



# Request for Quote

Page 1 of 1

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

CREATION DATE : 03-JAN-17

BID NUMBER: 7551257

TITLE: BURLINGAME CAMPGROUND, CAMP STORE AND  
REC CENTER CONCESSIONS

BLANKET START : 01-MAR-17

BLANKET END : 31-OCT-22

BID CLOSING DATE AND TIME: 15-FEB-2017 02:00:00

BUYER: Cadoret, David  
PHONE #: 401-574-8131

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

Requisition Number: 1490689

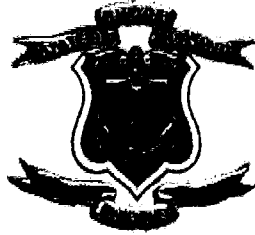
Note to Bidders: THIS IS A REVENUE PRODUCING CONTRACT FOR THE STATE OF RHODE ISLAND DIVISION OF ENVIRONMENTAL  
MANAGEMENT WITH NO BUDGETARY EXPENSES ALLOCATED.

Line	Description	Quantity	Unit	Unit Price	Total
1	DEM - 2017 - 2022 BURLINGAME STATE PARK CONCESSION. SUBMIT PRICING ON ATTACHED BID FORM.	1.00	Each		

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



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

**INVITATION TO BID**  
**Burlingame Campground, Camp Store and Recreation Center**  
**Concessions**

**SOLICITATION NUMBER: 7551257**

**Submission Deadline: 2/15/17 AT 2PM**

**PRE-BID/ PROPOSAL CONFERENCE: YES**  
**MANDATORY: YES**  
**DATE: 2/2/17 AT 10AM**

**LOCATION: Burlingame State Park, RT 1, Charlestown, RI Meet at Main**  
**Entrance/Permit Office**

**SURETY REQUIRED: YES\*\* SEE NEXT PAGE**  
**BOND REQUIRED: NO**

**QUESTIONS** concerning this solicitation may be emailed to the Division of Purchases at [doa.purbidinfo@purchasing.ri.gov](mailto:doa.purbidinfo@purchasing.ri.gov) no later than 5:00 PM on Monday, February 06, 2017, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation.

**David A. Cadoret**  
**Chief Buyer**

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

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

**SURETY IS BEING BASED ON THE FOLLOWING NUMBERS:**

Capitol Improvement Payment	170,000 x 5 years	850,000
EPO payment	5,000 x 5 years	25,000
Percentage of gross (historical average)	174,577 x 5 years	872,885
Total 5 years		1,747,885
Surety required (5% of total)		87,394.25

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## **SECTION 1. BID PROPOSAL OVERVIEW**

### **A. INSTRUCTIONS AND NOTIFICATIONS**

1. The DIVISION of Parks and Recreation ("DIVISION") is seeking proposals from a qualified CONCESSIONAIRE to provide Campground, Camp Store and Recreation Center concession services at Burlingame State Campground located in Charlestown, Rhode Island. The goal of this solicitation is to award a five (5) year contract to a business entity that will operate the Campground, Camp Store and the Recreation Center at Burlingame State Campground, create and foster an environment that compliments and enhances the natural and cultural experiences of the campground and provide for the repair and upgrade of the facilities.
2. This solicitation does not commit the DIVISION to award a contract. No other party, including any CONCESSIONAIRE, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the DIVISION, do not meet the requirements listed in this solicitation will not be reviewed. Any response to this solicitation will become the property of the DIVISION and will be considered public record as defined in Title 38, Chapter 2 of the Rhode Island General Laws. The DIVISION is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this.
3. CONCESSIONAIRES are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
4. All costs associated with developing or submitting a bid proposal in response to this solicitation, or to provide oral or written clarification of its content, will be borne by the CONCESSIONAIRE. The State assumes no responsibility for these costs.
5. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
6. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein. It is intended that an award pursuant to this solicitation will be made to prime CONCESSIONAIRE who will assume responsibility for all aspects of the work. Joint ventures will be considered, so long as the CONCESSIONAIRE'S duties and responsibilities are clearly articulated in such form as acceptable to the State. Subcontractors are permitted, provided their use is clearly indicated in the CONCESSIONAIRE's proposal and the subcontractor(s) to be used are identified in the proposal.

