

**TOWN OF NARRAGANSETT, RI
PURCHASING DEPARTMENT**

**BID: BEACH PORTABLE SOFT FROZEN
BEVERAGE CONCESSION (5 YEARS)**



Susan W. Gallagher, Purchasing Manager
Michelle Kershaw, Parks and Recreation Director

Pre-bid Meeting: Thursday, November 10, 2022 at 9:30 AM
Bid Opening: Tuesday, November 29, 2022 at 11:00 AM

VENDOR NAME SUBMITTING BID: _____

INVITATION TO BID

Separate sealed bids will be received by the **TOWN OF NARRAGANSETT, RHODE ISLAND** for **BEACH PORTABLE SOFT FROZEN BEVERAGE CONCESSION** on or before **11:00 a.m. on Tuesday, November 29, 2022** at the office of the Purchasing Manager, 25 Fifth Avenue, Narragansett, RI and at that time will be opened and read in public.

Specifications may be obtained at the Purchasing Office, 25 Fifth Avenue, Narragansett, Rhode Island between the hours of 8:30 a.m. and 4:30 p.m. **Monday through Friday** and are available on the Town of Narragansett website, www.narragansettri.gov.

All bids must be submitted on the bid form provided, in duplicate and clearly marked:

(Sealed Bid)

BEACH PORTABLE SOFT FROZEN BEVERAGE CONCESSION

Bids must be enclosed in an opaque envelope addressed to "Purchasing Manager, Town Hall, 25 Fifth Avenue, Narragansett, Rhode Island 02882-3699" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

A **pre-bid meeting** has been scheduled for **Thursday, November 10, 2022 at 9:30 AM** at the South Pavilion, 39 Boston Neck Road, Narragansett, RI. This meeting is not mandatory but will be the **ONLY** opportunity to view the concession areas.

The Town of Narragansett reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the **highest** qualified bid deemed most favorable to the interest of the Town of Narragansett.

Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (401) 782-0644 three business days prior to the bid opening.

Susan W. Gallagher
Purchasing Manager

**STANDARD INSTRUCTIONS TO BIDDERS
DEPARTMENT OF FINANCE-PURCHASING DIVISION
TOWN OF NARRAGANSETT, RHODE ISLAND**

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Purchasing Manager, Town of Narragansett, R.I. until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the office of the Purchasing Manager, Town Hall, Narragansett, R.I. 02882 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The Purchasing Manager will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

- g. All bids or proposals that exceed \$500,000 must include an additional copy (beyond the number of copies specified in the Invitation to Bid, Bid Form, or elsewhere within these Contract Documents), submitted by the Bidder, which will be made available for public inspection pursuant to RIGL 37-2-18(j).

4. 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 the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.

7. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point Narragansett, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Manager.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Narragansett pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Narragansett is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Towns Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

13. Insurance

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions:

A. Worker's Compensation Insurance

The CONTRACTOR shall maintain in full force at all times Workers' Compensation for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability insurance in the amount of \$500,000 each policy, \$500,000 each accident and disease. Contractor shall supply evidence of the same to the Town of Narragansett.

Unless otherwise amended by law, Worker's Compensation Insurance is not required for sole proprietorships. If the CONTRACTOR or any of the sub-contractors to be employed on the project is/are sole proprietorships, that status shall be noted within the Bid submitted by the CONTRACTOR.

B. Contractor's Commercial General Liability Insurance

The CONTRACTOR shall carry Commercial General Liability Insurance (CGL) with broad form of Contractual General Liability Endorsement attached, providing for a per occurrence limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury or property damage. If CONTRACTOR'S CGL policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the Town of Narragansett and name the Town of Narragansett as an Additional Insured to the policy.

C. Comprehensive Automobile Liability and Property Damage Insurance

The CONTRACTOR shall carry and maintain in full force at all times during the engagement Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. The Contractor will provide evidence of its auto liability policy to the Town of Narragansett and name the Town of Narragansett as an Additional Insured to the policy.

D. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Commercial General Liability insurance policy or policies hereinabove required to be furnished by the CONTRACTOR, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition

of any building or structure, or removal or rebuilding of any structural support thereof.

2. Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting therefrom.
4. The Contractor will maintain in full force and at all times during this engagement the insurance covering special hazards with a limit of liability in the amount of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. If the Contractor's Special hazards insurance policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. Evidence of the Contractor's special hazards insurance policy or Endorsement of such special hazard coverage to the Commercial General Liability policy must be provided to the Town of Narragansett and name the Town of Narragansett as an Additional Insured to the policy.
5. The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

E. Sub-Contractor(s) Insurance

The CONTRACTOR shall provide satisfactory evidence of similar insurance (each category as noted above) from each sub-contractor to be employed on the project.

14. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to all employees shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. The Contractor shall comply with all provisions of Chapter 37-13 of the RIGL, as

may be amended. Particular attention is called to Chapter 37-13-13, relative to posting and providing certified payroll records. For additional information, refer to the State of Rhode Island and Providence Plantations Division of Professional Regulations "Rules and Regulations Relating to Prevailing Wages".

15. Licenses and Certifications

At the time of award, the CONTRACTOR and all of his\her sub-contractors shall possess and provide evidence of all licenses, trade certifications, trade registrations, etc. pertaining to the requirements of the project.

16. Smoke-Free Property

Per Town Council adopted Ordinance, all Town properties are smoke-free, and smoking is prohibited accordingly. This applies to employees of the Town and all contractors, vendors, suppliers, guests, etc. All contractors are required and instructed to notify their employees and subcontractors of this law.

TOWN OF NARRAGANSETT
Department of Parks and Recreation,
Beach Division

TERMS AND CONDITIONS FOR OPERATION OF
BEACH PORTABLE SOFT FROZEN BEVERAGE CONCESSION

Narragansett North Beach
Narragansett South Beach

Summary:

This agreement involves the operating of a portable soft frozen beverage concession located at Narragansett Town Beach.

This concession agreement will be for a term of five (5) years, beginning in May 2023 and ending in September 2027, with an optional three (3) year extension. Upon award of the bid and completion of the five (5)-year term, the awarded bidder will be subject to a contractual review taking into consideration vendor performance, compliance measures and other pertinent agreed upon contractual elements. The outcome of this review may impact a decision to award an optional three (3) year term extension of this contract in its entirety through the year of 2030. The Town of Narragansett is under no obligation by the terms of this contract to award term extension under any circumstances and is not bound by information gathered during the contractual review.

Minimum Bid Requirements:

Bidders must propose an annual dollar amount that they shall pay the Town, for a five (5)-year period. The Town of Narragansett requires a minimum annual bid of twenty-five thousand dollars (\$25,000.00) per year during each of the five (5) years for the term of this contract.

Payment Information:

Amount	Deadline
#1: 25% of annual payment	Due on or before June 15th
#2: 25% of annual payment	Due on or before July 15th
#3: 25% of annual payment	Due on or before August 15th
#4: 25% of annual payment	Due on or before September 15th

All checks are to be made payable to the **Town of Narragansett** and must be paid by the deadline date to the Parks and Recreation Office (170 Clarke Road, Narragansett).

Late Payments: Failure to make any of the listed payments of any individual year on or before the due dates listed may result in the revocation of this agreement. In addition, failure to pay any scheduled amount by the scheduled due date will result in an assessment of a late fee equal to ten (10) percent of the unpaid balance for each

ten (10)-day period that the balance remains outstanding. In no event shall the late payment penalty be less than \$50.00 for each ten-day period.

If any balance remains unpaid for more than forty-five (45) days, the concession rights will be revoked, and this agreement terminated.

Pre-bid Meeting for Potential Bidders:

A **pre-bid meeting** has been scheduled for **Thursday, November 10, 2022 at 9:30 AM** at the South Pavilion, 39 Boston Neck Road, Narragansett, RI. This meeting is not mandatory but will be the **ONLY** opportunity to view the concession areas.

Operational Disruption:

In the event of a natural disaster, catastrophic incident, or other non-induced operational disruption occurs in which the concessionaire is not in any way responsible for said occurrence, the subsequent annual payment will be reduced by a daily pro-rated share of the annual fee. The calculated rent deduction shall be applied to the payment period in which concession operations were interrupted.

The following formula will be used to calculate the pro-rated reimbursement amount:

$$\frac{\text{Total Annual Fee}}{\text{*Total Number of Official Beach Days of the Year}} = \text{Pro-rated daily amount}$$

***Definition: Official Beach Day:** The number of days in which the Narragansett Town Beach is expected to officially open for business during the individual year of the occurrence. This total varies from year-to-year based on the annual calendar.

Note: The Operational Disruption clause is not applicable and in no way pertains to those days in which the beach operation is affected by less-than-ideal weather conditions (i.e., rainy day), excluding those situations listed above.

Financial Accounting:

The concessionaire may be asked to provide the Parks and Recreation Department with a financial statement certified as true and accurate by a public accountant which contains a detailed accounting of all income received. The statements shall show daily, monthly, and yearly totals for all revenue generating stations.

Insurance:

The concessionaire shall provide at his/her own expense public liability insurance in the amounts noted in the "Standard Instructions to Bidders". The insurance shall name the concessionaire and the Town of Narragansett shall be

listed as additionally insured with an endorsement included. All sub-concessions specifically approved within the terms of this contract must also provide the required insurance and list the Town of Narragansett as additionally insured.

