



Solicitation Information
1/30/2020

RFP# 7601779

TITLE: Golf Car Lease for Goddard Park

Submission Deadline: 2/25/2020 AT 10AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions14@purchasing.ri.gov no later than **2/14/2020 at 5pm (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: No

PAYMENT AND PERFORMANCE BOND REQUIRED: No

David A. Cadoret, Chief Buyer

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Environmental Management, Division of Parks & Recreation (RIDEM/PARKS) is soliciting proposals from qualified firms to provide a seasonal lease of 20 golf cars for Goddard Memorial State Park's Golf Course in accordance with the terms of this Request for Proposals ("RFP") and the State's General Conditions of Purchase, which may be obtained at the Division of Purchases' website at www.purchasing.ri.gov.

The initial contract period will begin approximately April 1, 2020 for eight (8) months. Contract may be renewed annually for up to three (3) additional years, based on vendor performance and mutual agreement between RIDEM/PARKS and the vendor.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

7. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For

public works projects vendors and all subcontractors must submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a "DisBE")(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, "Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects". As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled "MBE, WBE and/or DisBE Plan Form", which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity's website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

SECTION 2. BACKGROUND

Goddard Memorial State Park attracts tens of thousands of visitors each year as Rhode Island's most popular metropolitan park. The park offers a beautiful natural environment with a variety of recreational opportunities, including a fully maintained 9-hole golf course. RIDEM/PARKS operates a Golf House, where golfers pay greens fees at a price regulated by the State. In addition, golf cars are offered, as available, as a public service for an additional fee. In recent years, the golf car rental service has been provided by a concessionaire. Beginning in April 2020, RIDEM/PARKS will offer this service directly to the public.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

RIDEM/PARKS seeks to lease 20 standard golf cars for Goddard Memorial Park’s Golf Course April 1 to November 30, 2020.

Specific Activities / Tasks

1. Lease of 20 standard, 2-passenger, gas-operated golf cars with covered top and golf club storage in back (no windshield or back umbrella) for the period, April 1 – November 30, 2020.
2. Maintenance of cars throughout period of lease to ensure availability of all carts in operable and safe condition.
3. Delivery of cars to site in April and pick up of carts in November.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Please indicate your qualifications to lease and service a fleet of gas-powered golf cars.
2. **Capability, Capacity, and Qualifications of the Offeror** – Please indicate your capacity to fulfill this agreement, including your ability to secure and finance the necessary fleet of golf cars, provide timely maintenance, and delivery/pick up service. Please provide a list of relevant professional references and/or reference letters, including the name, address, phone number, and type(s) of service(s) provided.
3. **Work Plan** - Please describe your plan for working with RIDEM/PARKS to ensure delivery and maintenance of the golf cars.
4. **Approach/Methodology** – Please define what methods you will use to develop a monthly payment schedule and invoicing of RIDEM/PARKS.

B. Cost Proposal

Detailed Budget and Budget Narrative:

- a. For the term of the Agreement, the Lessor will invoice RIDEM/PARKS according to the following schedule:

Month	Lease Amount Due
April 2020	
May 2020	

June 2020	
July 2020	
August 2020	
September 2020	
October 2020	
November 2020	
Total Amount of Lease in 2020	

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points

Work Plan	30 Points
Approach Proposed	20 Points
Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

(Vendor's ISBE participation rate ÷ Highest ISBE participation rate

X Maximum ISBE participation points)

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at doa.purquestions14@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP #7601779** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Bidder Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.purchasing.ri.gov. *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13 RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered

by this request).

