

BID SOLICITATION



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

BUYER: JEROME MOYNIHAN
PHONE #: (401) 222 - 2142 ext. 119
BLANKET PERIOD: 4/1/04 - 10/1/08

BID NUMBER: B02711
TITLE: CONCESSION SVCS-STATE PARKS
BID OPENING DATE AND TIME:
10/30/2003 1:40 PM

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O** ENVIRONMENTAL MANAGEMENT
DEM DIV OF PARKS AND RECREATION
2321 HARTFORD AVENUE
JOHNSTON RI 02919

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

Requisition Number(s): R74B035367

Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>BLANKET REQUIREMENTS: 4/1/04 - 10/01/08</p> <p>THERE WILL BE PRE-BID CONFERENCES ON OCTOBER 21 AND OCTOBER 22. TIME VARIES. SPECIFIC DATES/TIMES FOR EACH PARK (SEE ATTACHED SPECIFICATIONS)</p>				

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.

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

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>CONCESSIONAIRE [S] IS REQUESTED FOR THE OPERATION OF THE FOOD AND SUNDRY CONCESSIONS AT TEN [10] DEM PARKS & RECREATION STATE PARK & BEACH LOCATIONS AS PER THE ATTACHED 52 PAGE SPECIFICATION DOCUMENT.</p> <p>THE CONCESSION PERIOD FOR ALL TEN CONCESSIONS IS FIVE YEARS BEGINNING IN THE SPRING OF 2004 AND ENDING IN THE FALL OF 2008. (APRIL 1, 2004 - OCTOBER 1, 2008)</p> <p>A PRE-BID CONFERENCE AND SITE MEETING IS SCHEDULED FOR EACH LOCATION AS OUTLINED IN THE ATTACHED SPECIFICATION DOCUMENT. IT IS NOT A MANDATORY PRE-BID.</p>				

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>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.</p>				

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	<p>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:</p> <ul style="list-style-type: none"> * 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. <p>CONTACT: STEVEN T. WRIGHT AT 401-222-2632 FOR ANY ADDITIONAL INFORMATION.</p>				

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Item	Class-Item	Quantity	Unit	Unit Price	Total
	VENDORS MAY BID ON ALL, ONE, OR SOME OF THE LOCATIONS. BID PRICES ARE TO REMAIN CONSTANT FOR THE MAXIMUM FIVE (5) YEAR CONTRACT TERM. CONTRACTS WILL NOT BE ISSUED TO VENDORS OFFERING LESS THAN THE MINIMUM BID REQUIREMENT.				
1.0	961-15 LINCOLN WOODS	1.00	ANNUAL	_____	_____
2.0	961-15 HAINES MEMORIAL PARK	1.00	ANNUAL	_____	_____
3.0	961-15 COLT STATE PARK	1.00	ANNUAL	_____	_____
4.0	961-15 BRENTON POINT STATE PARK	1.00	ANNUAL	_____	_____
5.0	961-15 FORT ADAMS STATE PARK	1.00	ANNUAL	_____	_____
6.0	961-15 GODDARD MEMORIAL STATE PARK	1.00	ANNUAL	_____	_____
7.0	961-15 SCARBOROUGH STATE BEACH	1.00	ANNUAL	_____	_____

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Item	Class-Item	Quantity	Unit	Unit Price	Total
8.0	961-15 ROGER WHEELER STATE BEACH	1.00	ANNUAL		
9.0	961-15 EAST MATUNUCK STATE BEACH	1.00	ANNUAL		
10.0	961-15 MISQUAMICUT STATE BEACH	1.00	ANNUAL		
				TOTAL:	

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

**Terms and Conditions for
Ten [10] DEM Parks & Recreation Concession Operations**

Concessionaire [s] is requested for the **operation of the food and sundry concession** [s] at ten [10] DEM Parks & Recreation State Park and Beach Areas as per the attached fifty two [52] page specifications. The concession period for all ten [10] concessions is *five [5] years beginning in the spring of 2004 and ending in the fall of 2008*. There are different operating seasons for the concessions listed along with different terms & conditions for each.

The concessions must be bid individually, however there is no minimum or maximum number of concessions to be bid.

During the term of these contracts, the State of Rhode Island may increase the user fees; entrance, golf, picnic, camping etc. which may have an impact on the attendance at the State's Parks and Beaches.

During the term of these contracts, the State of Rhode Island may experience bathing water quality issues with temporary bathing restrictions or closures which may have an impact on the attendance at the State's Parks and Beaches.

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

1. A detailed statement of qualifications and experience based on the operation of a food/sundry concession. Bidder must provide proof of experience in the operation of a food/sundry concession business.
2. Three [3] reference letters outlying concessionaire history related to the operation of a food/sundry concession including reference names & telephone contact numbers for follow-up questions.

A pre bid conference/site inspection meeting will be held at the following locations and times. Depending on the time of day, weather and business generated it may not be possible to inspect the interior of all concession facilities. You can obtain directions to any one of the locations by visiting our web site www.riparks.com and clicking on the DIRECTIONS button or call 401-222-2632.