7. All proposals should include the CONCESSIONAIRE'S FEIN or Social Security number as evidenced by a W-9 Form, downloadable from the DIVISION's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
8. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, will have the right to transact business in the state until it will have procured a Certificate of Authority to do so from the Rhode Island Secretary of State. *This is a requirement only of the successful vendor(s).*
9. CONCESSIONAIRES are advised that all materials submitted to the State for consideration in response to this solicitation may be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request, once an award has been made.
10. The State has a goal of ten percent (10%) participation by MBE's in all State procurements. For further information, visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov) or to speak with an MBE officer, call (401) 574-8253.
11. Interested parties are instructed to check the DIVISION of Purchases' website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this solicitation.
12. The DIVISION of Purchases reserves the right to make an award (s) or to reject any or all proposals based on what it considers to be in the State's best interest.
13. The solicitation is intended to be as descriptive as possible. However, CONCESSIONAIRE may not take advantage of omission or oversights in this document. CONCESSIONAIRE must supply products and services that meet or exceed the requirements of this solicitation.

B. EVALUATION PROCESS

1. Proposals must be submitted to State of Rhode Island DIVISION of Purchasing and must completely address all of the requirements contained in this solicitation in order to be deemed responsive.
2. Proposals that fail to address all of the requirements contained in this solicitation may be rejected without further evaluation.



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

The bid will be awarded to the highest responsive, responsible bidder with consideration of the following:

- a. Bid Proposal. Refer to Attachment C.
- b. Financial Good Standing with the STATE.
- c. Business Summary. Refer to Attachment A.
- d. Experience: CONCESSIONAIRES must have a minimum of five (5) years' experience owning, managing or operating a business of similar size, type and scope as the Campground, Camp Store and Recreational Center concession operations set forth. The proposer will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this solicitation.

#### C. PROPOSAL DOCUMENTS REQUIRED

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

#### D. PROPOSAL SUBMISSION

1. CONCESSIONAIRES are directed to submit proposals as a paper document in a sealed and marked envelope.
2. Proposals misdirected to other State Agencies or locations or which are otherwise not submitted to the DIVISION of Purchases prior to the time of opening for any cause will be determined to be late and will not be accepted for consideration. The "Official" time clock is in the reception area of the DIVISION of Purchases. Postmarks will not be considered proof of timely submission. Please be advised that FedEx/UPS do not always arrive on time, so VENDORS

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

3. CONCESSIONAIRES are encouraged to submit written questions to the DIVISION of Purchases. No other contact with State parties regarding this solicitation will be permitted unless expressly authorized by the DIVISION of Purchases.
4. Responses should be mailed or hand-delivered by the submission deadline in a sealed envelope, marked on the outside of the envelope: **Solicitation Number: 7551257, Burlingame Campground, Camp Store and Recreation Center Concessions** and the opening date and time to:  
  

RI Dept. of Administration  
DIVISION of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855
5. Interested CONCESSIONAIRES may submit proposals to provide the services covered by this solicitation on or before the date and time listed on page one (1) of this solicitation. Responses received after this date and time, as registered by the office time clock in the reception area of the DIVISION of Purchases, will not be accepted.
6. Solicitation **7551257** is not a Disk-Based Solicitation.

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## SECTION 2. BID SPECIFICATIONS OVERVIEW

### A. TERM

1. The **Burlingame Campground, Camp Store and Recreation Center Concessions** will begin March 1, 2017 and end October 31, 2022.

### B. EXTENSION OR RENEWAL OPTION

1. 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 Campground, Camp Store and Recreation Center operations.
  - a. 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 percentage of gross revenues to be paid as yearly rental fee.
  - b. The DIVISION, in its sole discretion, reserves the right not to extend or renew the awarded contract beyond the initial term specified above.

### C. FINANCIAL REQUIREMENTS

1. In addition to the financial obligations listed within this solicitation, the CONCESSIONAIRE will pay to the DIVISION:
  - a. A percentage of the annual Gross Sales (see Attachment C: Pricing Submission Form).
    - i. The Percentage of Gross Sales will be paid in installments with the **remaining balance due on November 15 annually**. Checks are to be made payable to DEM State of Rhode Island and forwarded to DEM Parks and Recreation, 1100 Tower Hill Road, North Kingstown, Rhode Island 02852 on or before the below due dates:
      - \$20,000.00 due on July 1
      - \$20,000.00 due on August 1
      - \$20,000.00 due on September 1
      - \$20,000.00 due on October 1

- b. Capital Improvements in the amount of \$170,000.00 annually.
  - i. Capital Improvement payments will be wire transferred by CONCESSIONAIRE into a separate Bureau of Natural Resources Endowment Fund ("BNREF") located within the Department of Environmental Budget, on or before the below due dates:
    - \$34,000.00 due on July 1
    - \$34,000.00 due on August 1
    - \$34,000.00 due on September 1
    - \$34,000.00 due on October 1
    - \$34,000.00 due on November 1
- c. Environment Police Officer Details in the amount of \$5,000.00. Refer to Section 3D: Environmental Police Officers (EPOs) for further information and clarification.
  - i. EPO payment is due on November 15 annually.