- a. One (1) Electronic copy on a CD-R, marked "Technical Proposal - Original".
 - b. One (1) printed paper copy, marked "Technical Proposal -Original" and signed.
 - c. Four (4) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
- a. One (1) Electronic copy on a CD-R, marked "Cost Proposal -Original".
 - b. One (1) printed paper copy, marked "Cost Proposal -Original" and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
- a. Vendor's name
 - b. RFP #
 - c. RFP Title
 - d. Proposal type (e.g., technical proposal or cost proposal)
 - e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

B. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12 point Calibri or 12 point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "RFP# 7601779" to:

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

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

Concessions Contract

between the

State of Rhode Island and Providence Plantations
Department of Environmental Management
Division of Parks & Recreation

235 Promenade Street

Providence, Rhode Island 02908

and

Partner's Legal Name

Address

address

In the Amount of:

\$xxxxxx.00

DRAFT

For the Period of:

April 1, 2020 to November 30, 2020

For the Purpose of

Golf Car Lease

CONCESSION CONTRACT

This Contract (hereinafter “Contract”) is made and entered into by and between INSERT PARTNER’S LEGAL NAME, a Rhode Island registered [INSERT TYPE OF BUSINESS], ADDRESS, CITY, STATE, ZIP CODE (hereinafter “Concessionaire”) and the State of Rhode Island, Department of Environmental Management, Division of Parks & Recreation, located at 235 Promenade Street, Rhode Island 02908 (hereinafter “DEM”) (collectively the “Parties”).

WHEREAS, this Contract, which results from the State issued Request for Quote XXXXXXXX, entitled Golf Car Lease for Goddard Park, dated XXXXXXXX (hereinafter, the “RFQ”) on file with DEM consists of the following documents:

1. State of Rhode Island Procurement Regulations and its Appendix A – General Conditions of Purchase (hereinafter “Purchasing Rules”);
2. Rhode Island General Laws §§37-2-1, et seq. and all applicable promulgated regulations;
3. RFQ XXXXXXXX, including all attachments, written addendums, amendments and any materials incorporated by reference;
4. Concessionaire’s Proposal (hereinafter, “Proposal”), including all attachments, written addendums, amendments and any materials incorporated by reference and attached as Exhibit A;
5. Concessionaire’s Bid Proposal (hereinafter “Bid Proposal”) incorporated by reference and attached as Exhibit B; and
6. DEM Park and Management Area Rules and Regulations (250-RICR-100-00-1) (hereinafter “DEM Rules and Regulations”).

Notwithstanding the above, any Change Orders, Amendments and/or Extensions issued after this Contract is executed and signed by both Parties may expressly change the provisions of this Contract. If they do so expressly, then the most recent document will take precedence over anything else that is part of this Contract. However, no changes may contradict the General Terms and Conditions of Purchasing or the Rhode Island General Laws and/or regulations.

The Concessionaire agrees to provide such lease of golf carts, pursuant to the terms and conditions of this Contract and all terms and conditions required by items 1-6 listed above.

Order of Precedence: Unless otherwise approved by the State Purchasing Agent, in the event of any express conflict or dispute regarding the Concessionaire’s proposal, proposed standard terms of sale, the solicitation documents, statutes, regulations and/or these General Conditions of Purchase, the following order or precedence shall generally apply (with 1 being the highest level of precedence):

1. Rhode Island General Laws;

2. State Procurement Regulations (Parts 1 through 13 of the Subchapter), General Conditions of Purchase and contract Addenda in addition to the General Conditions;
3. The Purchase Order and/or the terms of this Contract;
4. The offer, proposal or bid submitted by the Concessionaire to the extent accepted by the DEM;
and
5. Solicitation documents issued by the DEM.

NOW THEREFORE, for and in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEM and Concessionaire enter into this Contract, on the terms and conditions contained herein:

PARAGRAPH 1: TERM OF CONTRACT:

The term of this Contract shall commence on April 1, 2020, and conclude on November 30, 2020, contingent upon the issuance of a Purchase Order by the Rhode Island Department of Administration. At the discretion of DEM, this Contract may be renewed for up to two (2) optional twelve (12) month extensions based on the Concessionaire's performance and the availability of funds. Concessionaire must advise DEM by XXXXXX and XXXXXXXX, respectively, if it does not intend to request the option to renew this Contract.

