



## Solicitation Information

April 2, 2019

RFQ No. 7598721

Title: MOBILE FOOD ESTABLISHMENTS (FROZEN BEVERAGES) BRENTON PT,  
COLT PARK, FT ADAMS

Submission Deadline: Thursday, April 18, 2019 at 10AM (Eastern Time)

PRE-BID/PROPOSAL CONFERENCE: Yes ☐ No ☒

THERE WILL BE NO PRE-BID CONFERENCE(S) FOR THIS SOLICITATION. QUESTIONS MAY  
BE SENT IN AS INDICATED BELOW

DATE: Purchases Enter Date at Purchases Enter Time

LOCATION: Purchases Enter Location

Questions concerning this solicitation must be received by the Division of Purchases at [doa.purbidinfo@purchasing.ri.gov](mailto:doa.purbidinfo@purchasing.ri.gov) no later than **Thursday, April 11, 2019 at 5:00 PM**. Questions should be submitted in a *Microsoft Word* attachment. Please reference **RFQ No. 7598721** on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: Yes ☒ No ☐

BOND REQUIRED: Yes ☐ No ☒

David A. Cadoret, Chief Buyer

### Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)
- Proposals received without a completed RIVIP Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM**

## TABLE OF CONTENTS

SCOPE OF SERVICES.....	3
SECTION 1. INTRODUCTION.....	3
SECTION 2. TERM .....	3
SECTION 3. EXTENSION OR RENEWAL OPTION .....	3
SECTION 4. OPERATING RESPONSIBILITIES.....	3
SECTION 5. MAINTENANCE RESPONSIBILITIES .....	10
SECTION 6. DIVISION RESPONSIBILITIES.....	12
SECTION 7. MISCELLANEOUS PROVISIONS.....	13
ATTACHMENT A. BID PROPOSAL .....	17

## **SCOPE OF SERVICES**

### **SECTION 1. INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the **Department of Environmental Management, Division of Parks and Recreation**, is soliciting proposals from qualified firms with a minimum of 3 - 5 years' experience to provide **Frozen Soft Beverages from Mobile Food Establishments at various locations**, in accordance with the terms of this **RFQ** and the State's General Conditions of Purchase, which may be obtained at the Division of Purchases' website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **SECTION 2. TERM**

The initial contract period will begin approximately **Wednesday, May 1, 2019** for **Three (3)** year(s). Contracts may be renewed for up to two (2) additional 12-month periods based on Vendor performance and the availability of funds.

### **SECTION 3. EXTENSION OR RENEWAL OPTION**

The Division may, in its sole discretion, consent to an extension or renewal of the awarded contract, and the decision as to whether to consent to an extension or renewal and the length of such extension or renewal, if any, will depend upon an analysis of various factors, including but not limited to: the needs and goals of the RI State Park system, as determined by the Division; the ability and willingness of the Concessionaire to perform under the terms, conditions and provisions of the awarded contract; the Concessionaire's past record of performance, the past revenues paid to the Division; the nature and extent of Capital Improvements made by the Concessionaire; and other factors relevant to RI State Parks operations.

The extension or renewal of the awarded contract will be subject to consideration of changes in rules, policies, legal and operational requirements, adjustment of the bid amount to be paid as yearly rental fee.

The Division, in its sole discretion, reserves the right not to extend or renew the awarded contract beyond the initial term specified above.

### **SECTION 4. OPERATING RESPONSIBILITIES**

#### **A. Mobile Food Establishment (MFE)**

##### **1. Definition**

- a. Per R.I. Gen. Laws §5-11.1-3(5), a "Mobile Food Establishment" is defined as a food service operation that is operated from a movable motor-driven or propelled vehicle, portable structure, or watercraft that can change location. Mobile food establishments specifically include, but is not limited to, food trucks, food carts, ice-cream trucks/carts, and lemonade trucks/carts.