D. INSURANCE REQUIREMENTS

1. The CONCESSIONAIRE will procure and maintain, at its expense, all insurance required in form and terms acceptable to State for the duration of the contract or as otherwise specified. The CONCESSIONAIRE will provide the State with replacement Certificate(s) and endorsements upon expiration, renewal, expiration or cancellation of the policies during the term of the contract, unless a longer period is specified. All certificates and endorsements will reference this solicitation.
2. **Commercial General Liability Insurance** covering bodily injury broad form property damage, personal and advertising injury, independent contractors, products completed operations, and contractual coverage. Coverage will be written on an occurrence basis and will extend to an agent, independent contractor, temporary worker and a leased worker. A combined single limit of \$1,000,000.00 per occurrence and aggregate is required.
3. **Auto Liability Insurance** covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000.00 will be obtained.
4. **Workers Compensation** coverage in compliance with the workers' compensation laws of the State. Coverage will include Employers Liability Insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 disease or policy limit, \$500,000.00 each employee.

5. **Alternative Employer Endorsement** will be required for both the workers compensation and employers liability policy.
6. **Professional Liability Insurance** coverage to include Errors or Omissions, Product Failure, Security Failure, Professional Liability and Personal Injury. CONCESSIONAIRE will obtain Professional Liability Insurance with minimum limits of \$1,000,000.00 per occurrence and aggregate.
7. **Employee Dishonesty Insurance** with minimum limits of \$50,000.00 per each occurrence.
8. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the CONCESSIONAIRE in excess of the minimum requirements set forth above. The duty to indemnify the State under the agreement will not be limited by the insurance required in this section or in any way limit the CONCESSIONAIRE's liability.
9. The Commercial General Liability Insurance, Auto Liability Insurance and the Professional Liability Insurance will include the State, agencies, officers and employees as Additional Insured but only with respect to the CONCESSIONAIRE's activities under the contract.
10. The insurance required through a policy or endorsement will include:
  - a. A waiver of subrogation waving any right to recovery the insurance company may have against the State, it agencies, officers and employees.
  - b. A provision that CONCESSIONAIRE's insurance coverage will be primary to any insurance, self-insurance or self-insured retention maintained by the State, its agencies, officers and employees. Any insurance, self- insurance or self- insured retention maintained by the State, its agencies, officers and employees will be in excess of the CONCESSIONAIRE's insurance and will not contribute.
  - c. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without 30 days written notice from the CONCESSIONAIRE or its insurer(s) to the Department of Administration, Division of Information Technology and to the Purchasing Agent. Any failure to comply with the reporting provisions of this clause will be grounds for immediate termination of this contract.
  - d. Insurance coverage required under the contract will be obtained from insurance companies acceptable to the Purchasing Agent.
  - e. The CONCESSIONAIRE will pay all deductibles, self-insured retentions and/ or self-insurance included hereunder.

- f. The CONCESSIONAIRE will disclose to the State the amount of any deductible, self-insured retention and/ or self-insurance. The State reserves the right to reject any such insurance as not complying based on the amount of the deductible, self-insured retention and/or self-insurance.
- g. The Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

### **SECTION 3. CAMPGROUND CONCESSION**

#### **A. SITE DESCRIPTION**

- 1. The CONCESSIONAIRE will operate and maintain the following facilities located in Burlingame State Campground:
  - a. Six hundred and ninety eight (698) campsites
  - b. One (1) shelter
  - c. Twenty (20) cabins
  - d. Five (5) restroom facilities with showers
  - e. Morton Storage Building
  - f. Recreational Control Station (designated area of building)
  - g. Camp Store
  - h. Recreation Center
  - i. Note: A caretaker house is located within the campground and is not part of this solicitation. The house is leased by a DIVISION employee.

