



**TOWN OF
NORTH KINGSTOWN, RHODE ISLAND**

100 Fairway Drive
North Kingstown, RI 02852-6202
Phone: (401) 294-3331
Fax: (401) 583-4140
www.northkingstown.org

REQUEST FOR PROPOSALS

TOWN OF NORTH KINGSTOWN TOWN BEACH – BEACH CONCESSION Renovation and Operation- 2023

Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town of North Kingstown Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until **10:00AM, on Wednesday, May 3, 2023**, and will then be publicly opened and read aloud.

**NO PROPOSALS WILL BE ACCEPTED AFTER THE 10:00 AM, WEDNESDAY
MAY 3, 2023 DEADLINE.**

**A NON-MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR 10:00AM ON
Thursday, APRIL 27, 2023: MEET AT TOWN BEACH – BEACH CONCESSION**

All questions are to be submitted in writing via email to: Tim McDavitt, Purchasing / Finance: tmcdavitt@northkingstownri.gov NO LATER than Friday, April 28, 2023, at 4:00pm to post any necessary Addendum in a timely manner. NO QUESTIONS WILL BE ACCEPTED AFTER THIS DATE

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUMS. NO ADDENDUMS WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price. Evaluation on RFP submission will be completed for both the Contractor and professional participating in this build RFP.

Timothy McDavitt
Purchasing Agent

A certificate of Insurance showing \$1 million General Liability, and \$1 million Any Auto, with the Town being named as an additional insured; Worker's Compensation with a waiver of subrogation; will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 401-294- 3331, ext. 142.

***PLEASE SUBMIT ONE (1) ORIGINAL AND ONE (1) ELECTRONIC COPY
(THUMBDRIVE)***

NOTE: IN OUR ONGOING EFFORTS TO PREVENT FRAUDULANT ACTIVITY, ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING:

- **VENDOR'S BANKING INFORMATION (NAME OF BANK, ROUTING NUMBER, AND LAST FOUR NUMBERS OF ACCOUNT NUMBER)**
- **A COPY OF THE VENDOR'S W-9**

TOWN OF NORTH KINGSTOWN INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing/Finance, Town Municipal Offices, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that their bid is delivered within the date/time and at the place prescribed. Proposals received prior to the time of opening will be date/time stamped and securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic, or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of their bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that they are normally engaged in purveying the type of product, service, or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

It is the responsibility of the bidder to have inspected the Specifications and Contract Documents (including all addenda) which have been posted on the Town of North Kingstown and State of Rhode Island Purchasing websites. The failure or omission of any bidder to receive or examine any form, instrument, document shall in no way relieve any bidder from any obligation in respect to their bid.

When applicable, each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any one make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 8. BID SECURITY IS TO BE 5% OF THE CONTRACT PRICE. (When applicable)

ARTICLE 9. PRICES

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between unit prices and the extended totals, the unit prices shall govern. In the event that there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 10. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

In the event a column headed “Vendor’s Offering” is provided in the bid proposal, enter your offering, compliance or non-compliance in each space. DO NOT enter dollar amounts.

ARTICLE 11. DELIVERY

Delivery shall be F.O.B. North Kingstown, Rhode Island or as specified on the Bid Proposal Form.

ARTICLE 12. CONTRACT PERIOD AND TERM OF AGREEMENT *(When Applicable to Bid)*

Contract period is found in the Standard Form of Agreement. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 13. LABOR REGULATIONS *(When Applicable to Bid)*

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wage obligations, and charges by Contractors on public works projects.**
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)**
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40 USC to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).**
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).**
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).**

- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulation (29 CFR, Part 1926, and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 14. SAFETY STANDARDS AND ACCIDENT PREVENTION (*When Applicable to Bid*)

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- d. Bidders are informed that the Project is subject to the requirements of Section 292.675. RSMO, which requires all contractors or sub-contractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("OSHA") or a similar program which is at least as stringent as an approved OSHA program. The training must be Completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

ARTICLE 15. INSURANCE REQUIREMENTS (*When Applicable to Bid*)

The Vendor/Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, their operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor/Contractor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, their breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of their bid.

The Vendor/Contractor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor/Contractor shall provide a certificate of insurance as specified in the bid specifications/proposal form. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Vendor's/Contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below; /

1. (R) Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. (R) Automobile Liability - \$1,000,000. With both of the above naming the Town as additional insured.
3. (R) Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation
4. (NR) Professional Liability – \$1,000,000.00
5. (NR) Asbestos Liability – \$1,000,000.00

*(R) REQUIRED (NR) Not Required

The Vendor/Contractor shall secure, pay for, and maintain insurance as necessary to protect themselves against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner, and shall secure, pay for, and maintain insurance as necessary to protect against errors and omissions which may result from this project.

When applicable, the Vendor/Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Vendor/Contractor shall be fully responsible for the acts and omissions of their sub-contractors and of persons employed either directly or indirectly by him/her. Nothing contained in the contract shall create any contractual relation between any sub- contractor and the Town of North Kingstown.

