

Patricia A. Peshka
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
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The following notice is to appear on the City of Warwick's website Monday, September 27, 2021. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

**Bid2022-201 Food Concessionaire Services & Vending Machine Provider at Thayer/
Warburton Arenas & McDermott Pool**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Monday, September 27, 2021. *Please note that our office will be closed on Monday, October 11, 2021 and will re-open at 8:30am on Tuesday, October 12, 2021.*

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, October 13, 2021. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room at Warwick City Hall. *Please note that due to COVID-19, employees and visitors must adhere to social distance guidelines. All visitors are advised to wear masks if not fully vaccinated.*

Awards will be made on the basis of the lowest evaluated or responsive bid price.

Please note that no bids can be accepted via email or fax.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <https://www.ridop.ri.gov/contract-portal/>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

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.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, 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: _____

Bid2022-201

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

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 statues, 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**

**Bid2022-201 Food Concessionaire Services & Vending Machine Provider at Thayer/
Warburton Arenas & McDermott Pool**

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.

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 will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will 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 will 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 non-compliance 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, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2022-201 Food Concessionaire Services & Vending Machine Provider at Thayer/Warburton Arenas & McDermott Pool."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Christy Moretti, Department of Public Works, at 401-921-9602.

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

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

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

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

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General & Product Liability in a minimum amount of \$1 million. 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.

For a bid to be 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 approval was made.

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

Prices to be held firm November 1, 2021 through October 31, 2023. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

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 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 successful bidder must comply with all Rhode Island Laws applicable the 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 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 will 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 will 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 will 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 will be the sole responsibility of and will 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 will 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 will 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.

Concession Agreement

Agreement made and entered into by and between hereinafter referred to as the “concessionaire” and the City of Warwick hereafter referred to as the “City” as follows:

1. The City grants to the concessionaire the use of occupancy of the first floor concession area in the Thayer Arena and the Warburton Arena, 975 Sandy Lane, Warwick, Rhode Island of the period commencing November 1, 2021 through October 31, 2023 after date of award and to be used solely for the purpose of selling soft drinks, candy, ice cream, food and other refreshments, under the terms and conditions hereinafter set forth. Business shall be carried on from the part of the building as designated by the Warwick Public Works Director, hereby known as “concession”.
2. The concession shall be opened whenever organized activities are being held at the arena with advance schedule or notification given to concessionaire. Days and hours of operation must be approved by the Director ***prior*** to the season’s opening.
3. The concessionaire must supply his own electrical equipment, or any other equipment needed, which equipment shall be used only upon the approval of the Director of Public Works. Preparations and setup of concession area shall be the responsibility of the concessionaire. All necessary repairs improvements and maintenance shall be the responsibility of the vendor.
4. The quality of the food served, the prices charged and any other factor affecting the public interest ***must be approved*** by the Public Works Director before the concession is opened and the City reserves the right to regulate the sale of any commodity and to impose reasonable regulations necessary or proper for the protection of the public.
5. No advertising signs shall be posted except for price lists.
6. No goods shall be dispensed in glass containers. All containers, wrappers and other papers shall be picked up both within and without the concession area by the concessionaire or persons in his/her employ. The concession area shall be kept neat and clean at all times.
7. The concessionaire shall comply with all state and local laws and regulations. It is the concessionaire’s responsibility to also comply with the following:

State inspection, certificate of premises Warwick Fire Department,
Prevention Bureau Liability Insurance, before the contract is awarded.

The preceding information shall be expedited as soon as possible after being notified by the Purchasing Agent.

8. The concessionaire shall provide liability insurance saving the City harmless from, or on account of, any loss, injury or damage to any person or property arising out to the operation of the concession, including products liability.
9. The successful bidder must submit a ***certificate of insurance, which includes general liability, product liability and vehicle liability and naming the City of Warwick as the additional insured on the policy and so stated on the certificate.***

10. This agreement cannot be assigned or transferred.
11. The City reserves the right, acting through the Director of Public Works, to make any other rules and regulations pertaining to the rentee which are reasonable and are in the best interest of the City and the public. The Director of Public Works may order unsatisfactory service and conditions to be remedied by the rentee. The rentee agrees that all persons properly upon the premises of the arena shall be permitted to avail themselves to the services of the concession and the concessionaire or anyone in his employ will not discriminate against any person because of race, color or creed.
12. The rentee shall have the responsibility of securing the rentee area but duly authorized representative of the City shall have access to the premises at all reasonable times. Security for the rentee will be the sole responsibility of the rentee.
13. No beer, wine, gum or any alcoholic beverages or tobacco items shall be available or sold at any time in the arenas.
14. The bid price which is accepted as the consideration for the agreement shall be payable on the following basis:

One-third (1/3) advance payment
One-third (1/3) on or before the 4th month of agreement
The final one-third (1/3) on or before the 8th month of this agreement.
15. The concessionaire will pay to the City of Warwick for electricity at a fee of \$2,000.00 per year, **this above the bid price**. Same payment schedule as above.
16. If the concessionaire intends to use vending machines **in addition** to the use of the concession area, the concessionaire must adhere to the guidelines for the use of vending machines as set forth by the Director of Parks and Recreation.
17. The City of Warwick is **not** responsible for any minimum or guaranteed gross sales for the contract period and shall not be expected to issue reimbursements or rebates of any kind to the vendor.

A minimum bid of \$5,000 the 1st year and \$6,000 the 2nd year is required.
18. The City reserves the right to allow other food and refreshments to be sold in the Thayer and Warburton Arenas during special events, as it deems necessary in the best interest of the City
19. City will notify concessionaire in advance of any such special events.
20. The City of Warwick will allow the rentee to have no more than six vending machine in both Thayer & Warburton facilities and is included in the bid price.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2022-201 Food Concessionaire Services & Vending Machine Provider at Thayer/ Warburton Arenas & McDermott Pool

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 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 will 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 by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

A minimum bid of \$5,000 the 1st year and \$6,000 the 2nd year is required.

Description	Bid
November 1, 2021 – October 31, 2022	
Contract price without electricity	
Electricity fee	\$2,000.00
Total 1 st year bid including electricity	
November 1, 2022 – October 31, 2023	
Contract price without electricity	
Electricity fee	\$2,000.00
Total 2 nd year bid including electricity	
TOTAL BID FOR 2 YEARS	