B. RESERVATION SYSTEM

1. The CONCESSIONAIRE is required to utilize the reservation system contracted by the DIVISION. During the term of the concession contract the reservation system vendor may change. Currently, the reservation system vendor is Active Network (d/b/a) Reserve America. The contract expires October 31, 2017.
  - a. At a minimum, the reservation system provider or DIVISION will supply:
    - i. Computers / Tablets
    - ii. Printers
    - iii. Software
    - iv. Training
  - b. Please visit [www.reserveamerica.com](http://www.reserveamerica.com) to review current reservation system.

C. OFFICE SUPPLIES

1. The CONCESSIONAIRE is responsible for the cost of the following office supplies:
  - a. Camping permit paper
  - b. Yellow tags for campground inventory board.
  - c. Hanging vehicle tags, second car passes and visitor passes.
  - d. All printer cartridges

D. ENVIRONMENTAL POLICE OFFICERS (EPOs)

1. The CONCESSIONAIRE is required to provide s DEM Law Enforcement Officers (EPOs) security details for Fridays, Saturdays and Holidays for a minimum of four (4) hour shifts from April through October of each year.
  - a. Days and specific schedules to be determined by the Chief of the DIVISION or designee. In the event of inclement weather, cancellation of the detail assignment will be determined by the Chief of the DIVISION or designee.

- b. The overall cost to the CONCESSIONAIRE for the EPO details is \$5,000.00 per year.
  - i. However, the CONCESSIONAIRE will be invoiced for all EPO details at the end of the camping season and is required to write a check for the full amount of all EPO details, payable to DEM State of Rhode Island.
  - ii. The CONCESSIONAIRE will receive a credit towards the yearly percentage of gross revenues owed to the DIVISION for the amount paid less \$5,000.00. For example, if the EPO detail cost for the camping season is \$28,000.00, which is the average cost over the last three (3) years, the CONCESSIONAIRE will receive a credit towards the yearly percentage of gross revenues owed in the amount of \$23,000.00 ( $\$28,000.00 - \$5,000.00 = \$23,000.00$ ).

E. CAMP STORE CONCESSION

- 1. The Camp Store will provide camping supplies, such as camp stove and lantern fuel and groceries including, but not limited to bread, fresh milk, beverages, candy, ice cream, ice and packaged sandwiches.
  - a. No glass containers of any kind will be used in the dispensing of food and/or beverages.
  - b. Alcohol and tobacco sales are not permitted on the premises.
  - c. Advertising signs of any particular brand commodity is not allowed outside of the building.
  - d. The CONCESSIONAIRE will strive to provide fresh and locally grown foods.
- 2. The CONCESSIONAIRE has the option to provide canoe and kayak rental services.
  - a. Life vests must be provided.
- 3. The CONCESSIONAIRE has the option to provide bicycle rental services.
  - a. Safety helmets must be provided.
- 4. The CONCESSIONAIRE will be responsible for providing beverage only vending machines. A vending machine is any machine used to disperse a product to a consumer when a coin, bill, token or any other form of payment has been inserted or scanned.
  - a. A maximum of five (5) vending machines will be allowed.
  - b. Location of the vending machines to be determined by the DIVISION and communicated to the CONCESSIONAIRE, in writing.



5. The CONCESSIONAIRE will be responsible for clearly indicating prices via a menu, menu board or individually marked items.
  - a. With prior approval by the DIVISION, some prepackaged items may be individually priced if such pricing is readily visible to customers prior to the purchase.
  - b. Location of signage must be approved by the DIVISION before posting.
6. The CONCESSIONAIRE must meet all state and local regulations in regard to food preparation and distribution. The CONCESSIONAIRE must also display the required certifications for food and beverage services.
  - a. The CONCESSIONAIRE will be responsible for obtaining a Food Safety Manager Certification prior to opening of the concession operations.
    - i. Recertification as required by the RI Department of Health.
    - ii. The CONCESSIONAIRE will be responsible for obtaining a Pre-Operational Inspection from the RI Department of Health prior to opening of the concession operations.

F. RECREATION CENTER CONCESSION

1. The CONCESSIONAIRE will provide arcade type games which will include, but not limited to:
  - a. Pinball Machines, Arcade Video Games, Crane Machines, Driving Video games, Pool Tables, Air Hockey
  - b. All machines will be approved by the DIVISION before placement.
2. No glass containers of any kind will be allowed inside the PREMISE.
3. Alcohol, smoking and other tobacco products are not permitted inside or within 200 feet around the PREMISE.
4. Advertising signs of any particular brand commodity is not allowed outside of the building.
5. The CONCESSIONAIRE will be responsible for clearly indicating prices via a menu board or individually marked games.
  - a. Location of signage must be approved by the DIVISION before posting.