ARTICLE 16. PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND *(When Applicable to Bid)*

The successful bidder will be required to furnish the Town with a performance Bond and Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town. The failure of the successful bidder to supply the required Bonds within a time specified or within such extended period as the Town of North Kingstown may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest bidder or re-advertise for bids.

ARTICLE 17. LAWS, ORDINANCES, AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown, Federal Labor Standards, and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

ARTICLE 18. LIQUIDATED DAMAGES *(When Applicable to Bid)*

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their Bid.

Failure on the part of the Contractor to complete the project within the agreed time schedule will result in a liquidated damage cost of One Hundred Dollars (\$100.00) per day, excluding Saturdays, Sundays, and holidays, to the Contractor, until completion (final Acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

ARTICLE 19. POWER OF ATTORNEY *(When Applicable to Bid)*

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 20. NOTICE OF SPECIAL CONDITIONS *(When Applicable to Bid)*

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a) Inspection and testing of materials**
- b) Insurance requirements**
- c) Wage rates**
- d) Stated allowances.**

ARTICLE 21. METHOD OF AWARD – LOWEST QUALIFIED BIDDER *(When Applicable to Bid)*

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded. If such bid exceeds such amount, the Owner may reject all bids. The awarding authority will not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to complete the work successfully and to

complete it within the time named in the contract. Pre-bid conferences may or may not be scheduled; therefore, it will be the responsibility of each bidder to visit the site and be familiarized.

SELECTION CRITERIA

The following factors will be considered in determining the Successful Vendor:

The Town Beach has a new playground and many visitors daily throughout the season. We are looking for a vendor with food service experience that will be able to renovate and provide plans for renovation and concession as well as a proposed time line and lease timeline proposal.

- Quality of work previously performed by the firm for the Town of North Kingstown, or other entity if any based on references
- Proposed length of lease in lieu of rent
- Proposed renovation plan for the concession stand
- Subject to approval and issuance of a food business license by the Department of Health, Building Official, Planning Department, Fire Department and Police
- BCI check;
- Variety of items sold;
- Meets minimum insurance requirements;
- Personnel assigned;

**TOWN OF NORTH KINGSTOWN
TOWN BEACH – BEACH CONCESSION**

ONLY VENDORS WHO HAVE A CURRENT CLASS I PEDDLER LICENSE ISSUED BY THE TOWN OF NORTH KINGSTOWN OR HAVE APPLIED FOR THE LICENSE SHALL BE ALLOWED TO SUBMIT A PROPOSAL.

The North Kingstown Town Beach will be open weekends beginning Memorial Day Weekend, and on a full-time basis beginning the first week of July through Labor Day.

The Vendor shall operate a self-contained food/soda concession preferably between the hours of 9:00AM and 5:00PM and at other times as designated and permitted by the Town during the season/agreed upon by Town and Vendor.

Vendors must have a current State MFE (Mobile Food Establishment License) & Class 1 Peddler License issued by the Town of North Kingstown or have applied for a license.

The Vendor must also comply with all local and state laws and regulations governing the handling and dispensing of food. All state and federal tax laws must also be complied with.

The Vendor shall not permit any other person, firm or corporation to operate the concession for which said license is granted, without prior consent by the Town of North Kingstown.

The Vendor shall keep the area surrounding the concession stand free of debris at all times.

Nothing is to be sold or served in/on glass (plates/bottles, etc.).

No alcoholic beverages of any kind are allowed on the beach.

The successful Vendor shall carry insurance as per Town Ordinance as follows:

\$1,000,000.00 General Liability and Automobile Liability, both naming the Town as additional insured; and Worker's Compensation, with a waiver of subrogation. If Worker's Compensation is unavailable, then an Independent Contractor form shall be filled in and filed with the State of Rhode Island, and a stamped copy given to the Town.

It is strongly suggested that you check with your insurance agent, to see that you have the required insurance.

TOWN OF NORTH KINGSTOWN TOWN BEACH – BEACH CONCESSION

Requirements with submittal:

- A sample schedule of food and beverages, along with their proposed prices for approval by The Town of North Kingstown.
- A complete description of the type of facility proposed to be established and how it will operate including times.
- Proposal form and layout with price.

The Terms of this proposal are as follows:

- 1) *The period of the concession is for beach season, minimum of June 2023 – September 2023*
- 2) Vendor to start upon completion of work and payment of any fees and approved insurance certificate.
- 3) Town will not be liable for any loss or damage.
- 4) Copy of current MFE & Class I Peddler License as issued by the Town of North Kingstown
- 5) Willing to sign a Memorandum of Understanding with the Town after bid award and negotiation of term.

