



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

BID SPECIFICATIONS-7550272
BEACH CLEANING SERVICES FOR RI STATE BEACHES

INSTRUCTIONS AND NOTIFICATIONS

1. Vendors are advised to review all sections of this solicitation and the draft agreement 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 Solicitation, 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considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.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. It is intended that an award pursuant to this Solicitation will be made to one or more vendors, who will assume responsibility for all aspects of the work. Joint ventures will be considered, so long as the VENDOR'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.
6. All proposals should include the vendor's FEIN or Social Security number as evidenced by a State of RI W-9 Form, downloadable from the Division's website at www.purchasing.ri.gov.
7. 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



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do so from the Rhode Island Secretary of State. *This is a requirement only of the successful vendor(s).*

8. Vendors are advised that all materials submitted to the State for consideration in response to this solicitation 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.
9. 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.
10. 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 solicitation.
11. 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.
12. The solicitation is intended to be as descriptive as possible. However, VENDORS may not take advantage of omission or oversights in this document. VENDORS must supply products and services that meet or exceed the requirements of this solicitation.

B. 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 solicitation in order to be deemed responsive.



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2. Proposals that fail to address all of the requirements contained in this solicitation will be rejected without further evaluation.
3. Qualified proposals will be evaluated according to the following criteria:
 - a. Bid Proposal
 - b. Financial Good Standing with the STATE.
 - c. Business Summary
 - d. Experience in providing beach cleaning services.

C. PROPOSAL DOCUMENTS REQUIRED

1. The following documents and forms must accompany each proposal:
 - a. **RIVIP Generated Bidder Certification Form.** This is to be used as the first three (3) pages of the RFP. This form must be fully completed and signed by an authorized officer of the vendor. RIVIP registration is required to download the RIVIP Certification Form.
 - b. **W-9 Form.** This form must be fully completed and signed.
 - c. **Business Summary Form.** Two (2) page form designated as Attachment A.
 - d. **Reference and Similar Projects Experience Form.** One (1) page form designated as Attachment B.
 - e. **Request for Quote Form.** Two (2) page form.

D. PROPOSAL SUBMISSION

1. VENDORS are directed to submit proposals as a paper document in a sealed and marked envelope.
2. Proposals misdirected to other State Agencies or locations or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause will



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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. PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED.

3. VENDORS are encouraged to submit written questions to the Division of Purchases. No other contact with State parties regarding the solicitation will be permitted unless expressly authorized by the Division of Purchases.
4. Responses should be mailed or hand-delivered by the submission deadline in a sealed envelope marked, on the outside of the envelope: **Solicitation #7550272, BEACH CLEANING SERVICES FOR RI STATE BEACH LOCATIONS** and the opening date and time to:

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

5. Interested VENDORS may submit proposals to provide the services covered by this solicitation on or before the date and time listed. 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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OVERVIEW

E. INTRODUCTION

1. The Division of Parks and Recreation (“DIVISION”) is seeking proposals from qualified VENDORS to provide beach cleaning services at the locations listed in Exhibit A. The VENDOR will provide at his own expense and risk, all labor, materials, tools, equipment, transportation, hauling, dumping and incidentals necessary to perform beach cleaning services directed herein.
2. This solicitation does not commit the DIVISION to award a contract. No other party, including any VENDOR, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the DIVISION, do not meet the requirements listed in this solicitation will not be reviewed. Any response to this solicitation 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 agreement “AGREEMENT” will begin **May 13, 2016** and end **September 7, 2020**.
4. This solicitation is not a Disk-Based Solicitation.

F. PERSONNEL

1. The VENDOR will be responsible for hiring and maintaining properly trained and experienced personnel to conduct the beach cleaning services. The VENDOR 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.



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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 suitable means of identification.
5. The VENDOR will prohibit smoking by its employees while working on state property.
6. In accordance with Executive Order No. 91-14, employees of the VENDOR will not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol.
7. Employees hired by the VENDOR are representing not only the VENDOR, but also the DIVISION and as such, the VENDOR will ensure that all employees refrain from offensive and inappropriate conduct or language.
8. The VENDOR will provide continuing training and evaluation of all employees assigned to the VENDOR's business operations under the signed AGREEMENT to ensure consistent, efficient and satisfactory performance.