##### **2. Specifications**

- a. The Concessionaire will be required to purchase, supply or otherwise obtain use of all equipment, including the MFE, necessary for the operation of this concession. All MFE's must be kept in good condition.
  - i The Concessionaire will be limited to two (2) MFE's or pushcarts at Fort Adams State Park.

- ii The Concessionaire will be limited to three (3) MFE's or pushcarts at Brenton Point State Park and Colt State Park.
  - b. The vending locations will be determined by Division and awarded Concessionaire. Any changes to the vending locations must be approved by the Division, in writing.
  - c. The MFE must be self-contained, not requiring on-site electric or water.
  - d. Storage space is not available and MFE's may not remain in the Park overnight. Concessionaires will be responsible for, at its sole cost and expense, obtaining any storage space required for the operation of the concession. No item will be placed upon any public space, including the ground adjacent to the vending location without the Division's prior, written approval.
  - e. The MFE design and menu content should be of premium quality, making a significant improvement to the quality and ambience of the park.
3. Maintenance
- a. The Division reserves the right to require replacement of MFE that are in poor condition.
  - b. It is necessary to keep all MFE clean and in good condition. This involves ensuring that the MFE do not leak any type of fluid, including water, onto the ground.
4. Hours of Operation
- a. The Concessionaire must provide the required services to the public, Monday through Sunday, from approximately May 1 to October 31.
    - i Concession Hours: Dawn to dusk each day
    - ii The Concessionaire must vacate the Premises before the Park closes.
  - b. Concession hours must be posted in a location visible to the public and the concession must be opened for business during the hours posted.
  - c. The Concessionaire is not permitted in the park between the hours of 8:00 PM and 6:00 AM without written permission by the Division.

## **B. Management**

- 1. The Concessionaire will designate a Site Manager who has the authority to:
  - a. Operate and manage the required and authorized services within the land area and facilities assigned under this Contract.
  - b. Employ staff to fulfill the contractual requirements.
  - c. Act as a liaison between the Concessionaire and Division for all issues related to the Contract.
  - d. The Concessionaire shall designate an "acting" Site Manager in the absence of the Site Manager.

## **C. Frozen Beverages**

### **1. Menu Offerings**

- a. The Concessionaire will be responsible in providing patrons with quality frozen items such as frozen lemonade, ice cream and snow cones.
- b. The Concessionaire will provide the Division, at least thirty (30) days prior to any product sales for review and approval, a list confirming the menu items to be offered for sale and prices to be charged for each item, indicating any changes, if any. Any changes will be compared to the Concessionaire's proposal and will be subject to the approval of the Division.
  - i The final approved frozen beverage and pricing list will be attached to the signed Agreement as the Approved Menu.
  - ii The Concessionaire may add or delete items within the Approved Menu only with prior written approval by the Division.
  - iii When changes are approved, the new Approved Menu will replace and supersede the old Approved Menu. Each of these actions may be taken without the requirement of a formal amendment to the signed Agreement.
- c. Alcohol and tobacco sales are not permitted.
- d. Food and other beverage item sales are not allowed.
- e. Advertising signs of any particular brand commodity is not allowed.
- f. Vending machines are not allowed. A vending machine is any machine used to disperse a product to a consumer when a coin, bill, token or any other form of payment has been inserted or scanned.
- g. Concessionaire must make all attempts to reduce packaging and reduce waste.
- h. All condiments, napkins, straw, utensils etc. will be kept behind the counter and issued in a controlled manner so as not to produce unnecessary waste.

### **2. Concession Supplies Not Allowed**

- a. Glass or Styrofoam Containers
- b. Plastic straws (Paper Only)
- c. Plastic Utensils (Bamboo/Wood Only)

### **3. Health and Safety Standards and Code Compliance**

- a. All food preparation, storage and dishwashing must conform to the most recent of editions of local, state and federal regulations
- b. The Concessionaire must serve food at the appropriate temperature.
- c. The Concessionaire must document its compliance with public health operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan that covers safe food storage, handling and preparation.
- d. The individual responsible for food service operations must hold a Food Safety Manager Certification prior to opening of the concession operations.

