to do business in the State of Rhode Island and shall be renewed by the VENDOR each year through the term of this contract per the signed AGREEMENT.

O. ADDITIONAL INSURANCE REQUIREMENTS

1. **Garage Keeper's Insurance** premium with minimum limits of liability of $1,000,000.00 for each occurrence and $1,000,000.00 in aggregate.

2. **Employee Dishonesty Insurance** with minimum limits of $50,000.00 per each occurrence.

P. MISCELLANEOUS RESPONSIBILITES

1. GIFT CERTIFICATES

a. The DIVISION shall provide and incur all costs for printing gift certificates which shall be redeemable for a beach season pass at any time during the beach season. The gift certificates shall be broken down into four categories: resident, nonresident, senior resident and senior nonresident.

b. The DIVISION shall provide a gift certificate template to the VENDOR to identify the proper gift certificates that will be accepted at the various locations.

c. The DIVISION shall provide all revenue received from gift certificate sales and reconciliation of gift certificates sold with certificate numbers and increments to the VENDOR on a monthly basis.

d. Gift certificates for season passes do not expire and as such any gift certificates issued by the DIVISION or by previous vendors shall be accepted by the VENDOR.

e. Gift certificates not issued by the VENDOR shall be submitted to the DIVISION and a credit shall be applied to the final MANAGEMENT FEE owed to the VENDOR.

Q. SEASON PASSES

1. The VENDOR shall be responsible for all costs associated with purchasing and supplying the season beach passes on an annual basis, per specifications provided by the DIVISION as listed in EXHIBIT B.

SECTION 13. DEFAULT, REMEDIES AND TERMINATION

A. DEFAULT

1. The occurrence of any of the following shall constitute a default by VENDOR:

a. Failure to submit payment in a timely manner when due and such failure is not cured within two (2) days after written notice is issued by the DIVISION.

b. Cancellation of insurance or performance/payment bonds without DIVISION consent and not re-established promptly after written notice is issued by the DIVISION.

c. Bankruptcy or insolvency of the VENDOR for which no notice of opportunity to cure will be given by the State.

d. Any unapproved transfers without written permission of the DIVISION.

e. Failure of the VENDOR to open FACILITIES to the public for business in a timely manner.

f. Illegal use of the FACILITIES.

g. If the DIVISION discovers the VENDOR made a material misrepresentation to the DIVISION that induced the DIVISION to enter into the signed AGREEMENT.

h. Failure of VENDOR to keep, perform and observe any other promise or violates any term, covenant or condition of the AGREEMENT.

B. REMEDIES

1. In the case of failure to wire transfer GROSS REVENUE owed or in a case of breach or violation of any other provision, including VENDOR's obligations and duties required to operate the FACILITY operations, the DIVISION may immediately and without further notice to VENDOR, make claim against the performance and or payment bond in any amount necessary to satisfy the damages sustained or reasonably expected to be sustained.

2. The DIVISION may elect to allow the AGREEMENT to continue in full force and effect without termination and to enforce all of the DIVISION's rights and remedies, including without limitation the right to collect compensation as it becomes due along with past due interest.

C. TERMINATION

1. Subject to the VENDOR's right to cure, the DIVISION may terminate the AGREEMENT and VENDOR's right to possession immediately upon the occurrence of a default. Notice of termination may be given before or within the applicable time to cure.

2. The DIVISION may cancel and terminate the AGREEMENT and repossess the FACILITIES with or without process of the law and without liability.

3. The VENDOR shall be liable for all amounts owed at the time of termination, including, but not limited to damages and costs, including reasonable attorney's fees caused by VENDOR's failure to perform its obligations.

SECTION 14. MISCELLANEOUS PROVISIONS

A. FAILURE TO MAINTAIN

1. In the event the VENDOR fails to undertake prompt maintenance or repair as required per the AGREEMENT, the DIVISION may elect to have the maintenance or repair completed on behalf of the VENDOR.

   a. The DIVISION shall provide the VENDOR written notice and an opportunity to cure prior to undertaking any maintenance or repairs at the Facilities for which the VENDOR is responsible.

   b. The VENDOR shall be responsible for reimbursing the DIVISION for any maintenance or repair undertaken by the Division in a timely manner.