6. The scope of services provided by the Recreation Center may be adjusted during the term of the concession contract based on need, for example, converting the Recreation Center into a movie room or WiFi café.
  - a. Any change in the scope of services provided by the Recreation Center must be approved in advance by the DIVISION.

#### **SECTION 4. SCOPE OF SERVICES FOR CONCESSION OPERATIONS**

##### **A. GARBAGE DISPOSAL AND RECYCLING**

1. The CONCESSIONAIRE will be responsible for the cost of providing containers for trash and recycling to collect any refuse generated by the concession operations and by the patrons of the Campgrounds, Camp Store and Recreation Center. The CONCESSIONAIRE will provide such additional trash containers as may be required to keep the immediate concession premises clean at all times.
  - a. Concession premises: Campground, Camp Store and Recreation Center
2. The CONCESSIONAIRE will be responsible for the cost of the daily removal of trash and recycling from State Property. Recycling is mandatory and will be strictly enforced.
  - a. The daily removal of trash and recycling is not allowed prior to 8:00 AM.
3. The CONCESSIONAIRE is responsible for ordering all dumpsters and all costs associated.
  - a. A minimum of thirteen (13) dumpsters is required with a maximum amount not to exceed twenty (20).
  - b. Locations of dumpsters to be determined by the DIVISION.

##### **B. PORTABLE TOILETS**

1. The CONCESSIONAIRE will be required to provide portable toilets, in good working condition.
  - a. April through Memorial Day a minimum of seven (7) portable toilets is required.
  - b. Memorial Day through Labor Day a minimum of twenty three (23) is required.
  - c. Labor Day through October, a minimum of seven (7) is required.
  - d. Portable toilets must be cleaned a minimum of four (4) times per week.
    - i. Sunday, Monday, Wednesday and Friday

C. RESTROOM FACILITIES WITH SHOWERS

1. The CONCESSIONAIRE is responsible for providing the necessary cleaning supplies, cleaning equipment and for the daily cleaning of these facilities:
  - a. Minimum of three (3) cleanings per day, Sunday through Thursday.
  - b. Minimum of four (4) cleanings per day, Friday and Saturday.
2. The CONCESSIONAIRE is responsible for maintaining, replacing and providing toilet paper and toilet paper receptacles.
3. The DIVISION is responsible for maintaining, replacing and providing the hand soap and hand soap receptacles.
4. The DIVISION is responsible for providing, repairing and replacing the electric hand dryers.
5. The DIVISION is responsible for the maintenance of the coin operated showers, as well as the collection of the coins.

D. GENERAL HOUSEKEEPING

1. Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat and orderly and includes, but not limited to, mowing, raking, sweeping, vacuuming, mopping, dusting, wiping, washing and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures and all adjacent grounds and walks.
  - a. Concession housekeeping will conform to DIVISION standards.
2. CONCESSIONAIRE is responsible for grass mowing and trimming throughout the campground and along the entrance roads.
3. CONCESSIONAIRE is responsible for the daily litter removal throughout the campground.
4. CONCESSIONAIRE is responsible for daily litter removal at all campsites and cabins and includes, but not limited to raking campsites, cleaning fireplaces, disposing of fireplace ashes and removal of fallen branches.

E. MAINTENANCE OF CONCESSION PREMISES

1. The CONCESSIONAIRE will be responsible for cleaning all service areas inside the Camp Store and Recreation Center and any area within a 200 foot radius around the Camp Store and within a 100 foot radius around the Recreation Center, including the parking lot.
2. The CONCESSIONAIRE will be responsible for the cost of all structural or other improvements, equipment and interior design and decor constructed or installed by the CONCESSIONAIRE.
3. Prior to construction for any improvements, the CONCESSIONAIRE at its own expense, will procure all building, fire, safety, aesthetic, environmental and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment and the interior design and decor. All permits and approvals must be submitted to the DIVISION. Improvement will not begin prior to CONCESSIONAIRE obtaining said permits and approvals.
  - a. All improvements will conform to and comply with the applicable ordinances, building codes, rules and regulations of the STATE OF RHODE ISLAND and such other authorities that may have jurisdiction over the facility areas or CONCESSIONAIRE's operations
  - b. All improvements must have prior written approval from the DIVISION. Written approval by the DIVISION of any improvements as provided does not constitute a representation or warranty as to such conformity or compliance by the DIVISION. Responsibility of conformity and compliance will remain with the CONCESSIONAIRE at all times.
4. The DIVISION will be responsible for the painting of the exterior of all concession buildings.
5. The DIVISION is responsible for all parking lot repairs and road repairs throughout the campground.
6. The DIVISION is responsible for all major repairs to buildings, plumbing, electric and major clearing of brush throughout the campground.