- i Recertification is required every three (3) years or as required by the RI Department of Health.
- e. The Concessionaire will be responsible for obtaining a Pre-Operational Inspection from the RI Department of Health prior to opening of the concession operations. The Pre-Operational report must be submitted to the Division prior to opening.

**D. Retail/Merchandise**

1. Any merchandise sold with a State Park logo is subject to commission charges per item in addition to the required bid payments. These charges are to be 50% of the profit margin for each item sold. A running inventory of State Park merchandise with wholesale and retail prices will be documented and monitored by the Regional Manager. It is the intention of the State to pursue trademark identification status for the State Park logo in the future.

**E. Rates**

1. On an annual basis, no later than ninety days (90) prior to the start of the season, the Concessionaire shall provide to the Division a listing of rates that they will be using for all their services and facilities for the current year, as well as their discounting policies. Included in their rate submittal will be information regarding how the rates are not more than other recreational facilities in the area.
2. The Concessionaire is responsible for ensuring that its employees observe a strict impartiality as to rates and services in all circumstances. The Concessionaire shall comply with all Applicable Laws relating to nondiscrimination in providing visitor services to the public.
3. The Concessionaire shall establish refund policies that incorporate high quality visitor service standards and are provided in a fair and expeditious manner.
4. Rates charged shall be visible and easily understood in all locations and across all platforms that are represented by this Contract.

**F. Facilities and Service Payment Methods**

1. The Concessionaire shall provide cash register receipts for all retail sales transactions and shall post a notice to that effect in convenient view of visitors.
2. All cash registers should be equipped with sales totalizer counters for all sales categories in which the counters are locked in, constantly accumulating, and which cannot be reset.
3. Cash registers provide systems to document transaction counts and the Division reserves the right to request copies of the transaction documentation at any time.
4. All internet connected systems shall be PCI Compliance.

**G. Customer Service Standards**

1. The Concessionaire shall establish a clearly defined customer service standard. All actions by concession staff should reflect a desire to fulfill a high-level quality service obligation to visitors.
2. It is the responsibility of the Concessionaire to monitor and be responsive to feedback received from visitors. It is particularly important that complaints be dealt with expeditiously, and at the most local level possible.

3. The assigned on-site concession manager shall be responsible for handling ordinary complaints and demonstrate to the Park Manager that issues are being resolved in a timely and satisfactory manner.
4. Any visitor-related incidents that escalate to a need for a higher level of enforcement authority will be referred to the appropriate level of enforcement authority among park staff or referred to a responsive law enforcement agency as soon as it should become necessary.

## **H. Human Resources**

### **1. Management Staff**

- a. On an annual basis the Concessionaire shall provide to Division a listing of the names, titles and contact information of the Contract Manager, Site Manager and all other management staff overseeing and assigned to the operation.
- b. On site management staff must possess a sufficient level of experience and professional expertise so as to ensure a high-quality operation.

### **2. Employee Identification**

- a. The employees are required to be neat in appearance and appropriately attired with name badges or other suitable means of identification.
- b. The Concessionaire shall develop procedures to ensure that once employees are terminated they no longer have access to the PREMISES or any form of identification.