G. BEACH CLEANING – MATERIALS AND EXECUTION

1. **CLEANING SCHEDULE**
 - a. The VENDOR will accomplish all beach cleaning services required under the AGREEMENT per Exhibit B.
 - b. The VENDOR will conduct the work at all times in a manner so as not to interfere with pedestrian traffic or vehicular traffic.
 - c. Personal items found on the beach will be brought to the attention of the DIVISION.
 - d. The VENDOR will be responsible for assuring that beaches are in a safe and clean condition at all times and will report to the DIVISION any conditions which might require DIVISION action.



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2. TRASH PICKUP
 - a. The VENDOR will be responsible for the removal of all debris and litter from all areas, including but not limited to, the beach(s), boardwalks, bathhouse, gazebos, roadsides, guardrails, lifeguard chairs and all grass and paved parking areas.
 - b. The VENDOR will be responsible for the removal of seaweed including the wrack line (the area where items from the sea are deposited on the shore between high and low tides). Proper disposal of seaweed will be the VENDOR's responsibility.
 - c. All debris, trash and seaweed collected from the beach and surrounding areas must be removed from STATE property and properly disposed of by the VENDOR, at its own expense.
3. MACHINE RAKING
 - a. The VENDOR is responsible for the removal of all debris, litter and seaweed from the beach prior to machine raking. Seaweed, litter and debris cannot be buried in the sand.
 - b. The VENDOR is required to mechanically rake, level and smooth the entire length and width of the designated beach areas. Multiple passes may be required in order to provide a smooth and cleaned combed appearance to the beach.
4. EQUIPMENT
 - a. The VENDOR will provide and maintain the vehicles and equipment necessary to perform the beach cleaning services. All such vehicles and equipment will be kept well maintained, free of damages and in safe operating condition at all times.
 - b. The storage of any equipment or vehicles on STATE property is strictly prohibited.



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EXHIBIT A
BEACH LOCATIONS

LOCATION	ADDRESS	BEACH LENGTH
Charlestown Breachway State Beach	Charlestown Beach Road, Charlestown, RI 02813	1,000'
East Matunuck State Beach	Succotash Road, South Kingstown, RI 02881	2,100'
Misquamicut State Beach	257 Atlantic Avenue, Westerly, RI 02891	2,640'
Roger Wheeler State Beach	Sand Hill Cove Road, Narraganset, RI 02882	1,650'
Salty Brine State Beach	Great Island Road, Narraganset, RI 02882	200'
Scarborough North & South State Beach	Ocean Road, Narraganset, RI 02882	4,625'

NOTE: The measurements contained herein are an approximation. The **VENDOR** will be responsible for actual measurement of beach area(s).



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**EXHIBIT B
 BEACH CLEANING SCHEDULE**

TRASH PICKUP (All Locations):		
Seven (7) Days Per Week	5/13/2016 – 9/5/2016	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/12/2017 – 9/4/2017	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/11/2018 – 9/3/2018	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/10/2019 – 9/2/2019	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/8/2020 – 9/7/2020	6:00 PM – 11:00 PM

MACHINE RAKING & TRASH PICKUP (All Locations):		
Seven (7) Days Per Week	5/13/2016 – 9/5/2016	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/12/2017 – 9/4/2017	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/11/2018 – 9/3/2018	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/10/2019 – 9/2/2019	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/8/2020 – 9/7/2020	5:00 AM – 8:30 AM
*Exception:	Roger Wheeler State Beach	7:00 AM – 8:30 AM

NOTE: The beach cleaning schedule may be altered by the DIVISION due to weather, climatic conditions or any other unavoidable situation that may prevent the VENDOR from performing the work. The VENDOR will only be paid for the days worked.

**ATTACHMENT A
BUSINESS SUMMARY FORM**

Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Tel No: _____ Email Address: _____

Individual Authorized to Negotiate and Contractually Bind Company:

Name: _____

Title: _____

Tel No: _____ Email Address: _____

Individual Responsible for Administering this Agreement:

Name: _____

Title: _____

Tel No: _____ Email Address: _____

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

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).

