STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

February 4, 2015

ADDENDUM NUMBER TWO

RFQ # 7549242

TITLE: Salty Brine Food and Beverage Concession

Closing Date and Time: 2/25/15 at 10:00 AM (Note Change)

Per the issuance of this ADDENDUM #2 (14 pages) the following is noted:

Please be advised the Bid Closing Date and Time has been extended:

From: 2/13/15 at 10:30 AM
To: 2/25/15 at 10:00 AM

Attached is sign in sheet from the second mandatory pre bid conference held 2/4/15 at 10am.

There will be a third mandatory pre bid conference to be held Friday 2/13/15, 10am at:
Salty Brine State Beach
254 Great Rd.
Narragansett, RI

The vendors who attended the first pre bid conference need not attend the second pre bid conference.

Questions concerning this solicitation may be e-mailed to the Division of Purchases at doa.purbidinfo@purchasing.ri.gov no later than February 17, 2015 at 5PM (EST). Please reference the RFQ number on 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 (www.purchasing.ri.gov). It is the responsibility of all interested parties to download this information.

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ADDENDUM NUMBER TWO
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TITLE: Salty Brine Food and Beverage Concession

Closing Date and Time: 2/25/15 at 10:00 AM (Note Change)

Attached to this addendum is the previous bid 7323039 and the tabulation for that bid.

As noted at the pre bid:

There are 97 parking spaces at this facility.
Vendor is responsible for supplying their own propane.
Vendor is responsible for their own dumpster (kept in a secured area).
Vendor will be billed the portion of their electrical consumption.
Vendor needs to submit any requests for changes to existing equipment/setup in writing to the agency.

State of Rhode Island
Division of Purchases
One Capitol Hill
Providence, RI 02908

"MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

Mandatory Pre-bid Conference: Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

BID NUMBER:	7549242
BID TITLE:	Salty Brine Food and Beverage Concession
PRE-BID DATE AND TIME:	2/2/15 at 10am

Purchasing Representative:
Dcadoret
Mandatory Pre-bid START TIME:
10.00
Mandatory Pre-bid END TIME:
10:10

	COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT E-MAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED (For Purchasing Use Only)
1	State Purchasing	David Cadoret					
2	RI DEM	Roger Monfette					
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							

** VENDOR: PLEASE SUBMIT A BUSINESS CARD IF AVAILABLE**

Request for Quote

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

CREATION DATE : 24-AUG-09
BID NUMBER: 7323039
TITLE: SALTY BRINE STATE BEACH FOOD CONCESSION

BLANKET START : 01-APR-10
BLANKET END : 31-OCT-14
BID CLOSING DATE AND TIME: 20-OCT-2009 10:30:00

BUYER: Cadoret, David
PHONE #: N/A

BILL TO
DOA CONTROLLER
ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

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

Requisition Number: 1151199

Line	Description	Quantity	Unit	Unit Price	Total
1	SALTY BRINE STATE BEACH FOOD CONCESSION/MINIMUM BID OF $10,000 00 REQUIRED CONTACT: BERNIE HAWKINS AT 401.789.8374 FOR DAILY SITE AND OPERATIONAL QUESTIONS A FOOD CONCESSIONAIRE IS REQUESTED FOR THE OPERATION OF THE NEW FOOD CONCESSION AT SALTY BRINE STATE BEACH, NARRAGANSETT, RI. THE CONTRACT IS FOR FIVE YEARS BEGINNING IN THE SPRING OF 2010 AND ENDING IN THE FALL OF 2014 DURING THE TERM OF THIS CONTRACT THE STATE OF RI MAY INCREASE ENTRANCE FEES TO THIS FACILITY WHICH MAY HAVE AN IMPACT ON ATTENDANCE DURING THE TERM OF THIS CONTRACT THE STATE OF RI MAY EXPERIENCE BATHING WATER QUALITY ISSUES WITH TEMPORARY BATHING RESTRICTIONS OR CLOSURES WHICH MAY HAVE AN IMPACT ON ATTENDANCE CONTACT: STEVEN T. WRIGHT AT 401.222.2632 FOR ANY ADDITIONAL INFORMATION A MANDATORY PRE-BID CONFERNECE IS SCHEDULED FOR WEDNESDAY SEPTEMBER 23, 2009 AT 10:00 AM AT SALTY BRINE STATE BEACH NARRAGANSETT, RI. THE SITE IS UNDER CONSTRUCTION AND ACCESS TO PORTIONS OF THE FACILITY MAY BE RESTRICTED DURING THE MEETING.	1 00	Each		