Contact: Steven T. Wright at 401-222-2632 for any additional information.

1. **Lincoln Woods State Park, Lincoln, RI**
Food & Sundry Concession, *Meet at Lincoln Woods Beach Pavilion*
Tuesday October 21, 2003 9:00 AM
Pages 30-34
2. **Haines Memorial State Park, East Providence, RI**
Portable Food Concession, *Meet at intersection of East Bay Bike Path & Haines*
Tuesday October 21, 2003 10:30 AM
Pages 26-29
3. **Colt State Park, Bristol, RI**
Roving Food Concession, *Meet at intersection of East Bay Bike Path & Colt*
Tuesday October 21, 2003 12:00 PM
Pages 7-10
4. **Brenton Point State Park, Newport, RI**
Portable Food & Sundry Concession, *Meet at Rest Room Building*
Tuesday October 21, 2003 2:00 PM
Pages 3-6
5. **Fort Adams State Park, Newport, RI**
Food & Sundry Concession, *Meet at the Mule Barn at the beach*
Tuesday October 21, 2003 3:00 PM
Pages 16-20
6. **Goddard Memorial State Park, Warwick, RI**
Food & Golf Course Club House Concession, *Meet at the Golf Course Clubhouse*
Wednesday October 22, 2003 9:00 AM
Pages 21-25
7. **Scarborough State Beach Food & Sundry, Narragansett, RI**
Food and Sundry Concession, *Meet at Scarborough North Concession Building*
Wednesday October 22, 2003 11:00 AM
Pages 48-52
8. **Roger Wheeler State Beach, Narragansett, RI**
Food & Sundry Concession, *Meet at the pavilion*
Wednesday October 22, 2003 12:30 PM
Pages 43-47
9. **East Matunuck State Beach, South Kingstown, RI**
Food & Sundry Concession, *Meet at the pavilion*
Wednesday October 22, 2003 2:00 PM
Pages 11-15
10. **Misquamicut State Beach, Westerly, RI**
Food & Sundry Concession, *Meet at the pavilion*
Wednesday October 22, 2003 3:30 PM
Pages 35-42

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

**Terms and Conditions for
Ten [10] DEM Parks & Recreation Concession Operations**

***Brenton Point State Park, Newport, RI**

1. A Concessionaire is requested to operate a *portable food and sundry concession* at **Brenton Point State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. This concession will be ***self-contained only*** with no utilities supplied by the Department. The nature of the food and sundry service at the time of bid shall be restricted to food, beverages, kites and banners. Any and all other considerations shall be submitted separately according to sub-concessionaire provisions within this contract. The concession period is for **Five Years**, May 1st 2004 through September 30, 2008.
2. A **minimum bid of \$7,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will **automatically terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public seven [7] days a week from ten [10] A.M. each day until six [6] P.M. during the period from May 1st, 2004 through Labor Day 2008. [Columbus Day for Kite Concession] Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his

* Brenton Point State Park

authorized representative.

5. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
6. The Concessionaire and his employee [s] shall park their vehicles on the paved area of the parking lot or areas designated by the Department representative. No vehicles shall be parked on turf areas.
7. The approved exact locations of the portable concession [s] will be outlined at the pre-bid conference prior to bidding. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management. Locations for this concession are: one stationary location on concrete pad on lawn in front of Rest Room Building, two roving and or stationary locations along parking area, one near each entrance.
8. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
9. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
10. Soft beverages will be dispensed only in paper cups in order to eliminate the danger of broken bottles.
11. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area of 50 feet radius around the concession, whether the same is left by patrons of the concession or others.
12. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession.
13. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
14. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.

* Brenton Point State Park

15. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
16. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
17. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured.*** All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
18. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire in which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state park as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
19. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these regulations have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.

* Brenton Point State Park

20. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
21. Vending Machines will not be allowed within this contract.
22. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.
23. The concession vehicles or carts shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and removed from State Property at all other times.

END FOR BRENTON POINT STATE PARK

* Brenton Point State Park

Colt State Park, Bristol, RI

1. A Concessionaire is requested to operate *a roving concession* at **Colt State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. This concession is for self-contained vehicles or vendor carts only; no utilities will be supplied by the State of Rhode Island. The concession period is for **Five Years**, May 1st 2004 through September 30, 2008.
2. A **minimum bid of \$5,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the park is open from May 1st through September 30. Concession hours to be no earlier than dawn and no later than dusk each day. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and six [6] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative.
5. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
6. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
7. The approved exact parking/stopping locations of the motorized roving concessions or vendor carts will be outlined at the pre-bid conference prior to bidding. The roving concession shall be limited to three [3] vehicles or carts only. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management.

* Colt State Park

8. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
9. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
10. Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.
11. The concessionaire will be responsible to maintain the concession areas set-aside for the vending operation in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.
12. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession. The refuse generated from the concession operations shall be removed from State Property on a daily basis.
13. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
14. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.
15. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.

* Colt State Park

16. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
17. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
18. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.
19. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
20. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
21. Vending Machines will not be allowed within this contract.