B. GREEN INITIATIVES

1. The VENDOR shall operate the FACILITIES in an environmentally sensitive manner and shall abide by all local, STATE and federal regulations and statutes governing the protection of the environment.

C. SURRENDER OF FACILITIES

1. The VENDOR shall deliver possession of the FACILITIES and all improvements to the DIVISION on the date of expiration or termination of the AGREEMENT promptly, in broom clean condition and good state of repair, ordinary wear and tear excepted.

    a. Ordinary wear and tear shall not include deterioration that could have been prevented by proper maintenance practices or by VENDOR performing all of VENDOR's obligations under the AGREEMENT.

2. Upon expiration or termination of the AGREEMENT the VENDOR shall remove or dispose of its own equipment, furnishings and expendables.

    a. Improvements and all permanent fixtures shall become the property of DIVISION and shall not be removed by the VENDOR.

3. The VENDOR shall be allowed a period of thirty (30) calendar days to complete said removal. If not removed within that period, any equipment, furnishings and expendables not removed by VENDOR shall be deemed to be abandoned and shall become the property of the DIVISION.

D. SUBCONTRACTOR

1. The term "subcontractor" includes any entity or person offering goods or services on the FACILITIES by written or oral agreement, license or other arrangement with the VENDOR.

2. The DIVISION reserves the right to disapprove of any proposed subcontract or subcontractor. Failure to obtain pre-approval of a subcontractor may result in termination of the AGREEMENT.

3. The DIVISION shall not be liable to any subcontractor for any expenses or liabilities incurred under a subcontract with the VENDOR.

4. Failure by any subcontractor to perform or to pay VENDOR shall not be grounds for excusing the VENDOR's obligations to the DIVISION during the term of the AGREEMENT.

E. INDEPENDENT CONTRACTOR

1. The VENDOR is performing as an independent contractor and not as an employee of the STATE, the DEPARTMENT or the DIVISION.

2. Neither the VENDOR, nor its employees are entitled to accrue any benefits of STATE employment.

F. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

1. The VENDOR shall demonstrate the same commitment to equal opportunity as prevails under the federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830 and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the VENDOR for review by the State Equal Opportunity Office. VENDOR's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as will be established, including but not limited to suspension.

G. FORCE MAJEURE

1. Neither the DIVISION, nor the VENDOR shall be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of the AGREEMENT due to causes beyond the control of either party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, landslides, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, or any other circumstance for which either party is not responsible and which is not in its power to control.

H. INDEMNIFICATION

1. The VENDOR shall indemnify, defend and hold harmless the STATE, the DEPARTMENT, the DIVISION, their officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the performance of the VENDOR, its agents or employees, including all costs, expenses and reasonable attorney's fees which may result from or arise out of this agreement.

2. The VENDOR's obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee.

3. The VENDOR shall reimburse the STATE, the DEPARTMENT or the DIVISION for any and all damages to the real or personal property of the STATE, the DEPARTMENT or the DIVISION, including costs associated with recreating data, caused by the acts of the VENDOR, its agents or employees.

4. The VENDOR's duties under this section will remain fully in effect and binding in accordance with the terms and conditions of the AGREEMENT, without being lessened or compromised in any way, even where the VENDOR is alleged or is found to merely have contributed in part to the acts giving rise to the claims and/or where the STATE, the DEPARTMENT or the DIVISION is alleged or is found to have contributed to the acts giving rise to the claims.

I. INTERPRETATION

1. The AGREEMENT and related contract documents shall be subject to and governed by the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this AGREEMENT by this reference. In the event of any conflict between the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws and the AGREEMENT or other contract documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws shall control.

2. The section headings appearing herein are for the convenience of the DIVISION and the VENDOR and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the AGREEMENT.

3. If any provision of the AGREEMENT is determined to be void or unenforceable by any court of competent jurisdiction, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable.

   a. All other provisions will remain in full force and effect.

J. AMENDMENTS

1. Any amendments, alterations, variations, changes, modifications or waivers of provisions of the AGREEMENT shall be valid only when they have been reduced to writing, duly signed by the DIVISION and VENDOR attached to the original of the AGREEMENT.

