SOLICITATION INFORMATION
June 8, 2015

RFQ# 7549636

TITLE: BURLINGAME STATE CAMPGROUND CAMP STORE CONCESSION

SUBMISSION DEADLINE: Wednesday, June 24, 2015 at, 1:30 PM

PRE-BID/PROPOSAL CONFERENCE: YES
MANDATORY: YES
DATE: Wednesday, June 17, 2015 at, 1:00PM
LOCATION: Burlingame Campground, 1 Burlingame State Park Road, Charlestown, RI 02813

Enter Date at Enter Time. **RFQ7549636**
SURETY REQUIRED: YES **BOND REQUIRED: NO**

David A. Cadoret
Chief Buyer

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 IS NOT A BIDDER CERTIFICATION FORM

SECTION 1. SOLICITATION REQUIREMENTS

A. RFQ TERMS AND CONDITIONS

1. In accordance with R. I. Gen. Laws § 37-2-54(c), "[n]o purchase or contract will 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."

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

   a. § 8.7.1 All agreements and changes to scope of work, price, or other terms will be incorporated into purchase orders via "change order" documents incorporating contract amendments.

   b. § 8.7.2 Change Orders issued by the Office of Purchases will be the only binding documents which may create a change in a purchase order.

   c. § 8.7.3 Personnel will not commit the state to technical/contractual changes to purchase without first securing all necessary approvals.

   d. § 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 will not be binding on the state.

B. RFQ INSTRUCTIONS AND NOTIFICATIONS

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

2. All costs associated with developing or submitting a proposal in response to this **RFQ**, or to provide oral or written clarification, of its content will be borne by the vendor. The State assumes no responsibility for these costs.

3. 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.

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

5. 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. For the purposes of this requirement, the official time and date will be that of the time clock in the reception area of the Division of Purchases. PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED.

6. It is intended that an award pursuant to this **RFQ** will be made to prime contractor(s) who will assume responsibility for all aspects of the work. Joint ventures will 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 vendor proposal and the subcontractor(s) to be used are identified in the proposal.

7. 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.

8. 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, will have the right to transact business in the state until it will 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).*

9. Vendors are advised that all materials submitted to the State for consideration in response to this **RFQ** 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.

10. 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 or to speak with an MBE officer, call (401) 574-8253.

11. Interested parties are instructed to check 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 **RFQ**.

C. EVALUATION PROCESS

1. Proposals must be submitted to State of Rhode Island Division of Purchasing and must completely address all of the requirements contained in this **RFQ** in order to be deemed responsive.

2. Proposals that fail to address all of the requirements contained in this **RFQ** will be rejected without further evaluation.

3. Qualified proposals will be evaluated by the Selection Committee according to the following criteria:

   a. Bid Proposal

   b. Financial Good Standing with the STATE.

   c. Business Summary

   d. Experience managing a camp store.

D. RESPONSES TO SOLICITATION

1. Vendors are directed to submit proposals as a paper document in sealed and marked envelope.

2. 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 will be determined to be late and will not be accepted for consideration. The "Official" time clock is in the reception area of the Division of Purchases. Postmarks will not be considered proof of timely submission. Please be advised that FedEx/UPS do not always arrive on time, so vendors should plan accordingly.

3. 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.

4. Vendors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties regarding the **RFQ** will be permitted unless expressly authorized by the Division of Purchases.

E. RESPONSE CONTENTS

1. Responses will include the following in a sealed envelope:

   a. 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.

   b. One 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.

   c. Business Summary.

   d. Attachment B, Bid Proposal.

F. PROPOSAL SUBMISSION

1. Responses should be mailed or hand-delivered by the submission deadline in a sealed envelope marked, on the outside of the envelope: **RFQ# 7549636, BURLINGAME STATE CAMPGROUND CAMP STORE CONCESSION** and the opening date and time to:

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

2. Interested Vendors may submit proposals to provide the services covered by this **RFQ** on or before the date and time listed on page one (1) of this solicitation. Responses received after this date and time, as registered by the office time clock in the reception area of the Division of Purchases, will not be accepted.

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SECTION 2. CONCESSION OPERATIONS OVERVIEW

A. INTRODUCTION

1. The Division of Parks and Recreation ("DIVISION") is seeking proposals from qualified vendors to operate and manage a camp store at Burlingame State Campground.

2. This **RFQ** does not commit the DIVISION to award a contract. No other party, including any concessionaire, 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 **RFQ** will not be reviewed. Any response to this **RFQ** 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.

3. The concession agreement "AGREEMENT" will begin **July 1, 2015** and end **October 10, 2016.**

4. **RFQ# 7549636** is not a Disk-Based Solicitation.

B. PERSONNEL

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

2. A background check on hired personnel is strongly recommended by the DIVISION.

3. RI State residents will be given priority in the hiring process.

4. The employees are required to be neat in appearance and appropriately attired with name badges or other suitable means of identification.