### **3. Employee Code of Conduct/Customer Service**

- a. Employees hired by the Concessionaire will be the first contact the public encounters when arriving at the respective Division locations. The employees directly represent the Concessionaire but also are reflection of the Division. As such, the Concessionaire will ensure that all employees refrain from offensive and inappropriate conduct or language and they will treat all patrons professionally, equally and courteously.
  - i Employees will greet all patrons with a friendly acknowledgment of "Welcome to [insert state name of state beach]."
  - ii Employees will not engage in ball playing, Frisbee throwing or any other form of action or conduct which would appear unprofessional.
- b. If a complaint is filed by a customer concerning the Concessionaire's services, the Concessionaire or Concessionaire's employees will:
  - i Apologize to the customer sincerely and clearly.
  - ii Refund purchase fee, if applicable.
  - iii If corrective action cannot be taken immediately, inform the customer what action will be taken and how those actions will rectify the problem
  - iv Follow up with customer to ensure the complaint was handled satisfactorily.
- c. The Concessionaire will provide continuing training and evaluation of all employees assigned to the Concessionaire's business operations under this Contract to ensure an

appropriate level of proficiency, a public service attitude and a good understanding and use of the principles of hospitality.

4. Cell Phone Policy

- a. Staff may possess cellular phones or other wireless communication devices, provided such devices are not visible and the vibrate function is set to default.
- b. Personal cell phones being used for personal calls should be used sparingly during the work day provided the conversations do not prevent employee from timely performing his/her normal duties.

5. Employee Hiring, Training and Licensing Procedures

- a. The Concessionaire must establish hiring procedures that include appropriate reference checks of applicants for employment. Background checks may be required. This factor must be advertised in all hiring announcements.
- b. The Concessionaire will comply with all federal, state and local laws related to minimum wage, social security, non-discrimination, unemployment compensation and worker's compensation.
- c. RI State residents will be given priority in the hiring process.
- d. The Concessionaire shall ensure that all employees meet all applicable local and State health standards and requirements.
- e. Employees driving concession vehicles shall have the valid operator's license for the size and class of vehicles driven.

**I. Signage**

1. The Concessionaire shall be permitted to develop signage to assist visitors in understanding services provided. Any signage shall be held to the same quality standards and propriety as Division maintains through the park.
2. The Concessionaire shall be responsible for clearly indicating prices via a menu or menu board.
  - a. Some prepackaged items may be individually priced if such pricing is readily visible to customers prior to purchase and with prior approval by the Division.
3. Location of signage must be approved by the Division before posting.
4. There may arise temporary situations that call for a message to be conveyed to the public, without going to the expense of a professionally made sign. In such cases, a laminated computer-generated sign will usually suffice for temporary purposes. Concession staff must avoid signs taped to doors and windows, especially where a positive first impression to our visitors may be compromised.
5. The Division has the right to install signs within Concession Facilities, after consultation with the Concessionaire.
6. Kiosks and public information panels in the contract area shall be kept in a satisfactory manner, and current with the information posted. Objectionable material shall never be posted on such information devices. The Regional Manager shall reserve the right to remove items deemed inappropriate, unsightly, or out of date.



**J. Required Notices**

1. The Concessionaire must post the following notice at all cash registers and payment transaction locations:
2. This service is provided by INSERT Concessionaire NAME, a Concessionaire under contract with the Division. The Concessionaire is responsible for conducting operations. Please address any comments to:
  - a. INSERT PARK MANAGER:
  - b. INSERT PARK NAME
  - c. INSERT PARK ADDRESS
  - d. INSERT PARK MANAGER EMAIL

**K. Advertising and Promotion**

1. The Concessionaire must use a high level of professional discretion in all forms of advertising, marketing and promotions. The Concessionaire's marketing and advertising should support the mission of Division and the specific purpose and unique qualities of the park. Advertising and promotion must include language that states that the Concessionaire is operated under a contract with Division. The use of the park name, park logo, Division name, and Agency logo are by permission only. All advertising, promotions, and marketing efforts shall be in compliance with applicable laws, including civil rights standards.