The Town of North Kingstown reserves the right to reject any and all proposals, to waive any technical or legal deficiencies and to accept any proposal that it may deem to be in the best interest of the Town.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
PROPOSAL FORM
TOWN OF NORTH KINGSTOWN
TOWN BEACH – BEACH CONCESSION – 2023**

The Town of North Kingstown has concession space available at the Town Beach Campus for a single concessionaire to provide food services to the public. The Town is seeking offers for concessionaires to renovate the concession to include light plumbing, electrical and carpentry work then to provide food services to the public. The town will be providing: one reach in refrigerator, one work top stove storage, one work top fridge, one beverage refrigerator, Wall Coverings; kitchen grade; 10 sheets of FRP Material and 4 sheets stainless, tile flooring, 4-6 single hung windows opening left to right, two 48” stainless shelves, a stainless table and a 2-3 bay sink. It will be concessionaires’ responsibility to install all these items.

The layout must be as shown or similar to without blocking access way for the Town for the electrical panel, utility chase and water. Concessionaires will need to hire, pay for and oversee all construction as well as secure proper permitting required by the state and town for renovations and food licensing. Must be operational on or before June 30, 2023.

This concession stand is not equipped for fryolator, open flames or indoor grilling purposes. Must offer tabletop appliances or reheating types of equipment.

Renovation cost approximate value: _____

Rent amount concessionaire is willing to pay per month:_____

**To: Town of North Kingstown
 100 Fairway Drive
 North Kingstown RI 02852**

Please make sure the following are submitted with this proposal:

- Current (or applied for) Class 1 Peddler License issued by the Town of North Kingstown & State MFE;
- Schedule of food and beverages to be sold/sample menus with pricing

- Complete description of the type of facility proposed and how it will operate including times and dates
- Proposal form, proposed layout and renovations including pricing
- References

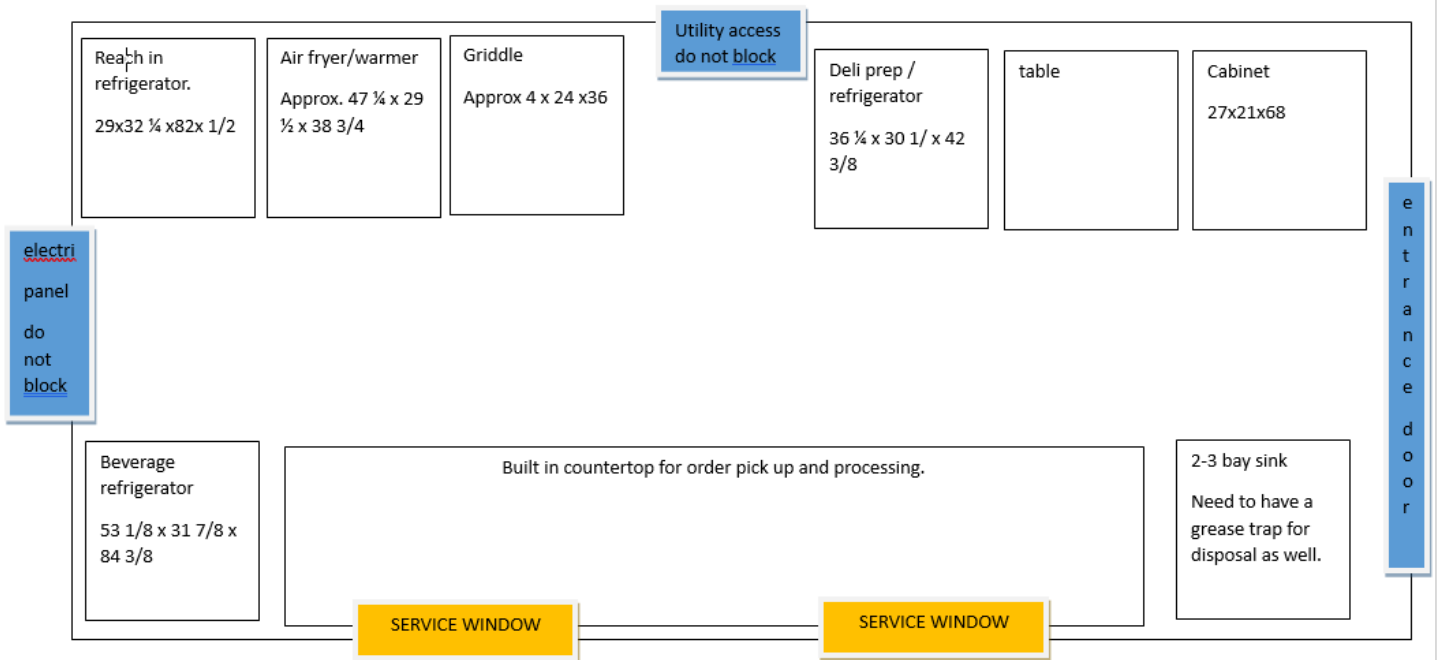
COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

(Please print name and title)

TEL: _____ DATE: _____



NOTE: The Town's Request for Proposal and vendor's response shall be affixed to and considered part of, this Contract.

If our minimum insurance requirements are not met, the Town may consider the vendor's proposal "non-responsive".