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

**ATTACHMENT B
REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM**

VENDOR NAME: _____

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Tel Number:		Fax Number:
Email Address:		
Project Name:		
Brief Description of Project:		

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Tel Number:		Fax Number:
Email Address:		
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Point of Contact:		Dates of Work:
Tel Number:		Fax Number:
Email Address:		
Project Name:		
Brief Description of Project:		

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

LANDSCAPING AND MAINTENACE SERVICES AGREEMENT

SECTION 1. RECITALS

- A. THIS 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 Vendor ("VENDOR").
- B. The DIVISION has determined that a clean beach serves a legitimate public purpose and it is an essential component in the DIVISION's goal of increasing tourism.
- C. The DIVISION advertised for proposal for VENDOR to provide beach cleaning services at various beach locations.
- D. The VENDOR'S proposal was deemed to be responsive and the best proposal received as a result of the Solicitation type.
- E. The VENDOR agreed to accept responsibility of providing beach cleaning services at a DIVISION facility and/or facilities.
- F. The VENDOR 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 VENDOR 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 May 13, 2016 and end September 7, 2020.

SECTION 3. FEES AND PAYMENTS

A. COMPENSATION

1. The VENDOR will receive compensation for all services rendered under this AGREEMENT at the rates set forth in Attachment C Pricing Submission Form submitted by the VENDOR, dated Enter Date and included in this AGREEMENT as Exhibit D.

B. PAYMENT OF COMPENSATION

1. Payment for completed work will be made on a monthly basis.
2. The VENDOR must submit an invoice for services performed. The invoice must include the location(s) name and the date(s) of service.
3. A Maintenance Form, Exhibit C, must be signed by the location Manager and submitted with the VENDOR's invoice for payment to be processed.
4. In the event a portion of an invoice submitted to the DIVISION for payment is disputed, payment for the disputed amount may be withheld pending resolution of the dispute and the remainder of the invoice(s) will be processed for payment without regard to that portion which is in dispute.
5. If inclement weather or any other unavoidable condition prevents the VENDOR from performing the work on a scheduled date, the VENDOR will report such to the DIVISION. The VENDOR will make up the missed work days in accordance with the directions given by the DIVISION. No additional compensation will be allowed for such extension or for corrective work undertaken.
6. In the event any make-up work is impracticable and cannot be performed, the VENDOR will not be paid for any such non-performance or incomplete work. Payment for the work will be prorated and the VENDOR will be paid only for the days worked.

SECTION 4. VENDOR RESPONSIBILITIES

A. PERSONNEL

1. The VENDOR will be responsible for hiring and maintaining properly trained and experienced personnel to conduct the beach cleaning services. The VENDOR 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 suitable means of identification.
5. The VENDOR will prohibit smoking by its employees while working on state property.
6. In accordance with Executive Order No. 91-14, employees of the VENDOR will not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol.
7. Employees hired by the VENDOR are representing not only the VENDOR but also the DIVISION and as such, the VENDOR will ensure that all employees abstain from offensive and inappropriate conduct or language.
8. The VENDOR will provide continuing training and evaluation of all employees assigned to the VENDOR's business operations under the signed AGREEMENT to ensure consistent, efficient and satisfactory performance.

B. BEACH CLEANING -- MATERIALS AND EXECUTION

1. CLEANING SCHEDULE

- a. The VENDOR will accomplish all beach cleaning services required under the AGREEMENT per Exhibit B.
- b. The VENDOR will conduct the work at all times in a manner so as not to interfere with pedestrian traffic or vehicular traffic.
- c. Personal items found on the beach will be brought to the attention of the DIVISION.
- d. The VENDOR will be responsible for assuring that beaches are in a safe and clean condition at all times, and will report to the DIVISION any conditions which might require DIVISION action.

2. TRASH PICKUP

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- c. All debris, trash and seaweed collected from the beach and surrounding areas must be removed from STATE property and properly disposed of by the VENDOR, at its own expense.

