



## **Invitation to Bid**

### **DETAILED SPECIFICATIONS FOR PROFESSIONAL TRADE SERVICES**

#### **Mackerel Cove Beach 15 Beavertail Road Jamestown, RI**

1. The bidder shall not withdraw his/her bid within ninety days (90) after the scheduled closing time of the bid.
2. The Town seeks to award municipal work to qualified concession CONcessionAIRES, licensed by the State of Rhode Island, to provide one of, or any combination of the following; food and non-alcoholic beverages, frozen lemonade and novelty ice cream items at Mackerel Cove, located at 15 Beavertail Road. No other items, i.e. apparel, jewelry may be sold by the CONcessionAIRES at this location.
3. The bidder shall present his/her bid.
4. The bidder shall be aware that the hours of operation are from 9:00AM through 5:00 PM Monday through Sunday, seven days per week and is expected to provide service to the public during the hours of 9:00 AM through 5:00 PM daily during the Beach Season, as specified in the bid specifications Paragraph five (5).
5. One (1) parking spaces will be provided to the CONcessionAIRES within the parking area only and the license plate number of the vehicle associated with the deployment of services by the CONcessionAIRES are required. No other personnel shall be permitted to park in these designated spots.
6. The bidder may provide Concession Services at Mackerel Cove Beach between the following dates: May 15 – October 15; the bidder is required to provide Concession Services at Mackerel Cove Beach on weekends and holidays between the last Saturday in June and Labor Day each year.
7. The CONcessionAIRES must comply with all local and state laws governing the handling and dispensing of foods. Also, all state and federal tax regulations and laws must be complied with. All food vending shall be performed according to recognized industry standards, in accordance with all Federal, State, and Local laws, regulations and codes to insure the safety of the general public and the Concessionaire. Regular Rhode Island State Health (RIDOH), inspections are required at the beginning of the summer season. Full adherence to Rhode Island Health Department regulations is required and notification of the results of the evaluations must be given to the Parks and Recreation

Director and filed as Public Record within ten (10) days of receipt from RIDOH. Failure to comply with this regulation will result in immediate forfeiture of the rights to provide concessions at the site on Town owned property.

8. All bidders shall be insured for general liability, motor vehicle liability and workers compensation in amounts sufficient to satisfy Town requirements for the duration of the contract period. The bid award winner shall provide a certification of Insurance listing the Town of Jamestown as additional insured prior to issue of contract, proof of motor vehicle liability insurance and proof of workers compensation compliance.
9. The CONCESSIONAIRE shall comply with all provisions, conditions and stipulations of RHODE ISLAND GENERAL LAW as applicable.
10. The CONCESSIONAIRE shall provide adequate statutory Workman's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide EMPLOYERS GENERAL LIABILITY INSURANCE in the amount of One Million Dollars (\$1,000,000.00) for the benefit of his employees **not** protected by such compensation laws and will provide proof of this insurance prior at the start of the vending season at the time of acceptance of the contract.
11. The CONCESSIONAIRE shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or death of one (1) person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and CONCESSIONAIRE'S Comprehensive Property Damage Liability providing for a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property during the policy period.
12. The CONCESSIONAIRE shall provide the Owner an insurance policy written in the name of the OWNER, it's employees, servants and agents, and extended to include the interests of the Engineer, it's employees and agents, to protect the OWNER, and the Engineer from any liability which might be incurred against them as a result of any operations of the CONCESSIONAIRE or his subcontractors, or their employees. Such insurance shall provide a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and a limit of not less than One Million Dollars (\$1,000,000.00) for all damages out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury or destruction of property during the policy period.
13. The CONCESSIONAIRE shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, or non-insured vehicles in the amount of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or the death of any one (1) person, and subject to that limit for each person a total of not less than One Million Dollars (\$1,000,000.00) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any accident; and Property Damage in an amount not less than One Million Dollars (\$1,000,000.00) for all damages arising out of injury to or destruction of property.

14. Special hazards shall be covered by a rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies hereinabove required to be furnished by the CONCESSIONAIRE, or by separate policies of insurance as follows:
  - A. Property Damage Liability arising out of fire a result of CONCESSIONAIRE negligence.
  - B. Property Damage Liability for injury to or destruction of property arising directly or indirectly from alteration of the grounds associated with the operation.
  - C. During the progress of the work the CONCESSIONAIRE shall effect and maintain CONCESSIONAIRE RISK INSURANCE ON COMPLETED VALUE FORM against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending strike, aircraft, smoke and vehicle damage, vandalism, and malicious mischief upon all Work in place whether or not covered by partial payment made by the OWNER
15. The successful bidder shall supply phone numbers that allow contact during hours of operation and beyond.
16. The period of this bid award shall be from:  
May 15 – October 15

However, the Town reserves the right to extend the period of award for one additional (1) season during the following year 2017, upon agreement to the same by the CONCESSIONAIRE and the Town Council. Nothing herein shall obligate the Town to any such extension. All agreements contained within the accepted proposal must be held for the original and extended term or terms, should said agreement to extend the term or terms take effect. While the CONCESSIONAIRE is not permitted to provide concessions prior to the date of operation as specified above and beyond the conclusion date of operation, he/she will be permitted one week of access to the site for preparation time in advance of the season and one week of break down after the conclusion of the season.

17. Vehicles, CONCESSIONAIRE carts, trailers, grills, refrigerators, umbrellas, chairs and other vending related items may not be stored at the site.
18. There is NO ELECTRICITY OR WATER AVAILABLE at the Mackerel Cove Beach site.
19. CONCESSIONAIRE is responsible for the cleanup of site including grease spills, paper, food products, and is to keep the parking area clean and neat during hours of operation. The Town of Jamestown is a recycling community and recycling is required of the CONCESSIONAIRE. Placement of recyclable materials by the CONCESSIONAIRE in an accessible, mutually agreed upon site between the Parks and Grounds staff and the CONCESSIONAIRE is required as daily removal of recyclable materials will be conducted. Recyclable materials include; cans, aluminum cans, plastic bottles, glass bottles, paper products and cardboard.

20. CONCESSIONAIRE is permitted the placement of two signs no bigger than 3' x 4' on site and may advertise only their products sold on site.

Evaluation Criteria:

1. Based on ability to perform to specifications.
2. Revenue provided to town for the right to provide CONCESSIONAIRE services on site.
3. Historical experience working with the Town of Jamestown.
4. Recognized business reputation.
  - a. Business references. Provide three (3) business references, name, address and telephone number. Note: these references must be business related and not character references. These recommendations are critical to our evaluation process as we rely on this element of the process significantly.
  - b. Previous municipal or group customer references.

**BID PROPOSAL  
PRICE SHEET**

**PROFESSIONAL VENDOR SERVICES  
Mackerel Cove Beach  
15 Beavertail Road  
Jamestown, RI 02835**

Licensed/Approved Concession Food and Beverage VENDOR

I, \_\_\_\_\_ of \_\_\_\_\_

Name

Company

Propose to furnish the Town of Jamestown the Vendor services at Mackerel Cove Beach to provide food and non-alcoholic beverage services including frozen lemonade and novelty ice cream items of appropriately licensed/approved by the State of Rhode Island Vendor for a one (1) season service period extending from: May 15<sup>th</sup> – October 15

Bid for right to provide concessions at Mackerel Cove Beach, 15 Beavertail Road, Jamestown, Rhode Island:

Bid Amount: \$ \_\_\_\_\_ Written Number: \$ \_\_\_\_\_

\_\_\_\_\_

Signature and Title

\_\_\_\_\_

Date