K. TIME OF THE ESSENCE

1. Time is of the essence for all provisions of the AGREEMENT.

L. INCORPORATION OF DOCUMENTS

1. The AGREEMENT and incorporated documents shall represent the entire integrated agreement of the parties and supersede all prior written or oral representations, discussions and agreements, except whereas provided herein.

M. AUTHORITY TO ENTER INTO AGREEMENT

1. The person(s) signing the AGREEMENT represents and warrants that s/he possess the legal authority to enter into the AGREEMENT and shall be the primary contact responsible for ensuring compliance with the terms and conditions of the AGREEMENT, unless otherwise stated in writing.

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EXHIBIT A
PARKING FACILITES

A. The parking lots sizes listed below do not include the parking spaces lost to the DIVISION's employees and VENDOR's employees who are required to park for the work day.

1. CHARLESTOWN BREACHWAY STATE BEACH

Address:	Charlestown Beach Road, Charlestown
Entrance Booth:	1
Entrance Lane:	1
Parking Lot Type:	Gravel/Unlined
Parking Lot Size:	100 Vehicles
Note:	Campground is located within the FACILITY

2. EAST BEACH STATE BEACH

Address:	East Beach Road, Charlestown
Entrance Booth:	1
Entrance Lane:	1
Parking Lot Type:	Gravel/Unlined
Parking Lot Size:	120 Vehicles
Note:	Campground is located within the FACILITY

3. EAST MATUNCK STATE BEACH

Address:	950 Succotash Road, South Kingstown
Entrance Booth:	2
Entrance Lane:	2
Parking Lot Type:	Gravel/Unlined
Parking Lot Size:	635 Vehicles

4. MISQUAMICUT STATE BEACH

Address:	257 Atlantic Avenue, Westerly
Entrance Booth:	3
Entrance Lane:	3
Parking Lot Type:	Paved/Lined
Parking Lot Size:	2,590 Vehicles

5. ROGER WHEELER STATE BEACH

Address:	100 Sand Hill Cove Road, Narragansett
Entrance Booth:	3
Entrance Lane:	3
Parking Lot Type:	Paved/Lined
Parking Lot Size:	2000 Vehicles

6. SALTY BRINE STATE BEACH

Address:	100 Great Island Road, Narragansett
Entrance Booth:	1
Entrance Lane:	1
Parking Lot Type:	Paved/Lined
Parking Lot Size:	97 Vehicles
Note:	The parking lot is for the use of beach patrons only. Vehicles must fit within designated parking spaces and cannot protrude or obstruct traffic within the parking lot.

7. SCARBOROUGH NORTH STATE BEACH [Lot 1]

Address:	870 Ocean Road, Narragansett
Entrance Booth:	2
Entrance Lane:	2
Parking Lot Type:	Paved/Lined
Parking Lot Size:	708 Vehicles

8. SCARBOROUGH NORTH STATE BEACH [Lot 2]

Address:	870 Ocean Road, Narragansett
Entrance Booth:	2
Entrance Lane:	2
Parking Lot Type:	Paved/Lined
Parking Lot Size:	737 Vehicles

9. SCARBOROUGH SOUTH STATE BEACH

Address:	970 Ocean Road, Narragansett
Entrance Booth:	2
Entrance Lane:	2
Parking Lot Type:	Grass/Unlined
Parking Lot Size:	1000 Vehicles

EXHIBIT B: SEASON PASS ["PASSES']

A. SPECIFICATIONS

1. PASSES are to made from homogenous material with no stick on bar code.

Approximate size 2 x 4 to be produced in rolls of 100 passes per roll.

Fabricated from Flexon Compucal TM-200-W VOID MT/C352

Adhesive V156, Liner Spec 50k-8 with 1 mil clear Mylar Lamination or equivalent.

PASSES to be produced for installation on the exterior windshield of a vehicle and must VOID when removed.

The year and type must be printed on the PASSES.

VENDOR will submit a color chart for approval by the DIVISION consisting of deep, vibrant colors that are fade resistant and easy to distinguish under glaring sunlight.

Any modifications to the PASS design must be approved in writing by DEM prior to changes.