**L. Risk Management**

1. The Concessionaire is responsible for providing a safe and healthy environment for its employees and visitors. To ensure that this occurs, the Concessionaire shall be responsible for ensuring that it has plans and processes in place to deal with the following risk management areas. The Division has the right at any time to review the process, procedures and compliance with these risk management areas.
2. Vehicle and Equipment Safety
  - a. Vehicles and Equipment will be in compliance with State and Federal safety standards. This applies to all vehicles, vessels and equipment used by the Concessionaire for its operations, as well as for vehicles, vessels and equipment used as rental equipment for visitors. Additionally, all concession-owned vehicles, vessels and equipment shall be clearly identifiable as belonging to or associated with concession operations.
3. Accessibility Guidelines and Compliance
  - a. Current Federal and State regulations pertaining to ADA/ABA Accessibility Guidelines must be integrated into concession operations. Concession management staff must ensure effective communication with all visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may be adequately informed about accessible services, activities, and facilities within the contract area.
4. Incident Management, Documentation
  - a. An incident report, provided by the Division, should be used by the Concessionaire to document and record any occurrence that is out of the ordinary (typically related to law enforcement or risk management), or which may involve the need for follow-up

at a later time. Typical examples of incident report types include accidents, injuries (or deaths), theft, vandalism, natural disaster, all 911 calls to emergency services agencies, property damage, and any incident that may involve an insurance carrier (i.e. civil liability). If in doubt, the Concessionaire should write the report. Such reports are to be shared with park management staff within 24 hours.

- b. Verbal notification should be immediate.

## **M. Reporting**

### **1. Operational Reports**

- a. Management Listing: including name, email and cell and land line information for all management staff. This listing shall be provided on an annual basis and updated as changes occur.
- b. Total employee headcount supporting your operation broken down by full-time and part-time by location for each operating season.
- c. Annual Rate Report providing listing of all established rates.
- d. Visitor Usage Reporting shall be provided on a monthly and annual basis. Note if an operation has multiple visitor use types, (e.g. Campground including retail, metrics on all relevant visitor types shall be reported). Depending on the asset type, the Division may seek to request daily access through a secure portal to confirmation transactions.
  - i Frozen Beverages
    - Number of transactions by outlet
    - Total frozen beverage revenue
  - ii Retail/Merchandise
    - Number of transactions by outlet
    - Total revenue by outlet
- e. List of new services that the public has been requesting at your location that should be considered by the Division for the next operating season.

### **2. Financial Reports**

- a. Annual Financial Report or Profit and Loss Statement by Location: Submitted within sixty (60) days after the end of the contract year.

## **N. Lost & Found Procedures**

- 1. The Concessionaire shall establish a formal lost and found procedure as a service to visitors. A log shall be kept for all found items, items returned (and to whom), and unclaimed items turned over to park management.

## **SECTION 5. MAINTENANCE RESPONSIBILITIES**

### **A. Concession Premises**

- 1. The Concessionaire will not use or allow the Premises or the MFE to be used, in whole or in part, during the term of the Agreement, for any use in violation of any present or

future laws, ordinances, rules and regulations at any time. These ordinances, rules and regulations include those which relate to sanitation, public health and safety.

2. The MFE and the vending location occupied by the Concessionaire may be inspected at any time during the operating hours by the Division or by any other state, county or municipal officer or agency having authority or jurisdiction for inspection of such concession operations. The Concessionaire will immediately undertake the correction of any deficiency cited by such inspections.
3. Tables, Grills, & Outdoor Amenities
  - a. Concession staff will remove food particles, grease, or other debris from tables and benches and all areas within a 50' radius of the MFE. Graffiti will be removed from tabletops and benches upon discovery or notification.

## **B. Refuse and Waste Disposal**

### **1. Waste Disposal**

- a. The Concessionaire shall be responsible for contracting with a local solid waste disposal company and for the cost of the removal of waste from within the vending location. The Concessionaire shall be responsible for positioning an adequate number of dumpsters and trash receptacles to maintain refuse and waste disposal in an odor-free manner. The number of receptacles, their size, color, style, and condition must be approved by the Division. Overflowing solid waste containers are not permissible, and the disposal of only legal substances shall be allowed.

