

PATRICIA A. PESHKA

PURCHASING AGENT



SCOTT AVEDISIAN

MAYOR

CITY OF WARWICK

PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401) 738-2000 EXT. 6240
FAX (401) 737-2364

The following notice is to appear on the City of Warwick's website Thursday, January 28, 2016. The website address is <http://www.warwickri.gov> (Online Resources Tab).

CITY OF WARWICK BIDS REQUESTED FOR

Bid #2016-220 Mobile Self-Contained Food Concessions at Various City Locations

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Thursday, January 28, 2016.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 10:00 AM, Wednesday, February 10, 2016. The bids will be opened publicly commencing 10:00 AM, on the same day in the Lower Level Conference Room, Warwick City Hall.

Awards shall be made on the basis of the highest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2000, extension 6241 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE SUBMIT THIS PAGE WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

BID #2016-220

PURCHASING AGENT

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

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at Various City Locations**

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If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids shall be in the order established by the posted agenda and the agenda shall continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid shall be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of noncompliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope. The exterior of the envelope shall be plainly marked to include: *YOUR COMPANY NAME* and "Bid #2016-220 Mobile Self-Contained Food Concessions at Various City Locations." **All vendors must be able to provide, upon request, applicable documentation required by the State of Rhode Island to make a sale.**

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids shall be accepted via facsimile or email.

Should you have any questions, please contact Christy Provencal, DPW, 925 Sandy Lane, Warwick, RI at 401-738-2000, extension 6508.

All proposals should be written in ink or typed. If there is a correction with whiteout, the bidder must initial the change.

Any deviation from the specifications must be noted in writing and attached as part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 attached should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prices to be held firm April 1, 2016 through March 31, 2018. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The successful bidder must provide the City of Warwick with an original certificate of insurance for General Liability, Product Liability and Automobile Liability in a minimum amount of \$1 million. Faxes are not acceptable. The certificate of insurance must name the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate during the complete contract period.

When a bid is awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a Certificate of Good Standing dated no more than thirty (30) days prior to the date upon which the bid award was made.

The successful bidder will provide said required insurances and Certificate of Good Standing within ten (10) calendar days after notification of award or the City reserves the right to rescind said award.

Failure to provide adequate documentation within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is opened.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City shall incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit shall be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this

Solicitation, which may be required or requested by the City of Warwick shall be the sole responsibility of and shall be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick shall be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement shall cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
NOTICE TO BIDDERS**

**MOBILE SELF-CONTAINED FOOD CONCESSIONS AT WARWICK CITY PARK,
OAKLAND BEACH, CONIMICUT POINT PARK, CONFREDA SPORTS COMPLEX,
MICKEY STEVENS SPORTS COMPLEX AND ROCKY POINT PARK**

YOU DO NOT HAVE TO BID ON ALL LOCATIONS.

Warwick City Park
Oakland Beach
Conimicut Point
Confreda Sports Complex
Mickey Stevens Sports Complex
Rocky Point Park (Entrance Only)

"Concessionaire" and the City of Warwick, hereafter referred to as the "City" as follows:

The City grants the vendor(s) admission to City-owned property for the purpose of retail sales commencing April 1, 2016 and terminating March 31, 2018.

For this contract, the areas covered are:

CITY PARK starting at the entrance off Asylum Road

OAKLAND BEACH, including the boat ramp, ball field, sea wall, and green parking area

CONIMICUT POINT starting at the entrance off Point Avenue

CONFREDA SPORTS COMPLEX starting from the entrance off Bend Street

MICKEY STEVENS SPORTS COMPLEX, including the parking lot in front of Thayer/Warburton Arenas, McDermott Pool, and parking at all ball fields and skate park

ROCKY POINT PARK starting at the entrance of Rocky Point Park and the corner of Palmer Avenue (Rocky Point Park vendors may only operate retail sales outside of park property).

1. Vendors may operate retail sales within City designated properties only, during the hours from sunrise to sunset when the city's parks are officially open according to City Ordinance, and at Mickey Stevens Sports Complex and Confreda Sports Complex during baseball and soccer seasons.
2. The vendor must supply all his own equipment in a self-contained mobile unit. No water or electrical power will be supplied.