5. The CONCESSIONAIRE will prohibit smoking by its employees on the PREMISES.

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

C. CUSTOMER SERVICE

1. Employees hired by the CONCESSIONAIRE are representing not only the CONCESSIONAIRE, but also the DIVISION and as such, the CONCESSIONAIRE will ensure that all employees refrain from offensive and inappropriate conduct or language and they will treat all patrons professionally, equally and courteously.

    a. Employees will greet all patrons with a friendly acknowledgment of "Welcome to [insert name of location]."

    b. Employees will not engage in ball playing, Frisbee throwing or any other form of action or conduct which would appear unprofessional.

2. Any time a complaint is filed by a customer, the CONCESSIONAIRE or the CONCESSIONAIRE's employees will :

    a. Apologize to the patron sincerely and clearly.

    b. If corrective action cannot be taken immediately tell the patron what action you will take and how those actions will rectify the problem.

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

    d. Refund purchase fee, if applicable.

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

3. The CONCESSIONAIRE will provide continuing training and evaluation of all employees assigned to the CONCESSIONAIRE'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. HOURS/DAYS OF OPERATION

1. The CONCESSIONAIRE will offer concession services to the public at the start of the camping season as set forth in EXHIBIT A.

E. CONCESSION PREMISE

1. The concession premise ("PREMISE") to be authorized for use by CONCESSIONAIRE is described in EXHIBIT B.

2. The CONCESSIONAIRE will not use or allow the PREMISES 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. These ordinances, rules and regulations include those which relate to sanitation, public health and safety.

3. The PREMISE and the space occupied by the CONCESSIONAIRE 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 concession operations. The CONCESSIONAIRE will immediately undertake the correction of any deficiency cited by such inspections.

F. MAINTENANCE OF CONCESSION PREMISES

1. The CONCESSIONAIRE will be responsible for cleaning all service areas inside the concession building and any area within a 200 foot radius around the concession building, including the parking lot.

   a. The DIVISION will be responsible for repairs to the parking lot.

2. The DIVISION will be responsible for the painting of the exterior of the building.

3. The CONCESSIONAIRE will be responsible for the cost of all structural or other improvements, equipment and interior design and decor constructed or installed by the CONCESSIONAIRE.

4. Prior to construction for any improvements, the CONCESSIONAIRE at its own expense, will procure all building, fire, safety, aesthetic, environmental and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment and the interior design and decor. All permits and approvals must be submitted to the DIVISION. Improvement will not begin prior to CONCESSIONAIRE obtaining said permits and approvals.

   a. All improvements will conform to and comply with the applicable ordinances, building codes, rules and regulations of the STATE OF RHODE ISLAND and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE's operations

   b. All improvements must have prior written approval from the DIVISION. Written approval by the DIVISION of any improvements as provided does not constitute a representation or warranty as to such conformity or compliance by the DIVISION. Responsibility of conformity and compliance will remain with the CONCESSIONAIRE at all times.

G. MAINTENANCE OF CONCESSION EQUIPMENT

1. The CONCESSIONAIRE will be responsible, at its own expense, for purchasing, installing and maintaining any equipment required for concession operations and said equipment will remain its personal property.

2. As a courtesy, the DIVISION has supplied the following concession equipment:

   a. Mr. Winter Walk-in Cooler

3. The CONCESSIONAIRE will be responsible for the cleaning, maintenance, repair or replacement of all equipment provided by the DIVISION listed above.

4. All fire extinguishers required by building code will be provided and maintained by the DIVISION. The DIVISION will be responsible for the hiring and cost associated with the annual inspection of the fire extinguishers. The CONCESSIONAIRE will ensure proper use of the fire extinguishers and will notify the DIVISION, in writing, if the fire extinguishers are used at any time during the season.

H. GARBAGE DISPOSAL AND RECYCLING

1. The CONCESSIONAIRE will be responsible for the cost of providing containers for trash and recycling to collect any refuse generated by the concession operations and by the patrons of the concession. The CONCESSIONAIRE will provide such additional trash containers as may be required to keep the immediate concession premises clean at all times.

2. The CONCESSIONAIRE will be responsible for the cost of the daily removal of trash and recycling from State Property. Recycling is mandatory and will be strictly enforced.

3. An area, consisting of a concrete pad large enough for a six (6) cubic yard dumpster, is available for use by the CONCESSIONAIRE only. The CONCESSIONAIRE is responsible for ordering the dumpster and all costs associated.

I. UTILITIES

1. The CONCESSIONAIRE will be responsible for the cost of the electricity.

   a. Separate meters and secondary meters have been installed and will be read before the CONCESSIONAIRE takes possession. The CONCESSIONAIRE will be notified in writing of said reading for secondary meters and the DIVISION will invoice the

CONCESSIONAIRE at the end of each year for all utilities utilized through secondary metering.

2. The camp store is equipped with a security system provided by National Security. The CONCESSIONAIRE will be responsible for the monthly cost of the security system if CONCESSIONAIRE chooses to activate the system.

3. The DIVISION will be responsible for the cost of the water.

   a. The DIVISION will be responsible for winterization by ensuring the water is turned off and drained at the end of each season to prevent freezing.

J. MENU /SUNDRIES

1. The CONCESSIONAIRE will be responsible in providing patrons with food, beverages and camping supplies which will include, but not limited to the items set forth in EXHIBIT C.