### **2. Recycling**

- a. The Concessionaire shall be responsible for contracting with a local recycling company and for the cost of providing recycling collection centers for various types of recycling (aluminum, plastic, glass), in accordance with recycling efforts managed by the Division. Concession staff will transport collected recyclable materials to an authorized reclamation center. Recycling is mandatory and will be strictly enforced.
3. Collection centers will be properly posted, maintained in a clean and presentable condition, and made resistant to intrusions from native wildlife.

## **C. Personal Property and Management**

1. Personal property shall be safe, serviceable and usable for their intended purposes. The Concessionaire must maintain personal property visible to visitors as free of defects and according to industry standards for public use.
2. The Concessionaire must maintain, service and repair personal property used by visitors and staff per the manufacturers recommendations and replace them as necessary.
3. For any personal property that has a technology component that encompasses updates, the Concessionaire shall be responsible for technology updates. Additionally, for any technology based personal property that requires real time access to the Internet, the Concessionaire shall be responsible for providing access at their own expense.
  - a. Provide insight as to any personal property used in conjunction with the MFE which will require updates over the course of the contract.

4. Personal property associated with MFE operations must comply with safety, public health and sanitation codes.
5. The Concessionaire shall only have within the vending location assigned the personal property that is necessary for the delivery of the required and authorized services approved under this Agreement. Security and storage of such property is the responsibility of the contractor. All personal property used that is outside of the Concessionaire and/or State Facilities shall be kept in a slightly manner, free from public view in as much as possible.

## **SECTION 6. DIVISION RESPONSIBILITIES**

### **A. Premises/Facilities**

1. Division and/or its designated representatives are responsible for oversight of all beach/park operations and concession operations. This includes:
  - a. Evaluation and inspection of the MFE's required and authorized services.
  - b. Review and approval of the elements within the Scope of Services.

### **B. Maintenance**

1. Division is responsible for oversight of all Concessionaire Facilities Maintenance. This includes:
  - a. Evaluation and inspection of Concessionaire and State Facilities.
  - b. Any approval or consent given by the Division shall not relieve the Concessionaire or the Concessionaire's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan.
2. The Division shall maintain all roads and parking areas identified outside of the Concessionaire's assigned vending locations. The Division responsibilities is road surface up to but not including the curb or sidewalk.

### **C. Division Disruptions**

1. Should Division disrupt the land or Concession Facilities within the Concessionaires assigned vending location, Division shall provide mitigation signage, barriers and replanting efforts as are needed.

### **D. Signs**

1. Division has responsibility for installing, maintaining and replacing all regulatory and directional signage.

### **E. Utilities**

1. Utilities will not be supplied.

### **F. Refuse and Waste Disposal**

1. The Division will designate an area for placement of a dumpster.

### **G. Evaluations/Inspections**

1. Division shall evaluate the Concessionaire surrounding issues related to:
  2. Contract Compliance
  3. Facility Condition

4. Visitor Satisfaction
5. Operational Performance
6. Operational Service Standards

## **SECTION 7. MISCELLANEOUS PROVISIONS**

### **A. Fees**

1. The Department of Administration, on behalf of the Department of Environmental Management, Division of Parks and Recreation, can institute new fees or increase fees at any time. No adjustment in the Concessionaire's bid amount will be made for reduction in sales that may be affected by this increase.

### **B. Rights Not Exclusive**

1. The Division reserves the right to allow others to conduct concession operations and/or sell goods or services in other locations on State property that are the same, similar or even identical to those sold by the Concessionaire.
2. The Concessionaire understands and agrees that its right to conduct concession operations and/or sell goods or services on State property is not exclusive and that the use of the property subject to the signed Agreement is restricted by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state, or municipality having jurisdiction over the property.
3. The Concessionaire will be encouraged to support the Division's scheduled special events throughout the season.