PARAGRAPH 2: CONCESSIONAIRE'S DUTIES:

The Concessionaire will perform the Scope of Services as identified in pages XXXX (XX) through XXXX (XX) and Exhibit XXX pages XXXX (XX) through XXXXXX (XX) of the RFQ. DEM makes no guarantee as to the Concessionaire's profit resulting from this Contract.

Concessionaire shall maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Contract from expenditures not attributable to this Contract.

Upon request by DEM, Concessionaire shall make available all of its books, records, documents, and accounting procedures and practices relevant to this Contract to the State for inspection and audits conducted pursuant to Paragraph 8 – State and Federal Audits.

PARAGRAPH 3: AUTHORIZED REPRESENTATIVES:

DEM's Authorized Representative: DEM's Authorized Representative for purposes of administering this Contract is:

Cynthia Elder
Chief, Business Development Office
Parks & Recreation

1100 Tower Hill Road
North Kingstown, RI 02852
401-667-6205
Cynthia.elder@dem.ri.gov

DEM's Authorized Representative has the responsibility to monitor the Concessionaire's performance and confirm payments and service as well review the supporting documentation submitted by the Concessionaire.

CONCESSIONAIRE's Authorized Representative: Concessionaire's Authorized Representative for purposes of administering this Contract is:

NAME
TITLE
COMPANY
ADDRESS
ADDRESS
PHONE
EMAIL

Concessionaire's Authorized Representative is responsible for ensuring that the scope of services is met and submitting timely payments.

If either Party selects a new Authorized Representative at any time during this Contract, they must notify the other Party in writing as soon as practicable.

PARAGRAPH 4: INSURANCE AND BONDS

The Concessionaire shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Solicitation or elsewhere in these Contract Documents. The Concessionaire shall purchase and maintain the insurance required by the Solicitation and this Contract from an insurance company or insurance companies lawfully authorized to issue insurance in the State of Rhode Island. The Concessionaire shall maintain the required insurance until the expiration of the period for this Contract and shall provide to DEM's Authorized Representative proof of such insurance on an annual basis. Failure to do so may be considered a breach of contract.

PARAGRAPH 5: CONSIDERATION AND PAYMENT

All payments associated with this Contract will be made in accordance with the Payment Schedule outlined below and described within the Bid Proposal (Exhibit XX). The Concessionaire shall submit timely payments to DEM through wire transfer or by check. Checks are to be made payable to the State of Rhode Island and mailed to RIDEM Division of Parks & Recreation, 1100 Tower Hill Road, North Kingstown, RI 02852..

Any payments not received within 30 days (or the next business day) as outlined in the Payment Schedule are subject to a late fee.

ANNUAL PAYMENT SCHEDULE					
	Bid Amt/(3) Yrs	Bid Amt/Year	Payment Schedule	Contract Payment	Capital Payment

PARAGRAPH 6: ASSIGNMENT, AMENDMENTS, and SPECIAL CONDITIONS

ASSIGNMENT: Concessionaire may neither assign nor transfer any rights or obligations under this Contract.

AMENDMENTS: Any amendment to this Contract must be in writing and signed and approved by DEM and shall not be effective until it has been executed by both Parties.

WAIVER: If DEM fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

MODIFICATIONS: The Parties agree that no modification of this Contract may be made except pursuant to a written Contract Amendment signed and fully executed by both Parties.

SEVERABILITY: If any section, term, or provision of this Contract should be adjudged invalid for any reason, that judgment should not affect, impair, or invalidate any remaining sections, terms, or provisions, all of which shall remain in full force and effect.