F. MAINTENANCE OF CONCESSION EQUIPMENT

1. The CONCESSIONAIRE will be responsible, at its own expense, for purchasing, installing and maintaining any equipment required for the camp store and recreation center concession operations and said equipment will remain its personal property.
  - a. As a courtesy, the DIVISION has supplied a Mr. Winter Walk-In Cooler in the camp store.
2. The CONCESSIONAIRE will be responsible for the cleaning, maintenance, repair or replacement of all equipment provided by the DIVISION listed above.
3. All fire extinguishers required by building code will be provided and maintained by the DIVISION. The DIVISION will be responsible for the hiring and cost associated with the annual inspection of the fire extinguishers. The CONCESSIONAIRE will ensure proper use of the fire extinguishers and will notify the DIVISION, in writing, if the fire extinguishers are used at any time during the season.

G. UTILITIES

1. The CONCESSIONAIRE will be responsible for the cost of the electricity for the Camp Store, Recreational Center and the Morton Storage Building.
  - a. Separate meters and/or secondary meters have been installed and will be read before the CONCESSIONAIRE takes possession. The CONCESSIONAIRE will be notified in writing of said reading for secondary meters and the DIVISION will invoice the CONCESSIONAIRE at the end of each year for all utilities utilized through secondary metering.
  - b. The DIVISION is responsible for the cost of electric in the campground.
2. The Camp Store and Recreation Center are equipped with a security system provided by National Security. The CONCESSIONAIRE will be responsible for the monthly cost of the security system if CONCESSIONAIRE chooses to activate the system.
3. The DIVISION will be responsible for the cost of the water in the campground, Camp Store and Recreation Center, as well as the well and water lines.
  - a. The DIVISION will be responsible for winterization by ensuring the water is turned off and drained at the end of each season to prevent freezing.

4. The DIVISION will be responsible for the cost of providing and maintaining the existing telephone line and facsimile line.
  - a. The CONCESSIONAIRE will be responsible for any additional telephone lines.
5. The DIVISION will be responsible for the cost of providing and maintaining the existing data line.

#### H. PERSONNEL

1. The CONCESSIONAIRE will be responsible for hiring and maintaining properly trained and experienced personnel to conduct landscaping and maintenance services. The CONCESSIONAIRE will comply with all federal, state and local laws related to minimum wage, social security, non-discrimination, unemployment compensation and workers' compensation.
2. A background check on hired personnel is strongly recommended by the DIVISION.
3. RI State residents will be given priority in the hiring process.
4. The employees are required to be neat in appearance and appropriately attired with suitable means of identification.
5. The CONCESSIONAIRE will prohibit smoking by its employees while working on state property.
6. In accordance with Executive Order No. 91-14, employees of the CONCESSIONAIRE will not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol.
7. The DIVISION will provide Park Rangers and lifeguards for patrol of the campground to enforce DIVISION rules and regulations.
8. The CONCESSIONAIRE is responsible to staff and operate the campground entrance/security gate on a twenty-four hour basis from April through October of each year.
  - a. A minimum of five (5) clerks should be scheduled on Fridays due to the high check in rate.
  - b. The CONCESSIONAIRE is responsible for verifying the ID of all patrons entering and exiting the campground.
9. The CONCESSIONAIRE is required to staff the Camp Store and Recreation Center and must be opened for business during the hours posted.
  - a. Staff must be present when the Camp Store and Recreation Center are open.

I. CUSTOMER SERVICE

1. Employees hired by the CONCESSIONAIRE are representing not only the CONCESSIONAIRE, but also the DIVISION and as such, the CONCESSIONAIRE will ensure that all employees refrain from offensive and inappropriate conduct or language.
2. The CONCESSIONAIRE will provide continuing training and evaluation of all employees assigned to the **Burlingame Campground, Camp Store and Recreation Center Concessions** to ensure consistent, efficient and satisfactory performance.
3. The DIVISION will provide CONCESSIONAIRE the RI State Parks Campground Rules and Regulations Manual.