2. The CONCESSIONAIRE will strive to provide fresh and locally grown foods.

3. The CONCESSIONAIRE has the option to provide canoe and kayak rental services.

   a. Life vests must be provided.

4. The CONCESSONAIRE has the option provide bicycle rental serves.

   a. Safety helmets must be provided.

5. The CONCESSIONAIRE will provide the DIVISION, at least thirty (30) days' notice prior to any product sales for review and approval, a list confirming the menu items to be offered for sale and prices to be charged for each item, indicating any changes, if any. Any changes will be compared to the CONCESSIONAIRE's proposal and will be subject to the approval of the DIVISION.

   a. The final approved food, beverages, sundries and pricing list will be attached to the signed AGREEMENT as the Approved Menu.

   b. The CONCESSIONAIRE may add or delete items within the Approved Menu only with prior written approval by the DIVISION.

   c. When changes are approved, the new Approved Menu will replace and supersede the old Approved Menu. Each of these actions may be taken without the requirement of a formal amendment to the signed AGREEMENT.

6. No glass containers of any kind will be used in the dispensing of food and/ or beverages.

7. Alcohol and tobacco sales are not permitted on the premises.

8. Advertising signs of any particular brand commodity is not allowed.

9. The CONCESSIONAIRE will be responsible for providing beverage only vending machines. A vending machine is any machine used to disperse a product to a consumer when a coin, bill, token or any other form of payment has been inserted or scanned.

   a. A maximum of five (5) vending machines will be allowed.

   b. Location of the vending machines to be determined by the DIVISION and communicated to the CONCESSIONAIRE, in writing.

10. The CONCESSIONAIRE must meet all state and local regulations in regard to food preparation and distribution. The CONCESSIONAIRE must also display the required certifications for food and beverage services.

K. SIGNAGE

1. The CONCESSIONAIRE will be responsible for clearly indicating prices via a menu, menu board or individually marked items.

2. With prior approval by the DIVISION, some prepackaged items may be individually priced if such pricing is readily visible to customers prior to the purchase.

3. Location of signage must be approved by the DIVISION before posting.

L. FOOD SAFETY

1. The CONCESSIONAIRE will be responsible for obtaining a Food Safety Manager Certification prior to opening of the concession operations.

   a. Recertification is required every three (3) years or as required by the RI Department of Health.

2. The CONCESSIONAIRE will be responsible for obtaining a Pre-Operational Inspection from the RI Department of Health prior to opening of the concession operations.

M. INSURANCE REQUIREMENTS

1. The CONCESSIONAIRE will procure and maintain, at its expense, all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified. The CONCESSIONAIRE will 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 will reference this solicitation.

2. **Commercial General Liability Insurance** covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage will be written on an occurrence basis and will extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of $1,000,000.00 per occurrence and aggregate is required.

3. **Auto Liability Insurance** covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of $1,000,000.00 will be obtained.

4. **Workers Compensation** coverage in compliance with the workers' compensation laws of the State. Coverage will include Employers Liability Insurance with minimum limits of $500,000.00 each accident, $500,000.00 disease or policy limit, $500,000.00 each employee.

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

6. **Professional Liability Insurance** coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. CONCESSIONAIRE will obtain Professional Liability Insurance with minimum limits of $1,000.000.00 per occurrence and aggregate.

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

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

9. The Commercial General Liability Insurance, Auto Liability Insurance and the Professional Liability Insurance will include the State, agencies, officers and employees as Additional Insured but only with respect to the CONCESSIONAIRE's activities under the contract.

10. The insurance required through a policy or endorsement will 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 CONCESSIONAIRE's insurance coverage will 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 will be in excess of the CONCESSIONAIRE's insurance and will not contribute.

c. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the CONCESSIONAIRE 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 will be grounds for immediate termination of this contract.

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

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

f. The CONCESSIONAIRE will 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.

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EXHIBIT A
OPERATION SCHEDULE

Year	Season	Dates		Days	Hours	
2015	Off Peak	4 /10/2015	5/21/2015	Monday - Sunday	8:00 AM	8:00 PM
	Peak	5/22/2015	9/7/2015	Monday - Sunday	7:00 AM	10:00 PM
	Off Peak	9/8/2015	10/11/2015	Monday - Sunday	8:00 AM	8:00 PM
2016	Off Peak	4/15/2016	5/26/2016	Monday - Sunday	8:00 AM	8:00 PM
	Peak	5/27/2016	9/5/2016	Monday - Sunday	7:00 AM	10:00 PM
	Off Peak	9/6/2016	10/9/2016	Monday - Sunday	8:00 AM	8:00 PM

1. Any deviation in hours of operations by the CONCESSIONAIRE must be approved by the Division.
2. In the event of adverse weather or other operating conditions, The DIVISION may permit the CONCESSIONAIRE to reduce operating hours or close at any time during the term of the AGREEMENT.
3. Concession hours must be posted in a location visible to the public and the concession must be opened for business during the hours posted.
4. The CONCESSIONAIRE will be allowed to occupy the premises thirty (30) minutes prior to opening for set-up and thirty (30) minutes after closing for cleanup.