### **C. Failure to Maintain**

1. In the event the Concessionaire fails to undertake prompt maintenance or repair as required per the Agreement, the Division may elect to have the maintenance or repair completed on behalf of the Concessionaire.
  - a. The Division will provide the Concessionaire written notice and an opportunity to cure prior to undertaking any maintenance or repairs for which the Vendor is responsible.
  - b. The Concessionaire will be responsible for reimbursing the Division for any maintenance or repair undertaken by the Division in a timely manner.

### **D. Green Initiative**

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

### **E. Surrender of Premises**

1. The Concessionaire will deliver possession of the Premise and all improvements to the Division on date of expiration or termination of the Agreement promptly, in broom clean condition and good state of repair, ordinary wear and tear excepted.
  - a. Ordinary wear and tear does not include deterioration that could have been prevented by proper maintenance practices or by Concessionaire performing all of Concessionaire's obligations under the Agreement.

2. Upon expiration or termination of the Agreement the Concessionaire will be required to remove or dispose of its own equipment, furnishings and expendables.
  - a. Improvements and all permanent fixtures will become the property of Division and will not be removed by the Concessionaire.
3. The Concessionaire will be allowed a period of thirty (30) calendar days to complete said removal. If not removed within that period, said equipment, furnishings and expendables will become the property of the Division.

**F. Subcontractor**

1. The term "subcontractor" includes any entity or person offering goods or services on the Premises by written or oral agreement, license or other arrangement with the Concessionaire.
2. The Division reserves the right to disapprove any proposed subcontract or subcontractor. Failure to obtain pre-approval of a subcontractor may result in termination of the Agreement.
  - a. Subcontractors or additions to the product list added after the award of the contract must be approved by the Division. If the Division approves the additions, the contract will be renegotiated with a new contract price.
3. The Concessionaire agrees the Division will not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract.
4. Failure by any subcontractor to perform or to pay Concessionaire will not be grounds for excusing the Concessionaire's obligations to the Division during the term of the Agreement.
5. Subcontractors shall be held to the same standards as the primary concession operator.

**G. Independent Contractor**

1. The Concessionaire is performing as an independent contractor and not as an employee of the State, the Department or the Division.
2. Neither the Concessionaire nor its employees are entitled to accrue any benefits of State employment.

**H. Equal Opportunity and Affirmative Action**

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

**I. Force Majeure**

1. Neither the Division nor the Concessionaire will be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of the

signed Agreement due to causes beyond the control of either party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, landslides, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, or any other circumstance for which either party is not responsible and which is not in its power to control.

**J. Indemnification**

1. To the full extent of Rhode Island law, the Concessionaire agrees to indemnify, defend and hold harmless the State, the Department, the Division, their officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the performance of the Concessionaire, its agents or employees, including all costs, expenses and attorney's fees which any manner result from or arise out of this agreement.
2. The Concessionaire's obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee.
3. The Concessionaire will reimburse the State, the Department or the Division for any and all damages to the real or personal property of the State, the Department or the Division, including costs associated with recreating data caused by the acts of the Concessionaire, its agents or employees.
4. The Concessionaire's duties under this section will remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Concessionaire is alleged or is found to merely contributed in part to the acts giving rise to the claims and/or where the State, the Department or the Division is alleged or is found to have contributed to the acts giving rise to the claims.

**K. Interpretation**

1. The Agreement and related contract documents will be subject to and governed by the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this Agreement by this reference. In the event of any conflict between the State of Rhode Island Procurement Regulations or any provision of the Rhode Island General Laws and the Agreement or other contract documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.
2. The section headings appearing herein are for the convenience of the Division and the Concessionaire and will not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the Agreement.
3. If any provision of the Agreement is determined to be void or unenforceable by any court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable.
  - a. All other provisions will remain in full force and effect.