* Colt State Park

22. The concession vehicles or carts shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and removed from State Property at all other times.
23. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.

END FOR COLT STATE PARK

* Colt State Park

East Matunuck State Beach, South Kingstown, RI

1. A Concessionaire is requested to operate a *food and sundry concession* at **East Matunuck State Beach** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, Memorial Day 2004 through Labor Day 2008.
2. A **minimum bid of \$10,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 each year*. The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract**.
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Beach is open. Concession hours to be nine [9] A.M. each day until six [6] P.M. during the period from approximately Memorial Day Weekend through Labor each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the area for business.
5. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
6. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
7. The concession with storage area is located within the beach pavilion. The concession business must be carried on from the area in the building set aside for this purpose.

* East Matunuck State Beach

8. The concessionaire will be allowed to establish one portable self-contained food/soda cart in the area specified within this contract. The cart must be removed at the end of each day and stored within the storage area of the building concession or off of State Property. No motorized equipment and or vehicles will be allowed for the portable satellite concession as part of this contract.
9. The approved exact location of the portable satellite concession will be outlined at the pre-bid conference prior to bidding. The location that will be permitted for use by the vendor is specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management. Satellite Concession location for this concession is: Concrete area between first and second parking lot.
10. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
11. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
12. Soft beverages will be dispensed only in paper cups in order to eliminate the danger of broken bottles.
13. The concessionaire will be responsible to maintain the concession area, the deck area immediately in front of the concession and the concrete pad area along with picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area of 50 feet radius around the concession, whether the same is left by patrons of the concession or others.
14. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession.
15. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
16. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.

* East Matunuck State Beach

17. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
18. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
19. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession.
20. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire in which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
21. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.
22. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.

* East Matunuck State Beach

23. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vendor services to participate in the special event.
24. Vending Machines will not be allowed within this contract.
25. The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.
26. The concession area has been supplied with a cooking hood, ansil system and three bay sink. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on a by-annual basis.
27. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.
28. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours specified within this contract and must be closed and vacated at all other times.
29. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.
30. The concessionaire must supply his/her own electricity.

* East Matunuck State Beach

31. Fire extinguishers have been provided in the building. Any extinguishers required by the building code will have to be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.
32. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.

END FOR EAST MATUNUCK STATE BEACH

* East Matunuck State Beach

Fort Adams State Park, Newport, RI

1. A Concessionaire is requested to operate a *food and sundry concession* at **Fort Adams State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, May 1st 2004 through September 30, 2008.
2. A **minimum bid of \$10,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payments for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Park/Beach is open. Concession hours to be nine [9] A.M. each day until six [6] P.M. during the period from approximately Memorial Day through September 30 each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the areas for business.
5. The concession consists of one concession area at the beach located within the Mule Barn Building, one roving concession and one portable satellite concession.
6. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.

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

* Fort Adams State Park

8. The concession with storage area is located within the mule barn. No other storage locations are available on the property. The concession business must be carried on from the areas in the building set aside for this purpose.
9. The approved exact parking/stopping location of the motorized roving concession and the location of the portable satellite concession will be outlined at the pre-bid conference prior to bidding. The roving concession will be limited to one vehicle only. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management.
10. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
11. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
12. Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.
13. The concessionaire will be responsible to maintain the concession areas, the deck area immediately in front of the concession and the concrete pad area along with picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.
14. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession. The refuse generated from the concession operations shall be removed from State Property on a daily basis or weekly by dumpster contract.
15. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
16. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state

and federal taxes.

* Fort Adams State Park

17. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
18. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
19. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
20. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.
21. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally***

insured. All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.

* Fort Adams State Park

22. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
23. Vending Machines will not be allowed within this contract.
24. The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.
25. The concession area has been supplied with a cooking hood, ansil system and three bay sink. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on an annual basis.
26. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.
27. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and vacated at all other times.
28. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.

29. The concessionaire must supply his/her own electricity and gas. The State of Rhode Island provides water as part of this contract.

* Fort Adams State Park

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

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

END FOR FORT ADAMS STATE PARK

* Fort Adams State Park

Goddard Memorial State Park, Warwick, RI

1. A Concessionaire is requested to operate *food and golf concessions* at **Goddard Memorial State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, April 1st 2004 through November 30, 2008.
2. A **minimum bid of \$10,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payments for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the golf course & beach are open. Concession hours for beach to be: [9 A.M. each day until six 6 PM & Golf: 7 A.M. each day until 7 P.M. The beach is open daily from approximately Memorial Day through Labor each year and Golf Course is open from April 1 through November 30 or the first snow of each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and six [6] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the areas for business.
5. The concessionaire will be responsible for the operation of the concession area at the beach facility bathhouse, one roving concession inside the park and the Golf Course Clubhouse. The Golf Course shall provide a food concession and golf merchandise and services limited to the sale of golf balls, tees, gloves, clothes, clubs, shoes and other golf related supplies. In addition; Club rental, club storage and cleaning, golf lessons, rental of hand operated golf carts and gasoline golf carts. The items sold may

be changed or added to by permission in writing from the Director of the Department of Environmental Management or his authorized representative.