3. MACHINE RAKING

- a. The VENDOR is responsible for the removal of all debris, litter and seaweed from the beach prior to machine raking. Seaweed, litter and debris cannot be buried in the sand.
- b. The VENDOR is required to mechanically rake, level and smooth the entire length and width of the designated beach areas. Multiple passes may be required in order to provide a smooth and cleaned combed appearance to the beach.

4. EQUIPMENT

- a. The VENDOR will provide and maintain the vehicles and equipment necessary to perform the beach cleaning services. All such vehicles and equipment will be kept well maintained, free of damages and in safe operating condition at all times.
- b. The storage of any equipment or vehicles on STATE property is strictly prohibited.

SECTION 5. INSURANCE REQUIREMENTS

- A. The VENDOR 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 VENDOR 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. VENDOR 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 VENDOR 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 VENDOR'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 VENDOR's activities under the contract.
9. The insurance required through a policy or endorsement will include:
 - a. A waiver of subrogation waiving any right to recover the insurance company may have against the State, its agencies, officers and employees.
 - b. A provision that VENDOR'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 VENDOR's insurance and will not contribute.
 - c. There will be no cancellation, material change, potential exhaustion of aggregate limits or nonrenewal without 30 days written notice from the VENDOR 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 VENDOR will pay all deductibles, self-insured retentions and/ or self-insurance included hereunder.

- f. The VENDOR 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 provide services established in this signed AGREEMENT when due and such failure is not cured within five (5) days after written notice by the DIVISION.
 - b. Cancellation of insurance without DIVISION consent and not reestablished promptly after written notice by the DIVISION.
 - c. Bankruptcy or insolvency of the VENDOR for which no notice of opportunity to cure will be given by the State.
 - d. Any unapproved transfers without written permission of the DIVISION.
 - e. Failure of the VENDOR to open to the public for business in a timely manner.
 - f. If the DIVISION discovers the VENDOR made a material misrepresentation to the DIVISION that induced the DIVISION to enter into this signed AGREEMENT.
 - g. Failure of VENDOR 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 VENDOR's right to cure, the DIVISION may terminate this AGREEMENT and VENDOR's right to possession immediately upon the occurrence of a default. Notice of termination may be given before or within the applicable time to cure.
2. The DIVISION may cancel and terminate this AGREEMENT with or without process of the law and without liability.
3. The VENDOR 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 VENDOR's failure to perform its obligations.

SECTION 7. MISCELLANEOUS PROVISIONS

A. RIGHTS NOT EXCLUSIVE

1. The VENDOR understands and agrees that its right to conduct landscaping and maintenance 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 VENDOR 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 VENDOR.
 - a. The DIVISION will provide the VENDOR written notice and an opportunity to cure prior to undertaking any maintenance or repairs for which the VENDOR is responsible.
 - b. The VENDOR 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 VENDOR 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. 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 VENDOR.
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 VENDOR 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 VENDOR will not be grounds for excusing the VENDOR's obligations to the DIVISION during the term of this AGREEMENT.

E. INDEPENDENT CONTRACTOR

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

F. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

1. The VENDOR 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 VENDOR for review by the State Equal Opportunity Office.
3. VENDOR'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 but not limited to suspension.

G. FORCE MAJEURE

1. Neither the DIVISION nor the VENDOR 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.

H. INDEMNIFICATION

1. To the full extent of Rhode Island law, the VENDOR 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 VENDOR, 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 VENDOR's obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee.
3. The VENDOR 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 VENDOR, its agents or employees.
4. The VENDOR's duties under this section will remain fully in effect and binding in accordance with the terms and conditions of this AGREEMENT, without being lessened or compromised in any way, even when the VENDOR 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.

I. 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 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 and 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 VENDOR 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.

J. 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 VENDOR attached to the original of the AGREEMENT.

K. TIME OF THE ESSENCE

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

L. INCORPORATION OF DOCUMENTS

1. 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 where 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.