EXHIBIT B
CAMP STORE PREMISES

1. General Condition: Good
2. Construction Type: Wood Frame/Wood Shingle
3. Dimensions/Shape: 44' x 100' Rectangle with full basement
4. Building Square Footage: 4,400 sq. ft.
5. Parking Lot : Yes
6. Roof Material: Wood Frame/Asphalt Shingle
7. Site Utilities:
    a. Electricity Service Type: 200 amp
    b. Heating System: N/A
    c. Water: Well
    d. Septic
8. Site Facilities:
    a. Handicap Access: Yes
    b. Restrooms: Yes/Employees
    c. Security Type: National
    d. Fire Detection: Fire-Lite Alarms

EXHIBIT C
CAMP STORE ESSENTIALS

1 Air Mattresses
2 Aluminum Foil
3 Bacon
4 Bagels
5 Batteries
6 Blankets
7 Board Games
8 Bottled Water
9 Bug Spray
10 Bungee Cords
11 Butter
12 Charcoal
13 Charcoal Grill
14 Coffee
15 Comb/Hairbrush
16 Coolers
17 Cream
18 Cups
19 Deli Meats
20 Disposable Razors
21 Eggs
22 English Muffins
23 *Fire Wood
24 Flashlights
25 Fresh Produce: Corn on the Cob, Lettuce, Tomatoes, etc.
26 Grilling Utensils
27 Hamburger Buns
28 Hamburgers
29 Hot Dog Buns
30 Hot Dogs
31 Ice
32 Ice Cream Products
33 Marshmallows
34 Milk
35 Napkins
36 Paper Plates
37 Paper Towel
38 Plastic Utensils
39 Salt/Pepper
40 Shampoo
41 Shaving Cream
42 Sliced Bread
43 Soap
44 Starter Fluid
45 Sugar
46 Sweatshirts
47 Tarps
48 Tent Supplies
49 Tent(s)
50 Toilet Paper
51 Toothbrushes
52 Toothpaste
53 Towels
54 Umbrellas
55 Various Bagged Chips
56 Various Basic First Aid Supplies
57 Various Beach Toys
58 Various Condiments: Ketchup, Mustard, Relish, etc.
59 Various Fishing Supplies

***FIRE WOOD MUST BE KILN DRIED WOOD OR RI HARVESTED**

ATTACHMENT A
REQUIRED PROPOSAL SUBMISSION INFORMATION

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 camp store concessions. A minimum of three (3) years' experience is required.

5. 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.

6. State whether the firm, its officers, partners, principals, agents or employees, that are expected to perform services under this **RFQ**, 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 food, beverage or alcohol sales and service, revoked or suspended.

7. Has the firm been in bankruptcy, reorganization or receivership in the last five (5) years? If so, please explain current status.

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

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

10. Please state whether, as of the date of the proposal, the firm, its officers, partners, principles, agents or employees, is in arrears to the STATE for any debts whatsoever (including, but not limited to back taxes).

11. Please provide a minimum of three (3) references to demonstrate the bidder's experience.

B. CONCESSIONS PLAN SUMMARY

1. 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 the concession services.

   b. Timeline and schedule for setting up concessions operations.

   c. Equipment you will provide for the operation and management of the camp store concession services.

   d. A sample menu including all proposed food, beverage and camp store items. Also, include a price structure for the listed items for the term of the agreement.

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ATTACHMENT B
BID PROPOSAL

CONCESSIONAIRE NAME: _____

A. The CONCESSIONAIRE proposes a yearly BID PROPOSAL as total compensation for operating the **BURLINGAME STATE CAMPGROUND CAMP STORE CONCESSION** on behalf of the DIVISION.

B. A minimum annual bid of **$15,000.00** is required by the CONCESSIONAIRE.

Year	Bid Proposed by the Vendor (Indicate Amount in Dollars)
2015	
2016	
Two (2) Year Total	

Signature: _____ Date: _____

Name and Title of Authorized Signature: _____

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

BURLINGAME STATE CAMPGROUND CAMP STORE CONCESSION AGREEMENT

Not An Agreement

SECTION 1. RECITALS

A. THIS CONCESSION AGREEMENT is made and entered into as of the date stated on the signature page ("EFFECTIVE DATE"), by and between the State of Rhode Island ("STATE"), Department of Environmental **Management** ("DEPARTMENT"), through its Division of Parks and Recreation ("DIVISION") and Enter Concessionaire ("CONCESSIONAIRE").

B. The DIVISION advertised for proposals for a concessionaire to operate and maintain the Burlingame State Campground Camp Store.

C. The CONCESSIONAIRE'S proposal was deemed to be responsive and the best proposal received as a result of the **RFQ.**

D. The principal purpose of the DIVISION entering into this Concession Agreement ("AGREEMENT") is to serve the public by providing a camp store concession at Burlingame State Campground.

E. The CONCESSIONAIRE agrees to accept responsibility of providing such concession services at Burlingame State Campground

F. The CONCESSIONAIRE agrees not to interfere with the daily operations of the DIVISION and to promote the DIVISION by all means possible and practical.