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

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

INSURANCE REQUIREMENTS

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.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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. 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

VENDOR SPECIFICATIONS

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

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY

State of Rhode Island
Department of Environmental Management
Division of Parks and Recreation
2321 Hartford Avenue, Johnston, RI 02919

Terms and Conditions for Five Year Food Concession
Salty Brine State Beach 2010-2014

Requisition Number 1151199

1. A Concessionaire is requested to operate a *food concession* at Salty Brine State Beach at the location specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, April 1st 2010 through October 31, 2014.

2. A **minimum bid of $10,000.00** 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, 2014*] 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.

3. 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.**

4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Beach is open. Concession hours to be eight [8] A.M. each day until six [6] P.M. during the period from approximately Memorial Day through Labor Day each year. The concessionaire may at their option and with approval of the Division of Parks and Recreation stay open and operate the concession from 6:00 PM to 7:30 PM during the summer season only [Memorial Day to Labor Day] if the public rest rooms are maintained by the concessionaire during this time frame. If the concessionaire desires to remain open, the night time option hours of operation must be consistent during this summer season time frame along with satisfying the needs of the [limited] public rest rooms. Failure to provide consistent hours and or not adequately provide regular rest room maintenance, the option hours will be terminated by the Division of Parks and Recreation.

5. Shoulder Season Operation: It is the intent of this contract to offer shoulder season parking access and offer rest rooms and concession services to the visiting public. Availability will be dictated by weather and staffing with a target date of weekends only from April 1 through Memorial Day and Labor Day through October 31 each year if the [limited] public rest rooms are maintained by the concessionaire during this time frame. Weekdays during this time frame will also be considered as an option if approved by the Division of Parks and Recreation and only if the concessionaire provides adequate staffing for the operation of the concessionaire and rest room maintenance. If the concessionaire desires to remain open during the shoulder season of operation, operational hours must be consistent during this time frame along with satisfying the needs of the [limited] public rest rooms. Failure to provide consistent hours and or not adequately provide regular rest room maintenance, the shoulder season operation will be terminated by the Division of Parks and Recreation.

6. Under no condition will the concessionaire occupy the premises between the hours of ten [10] PM and five [5:00] AM on any day of the year unless during a special event or without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [6:30 AM-6:00 PM] twenty [20] days before and after the established opening and closing date for the purpose of cleaning concession space and appliances and preparing and or shutdown of the area for business.

7. The concession consists of one [1] 280 square foot concession area at the location within the new beach bathhouse.

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

9. Salty Brine State Beach has a small 97 vehicle parking lot for the operation of this facility. One [1] parking space will be provided and designated by the Department representative for the concession operation. All other concession requirements for parking along with employees, must find off-site parking throughout the term of this contract.

10. The concession with storage area is located within the concession area of the building. No other storage locations are available on the property. The concession business must be carried on from the areas in the building set aside for this purpose.

11. The Director of the Department of Environmental Management or his 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.

12. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted. The exterior of the concession area has been supplied with one 3' x 3' framed menu board space for use by the concessionaire.

13. 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.

14. The concessionaire will be responsible to maintain the concession areas, the deck area immediately in front of the concession along with any picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.