* Goddard Memorial State Park

6. Rental of Gas Carts: The minimum age limit of 21 years of age along with a valid driver's license to rent and drive the gas carts must be required by the concessionaire. If the motorized golf carts cause sufficient damage to the course and the judgment of the Division representative is that continued use of the motorized golf carts would cause further damage, then the Division has the right to terminate the use of the carts. In addition, the Park Management has the right to delay the use of carts on any operating day to prevent damage to the Golf Course due to inclement weather conditions.
7. The Division representative has the right to close the golf course at any time if it is determined that playing conditions are unplayable due to weather.
8. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
9. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
10. The concessions with storage areas are located within the beach pavilion and the golf clubhouse. The concession business must be carried on from the areas in the building set aside for this purpose.
11. The approved exact parking/stopping locations of the motorized roving concessions will be outlined at the pre-bid conference prior to bidding. The roving concession shall be limited to two vehicles only. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management.
12. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
13. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
14. Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.
15. The concessionaire will be responsible to maintain the concession areas, deck areas immediately in front of the concession along with picnic tables specifically set aside for the vending operation in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire

in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.

* Goddard Memorial State Park

16. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession. The refuse generated from the concession operations shall be removed from State Property on a daily basis or weekly by dumpster contract.
17. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
18. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.
19. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
20. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
21. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.

* Goddard Memorial State Park

22. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.
23. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
24. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
25. Vending Machines will not be allowed within this contract.
26. The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.
27. The concession areas have been supplied with a cooking hood, ansil system and three bay sink. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on an annual basis.
28. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business

each year.

* Goddard Memorial State Park

29. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and vacated at all other times.
30. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.
31. The concessionaire must supply his/her own electricity and gas. The State of Rhode Island provides water as part of this contract.
32. Fire extinguishers have been provided in the building. Any extinguishers required by the building code will be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.
33. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.

END FOR GODDARD MEMORIAL STATE PARK

* Goddard Memorial State Park

Haines Memorial State Park, East Providence, RI

1. A Concessionaire is requested to operate a *portable concession* at **Haines Memorial State Park** at the location specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. This concession will be *self-contained only* with no utilities supplied by the Department. The concession period is for **Five Years**, May 1st 2004 through September 30, 2008.
2. A **minimum bid of \$500.00** payable by the Concessionaire will be required with payments due at signing of this contract this year and the 1st of May each year.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will **automatically terminate this contract**.
4. The concessionaire may render services to the visiting public weekend days from ten [10] A.M. each day until eight [8] P.M. during the period from May 1st through September 30. However, at the concessionaire's discretion services may be provided during weekdays throughout the timeframe of the contract. Under no condition will the concessionaire occupy the premises between the hours of eight [8:00] PM and six [6:00] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative.
5. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
6. The Concessionaire and his employee [s] shall park their vehicles in areas designated by the Department representative. No vehicles shall be parked on turf areas.
7. The approved exact locations of the portable concession [s] will be outlined at the pre-bid conference prior to bidding. The locations that will be permitted for use by the vendor are specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management. **Locations for this concession** are: [1] one stationary location on the south side of the intersection of the East Bay Bike Path and Narragansett Avenue.
8. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the refreshment, prices, what is sold

and any other factor affecting the public interest before the concession is opened.

9. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
* Haines Memorial State Park
10. Soft beverages will be dispensed only in paper cups in order to eliminate the danger of broken bottles.
11. Any containers, wrappers, cups, etc. sold with soft drinks, ice cream or other goods must be picked up at the expense of the concessionaire in any area of 50 feet radius around the concession, whether the same is left by patrons of the concession or others.
12. The concessionaire will be responsible to **provide a trash barrel** at the concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession.
13. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
14. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.
15. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and **exactly what products are to be sold during this contract**. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
16. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
17. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession.

* Haines Memorial State Park

18. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire in which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state park as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
19. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these regulations have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.
20. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as additionally insured.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
21. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
22. Vending Machines will not be allowed within this contract.

* Haines Memorial State Park

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

END FOR HAINES STATE PARK

* Haines Memorial State Park

Lincoln Woods State Beach, Lincoln, RI

1. A Concessionaire is requested to operate a *food and sundry concession* at **Lincoln Woods State Park** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, May 1st, 2004 through Labor Day 2008.
2. A **minimum bid of \$10,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 each year*. The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract**.
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Beach is open. Concession hours to be nine [9] A.M. each day until six [6] P.M. during the period from approximately May 1st through Labor each year. Closing times vary during the summer, up to and including 8:00 PM. Under no condition will the concessionaire occupy the premises between the hours of ten [10] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the area for business.
5. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.

6. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
7. The concession with storage area is located in the concession building within the beach complex. The concession business must be carried on from the area in the building set aside for this purpose.
* Lincoln Woods State Park
8. The concessionaire will be allowed to establish one portable self-contained food/soda cart in the area specified within this contract. The cart must be removed at the end of each day and stored within the storage area of the building concession or off of State Property. No motorized equipment and or vehicles will be allowed for the portable satellite concession as part of this contract.
9. The approved exact location of the portable satellite concession will be outlined at the pre-bid conference prior to bidding. The location that will be permitted for use by the vendor is specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management. Satellite Concession location for this concession is: Concrete area between first and second parking lot.
10. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
11. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
12. Soft beverages will be dispensed only in paper cups in order to eliminate the danger of broken bottles.
13. The concessionaire will be responsible to maintain the concession area, the deck area immediately in front of the concession and the concrete pad area along with picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area of 50 feet radius around the concession, whether the same is left by patrons of the concession or others.
14. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession.
15. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.

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

* Lincoln Woods State Park

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

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

19. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession.

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

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

* Lincoln Woods State Park

22. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
23. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other venter services to participate in the special event.
24. Vending Machines will not be allowed within this contract.
25. The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.
26. The concession area has been supplied with a cooking hood, ansil system and three bay sink. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on a by-annual basis.
27. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.
28. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours specified within this contract and must be closed and vacated at all other times.

* Lincoln Woods State Park

29. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.
30. The concessionaire must supply his/her own electricity & propane gas.
31. The concessionaire shall be responsible for the cleaning of the septic grease trap and louvers in the concession cupola at least once per year and shall notify the Park manager of the time and date of this work so that it can be inspected and recorded for park records.
32. Fire extinguishers have been provided in the building. Any extinguishers required by the building code will have to be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.
33. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.

END FOR LINCOLN WOODS STATE PARK

* Lincoln Woods State Park

Misquamicut State Beach, Westerly, RI

1. A Concessionaire is requested to operate a *food & Sundry concession* at **Misquamicut State Beach** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, Memorial Day 2004 through Labor Day 2008.
2. A **minimum bid of \$42,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payment for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Beach is open. Concession hours to be nine [9] A.M. each day until six [6] P.M. during the period, daily from Memorial Day through Labor each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the areas for business.
5. The food concession area located within the pavilion consists of one fully equipped kitchen as specified within this contract with **stringent requirements for opening and closing procedures. Failure to comply with these procedures will be cause for contract termination.** The sundry concession area consists of one room approximately 16' x 16' with a overhead rolling door located within First Aid/ Office Building on the pavilion at Misquamicut State Beach. No other storage or office

location for the operation of the sundry concession is available on the premises.

* Misquamicut State Beach Food & Sundry Concession

6. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
7. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
8. The concession with storage area is located within the beach pavilion. The concession business must be carried on from the areas in the building set aside for this purpose.
9. The concessionaire will be allowed to establish three portable self-contained food/soda carts in the area specified within this contract. The carts must be removed at the end of each day and stored within the storage area of the building concession or off of State Property. No motorized equipment and or vehicles will be allowed for the portable satellite concession as part of this contract.
10. The approved exact location of the portable satellite concession will be outlined at the pre-bid conference prior to bidding. The location that will be permitted for use by the vendor is specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management.
11. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
12. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
13. Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.
14. The concessionaire will be responsible to maintain the concession areas, the deck area immediately in front of the concession areas, eating areas along with picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.
15. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc.

used by the patrons of the concession. The refuse generated from the concession operations shall be removed from State Property on a daily basis or weekly by dumpster contract.

* Misquamicut State Beach Food & Sundry Concession

16. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
17. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.
18. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
19. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
20. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
21. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized

representative, upon giving five days written notice to the concessionaire.

* Misquamicut State Beach Food & Sundry Concession

22. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
23. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
24. Vending Machines will not be allowed within this contract.
25. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.
26. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and vacated at all other times.
27. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.

28. The concessionaire must supply his/her own electricity, gas and water.

* Misquamicut State Beach Food Concession

29. Fire extinguishers have been provided in the building. Any extinguishers required by the building code will be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.
30. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.
31. The concessionaire will be required to provide his/her own equipment, counters, shelving and racks etc. required for the operation of the sundry concession. All equipment and material must be moveable and not fixed or built into the concession without prior written permission from the Director of the Department of Environmental Management or his authorized representative.
32. The concessionaire shall be obligated to provide a reasonable space for a wall rack/floor rack for the Westerly Chamber of Commerce to display area flyers and handouts.
33. At this time there no communication conduit or wiring for a phone service and or credit card line. If required the concessionaire must provide this installation and service at his or her own expense.
- 34.** Any merchandise sold with a Misquamicut State Beach logo is subject to commission charges per item to the beach development fund in addition to the payments outlined in paragraph two [2]. These charges are to be 50% of the profit margin for each item sold. A running inventory of State Beach merchandise with wholesale and retail prices will be documented and monitored by the Regional Park Manager. It is the intention of the State to pursue trademark identification status for the Misquamicut State Beach logo in the future.

35. The concession has been supplied with a cooking hood, ansil system , three bay sink and a fully equipped operating kitchen. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment as per the attached opening and closing procedures within this document. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on an annual basis.