Draft Agreement

**EXHIBIT A
BEACH LOCATIONS**

LOCATION	ADDRESS	BEACH LENGTH
Charlestown Breachway State Beach	Charlestown Beach Road, Charlestown, RI 02813	1,000'
East Matunuck State Beach	Succotash Road, South Kingstown, RI 02881	2,100'
Misquamicut State Beach	257 Atlantic Avenue, Westerly, RI 02891	2,640'
Roger Wheeler State Beach	Sand Hill Cove Road, Narraganset, RI 02882	1,650'
Salty Brine State Beach	Great Island Road, Narraganset, RI 02882	200'
Scarborough North & South State Beach	Ocean Road, Narraganset, RI 02882	4,625'

NOTE: The measurements contained herein are an approximation. The **VENDOR** will be responsible for actual measurement of beach area(s).

Draft Agreement

**EXHIBIT B
BEACH CLEANING SCHEDULE**

TRASH PICKUP (All Locations):		
Seven (7) Days Per Week	5/13/2016 – 9/5/2016	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/12/2017 – 9/4/2017	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/11/2018 – 9/3/2018	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/10/2019 – 9/2/2019	6:00 PM – 11:00 PM
Seven (7) Days Per Week	5/8/2020 – 9/7/2020	6:00 PM – 11:00 PM

MACHINE CLEANING (All Locations):		
Seven (7) Days Per Week	5/13/2016 – 9/5/2016	6:00 AM – 8:30 AM
Seven (7) Days Per Week	5/12/2017 – 9/4/2017	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/11/2018 – 9/3/2018	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/10/2019 – 9/2/2019	5:00 AM – 8:30 AM
Seven (7) Days Per Week	5/8/2020 – 9/7/2020	5:00 AM – 8:30 AM
*Exception:	Roger Wheeler State Beach	7:00 AM – 8:30 AM

NOTE: The beach cleaning schedule may be altered by the DIVISION due to weather, climatic conditions or any other unavoidable situation that may prevent the VENDOR from performing the work. The VENDOR will only be paid for the days worked.

EXHIBIT C
MAINTENANCE WORKSHEET

	LOCATION	DAY OF WEEK	DATE	# AREAS COMPLETED
1			/ /	
2			/ /	
3			/ /	
4			/ /	
5			/ /	
6			/ /	
7			/ /	
8			/ /	
9			/ /	
10			/ /	
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12			/ /	
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24			/ /	
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26			/ /	

Draft Agreement

**EXHIBIT D
PRICING SUBMISSION FORM
[To Be Inserted]**

Draft Agreement

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: _____

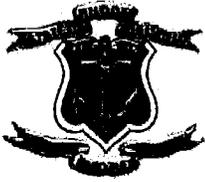
Enter Vendor

By: _____
Signature Date

Printed Name: _____

Title: _____

Draft Agreement



Request for Quote

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

BUYER: Cadoret, David
PHONE #: N/A

CREATION DATE : 10-FEB-16
BID NUMBER: 7550272
TITLE: RHODE ISLAND STATE BEACH CLEANING
CONTRACT

BLANKET START : 01-APR-16
BLANKET END : 30-SEP-20
BID CLOSING DATE AND TIME: 04-MAR-2016 10:00:00

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ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
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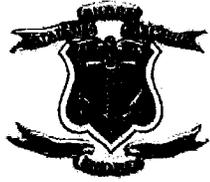
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DEM DIV OF PARKS AND RECREATION
1100 TOWER HILL ROAD
NORTH KINGSTOWN, RI 02852
US

Requisition Number:

Note to Bidders: Questions concerning this solicitation may be e-mailed to the Division of Purchases at doa.purbidinfo@purchasing.ri.gov no later than February 22, 2016 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.