See below example:

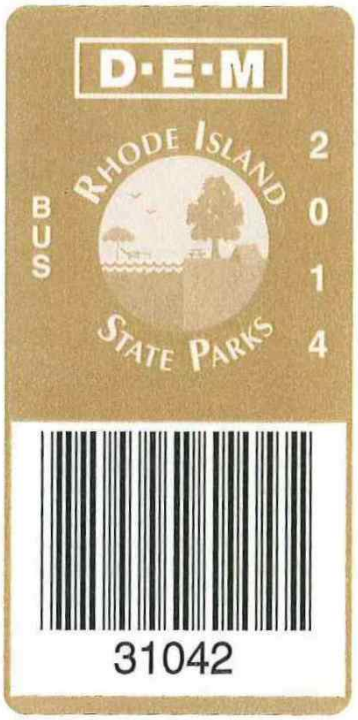

Exhibit B SEASON PASS ["PASSES']CONTINUED

2. The following is an approximate amount of PASSES sold in previous years:

Resident: 17,000

Non-Resident: 6,500

Senior Resident: 5,000

Senior Non-Resident: 2,500

Bus Passes: 100

Employee Passes: 150

Concession: 200

Beach Employee: 200

DEM Employee: 100

3. PASSES are to be made available to the public prior to the beach season at convenient outlets in the STATE during the pre-season months (April – May).

4. PASSES cannot be sold through the mail.

B. BUS PASSES

1. Per RI State Law 42-17.1.9.1 "…no fee shall be charged to any school or other non-profit organization provided the representative of the school or other organization gives written notice of date and time of arrival to the facility."

2. The PASSES are issued by the DIVISION per the following requirements:

A notarized agreement form or letter of request stating the time and number attending.

Advance notice of arrival.

Certificate of Insurance

Non-Profit status form IRS 501C

3. PASSES are valid Monday – Friday only.

EXHIBIT B
SEASON PASS ["PASSES']CONTINUED

C. PASSES are non-transferable with the following exceptions:

1. Purchase of new vehicle
2. Replacement of vehicle windshield
3. Vehicle is no longer operational
4. Repairs for an extended period of time

D. The following rules must be adhered to when issuing a replacement PASS due to exceptions 1 - 3:

1. The PASS must be submitted with any request for a replacement PASS. The customer should be directed to remove the PASS from the vehicle windshield.
2. The vehicle registration information must be the same information provided at the time of purchase.
3. If possible, the original receipt.

E. The following rules must be adhered to when issuing a replacement PASS due to exception 4:

1. The PASS must be submitted with any request for a replacement PASS. The customer should be directed to remove the PASS from the vehicle windshield.
2. If possible, the original receipt.
3. Must show proof of vehicle rental agreement. A minimum of two (2) weeks is required.
4. The VENDOR will affix the replacement PASS to the rental vehicle.

When the customer's vehicle repairs are complete, they are to remove the PASS from the rental vehicle's windshield and submit it to the VENDOR in order to receive a replacement PASS on their vehicle.

EXHIBIT C
PARKING RATES

WEEKDAY RATE	
Resident	$10.00
Resident Senior	$5.00
Non-Resident	$20.00
Non-Resident Senior	$10.00
WEEKEND/HOLIDAY RATE	
Resident	$14.00
Resident Senior	$7.00
Non-Resident	$28.00
Non-Resident Senior	$14.00
SEASON PASSES	
Resident	$60.00
Resident Senior	$30.00
Non-Resident	$120.00
Non-Resident Senior	$60.00

EXHIBIT D
2015 PAYMENT SCHEDULE

Gross Revenue Collected During:	Wire Transfer No Later Than Saturday During:	Management Fee Amount To Be Retained By Vendor Prior To Wire Transfer
Week 1 & Week 2 May 9, 2015 May 16, 2015	**Week 3** May 23, 2015	20%
Week 3 & Week 4 May 23, 2015 May 30, 2015	**Week 5** June 6, 2015	10%
Week 5 & Week 6 June 6, 2015 June 13, 2015	**Week 7** June 20, 2015	10%
Week 7 & Week 8 June 20, 2015 June 27, 2015	**Week 9** July 4, 2015	10%
Week 9 & Week 10 July 4, 2015 July 11, 2015	**Week 11** July 18, 2015	10%
Week 11 & Week 12 July 18, 2015 July 25, 2015	**Week 13** August 6, 2015	10%
Week 13 & Week 14 August 6, 2015 August 13, 2015	**Week 15** August 20, 2015	10%
Week 15 & Week 16 August 20, 2015 August 27, 2015	**Week 17** September 5, 2015	10%
Week 17 September 5, 2015	**Week 19** September 12, 2015	10%