G. IN CONSIDERATION of the promises, conditions and the mutual covenants contained in this multi-year AGREEMENT, the DIVISION and the CONCESSIONAIRE agree as follows:

SECTION 2. TERM OF AGREEMENT

A. The AGREEMENT to provide camp store services will be for a single term of two (2) years, with no extensions and will commence on **July 1, 2015** and end **October 10, 2016.**

SECTION 3. REVENUE PAYMENTS

A. CONCESSION FEE

1. Per CONCESSIONAIRE's Attachment B Bid Proposal, dated Enter Date and included in this AGREEMENT, the CONCESSIONAIRE will pay to the DIVISION, as compensation for the CONCESSION award and privileges granted herein, a yearly fee as follows:

   a. 2015 TBD

   b. 2016 TBD

B. PAYMENT SCHEDULE

1. Fifty percent (50%) of the yearly CONCESSION FEE is due in three (3) installments per the payment schedule listed in EXHIBIT D.

2. The CONCESSIONAIRE will be responsible for the remaining fifty percent (50%) payment of the yearly CONCESSION FEE stated above for capital improvement projects and the purchase of capital equipment, per the payment schedule listed in EXHIBIT D.

   a. The DIVISION will be responsible for identifying capital improvement projects/equipment and will apply RI State Purchasing guidelines for procuring competitive bids from qualified vendors. RI State purchasing guidelines will be applied at all times.

   b. The DIVISION will forward the CONCESSIONAIRE a request for payment payable to a specific vendor for processing by the DIVISION.

   c. The DIVISION will provide the CONCESSIONAIRE a detailed statement of all monies paid or owed on a monthly basis.

SECTION 4. OPERATING RESPONSIBILITIES

A. PERSONNEL

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

2. A background check on hired personnel is strongly recommended by the DIVISION.

3. RI State residents will be given priority in the hiring process.

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4. The employees are required to be neat in appearance and appropriately attired with name badges or other suitable means of identification.

5. The CONCESSIONAIRE will prohibit smoking by its employees on the PREMISES.

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

B. CUSTOMER SERVICE

1. Employees hired by the CONCESSIONAIRE are representing not only the CONCESSIONAIRE, but also the DIVISION and as such, the CONCESSIONAIRE will ensure that all employees refrain from offensive and inappropriate conduct or language and they will treat all patrons professionally, equally and courteously.

   a. Employees will greet all patrons with a friendly acknowledgment of "Welcome to [insert name of location]."

   b. Employees will not engage in ball playing, Frisbee throwing or any other form of action or conduct which would appear unprofessional.

2. Any time a complaint is filed by a customer, the CONCESSIONAIRE or the CONCESSIONAIRE's employees will :

   a. Apologize to the patron sincerely and clearly.

   b. If corrective action cannot be taken immediately tell the patron what action you will take and how those actions will rectify the problem.

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

   d. Refund purchase fee, if applicable.

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

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

C. HOURS/DAYS OF OPERATION

1. The CONCESSIONAIRE will offer concession services to the public at the start of the camping season as set forth in EXHIBIT A.

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D. CONCESSION PREMISE

1. The concession premise ("PREMISE") to be authorized for use by CONCESSIONAIRE is described in EXHIBIT B.

2. The CONCESSIONAIRE will not use or allow the PREMISES to be used, in whole or in part, during the term of this AGREEMENT, for any use in violation of any present or future laws, ordinances, rules and regulations at any time. These ordinances, rules and regulations include those which relate to sanitation, public health and safety.

3. The PREMISE and the space occupied by the CONCESSIONAIRE 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 concession operations. The CONCESSIONAIRE will immediately undertake the correction of any deficiency cited by such inspections.

E. MAINTENANCE OF CONCESSION PREMISES

1. The CONCESSIONAIRE will be responsible for cleaning all service areas inside the concession building and any area within a 200 foot radius around the concession building, including the parking lot.

   a. The DIVISION will be responsible for repairs to the parking lot.

2. The DIVISION will be responsible for the painting of the exterior of the building.

3. The CONCESSIONAIRE will be responsible for the cost of all structural or other improvements, equipment and interior design and decor constructed or installed by the CONCESSIONAIRE.

4. Prior to construction for any improvements, the CONCESSIONAIRE at its own expense, will procure all building, fire, safety, aesthetic, environmental and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment and the interior design and decor. All permits and approvals must be submitted to the DIVISION. Improvement will not begin prior to CONCESSIONAIRE obtaining said permits and approvals.

   a. All improvements will conform to and comply with the applicable ordinances, building codes, rules and regulations of the STATE OF RHODE ISLAND and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE's operations

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b. All improvements must have prior written approval from the DIVISION. Written approval by the DIVISION of any improvements as provided does not constitute a representation or warranty as to such conformity or compliance by the DIVISION. Responsibility of conformity and compliance will remain with the CONCESSIONAIRE at all times.

F. MAINTENANCE OF CONCESSION EQUIPMENT

1. The CONCESSIONAIRE will be responsible, at its own expense, for purchasing, installing and maintaining any equipment required for concession operations and said equipment will remain its personal property.

2. As a courtesy, the DIVISION has supplied the following concession equipment:

   a. Mr. Winter Walk-in Cooler

3. The CONCESSIONAIRE will be responsible for the cleaning, maintenance, repair or replacement of all equipment provided by the DIVISION listed above.