SUBCONTRACTORS: The Concessionaire shall not subcontract with any third-party, except as set forth in its bid or proposal, without the prior written consent of DEM and the State Purchasing Agent. Such consent, if granted, shall not relieve the Concessionaire of any of its responsibilities under the Contract, nor shall it create privity of contract between the DEM and the sub-contractor. If the Concessionaire uses a sub-contractor to fulfill its responsibilities, then the Concessionaire shall be responsible for the sub-contractor's performance, compliance with the applicable terms of the Contract and all applicable statutes, rules, regulations, and these General Conditions of Purchase. Upon request, the Concessionaire must submit to DEM and/or the Division of Purchases a list of all subcontractors to be employed in the performance of this Contract.

PARAGRAPH 6: INDEMNIFICATION

Concessionaire shall indemnify, save, and hold DEM, its agents, and employees harmless from any claims or causes of action arising from the performance of this Contract by Concessionaire or the Concessionaire's agents or employees.

During and as a result of any projects and activities that are conducted by Concessionaire on property owned or managed by DEM, Concessionaire hereby agrees that it shall indemnify and hold harmless the DEM for all loss, damage and injury, including bodily injury and death, caused by the negligence or willful act or omission of Concessionaire its agents, employees, invitees, volunteers and all others pursuant to this Contract.

PARAGRAPH 7: STATE AND FEDERAL AUDITS

DEM and its authorized representatives, including other state and federal entities, shall have the right to audit, examine and make copies of all financial and related records relating to this Contract. Concessionaire shall cooperate with any state or federal audit with regard to this Contract and shall maintain complete and accurate accounting records pertaining to this Contract for a period of seven (7) years after this Contract has closed.

PARAGRAPH 8: WORKERS' COMPENSATION

Concessionaire certifies that it is in compliance with State laws relating to workers' compensation coverage. Concessionaire's employees and agents will not be considered State employees. Any claims that may arise on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

PARAGRAPH 9: PUBLIC RECORDS

All records possessed by DEM in connection with this Contract are subject to the Rhode Island Access to Public Records Act (hereinafter “APRA”), R.I. Gen. Law § 38-2-1, et seq. In no event shall DEM be liable to Concessionaire for releasing to the public any records relating to this Contract that DEM determines should or must be released in accordance with APRA.

PARAGRAPH 10: GOVERNING LAW

This Contract and performance hereunder shall be construed under the laws of the State of Rhode Island.

PARAGRAPH 11: TERMINATION

The DEM may terminate this Contract without notice in the event of material breach of contract by Concessionaire. Material breaches of contract include but are not limited to bankruptcy, failure to open a facility, failure to provide services as outlined within the RFQ, failure to submit timely payments, etc.

Both Parties have the right to terminate this Contract upon hundred and eighty (180) days’ written notice to the other party. In such event, the Contract shall be equitably adjusted to compensate for work satisfactorily completed. In the event that funding to DEM for this purpose is reduced or eliminated, DEM shall reduce its obligation accordingly and notify Concessionaire in writing.

PARAGRAPH 12: FORCE MAJEURE

Neither the DEM, nor the Concessionaire, shall be liable to the other for failure or delay or interruption in the performance of any of the terms, covenants or conditions of this Contract due to causes not reasonably foreseen by, beyond the control of, and without the fault or negligence of the party declaring a force majeure event, 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; provided that the party declaring a force majeure event shall have used its best efforts to avoid such failure or delay in performance, minimized the impact thereof, and given prompt written notice to the other party when first discovered, fully describing its probable effect and duration.

In such event of excusable delay or non-performance, the DEM shall have the right, at its option and without liability, to cancel by notice to the Concessionaire any and all portions of Concessionaire’s performance so affected and to take such other action as may be necessary. The DEM may, after ascertaining the facts and the extent of the delay, extend the time for completing performance when the facts so justify and amend the timetable accordingly. In the event a facility on any DEM Premise(s) under this Contract are destroyed beyond repair or beyond repair within the applicable recreational season, DEM may terminate this contract. The DEM shall not be liable for any increased costs, including price escalation, beyond the performance or delivery date, due to

a force majeure event. DEM makes no guarantee as to the Concessionaire's profit resulting from this Contract.