Line	Description	Quantity	Unit	Unit Price	Total
1	2016 - CHARLESTON BREACHWAY STATE BEACH CLEANING CONTRACT - 5/13/2016 THRU 9/5/2016	116.00	Each		
2	2017 - CHARLESTON BREACHWAY STATE BEACH CLEANING CONTRACT - 5/12/2017 THRU 9/4/2017	116.00	Each		
3	2018 - CHARLESTON BREACHWAY STATE BEACH CLEANING CONTRACT - 5/11/2018 THRU 9/3/2018	116.00	Each		
4	2019 - CHARLESTON BREACHWAY STATE BEACH CLEANING CONTRACT - 5/10/2019 THRU 9/2/2019	116.00	Each		
5	2020 - CHARLESTON BREACHWAY STATE BEACH CLEANING CONTRACT - 5/8/2020 THRU 9/7/2020	123.00	Each		
6	2016 - EAST MATUNUCK STATE BEACH CLEANING CONTRACT - 5/13/2016 THRU 9/5/2016	116.00	Each		
7	2017 - EAST MATUNUCK STATE BEACH CLEANING CONTRACT - 5/12/2017 THRU 9/4/2017	116.00	Each		
8	2018 - EAST MATUNUCK STATE BEACH CLEANING CONTRACT - 5/11/2018 THRU 9/3/2018	116.00	Each		
9	2019 - EAST MATUNUCK STATE BEACH CLEANING CONTRACT - 5/10/2019 THRU 9/2/2019	116.00	Each		
10	2020 - EAST MATUNUCK STATE BEACH CLEANING CONTRACT - 5/8/2020 THRU 9/7/2020	123.00	Each		
11	2016 - MISQUAMICUT STATE BEACH CLEANING CONTRACT - 5/13/2016 THRU 9/5/2016	116.00	Each		
12	2017 - MISQUAMICUT STATE BEACH CLEANING CONTRACT - 5/12/2017 THRU 9/4/2017	116.00	Each		
13	2018 - MISQUAMICUT STATE BEACH CLEANING	116.00	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



Request for Quote

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

BUYER: Cadoret, David
 PHONE #: N/A

CREATION DATE : 10-FEB-16
 BID NUMBER: 7550272
 TITLE: RHODE ISLAND STATE BEACH CLEANING CONTRACT
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 DOA CONTROLLER
 ONE CAPITOL HILL, 4TH FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
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 DEM DIV OF PARKS AND RECREATION
 1100 TOWER HILL ROAD
 NORTH KINGSTOWN, RI 02852
 US

Requisition Number:

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Line	Description	Quantity	Unit	Unit Price	Total
	CONTRACT - 5/11/2018 THRU 9/3/2018				
14	2019 - MISQUAMICUT STATE BEACH CLEANING CONTRACT - 5/10/2019 THRU 9/2/2019	116.00	Each		
15	2020 - MISQUAMICUT STATE BEACH CLEANING CONTRACT - 5/8/2020 THRU 9/7/2020	123.00	Each		
16	2016 - ROGER WHEELER STATE BEACH & SALTY BRINE STATE BEACH CLEANING CONTRACT - 5/13/2016 THRU 9/5/2016	116.00	Each		
17	2017 - ROGER WHEELER STATE BEACH & SALTY BRINE STATE BEACH CLEANING CONTRACT - 5/12/2017 THRU 9/4/2017	116.00	Each		
18	2018 - ROGER WHEELER STATE BEACH & SALTY BRINE STATE BEACH CLEANING CONTRACT - 5/11/2018 THRU 9/3/2018	116.00	Each		
19	2019 - ROGER WHEELER STATE BEACH & SALTY BRINE STATE BEACH CLEANING CONTRACT - 5/10/2019 THRU 9/2/2019	116.00	Each		
20	2020 - ROGER WHEELER STATE BEACH & SALTY BRINE STATE BEACH CLEANING CONTRACT - 5/8/2020 THRU 9/7/2020	123.00	Each		
21	2016 - SCARBOROUGH NORTH & SOUTH STATE BEACH CLEANING CONTRACT - 5/13/2016 THRU 9/5/2016	116.00	Each		
22	2017 - SCARBOROUGH NORTH & SOUTH STATE BEACH CLEANING CONTRACT - 5/12/2017 THRU 9/4/2017	116.00	Each		
23	2018 - SCARBOROUGH NORTH & SOUTH STATE BEACH CLEANING CONTRACT - 5/11/2018 THRU 9/3/2018	116.00	Each		
24	2019 - SCARBOROUGH NORTH & SOUTH STATE BEACH CLEANING CONTRACT - 5/10/2019 THRU 9/2/2019	116.00	Each		
25	2020 - SCARBOROUGH NORTH & SOUTH STATE BEACH CLEANING CONTRACT - 5/8/2020 THRU 9/7/2020	123.00	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

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

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.

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 Administration
- 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.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

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.

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.