SECTION 5. GENERAL CONTRACT PROVISIONS

A. RATES

1. The rates charged to the public for camping or other point of sale items were adopted pursuant to Chapters 42-17.1-9.1 and 42-35 of the Rhode Island General Law of 1956, as amended. The rates must be adhered to with no exceptions unless listed herein.
  - a. Note: The DIVISION reserves the right to modify the rates as necessary by calendar year or by fiscal year throughout the term of the awarded contract. The fiscal year for the DIVISION is July 1st through June 30th.

B. SITE CLOSURES

1. The DIVISION reserves the right to close all or a portion of any area in this solicitation for repair, construction, floods, snow, extreme fire danger, or other natural events, wildlife protection or risks to public health and safety. The DIVISION will not be liable to the CONCESSIONAIRE for lost revenues, operating costs, or any other losses resulting from these closures.

C. GROSS SALES

1. GROSS SALES is defined as all sales or revenue generated by CONCESSIONAIRE from doing business under the awarded contract including, but not limited to, the total amount collected for picnic tables, dump fees and gift certificates.
2. The CONCESSIONAIRE will not reduce or increase the amount of GROSS SALES as a result of any of the following, including but not limited to:
  - a. Any error in cash handling by CONCESSIONAIRE or CONCESSIONAIRE's employees or agents.

D. CONCESSION PREMISES

1. The premises will be used by the CONCESSIONAIRE for the development, operation and maintenance of a Campground, Camp Store and Recreation Center.
2. The CONCESSIONAIRE will not use or allow the PREMISES to be used, in whole or in part, during the term of the AGREEMENT, for any use in violation of any present or future laws, ordinances, rules and regulations at any time. These ordinances, rules and regulations include those which relate to sanitation, public health and safety.
3. The PREMISE and the space occupied by the CONCESSIONAIRE may be inspected at any time during the operating hours by the DIVISION or by any other state, county or municipal officer or agency having authority or jurisdiction for inspection of such concession operations. The CONCESSIONAIRE will immediately undertake the correction of any deficiency cited by such inspections.

E. DAMAGE TO PREMISES

- a. The CONCESSIONAIRE is responsible for acts of its employees and subcontractors while on the premises, including any damage to person or property.
- b. The CONCESSIONAIRE will take all necessary measures to prevent injury and loss to persons and property located on state property.
- c. The CONCESSIONAIRE is responsible for any damage incurred as a result of mower or trimmer damage to trees and shrubs and must repair or replace any such damage at its own expense.
- d. The CONCESSIONAIRE is responsible for any damage incurred as a result of mower or trimmer damage to personal property and must repair or replace any such damage at its own expense.
- e. The CONCESSIONAIRE will promptly repair any damage to the extent caused by its employees or subcontractors to state property. If the CONCESSIONAIRE fails to so, the DIVISION may repair the damage and the CONCESSIONAIRE will reimburse the DIVISION promptly for any and all reasonable expenses incurred in connection with the repair. At its option, the DIVISION may offset against all amounts due to the CONCESSIONAIRE for any and all reasonable expenses incurred in connection with the repair.



F. DEFAULT

1. The occurrence of any of the following will constitute a default:
  - a. Failure to provide services described in this solicitation, including any addendum(s), when due and such failure is not cured within five (5) days after written notice by the DIVISION.
  - b. Cancellation of insurance without DIVISION consent and not reestablished promptly after written notice by the DIVISION.
  - c. Bankruptcy or insolvency of the CONCESSIONAIRE for which no notice of opportunity to cure will be given by the State.
  - d. Any unapproved transfers without written permission of the DIVISION.
  - e. If the DIVISION discovers the CONCESSIONAIRE made a material misrepresentation to the DIVISION that induced the DIVISION to enter into the contract.
  - f. Failure of CONCESSIONAIRE to keep, perform and observe any other promise or violates any term, covenant or condition of the contract.

G. REMEDIES

1. The DIVISION may elect to allow the contract to continue in full force and effect without termination and to enforce all of the DIVISION's rights and remedies, including without limitation the right to collect compensation as it becomes due along with past due interest.