15. The concessionaire will be responsible to **provide trash removal and recycling** at the concession location during the operation of the concession providing a trash bin and recycling bin for containers, wrapping material etc. used by patrons of the concession. The facility has a mandatory recycling policy that will be strictly enforced. The concessionaire will be responsible to recycle all glass, metal, paper and plastic utilized in the concession operation. The refuge generated from the concession operation must be removed from State Property on a daily basis or weekly by dumpster contract. A concrete pad for a 6 cubic yard dumpster [supplied by concessionaire] is provided for concessionaire use only. Salty Brine State Beach is a "Carry In Carry Out Facility".

16. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.

17. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.

18. 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 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.

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

20. The Department of Environmental Management, Division of Parks and Recreation reserves 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.

21. The Director of the Department of Environmental Management or his 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 authorized representative, upon giving five days written notice to the concessionaire.

22. 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 along with the endorsement page***. 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.

23. 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.

24. Vending Machines will not be allowed within this contract.

25. The concessionaire will be required to provide his/her own cooking equipment and appliances except as listed within this contract in a combination that will not exceed the available electric service.

26. The concession area has been supplied with a 4' x 8' cooking hood, ansil system, three bay prep sink, reach in freezer and reach in refrigerator. As of the date of this contract the concession area is considered to be in new and excellent condition. The concessionaire will be required to maintain the hood, ansil system, three bay sink, hand 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 ansil system and hood on an annual basis.

27. The concessionaire is responsible to have the cooking hood and screens cleaned by a professional cleaning company at the end of each season and must provide the representative of the Parks Division proof of cleaning. Failure to have the hood properly cleaned on an annual basis will result in services provided by the state at the cost of the concessionaire. A DEM representative will be available to inspect the facility each year for compliance.

28. The reach in freezer and reach in refrigerator are supplied new as part of this contract. The concessionaire is responsible for all maintenance repair and upkeep of the equipment for the duration of this contract. If for any reason one or both units need to be replaced it will be at the sole cost of the concessionaire with original units returned to the state.

29. 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. A DEM representative will be available to inspect the facility each year for compliance.

30. A grease trap has been provided for the use of the concessionaire to prevent grease by-product to enter the Narragansett sewer system. The concessionaire is responsible to monitor, maintain, clean and repair the grease trap as required throughout the term of this contract. A DEM representative will be available to inspect the facility each year for compliance.

31. 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.

32. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his 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.

33. The concessionaire must supply/pay his/her own electricity, gas and water. Separate secondary meters will be read and documented by the Division of Parks and Recreation at the end of each year for all utilities utilized exclusively for the concessionaire. The Division will invoice the concessionaire on an annually basis for all concession utilities with a secondary meter. Concessionaire will be responsible to make all arrangements for all concession utility services. Water must be shut off and drained properly to prevent freezing of system after the end of each season. A DEM representative will be available to inspect and assist the winterization of the facility each year for compliance.

34. A fire extinguisher[s] has been provided in the building. Any extinguisher [s] 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.

35. 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 authorized representative.

36. All bidders must submit with the bid package the following required information:

- A detailed statement of qualifications and experience in operating a public food concession. Bidder must have a minimum of [5] years experience in the operation of a public food concession.
- Three reference letters outlying concessionaire history related to a public food concession.
- Licensed by the RI Health Department, Office of Food Protection as a Certified Manager of Food Safety.

END

Line Numb	Description	Supplier	Unit	Award Price	Quote Price (USD)
# 1	SALTY BRINE STATE BEACH FOOD CONCESSION/MINIMUM BID OF $10,000.00 REQUIRED	QUONSET MOTOR STORAGE INC	Each		31,814
# 1	SALTY BRINE STATE BEACH FOOD CONCESSION/MINIMUM BID OF $10,000.00 REQUIRED	CRICKETS RESTAURANT INC	Each		130,500
# 1	SALTY BRINE STATE BEACH FOOD CONCESSION/MINIMUM BID OF $10,000.00 REQUIRED	QUONSET MOTOR STORAGE INC	Each	159070	159,070