4. All fire extinguishers required by building code will be provided and maintained by the DIVISION. The DIVISION will be responsible for the hiring and cost associated with the annual inspection of the fire extinguishers. The CONCESSIONAIRE will ensure proper use of the fire extinguishers and will notify the DIVISION, in writing, if the fire extinguishers are used at any time during the season.

G. GARBAGE DISPOSAL AND RECYCLING

1. The CONCESSIONAIRE will be responsible for the cost of providing containers for trash and recycling to collect any refuse generated by the concession operations and by the patrons of the concession. The CONCESSIONAIRE will provide such additional trash containers as may be required to keep the immediate concession premises clean at all times.

2. The CONCESSIONAIRE will be responsible for the cost of the daily removal of trash and recycling from State Property. Recycling is mandatory and will be strictly enforced.

3. An area, consisting of a concrete pad large enough for a six (6) cubic yard dumpster, is available for use by the CONCESSIONAIRE only. The CONCESSIONAIRE is responsible for ordering the dumpster and all costs associated.

H. UTILITIES

1. The CONCESSIONAIRE will be responsible for the cost of the electricity.

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a. Separate meters and secondary meters have been installed and will be read before the CONCESSIONAIRE takes possession. The CONCESSIONAIRE will be notified in writing of said reading for secondary meters and the DIVISION will invoice the CONCESSIONAIRE at the end of each year for all utilities utilized through secondary metering.

2. The camp store is equipped with a security system provided by National Security. The CONCESSIONAIRE will be responsible for the monthly cost of the security system if CONCESSIONAIRE chooses to activate the system.

3. The DIVISION will be responsible for the cost of the water.

   a. The DIVISION will be responsible for winterization by ensuring the water is turned off and drained at the end of each season to prevent freezing.

I. MENU /SUNDRIES

1. The CONCESSIONAIRE will be responsible in providing patrons with food, beverages and camping supplies which will include, but not limited to the items set forth in EXHIBIT C.

2. The CONCESSIONAIRE will strive to provide fresh and locally grown foods.

3. The CONCESSIONAIRE has the option to provide canoe and kayak rental services.

   a. Life vests must be provided.

4. The CONCESSIONAIRE has the option provide bicycle rental serves.

   a. Safety helmets must be provided.

5. The CONCESSIONAIRE will provide the DIVISION, at least thirty (30) days' notice prior to any product sales for review and approval, a list confirming the menu items to be offered for sale and prices to be charged for each item, indicating any changes, if any. Any changes will be compared to the CONCESSIONAIRE's proposal and will be subject to the approval of the DIVISION.

   a. The final approved food, beverages, sundries and pricing list is attached to this signed AGREEMENT as the Approved Menu.

   b. The CONCESSIONAIRE may add or delete items within the Approved Menu only with prior written approval by the DIVISION.

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c. When changes are approved, the new Approved Menu will replace and supersede the old Approved Menu. Each of these actions may be taken without the requirement of a formal amendment to this signed AGREEMENT.

6. No glass containers of any kind will be used in the dispensing of food and/ or beverages.

7. Alcohol and tobacco sales are not permitted on the premises.

8. Advertising signs of any particular brand commodity is not allowed.

9. The CONCESSIONAIRE will be responsible for providing beverage only vending machines. A vending machine is any machine used to disperse a product to a consumer when a coin, bill, token or any other form of payment has been inserted or scanned.

   a. A maximum of five (5) vending machines will be allowed.

   b. Location of the vending machines to be determined by the DIVISION and communicated to the CONCESSIONAIRE, in writing.

10. The CONCESSIONAIRE must meet all state and local regulations in regard to food preparation and distribution. The CONCESSIONAIRE must also display the required certifications for food and beverage services.

J. SIGNAGE

1. The CONCESSIONAIRE will be responsible for clearly indicating prices via a menu, menu board or individually marked items.

2. With prior approval by the DIVISION, some prepackaged items may be individually priced if such pricing is readily visible to customers prior to the purchase.

3. Location of signage must be approved by the DIVISION before posting.

K. FOOD SAFETY

1. The CONCESSIONAIRE will be responsible for obtaining a Food Safety Manager Certification prior to opening of the concession operations.

   a. Recertification is required every three (3) years or as required by the RI Department of Health.

2. The CONCESSIONAIRE will be responsible for obtaining a Pre-Operational Inspection from the RI Department of Health prior to opening of the concession operations.

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SECTION 5. INSURANCE REQUIREMENTS

A. The CONCESSIONAIRE will procure and maintain, at its expense, all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified. The CONCESSIONAIRE will 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 will reference this solicitation.

1. **Commercial General Liability Insurance** covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage will be written on an occurrence basis and will extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of $1,000,000.00 per occurrence and aggregate is required.

2. **Auto Liability Insurance** covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of $1,000,000.00 will be obtained.

3. **Workers Compensation** coverage in compliance with the workers' compensation laws of the State. Coverage will include Employers Liability Insurance with minimum limits of $500,000.00 each accident, $500,000.00 disease or policy limit, $500,000.00 each employee.