H. TERMINATION

1. Subject to the CONCESSIONAIRE's right to cure, the DIVISION may terminate the contract and CONCESSIONAIRE's right to possession immediately upon the occurrence of a default. Notice of termination may be given before or within the applicable time to cure.
2. The DIVISION may cancel and terminate the contract with or without process of the law and without liability.
3. The CONCESSIONAIRE will be liable for all amounts owed at the time of termination, including, but not limited to damages and costs, including attorney's fees caused by CONCESSIONAIRE's failure to perform its obligations.

I. RIGHTS NOT EXCLUSIVE

1. The CONCESSIONAIRE understands and agrees that its right to conduct **Burlingame Campground, Camp Store and Recreation Center Concessions** is not exclusive and that the use of the property is restricted by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state, or municipality having jurisdiction over the property.

J. FAILURE TO MAINTAIN

1. In the event the CONCESSIONAIRE fails to undertake prompt maintenance or repair(s) as required per the contract, the DIVISION may elect to have the maintenance or repair(s) 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 repair(s) for which the CONCESSIONAIRE is responsible.
2. The CONCESSIONAIRE will be responsible for reimbursing the DIVISION for any maintenance or repair(s) undertaken by the DIVISION in a timely manner.

K. GREEN INITIATIVES

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

L. SUBCONTRACTOR

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

M. 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.

N. 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 but not limited to suspension.

O. 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 in any manner result from or arise out of the contract.
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 contract, 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.

P. 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 contract 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.

Q. INTERPRETATION

1. The contract 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 the contract by this reference. In the event of any conflict between the State of Rhode Island Procurement Regulations and any provision of the Rhode Island General Laws and the contract 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 contract.
3. If any provision of the contract 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.

R. AMENDMENTS

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

S. TIME OF THE ESSENCE

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

T. INCORPORATION OF DOCUMENTS

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

U. AUTHORITY TO ENTER INTO AGREEMENT

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

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EXHIBIT A

BUILDING DESCRIPTIONS AND PHOTOS

**SEE ATTACHED PDF FILES**

EXHIBIT B

OPERATIONAL SCHEDULES AND REQUIREMENTS

**SEE ATTACHED PDF FILES**

ATTACHMENT A  
BUSINESS SUMMARY FORM

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tel No: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Individual Authorized to Negotiate and Contractually Bind Company:**

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

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

Tel No: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Individual Responsible for Administering this Agreement:**

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

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

Tel No: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_



**VENDOR NAME:** \_\_\_\_\_

In the space below, please provide a narrative explaining your background and recent experience with similar projects as the scope of work identified in this solicitation. Please attach additional sheets if more space is needed.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## ATTACHMENT B

## REFERENCE &amp; SIMILAR PROJECTS EXPERIENCE FORM

VENDOR NAME: \_\_\_\_\_

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

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

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

## ATTACHMENT C

## PRICING SUBMISSION FORM

VENDOR NAME: \_\_\_\_\_

**PROPOSAL PRICES.** Pricing submitted in this portion must be fully inclusive of all anticipated costs of this solicitation and will include all costs for management, supervision, labor and material associated with this solicitation.

Gross Sales	MINIMUM Percentage Bid of Gross Sales to Be Paid to State	BID Percentage of Gross Sales to Be Paid to State
\$0.00 Up to \$500,000.00	10 %	%
\$500,000.01 Up to \$699,999.99	12 %	%
\$700,000.00 Up to \$749,999.99	17 %	%
\$750,000.00 Up to \$799,999.99	17 %	%
\$800,000.00 Up to \$899,999.99	17 %	%
Above \$900,000.00	22 %	%

**FINANCIAL REQUIREMENTS SUMMARY.** In addition to the financial obligations listed within this solicitation, the CONCESSIONAIRE will pay to the DIVISION:

1. Percentage of Gross Sales to be bid above.
2. Capital Improvements in the amount of \$170,000.00 annually. Refer to Section 3E: Capital Improvements for further information and clarification.
3. EPO Details in the amount of \$5,000.00 annually. Refer to Section 3D: Environmental Police Officers (EPOs) for further information and clarification.

\_\_\_\_\_  
Signature of Authorized Representative\_\_\_\_\_  
Name/Title of Authorized Representative\_\_\_\_\_  
Date

**Contract Terms and Conditions**

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**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**SURETY REQUIREMENTS**

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

**INSURANCE REQUIREMENTS**

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

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

**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.

**RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one

hour additional time for clearance through security checkpoints.

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

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

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

**DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

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

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.