* Misquamicut State Beach Food & Sundry Concession

36. An Alarm Service for the food concession building is provided and paid for by the State of Rhode Island, DEM, Division of Parks and Recreation. In addition, an alarm service has been provided in the sundry concession building by the State of Rhode Island for security purposes. Access to the sundry building is available only during the normal operating hours of the beach. If access is required to this concession area outside of the normal operating hours of the beach, the concessionaire will be responsible to isolate the security services from the other components of the building and pay for the service

* Misquamicut State Beach Food & Sundry Concession

Opening of Misquamicut State Beach Concession Facility

1. Initial or renewal of all permits, State Department of Health, State department of Taxation.
2. Physical Examination of Facility Structure, check for obvious safety hazards and check for off-season intrusion, confirm doors, windows and other accesses have not been compromised. Insure all locksets are serviceable and extra keys are available.
3. Check lightning, power receptacles, and direct power connections to equipment and all work surfaces.
4. Check premises for occupation by vermin and insects, check power cords for evidence of gnawing.
5. Insure dry storage areas are clean and ready to receive goods, supplies and food.
6. Wash and scrub exposed surfaces.
7. Flush, sanitize orifices and test potable water, insure hot water heater maintain temperature.
8. Insure proper operation of all drains and check grease trap operation.
9. Wash and scrub all equipment with FDA approved cleaners or solutions.
10. Change in line water filters on Ice Machine, beverage machines and coffee maker.
11. On refrigerators and freezers, Clean and refresh the interior, shelving and exteriors, Clean exposed coils, check compressor for leaks, insure the shipping tie-down bolts on the compressor are released, check operation and maintenance of minimum temperatures using new or re-calibrated commercial thermometers specific to the anticipated range of temperature.
12. On grille, thoroughly clean grilling surface to white metal, temper grille surface, apply light coating of vegetable oil to surface and heat at $\frac{1}{4}$ burner turn for thirty [30] minutes and heat at $\frac{3}{4}$ burner thermostat as required.
13. On fryers, clean fryer pot interior with mild detergent and water, heat for 30 minutes, drain and refill with warm rinse water; drain and **dry interior thoroughly before adding cooking oil**, check and re-calibrate thermostat as required.
14. On exhaust hood, clean hood and filters, gutters and collectors, ducts and exhaust fan housing/shroud, insure proper operation of exhaust fan. [Recommended to be performed by a professional cleaning service company].

* Misquamicut State Beach Food Concession

Closing of Misquamicut State Beach Concession Facility

1. Remove all food and supply items from the premises.
2. Clean all interior surfaces.
3. Clean all food preparation, work and serving surfaces.
4. On equipment, scrub all interior and exterior surfaces; prepare equipment for extended not heated storage.
5. Flush all sinks with copious amounts of boiling water.
6. Drain, flush and rinse interior compartments of the Ice Maker and Bin and Beverage Machines.
7. On refrigerated units and Ice Maker Bin clean and drain evaporator pans, place a 12" x 20" pan with baking powder in interior to absorb odor, leave all doors open, insert an object to prevent doors from closing.
8. On grille, thoroughly clean grilling surface to white metal, temper grille surface, and apply light coating of vegetable oil to surface.
9. Drain water from reservoirs on water heater and sink sanitizer.
10. Develop a maintenance list of work recommended to be accomplished during the winter shut down season.
11. Open all electric breakers.
12. Close all gas shut –off valves
13. Close water supply valve and drain to prevent freezing
14. Contact DEM Parks and Recreation representative @ 322-8910 for assistance in water system draining for winter.
15. Insure the building is physically secured.

END FOR MISQUAMICUT STATE BEACH FOOD CONCESSION

* Misquamicut State Beach Food Concession

Roger Wheeler State Beach, Narragansett, RI

1. A Concessionaire is requested to operate a *food and sundry concession* at **Roger Wheeler State Beach** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, May 1st 2004 through Labor Day 2008.
2. A **minimum bid of \$20,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payments for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Beach is open. Concession hours to be nine [9] A.M. each day until six [6] P.M. during the period, weekends from approximately May 1st through Memorial Day and daily from Memorial Day through Labor each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the areas for business.
5. The concession area consists of one concession building with a shaded dispensing and dining area located on the pavilion.

6. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
7. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
8. The concession with storage area is located within the beach pavilion. The concession business must be carried on from the area in the building set aside for this purpose.
* Roger Wheeler State Beach
9. The concessionaire will be allowed to establish one portable self-contained food/soda cart in the area specified within this contract. The cart must be removed at the end of each day and stored within the storage area of the building concession or off of State Property. No motorized equipment and or vehicles will be allowed for the portable satellite concession as part of this contract.
10. The approved exact location of the portable satellite concession will be outlined at the pre-bid conference prior to bidding. The location that will be permitted for use by the vendor is specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management. The satellite concession location for this concession is at the base of the access ramp to the beach only.
11. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
12. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
13. Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.
14. The concessionaire will be responsible to maintain the concession area, the deck area immediately in front of the concession along with picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.
15. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession. The refuse generated from the concession operations shall be removed from State Property on a daily basis or weekly by dumpster contract.

16. The concession area [s] shall be kept spotlessly clean at all times and all local ordinances or state laws governing such a concession must be strictly adhered to by the concessionaire.
17. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.