4. **Alternative Employer Endorsement** will 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. CONCESSIONAIRE will obtain Professional Liability Insurance with minimum limits of $1,000.000.00 per occurrence and aggregate.

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

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

8. The Commercial General Liability Insurance, Auto Liability Insurance and the Professional Liability Insurance will include the State, agencies, officers and employees as Additional Insured but only with respect to the CONCESSIONAIRE's activities under the contract.

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9. The insurance required through a policy or endorsement will 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 CONCESSIONAIRE's insurance coverage will 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 will be in excess of the CONCESSIONAIRE's insurance and will not contribute.

   c. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the CONCESSIONAIRE 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 will be grounds for immediate termination of this contract.

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

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

   f. The CONCESSIONAIRE will 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 6. DEFAULT, REMEDIES AND TERMINATION

A. DEFAULT

1. The occurrence of any of the following will constitute a default:

   a. Failure to submit payment in a timely manner when due and such failure is not cured within ten (10) days after written notice by the DIVISION.

   b. Cancellation of insurance without DIVISION consent and not reestablished promptly after written notice by the DIVISION.

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c. Bankruptcy or insolvency of the CONCESSIONAIRE 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 CONCESSIONAIRE to open to the public for business in a timely manner.

f. Illegal use of the FACILITIES.

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

h. Failure of CONCESSIONAIRE to keep, perform and observe any other promise or violates any term, covenant or condition of this signed AGREEMENT.

B. REMEDIES

1. The DIVISION may elect to allow this 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 CONCESSIONAIRE's right to cure, the DIVISION may terminate this AGREEMENT and CONCESSIONAIRE'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 this AGREEMENT and repossess the PREMISE with or without process of the law and without liability.

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

SECTION 7. MISCELLANEOUS PROVISIONS

A. RIGHTS NOT EXCLUSIVE

1. The DIVISION reserves the right to allow others to conduct concession operations and/ or sell goods or services in other locations on STATE property that are the same, similar or even identical to those sold by the CONCESSIONAIRE.

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2. The CONCESSIONAIRE understands and agrees that its right to conduct concession operations and/ or sell goods or services on STATE property is not exclusive and that the use of the property subject to this signed AGREEMENT is restricted by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state, or municipality having jurisdiction over the property.

B. FAILURE TO MAINTAIN

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

   a. The DIVISION will provide the CONCESSIONAIRE written notice and an opportunity to cure prior to undertaking any maintenance or repairs for which the CONCESSIONAIRE is responsible.

   b. The CONCESSIONAIRE will be responsible for reimbursing the DIVISION for any maintenance or repair undertaken by the DIVISION in a timely manner.

C. GREEN INITIATIVES

1. The CONCESSIONAIRE will strive to operate in an environmentally sensitive manner and will abide by all local, STATE and federal regulations and statutes governing the protection of the environment.

D. SURRENDER OF FACILITIES

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

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

2. Upon expiration or termination of this AGREEMENT the CONCESSIONAIRE will be required to remove or dispose of its own equipment, furnishings and expendables.

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

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

E. SUBCONTRACTOR

1. The term "subcontractor" includes any entity or person offering goods or services on the PREMISES by written or oral agreement, license or other arrangement with the CONCESSIONAIRE.
2. The DIVISION reserves the right to disapprove any proposed subcontract or subcontractor.
3. Failure to obtain pre-approval of a subcontractor may result in termination of this AGREEMENT.
4. The CONCESSIONAIRE agrees the DIVISION will not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract.
5. Failure by any subcontractor to perform or to pay CONCESSIONAIRE will not be grounds for excusing the CONCESSIONAIRE's obligations to the DIVISION during the term of this AGREEMENT.

F. INDEPENDENT CONTRACTOR

1. The CONCESSIONAIRE is performing as an independent contractor and not as an employee of the STATE, the DEPARTMENT or the DIVISION.
2. Neither the CONCESSIONAIRE nor its employees are entitled to accrue any benefits of STATE employment.

G. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

1. The CONCESSIONAIRE will be required to 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.
2. Affirmative action plans will be submitted by the CONCESSIONAIRE for review by the State Equal Opportunity Office.
3. CONCESSIONAIRE's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established will be grounds for forfeiture and penalties as will be established, including by not limited to suspension.

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H. FORCE MAJEURE

1. Neither the DIVISION nor the CONCESSIONAIRE will be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of this signed 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.

I. INDEMNIFICATION

1. To the full extent of Rhode Island law, the CONCESSIONAIRE agrees to 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 CONCESSIONAIRE, its agents or employees, including all costs, expenses and attorney's fees which any manner result form or arise out of this agreement.

2. The CONCESSIONAIRE'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 CONCESSIONAIRE will 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 CONCESSIONAIRE, its agents or employees.

4. The CONCESSIONAIRE's duties under this section will remain fully in effect and binding in accordance with the terms and conditions of this AGREEMENT, without being lessened or compromised in any way, even where the CONCESSIONAIRE is alleged or is found to merely 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.