EXHIBIT E
2016 PAYMENT SCHEDULE

Gross Revenue Collected During Weeks Ending:	Wire Transfer No Later Than Saturday :	Management Fee Amount To Be Retained By Vendor Prior To Wire Transfer
Week 1 & Week 2 May 14, 2016 May 21, 2016	**Week 3** May 28, 2016	20%
Week 3 & Week 4 May 28, 2016 June 4, 2016	**Week 5** June 11, 2016	10%
Week 5 & Week 6 June 11, 2016 June 18, 2016	**Week 7** June 25, 2016	10%
Week 7 & Week 8 June 25, 2016 July 2, 2016	**Week 9** July 9, 2016	10%
Week 9 & Week 10 July 9, 2016 July 16, 2016	**Week 11** July 23, 2016	10%
Week 11 & Week 12 July 23, 2016 July 30, 2016	**Week 13** August 6, 2016	10%
Week 13 & Week 14 August 6, 2016 August 13, 2016	**Week 15** August 20, 2016	10%
Week 15 & Week 16 August 20, 2016 August 27, 2016	**Week 17** September 3, 2016	10%
Week 17 & 18 September 3, 2016 September 10, 2016	**Week 19** September 17, 2016	10%

EXHIBIT F
2017 PAYMENT SCHEDULE

Gross Revenue Collected During:	Wire Transfer No Later Than Saturday During:	Management Fee Amount To Be Retained By Vendor Prior To Wire Transfer
Week 1 & Week 2 May 13, 2017 May 20, 2017	**Week 3** May 27, 2017	20%
Week 3 & Week 4 May 27, 2017 June 3, 2017	**Week 5** June 10, 2017	10%
Week 5 & Week 6 June 10, 2017 June 17, 2017	**Week 7** June 24, 2017	10%
Week 7 & Week 8 June 24, 2017 July 1, 2017	**Week 9** July 8, 2017	10%
Week 9 & Week 10 July 8, 2017 July 15, 2017	**Week 11** July 22, 2017	10%
Week 11 & Week 12 July 22, 2017 July 29, 2017	**Week 13** August 5, 2017	10%
Week 13 & Week 14 August 5, 2017 August 12, 2017	**Week 15** August 19, 2017	10%
Week 15 & Week 16 August 19, 2017 August 26, 2017	**Week 17** September 2, 2017	10%
Week 17 & 18 September 2, 2017 September 9, 2017	**Week 19** September 16, 2017	10%

EXHIBIT G
2018 PAYMENT SCHEDULE

Gross Revenue Collected During:	Wire Transfer No Later Than Saturday During:	Management Fee Amount To Be Retained By Vendor Prior To Wire Transfer
Week 1 & Week 2 May 12, 2018 May 19, 2018	**Week 3** May 26, 2018	20%
Week 3 & Week 4 May 26, 2018 June 2, 2018	**Week 5** June 9, 2018	10%
Week 5 & Week 6 June 9, 2018 June 16, 2018	**Week 7** June 23, 2018	10%
Week 7 & Week 8 June 23, 2018 June 30, 2018	**Week 9** July 7, 2018	10%
Week 9 & Week 10 July 7, 2018 July 14, 2018	**Week 11** July 21, 2018	10%
Week 11 & Week 12 July 21, 2018 July 28, 2018	**Week 13** August 4, 2018	10%
Week 13 & Week 14 August 4, 2018 August 11, 2018	**Week 15** August 18, 2018	10%
Week 15 & Week 16 August 18, 2018 August 25, 2018	**Week 17** September 1, 2018	10%
Week 17 & Week 18 September 1, 2018 September 8, 2018	**Week 19** September 15, 2018	10%