**L. Amendments**

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

**M. Time of the Essence**

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

**N. Incorporation of Documents**

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

**O. Authority to Enter into Agreement**

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



## ATTACHMENT A. BID PROPOSAL

Vendor Name: \_\_\_\_\_

Mobile Food Establishments Available	Please Check all that You are Bidding On
Brenton Point State Park	<input type="checkbox"/>
Colt State Park	<input type="checkbox"/>
Fort Adams State Park	<input type="checkbox"/>

1. The Concessionaire proposes a yearly BID PROPOSAL as total compensation for operating the Mobile Food Establishment at one or more of the above locations, on behalf of the Division.
2. Please attach separate technical proposals for each location that you are bidding on:
  - a. Name, address, telephone number, fax number and email address of firm.
  - b. Name, address, telephone number and email address of the individual(s) with the authority to negotiate and contractually bind the company.
  - c. Provide a narrative of the history of your firm, including date of inception, scope of business activity, experience with related business ventures and your knowledge and experience pertaining to Rhode Island State law and regulations regarding operation and Mobile Food Establishments.
  - d. Provide an operations and management plan to address the following subjects:
    - i Staffing information; including position descriptions, work schedules, total amount of staff assigned and seasonal schedules for the MFE concession services.
    - ii Timeline and schedule for setting up the MFE concession operations.
    - iii Equipment you will provide for the operation and management of the concession services.
  - e. Please provide a minimum of three (3) references to demonstrate the bidder's experience in successfully operating and managing a MFE concession.
  - f. Provide a description of the type of frozen beverage services planned for this concession operation based upon the required and authorized services outlined in the RFQ. Also, include a price structure for frozen beverage concession services for the term of the agreement.
  - g. If applicable, provide a list of subcontractors and the products to be sold. See Subcontractors for more information.

3. For the term of the Agreement, the Concessionaire will pay to the Division the agreed to sum as consideration for the MFE concession award and privilege granted herein.
  - a. Fifty percent (50%) of the total agreed annual sum is due in three (3) installments per the following payment schedule:
    - i June 30 \$
    - ii July 30 \$
    - iii August 30 \$
  - b. The remaining Fifty percent (50%) of the total agreed annual sum will be deposited into a separate Bureau of Natural Resources Endowment Fund ("BNREF") and is due in three (3) installments per the following payment schedule:
    - i June 30 \$
    - ii July 30 \$
    - iii August 30 \$
  - c. The Concessionaire will be invoiced separately for both payments and must submit separate checks for both payments. Checks are to be made payable to the State of Rhode Island and mailed to RI State Parks, 1100 Tower Hill Road, North Kingstown, RI 02852.
4. This offer will not be considered unless signed by an authorized representative.
5. Vendors need only bid the location(s) they are interested in.

Location	Minimum Bid Amount	Vendor Bid 2019	Vendor Bid 2020	Vendor Bid 2021	Three (3) Year Total
Brenton Point State Park	\$4,000.00				
Colt State Park	\$7,000.00				
Fort Adams State Park	\$4,000.00				

Award will be made to the highest bidder for each location based on the three (3) year total. In the event of a tie, bid award will be made to the vendor who submits their bid first as indicated by the time and date stamp in the Division of Purchases.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions.....	II
BID STANDARD TERMS AND CONDITIONS .....	II
TERMS AND CONDITIONS FOR THIS BID .....	II
AWARD .....	II
DELIVERY PER AGENCY .....	II
RIVIP INFO - BID SUBMISSION REQUIREMENTS .....	II
LICENSE REQUIREMENTS .....	III
INSURANCE REQUIREMENTS .....	III
SURETY REQUIREMENTS .....	III

**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**AWARD**

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

**RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill, Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

Bid proposals in electronic format are not accepted at this time.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

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

**LICENSE REQUIREMENTS**

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS,

BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

#### **INSURANCE REQUIREMENTS**

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: \* PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. \* BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. \* SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. \* ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. \* VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

#### **SURETY REQUIREMENTS**

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