* Roger Wheeler State Beach

18. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
19. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
20. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
21. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.
22. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the

Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured***. All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.

* Roger Wheeler State Beach

23. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
24. Vending Machines will not be allowed within this contract.
25. The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.
26. The concession area has been supplied with a cooking hood, ansil system and three bay sink. As of this date the concession area is considered to be in excellent condition. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on an annual basis.
27. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.
28. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and vacated at all other times.
29. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property

of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.

30. The concessionaire must supply his/her own electricity. The State of Rhode Island provides water as part of this contract.

* Roger Wheeler State Beach

31. Fire extinguishers have been provided in the building. Any extinguishers required by the building code will be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.
32. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.
33. An alarm system has been provided for security purposes within the concession buildings. If security services are desired, the monthly service payment will be the responsibility of the concessionaire.

END FOR ROGER WHEELER STATE BEACH

* Roger Wheeler State Beach

Scarborough State Beach North & South, Narragansett, RI

1. A Concessionaire is requested to operate *food and sundry concessions* at **Scarborough State Beach North and South Pavilions** at locations specified within this contract or approved in writing by the Director of the Department of Environmental Management or his authorized representative. The concession period is for **Five Years**, May 1st 2004 through Labor Day 2008.
2. A **minimum bid of \$45,000.00** payable by the Concessionaire will be required with *payments due, 1/3 at signing, 1/3 July 15 and 1/3 due August 15 less 50% capitol improvement payments each year.* The concessionaire will be responsible to make payments for building and grounds repairs or improvements as directed by the Division of Parks and Recreation each year of the contract for the **minimum amount of 50%** of the total bid award due by September 30 of each year. All costs for improvements and repairs must be itemized and documented on a project-by-project basis and submitted to the Chief of the Division of Parks and Recreation at the completion of each project. These building and grounds improvements totaling 50% of the bid price will be reflected as credit towards the total bid award.
3. The concessionaire shall provide a certified public accountant statement of all sales at the end of each operating season. Failure to provide this document will automatically **terminate this contract.**
4. The concessionaire shall be obliged to render service to the visiting public during the hours and days of operation that the State Beach is open. Concession hours to be nine [9] A.M. each day until six [6] P.M. during the period, weekends from approximately May 1st through Memorial Day and daily from Memorial Day through Labor each year. Under no condition will the concessionaire occupy the premises between the hours of eight [8] PM and seven-thirty [7:30] AM on any day of the year without special written permission from the Director of the Department of Environmental Management or his authorized representative. The successful bidder is authorized to occupy the premises during normal working hours [7:30-4:00] twenty [20] days before the established opening date for rendering public service for the purpose of providing his/her appliances and preparing the areas for business.
5. The concession areas consist of one concession building at North Scarborough, one sundry room at North Scarborough and one concession building at South Scarborough, which includes a dispensing area for food on one side and dispensing

area for soft drinks, frozen lemonade or sundry sales on the opposite side.

6. The concessionaire and or his employee [s] shall not give gratuities or discounts to employees of the Department of Environmental Management at any time.
7. The Concessionaire and his employee [s] shall park their vehicles in the area designated by the Department representative.
* Scarborough State Beach
8. The concessions with storage area are located within the beach pavilions. The concession business must be carried on from the areas in the building set aside for this purpose.
9. The concessionaire will be allowed to establish three portable self-contained food/soda carts in the area specified within this contract. The carts must be removed at the end of each day and stored within the storage area of the building concession or off of State Property. No motorized equipment and or vehicles will be allowed for the portable satellite concession as part of this contract.
10. The approved exact location of the portable satellite concession will be outlined at the pre-bid conference prior to bidding. The location that will be permitted for use by the vendor is specific. Any changes must be by written permission by the authorized representative of the Department of Environmental Management. Satellite Concession locations for this concession is on boardwalk areas only.
11. The Director of the Department of Environmental Management, or his authorized representative must approve the quality of the food, prices, what is sold and any other factor affecting the public interest before the concession is opened.
12. Advertising signs of any particular brand of a commodity may not be posted; however, price lists of allowable items will be permitted.
13. Soft beverages will be dispensed only in paper cups, plastic bottles or cans, no glass containers will be allowed in order to eliminate the danger of broken bottles.
14. The concessionaire will be responsible to maintain the concession areas, the deck area immediately in front of the concession and the concrete pad area along with picnic tables in a spotless manner. Any containers, wrappers, etc. sold with ice cream or other goods must be picked up at the expense of the concessionaire in any area within a 50 feet radius around the concession, whether the same is left by patrons of the concession or others. This provision shall be strictly enforced; continued violation of this provision shall be subject to contract termination.
15. The concessionaire will be responsible to **provide a trash barrel** at each concession location during the operation of the concession for containers, wrapping material etc. used by the patrons of the concession. The refuse generated from the concession operations shall be removed from State Property on a daily basis or weekly by

dumpster contract.