The concessionaire shall save the Town harmless from or on account of any loss, cost, and liability for injury to person, or damage to property, arising out of his/her operation of this concession.

The concessionaire agrees to indemnify and hold harmless the Town from and against all liability in any way arising out of or related to vendor's performance of its obligations hereunder. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of vendor, its agents, subcontractors, and employees.

The concessionaire shall renew the insurance on annual basis and provide the Certificate to the Purchasing Manager prior to the Beach season.

Additional Sales:

The concession kiosk areas shall be opened for the sole purpose of dispensing frozen beverages only during the hours of the beach operation and additional hours as approved by the Director of Parks and Recreation or her designee. The concession area must be vacated at all other times. ***Food and other beverages are not allowed to be sold as a part of this concession. The Town holds a separate food and beverage concession contract.***

The sale or rental of clothing, towels, souvenirs, sun-tanning supplies, body boards, surf boards, skim boards, beach chairs, umbrellas, and other like items is a privilege retained by the Town of Narragansett.

The use of vending machines of any type is not allowed as part of this contract.

Daily Operations and Contractual Obligations:

The concessionaire shall be obliged to render services to the public seven (7) days per week from eight-thirty (8:30) a.m. each day until six (6:00) p.m. The days of operation will parallel the standard operation calendar for the town beach, commencing on the Saturday of Memorial Day Weekend and finishing on Monday, Labor Day.

Under no condition will the concessionaire occupy the premises between the hours of six (6) p.m. and eight-thirty (8:30) a.m. on any day of the year without written permission from the Director of Parks and Recreation or her designee. Additional time may be allotted for special events, emergencies, maintenance, and/or delivery-related activities.

All concession business shall be carried out in portable carts from the locations documented in the pre-bid meeting set aside for this concession in the North Pavilion Area, South Pavilion area and South Lot area and in no other locations

without the prior written approval of the Director of Parks and Recreation or her designee. If portable carts are left on the premises, it is the responsibility of the concessionaire to secure the carts against theft and have the appropriate insurance coverage in place in the event of theft, damage or vandalism.

The concessionaire is required to maintain the concession area and the immediate vicinity of the concession area clean by removing all litter and debris and keeping all equipment washed and free of garbage and waste throughout the hours of operation. The concessionaire is responsible for the disposal of all trash located in the receptacles adjacent to each food dispensing area and for removing (daily) all rubbish generated by the concession operation and depositing it in one of the dumpsters provided by the Town. Individual trash containers shall be removed from outside the concession area each evening.

The quality and pricing of soft frozen beverages and any other factors affecting public interest are subject to review and approval by the Director of Parks and Recreation or her designee prior to the opening of business each season. The Town reserves the right to regulate the sale of any article, and to impose any regulation necessary for the protection of the public or the Town of Narragansett.

Advertisement signs of any particular brand or commodity are not permitted, except as may be approved by the Director of Parks and Recreation or her designee. Price lists of permitted items are allowed.

For safety reasons, soft frozen beverages may NOT be dispensed in glass containers.

The concessionaire must comply with all Health Department (Local, State and Federal) regulations governing the handling and dispensing of foods and other applicable concession products. In addition, the concessionaire must comply with all tax and other pertinent regulations as imposed by Local, State and Federal agencies. All appropriate up-to-date certificates of compliance shall be conspicuously displayed at each concession location.

The concessionaire cannot sublet or assign this contract without the prior written approval of the Director of Parks and Recreation and the Narragansett Town Council.

The concessionaire agrees that the character of service shall be the best obtainable and shall at all times be sufficient to meet the reasonable demands of the public; and that the Director of Parks and Recreation or her designee shall have the right to object to the character of the service, and to order the objectionable service or conditions discontinued or remedied. The concessionaire will be given a reasonable time to remedy or discontinue the service in question. If the written order is not adhered to within a specified time and of no fault of the concessionaire, the result will be revocation of the concession rights and the termination of this agreement.

The same courtesy shall be extended to the visitors of the Town Beach as to the patrons of the concession. All beach visitors shall be permitted to avail themselves of the privileges offered and in no way shall the concessionaire or his/her employees discriminate against any individual, in any manner.

The operation of the concession may be terminated by the Director of Parks and Recreation or authorized representative of the Town when the terms or spirit of these regulations have been broken. It is specifically understood and agreed by the concessionaire that this contract may be cancelled and terminated by the Town when services are not provided to the satisfaction Director of Parks and Recreation or her designee, upon five (5) days of written notice to the concessionaire

The Director of Parks and Recreation or authorized representative of the Town of Narragansett reserves the right to inspect the concession area prior to the start of the season, anytime during the season, without advance notice, and at the close of the season, for the sole purpose of reviewing the portable concession and its contents to meet any and all health and safety regulations.