J. INTERPRETATION

1. This AGREEMENT and related contract documents will be subject to and governed by the laws of the State of Rhode Island, including all procurement statutes and regulations (available at

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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 this AGREEMENT or other contract documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.

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

3. If any provision of this AGREEMENT is determined to be void or unenforceable by any court of competent jurisdiction, that provision will 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.

K. AMENDMENTS

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

L. TIME OF THE ESSENCE

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

K. INCORPORATION OF DOCUMENTS

2. This AGREEMENT and incorporated documents will 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 signing this AGREEMENT represents and warrants that s/he possess the legal authority to enter into this AGREEMENT and will be the primary contact responsible for ensuring compliance with the terms and conditions of this AGREEMENT, unless otherwise stated in writing.

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EXHIBIT A
OPERATION SCHEDULE

Year	Season	Dates		Days	Hours	
2015	Off Peak	4/10/2015	5/21/2015	Monday - Sunday	8:00 AM	8:00 PM
	Peak	5/22/2015	9/7/2015	Monday - Sunday	7:00 AM	10:00 PM
	Off Peak	9/8/2015	10/11/2015	Monday - Sunday	8:00 AM	8:00 PM
2016	Off Peak	4/15/2016	5/26/2016	Monday - Sunday	8:00 AM	8:00 PM
	Peak	5/27/2016	9/5/2016	Monday - Sunday	7:00 AM	10:00 PM
	Off Peak	9/6/2016	10/9/2016	Monday - Sunday	8:00 AM	8:00 PM

1. Any deviation in hours of operations by the CONCESSIONAIRE must be approved by the Division.
2. In the event of adverse weather or other operating conditions, The DIVISION may permit the CONCESSIONAIRE to reduce operating hours or close at any time during the term of this AGREEMENT.
3. Concession hours must be posted in a location visible to the public and the concession must be opened for business during the hours posted.
4. The CONCESSIONAIRE will be allowed to occupy the premises thirty (30) minutes prior to opening for set-up and thirty (30) minutes after closing for cleanup.

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EXHIBIT B
CAMP STORE PREMISES

5. General Condition: Good
6. Construction Type: Wood Frame/Wood Shingle
7. Dimensions/Shape: 44' x 100' Rectangle with full basement
8. Building Square Footage: 4,400 sq. ft.
9. Parking Lot : Yes
10. Roof Material: Wood Frame/Asphalt Shingle
11. Site Utilities:
    a. Electricity Service Type: 200 amp
    b. Heating System: N/A
    c. Water: Well
    d. Septic
12. Site Facilities:
    a. Handicap Access: Yes
    b. Restrooms: Yes/Employees
    c. Security Type: National
    d. Fire Detection: Fire-Lite Alarms

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EXHIBIT C
CAMP STORE ESSENTIALS

1 Air Mattresses
2 Aluminum Foil
3 Bacon
4 Bagels
5 Batteries
6 Blankets
7 Board Games
8 Bottled Water
9 Bug Spray
10 Bungee Cords
11 Butter
12 Charcoal
13 Charcoal Grill
14 Coffee
15 Comb/Hairbrush
16 Coolers
17 Cream
18 Cups
19 Deli Meats
20 Disposable Razors
21 Eggs
22 English Muffins
23 *Fire Wood
24 Flashlights
25 Fresh Produce: Corn on the Cob, Lettuce, Tomatoes, etc.
26 Grilling Utensils
27 Hamburger Buns
28 Hamburgers
29 Hot Dog Buns
30 Hot Dogs
31 Ice
32 Ice Cream Products
33 Marshmallows
34 Milk
35 Napkins
36 Paper Plates
37 Paper Towel
38 Plastic Utensils
39 Salt/Pepper
40 Shampoo
41 Shaving Cream
42 Sliced Bread
43 Soap
44 Starter Fluid
45 Sugar
46 Sweatshirts
47 Tarps
48 Tent Supplies
49 Tent(s)
50 Toilet Paper
51 Toothbrushes
52 Toothpaste
53 Towels
54 Umbrellas
55 Various Bagged Chips
56 Various Basic First Aid Supplies
57 Various Beach Toys
58 Various Condiments: Ketchup, Mustard, Relish, etc.
59 Various Fishing Supplies

***FIRE WOOD MUST BE KILN DRIED WOOD OR RI HARVESTED**

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EXHIBIT D
PAYMENT SCHEDULE

Year	Bid Amount	Payment Amount and Due Date			
2015	$ TBD	**5/15/2015** $TBD	**7/15/2015** $ TBD	**8/15/2015** $ TBD	**9/30/2015** $ TBD
2016	$ TBD	**5/15/2016** $ TBD	**7/15/2016** $ TBD	**8/15/2016** $ TBD	**5/31/2016** $ TBD
Checks Payable To:		State of Rhode Island	State of Rhode Island	State of Rhode Island	As Directed by the Division

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on this

_____ day of _____, _____.

STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,

DIVISION OF PARKS AND RECREATION

By: _____ _____

Division Signature Date

Printed Name: _____

Title: _____

Concessionaire

By: _____ _____

Signature Date

Printed Name: _____

Title: _____

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Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

SURETY REQUIREMENTS

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

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.

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.

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.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

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.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administrtion
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.