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

* Scarborough State Beach

17. The concessionaire must comply with all local and state laws and regulations governing the handling and dispensing of food, and also must comply with all state and federal taxes.
18. The concessionaire must submit in writing with his /her bid the exact number of sub-concessionaires and exactly what products are to be sold during this contract. *The Director of the Department of Environmental Management or his representative must approve any additional sub-concessionaires and additions to the product list after the bid award in writing.* If the Department approves the addition of a sub-concessionaire after the contract award, the **contract will be renegotiated with a new contract price** approved by the Division of Purchases.
19. The concessionaire cannot reassign this contract without the approval in writing by the Director of the Department of Environmental Management or his authorized representative, together with that of the Division of Purchases.
20. The Department of Environmental Management, Division of Parks and Recreation reserves the right to make any other rules and regulations pertaining to the concessionaire which are in the best interests of the State and the general public. The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public. The Department of Environmental Management, Division of Parks and Recreation shall have the right to object to the character of the service and to order the objectionable service or conditions discontinued or remedied. The same courtesy shall be extended to the visitors of the state beach as to the patrons of the concession; that all park visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his employees discriminate against race, color or creed.
21. The Director of the Department of Environmental Management or his authorized representative may terminate the operation of the concession when the terms or spirit of these terms and conditions have been broken. It is specifically understood and agreed by and between the concessionaire and the Department of Environmental Management, Division of Parks and Recreation that this contract may be cancelled and terminated by the Department, when services are not provided to the satisfaction of the Director of the Department of Environmental Management or his authorized representative, upon giving five days written notice to the concessionaire.

* Scarborough State Beach

22. The concessionaire shall save the State harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession. The concessionaire shall provide at his/her own expense public liability insurance in amounts and in such form as may be satisfactory to the Division of Purchases, which insurance shall name the concessionaire and the State of Rhode Island as assured. *The State of Rhode Island must be listed as **additionally insured**.* All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the State of Rhode Island as additionally insured.
23. The State of Rhode Island, DEM Division of Parks and Recreation reserves the right to conduct special events and activities on State Park Property. **This contract does not specifically allow the vendor exclusive rights to vending services during special events.** The contract acknowledges that the DEM Division of Parks and Recreation may at times hold special events and may allow other vender services to participate in the special event.
24. Vending Machines will not be allowed within this contract.
25. The concessionaire will be required to provide his/her own appliances in a combination that will not exceed the available electric service.
26. The concession areas have been supplied with a cooking hood, ansil system and three bay sink. As of this date the concession areas are considered to be in excellent condition. The concessionaire will be required to maintain the hood, ansil system, three bay sink and any and all other equipment, ceilings, floors, walls, doors in a clean operating manner. For safety compliance, the State of Rhode Island, DEM Parks and Recreation will have an approved inspection company inspect the ansil system and hood on an annual basis.
27. The concessionaire shall remove all perishable and non-perishable food items from the premises within a period of not more than two weeks from the close of business each year.
28. The concession area shall be open for the sole purpose of dispensing refreshments and approved articles only during the hours and dates specified within this contract and must be closed and vacated at all other times.

* Scarborough State Beach

29. In the event the concessionaire desires to make any alterations to the existing electric circuitry or plumbing system, a plan of the proposed changes must be submitted to the Director of the Department of Environmental Management or his representative for approval before any work is performed. The Director of the Department of Environmental Management or his authorized representative must approve any improvements such as the installation of electricity, electrical equipment or other equipment. All approved electrical and plumbing work must be performed by a licensed electrician/plumber and done by permit in accordance with the RI Building Commissioners Office. Permanent improvements to the building become the property of the State of Rhode Island at the termination of this contract. If approved all expenses pertaining thereto shall be the responsibility of the concessionaire.
30. The concessionaire must supply his/her own electricity. The State of Rhode Island provides water as part of this contract.
31. Fire extinguishers have been provided in the building. Any extinguishers required by the building code will be provided and maintained by the State of Rhode Island. The fire extinguishers will be inspected on an annual basis for safe and proper operation. The expense for inspection will be the responsibility of the State of Rhode Island. The concessionaire will be responsible to ensure the proper use of the extinguishers and to document and communicate any and all uses throughout the operating season to the Department representative.
32. The concessionaire who submits and signs the bid document will be the only responsible contact the State of Rhode Island, DEM Division of Parks and Recreation will communicate with during the extent of this contract unless otherwise authorized in writing. It shall be the responsibility of the concessionaire to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regard to the provisions or enforcement of this contract shall be between the concessionaire of record and the Director of DEM or his authorized representative.
33. An alarm system has been provided for security purposes within the concession buildings. If security services are desired, the monthly service payment will be the responsibility of the concessionaire.
34. Any merchandise sold with a Scarborough State Beach logo is subject to commission charges per item to the beach development fund in addition to the payments outlined

in paragraph two [2]. These charges are to be 50% of the profit margin for each item sold. A running inventory of State Beach merchandise with wholesale and retail prices will be documented and monitored by the Regional Park Manager. It is the intention of the State to pursue trademark identification status for the Scarborough State Beach logo in the future.

END FOR SCARBOROUGH STATE BEACH

* Scarborough State Beach