3. No advertising signs may be posted on park property.
4. Vendor(s) will be limited to roadside parking only and shall not interfere with any ongoing activities in the park. Vendors must move if requested to do so by authorized member of the Public Works Department or the Warwick Police Department.
5. The City reserves the right to prohibit the vendor(s) from certain areas in City Park, Conimicut Point, Oakland Beach, Mickey Stevens Sports Complex, Confreda Sports Complex and Rocky Point Park, especially during special celebrations such as festivals, tournaments, etc., and to allow other food and refreshments to be sold in concert with the activity, as the city deems necessary. For an event calendar you may contact Michael Rooney at 401-738-2000, extension 6504.
6. The vendor shall comply with all state and local laws and regulations. **All vendors must be able to provide, upon request, applicable documentation required by the State of Rhode Island to make a sale.**
7. It is the vendor's responsibility to contact:

**Warwick Police Department
Warwick Board of Public Safety (for City License)
And Rhode Island Health Department**

8. The vendor must provide liability insurance saving the City harmless from, or on account of, any loss, injury damage to any person or property arising out of this operation, including products liability. A certificate of such shall be filed with the Purchasing Agent prior to operation and shall remain in effect throughout the complete contract period.
9. This agreement cannot be assigned, transferred, or subleased without the approval of the Public Works Director and the Purchasing Agent and obtained in writing.
10. The City reserves the right, acting through the Public Works Director, to make any other rules and regulations pertaining to the permits or vendor which are reasonable and are in the best interest of the city and public. The Director of Public Works may order unsatisfactory service or conditions to be remedied by the vendor. The vendor agrees that all persons properly upon the premises shall be permitted to avail themselves of the services of the vendor or anyone in his employ and will not discriminate against any person because of race, color or creed.
11. The vendor agrees that he will provide satisfactory service, sufficient to meet the reasonable demands of the public in a courteous manner and dressed in an acceptable manner.

12. No beer, wine, other alcoholic beverages, and/or tobacco products of any kind shall be available, sold or used at any time by the vendor. The sale of gum is prohibited.
13. Bidders must submit individual bids for each area. Permits will be awarded separately for each area listed.
14. The City is not responsible for any minimum gross sales. This agreement may be terminated by the City of Warwick at any time, when the terms or conditions of the agreement or regulations issued hereunder have been violated.
15. The successful bidder must submit a certificate of insurance, in a minimum amount of \$1 Million, which includes General Liability, Product Liability and Automobile Liability Insurance and naming the City of Warwick as the additional insured on the policy and so stated on the certificate.
17. The awarded amount must be provided to the City as listed below or the City reserves the right to cancel said award. Payment is to be made payable to the City of Warwick in the form of certified check, bank check or money order only. This is notice of these payments. Additional bills will not be sent. Payment may be made in full on April 15, 2016 or in six (6) timely installments as follows:

April 15, 2016	1/3 payment
June 15, 2016	1/3 payment
September 15, 2016	1/3 payment
April 14, 2017	1/3 payment
June 15, 2017	1/3 payment
September 15, 2017	1/3 payment
18. The City reserves the right to limit the number of vendor trucks allowed into the various locations.
19. The successful bidder(s) will report to the Warwick Police Department directly regarding the removal of other vendor(s) that have not been awarded that specific location.

BID AND CONTRACT FORM

**TITLE OF SPECIFICATION: Bid #2016-220 Mobile Self-Contained Food Concessions
at Various City Locations**

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications which are hereby incorporated by reference in exchange for the bid price below;

This offer shall remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance below by the CITY OF WARWICK shall transform the bid into a contract. This bid and contract shall be secured by Bonds, if required by the specifications.

BID EACH LOCATION SEPARATELY

(COMBINATION BIDS FOR TWO OR MORE LOCATIONS WILL NOT BE ACCEPTED)
MINIMUM BID \$350.00 PER LOCATION

LOCATION #	LOCATION	YEAR 1	YEAR 2
1	City Park	\$	\$
2	Oakland Beach	\$	\$
3	Conimicut Point	\$	\$
4	Confreda Sports Complex	\$	\$
5	Mickey Stevens Sports Complex	\$	\$
6	Rocky Point Park	\$	\$

*PLEASE NOTE THAT MULTIPLE VENDORS MAY BE AWARDED THE SAME LOCATION(S).