Force majeure shall not include the Concessionaire's financial distress or the financial distress of the Concessionaire's parent, subsidiary, affiliated or associated company; claims or court orders that restrict Concessionaire's ability to deliver the goods, products or services contemplated by the Contract; strikes; labor unrest; supply chain disruptions; Concessionaire's subcontractor's or supplier's financial distress, conduct, negligence or default; or, as otherwise set forth within the Contract and associated documents.

PARAGRAPH 12: ASSURANCES

This Contract is executed, delivered, and accepted upon the express terms, covenants and conditions herein, which terms, covenants and conditions shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

PARAGRAPH 13: REMOVAL OF EQUIPMENT

Concessionaire shall retain title to and shall remove, at its sole cost, prior to the expiration or termination of this Contract, all of Concessionaire's Equipment. "Concessionaire's Equipment" shall mean all equipment, apparatus, machinery, signs, furnishings and personal property installed by Concessionaire and used in the operation of the business of Concessionaire. If such removal shall injure or damage the Concession Premise, Concessionaire agrees, at its sole cost, at or prior to the expiration or termination of this Contract, to repair such injury or damage in good and workmanlike fashion and to place the Concession Premises in the same condition as the Concession Premises would have been if such Concessionaire's Equipment had not been installed.

If Concessionaire fails to remove any of Concessionaire's Equipment within thirty (30) days the expiration or termination of this Contract, the State may, in its discretion, keep and retain any of such Concessionaire's Equipment or dispose of the same and retain any proceeds therefrom, and State shall be entitled to recover from Concessionaire any costs of State in removing the same and in restoring the Premises in excess of the actual proceeds, if any received by State from disposition thereof.

PARAGRAPH 15: ATTACHMENTS

Attached hereto and made part of this Contract are the following exhibit(s):

Exhibit A - Concessionaire's Proposal

Exhibit B - Concessionaire's Bid Proposal

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals.

Division – Partner – facility – year contract created

WITNESSES

NAME OF PARTNER'S COMPANY

By: _____

NAME

_____ Date

TITLE

WITNESSES

STATE OF RHODE ISLAND

DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

By: _____

Janet Coit

_____ Date

Director

STATE OF _____
COUNTY OF _____

In the Town/City of _____ in said County and State, on the _____ day of _____ in year 2019, before me personally appeared **NAME AND TITLE**, of the **PARTNER'S COMPANY NAME** to me known and known by me to the party executing the foregoing instrument for and on behalf of **PARTNER'S COMPANY NAME** and he acknowledged said instrument by him executed to be his free act and deed in his capacity as aforesaid, and the free act and deed of the **PARTNER'S COMPANY NAME**

Notary Public

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In the City of Providence in said County and State, on the _____ day of _____, in year 2019, before me personally appeared Janet Coit, the Director of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, to me known and known by me to the party executing the foregoing instrument for and on behalf of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT, and she acknowledged said instrument by her executed to be her free act and deed in her capacity as aforesaid, and the free act and deed of the State of Rhode Island, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

Notary Public

CERTIFICATE OF AUTHORITY

I, _____ certify that I am the Secretary of _____ the corporation described in and which executed the foregoing instrument with the State of Rhode Island, Department of Environmental Management: That the said corporation is organized under the laws of the State of Rhode Island that **NAME OF PERSON SIGNING CONTRACT** who executed said instrument as the **PERSON'S TITLE** of said corporation was then **PERSON'S TITLE** of said corporation and was duly authorized to execute said instrument on behalf of said corporation: that I know the signature of said **NAME OF PERSON SIGNING CONTRACT** and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the corporate seal of said corporation the _____ day of _____, 2019.

SIGNED: _____

EXHIBIT A

Concessionaire's Proposal including all attachments, written addendums and amendments

(attached)

EXHIBIT B

Concessionaire's Bid Proposal

(attached)

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

INSURANCE REQUIREMENTS

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

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

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.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

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.