The concessionaire who submits and signs the Contract Agreement will be the only responsible contact who the Town will communicate with during the extent of this contract, unless otherwise authorized in writing. The concessionaire shall be responsible to administer the terms and conditions of this contract with approved sub-concessionaires. All official communication with regards to the provisions or enforcement of this contract shall be between the concessionaire of record and the Town's representative, as noted in the Contract Agreement.

The Town of Narragansett reserves the right to conduct special events and activities on Town Beach property. This contract does not specifically allow the vendor exclusive rights to vending services during special events. The contract acknowledges that the Town may at times hold special events and may allow other vending services to participate in the special event(s).

B I D F O R M
BEACH PORTABLE SOFT FROZEN BEVERAGE CONCESSION

Pursuant to and in compliance with the INVITATION TO BID, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned bidder hereby states that they have carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirement, terms and conditions thereof, all of which are acknowledged to be part of the **Bid Proposal**.

Further, they have become familiar with local conditions and the extent of work; have determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the service as required; and hereby agree to perform the contract in strict accordance with the **CONTRACT DOCUMENTS**.

The undersigned bidder hereby agrees that the bid proposal submitted shall remain in effect and binding upon the bidder for a period of 90 calendar days, from the date and time bids are received.

The undersigned bidder declares that his/her bid proposal in all respects is fair and made without collusion with any other person, firm, corporation making a proposal for this service.

***NOTE: BIDDER MUST SUBMIT PROPOSAL (BID) IN DUPLICATE!!!!**

Item:	Dollar Amount:
1. Annual payment 2023:	\$
2. Annual payment 2024:	\$
3. Annual payment 2025:	\$
4. Annual payment 2026:	\$
5. Annual payment 2027:	\$
Total 5-year bid (Add items 1-5)	\$

Bid amounts listed are proposed annual payments to the Town. Bid terms for the extension period (if granted) will be negotiated at the time of application for said extension.

BUSINESS NAME: _____

ADDRESS: _____

SIGNED: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

PHONE: _____

FAX: _____

E-MAIL: _____

FIN: _____
(Federal ID Number)

**CONTRACT AGREEMENT: BEACH PORTABLE SOFT FROZEN
BEVERAGE CONCESSION**
(To be completed upon bid award)

THIS AGREEMENT, made and executed this ____ day of _____, in the year _____, by and between the Town of Narragansett, a municipality located within the State of Rhode Island, by its Town Council duly constituted, and without personal liability for the individuals signatory hereto, herein termed the OWNER, party of the first part, and _____ of _____, doing business as a corporation. Hereinafter termed the CONCESSIONAIRE, party of the second part;

WITNESSETH: That the parties to this Agreement each in consideration of the Agreements on the part of the other herein contained have agreed, and by these presents do hereby agree, the OWNER for itself, and the CONCESSIONAIRE for himself/herself and his/her heirs, executors, administrators, successors, and assigns, as follows:

That the Contract Documents consisting of this Agreement, together with the Legal and Procedural Documents, General and Supplemental Conditions, Detailed Specification Requirements, and any Addenda issued before execution of the Agreement, for the Contract;

That the CONCESSIONAIRE has obtained all the information he/she needs to enable him/her to estimate fully and fairly the payments to be submitted to the Town as herein contemplated.

That the CONCESSIONAIRE shall furnish all labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to, the party of the first part in accordance with this Contract, commencing work within the time interval stated in the bid documents, provided he/she shall have been notified by the OWNER so to do, and completing everything required of him/her under this Contract not later than the time stated in the bid documents.

That the CONCESSIONAIRE shall pay and the OWNER shall receive, as full compensation for fulfilling everything required of the CONCESSIONAIRE under this Contract, the payments recorded in the Bid Form of the bid specifications.

That the CONCESSIONAIRE shall provide the Town with the required insurance, listing of sub-concessionaire(s), certified public accountant statement of all sales at the end of each operating season, and any other necessary requested documents.

Signed, sealed, and delivered in triplicate the day and year first above written.

OWNER:
Town of Narragansett, Rhode Island

BY: _____
James Tierney, Town Manager

CONTRACTOR*: _____

ADDRESS: _____

BY: _____

TITLE: _____

***IMPORTANT:** Execute acknowledgment of officer or agent of CONTRACTOR who signs this document.

This Contract is satisfactory to the Town of Narragansett, Rhode Island.

BY: _____
Town Solicitor

Town Council Agenda Approval Date