



Invitation for Bids¹

Town of Coventry, Rhode Island

Department: Parks and Recreation

Description: “Mobile Establishment Concession Frozen non-alcoholic lemonade and/or frozen ice cream for Briar Point Beach from May 23, 2025 – September 1, 2025.

Bid Closure & Bid Opening

Sealed Bid Responses² to this IFB shall be received until 10:00 a.m. on June 13, 2025, by the Town Clerk’s Office located within the Coventry Town Hall at 1670 Flat River Road, Coventry, RI, 02816. The forgoing date and time shall mean and is the “Bid Closure”, which sets the hard deadline for the submission of all Bid Response documents.

Generally, the normal business hours for the Town of Coventry (hereinafter “Town”) are Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. and Town offices are closed on legal holidays recognized by the Town. Please consult the Town’s calendar on its website (www.coventryri.gov) for current information.

Bids shall be opened publicly and read out loud in the Town Council Chambers located at the aforementioned address on June 13, 2025, at 2:00 p.m. Each bid, together with the name of the bidder, shall be recorded and an abstract of each bid made available for public inspection. Subsequent to the awarding of the bid, all documents will be retained in accord with state law concerning public record retention (R.I. Gen. Laws §§ 38-1-1 et seq. and 42-8.1-1 et seq.) as well as all regulations promulgated by the Rhode Island Department of State (www.sos.ri.gov).

Any bid received after the Bid Closure will not be accepted and will be returned to the bidder unopened. It is the bidder’s responsibility to ensure that its Bid Response is received in a timely manner in the Town Clerk’s prior to Bid Closure.

¹ Invitation for Bid may be hereinafter referred to as “IFB.”

² “Bid Response” documents or “Bid Responses” shall mean and include the “Bid Response Package”, which is published by the Town of Coventry as part of this IFB, **and** shall include any supporting documentation prescribed herein or by law, and which may be necessary, ancillary and/or corollary to the bidder’s response being complete and responsive to this IFB.

INSTRUCTIONS TO BIDDERS³

This IFB and Bid Response form may be obtained in person at the Town Clerk's Office during normal business hours or online at <https://coventryri.gov> beginning May 30, 2025.

1. **Bid Responses**

1. A bidder's Bid Response to this IFB must include: (1) IFB Response – Bid Form; (2) Vendor Responsibility Form with attachments provided by the vendor; (3) Equal Opportunity Employer Statement and Certification; (4) Non-Collusion Statement; (5) any and all supporting documents, as may be specified or required herein, submitted by the bidder to supplement the Bid Response; and (6) any and all documentation required by Coventry Code of Ordinances Chapter 56 § 11. The foregoing documentation shall constitute the bidder's entire, sealed, competitive bid proposal to the Town to provide the service(s) and/or good(s) requested by the Town in this IFB.
2. All Bid Responses must be provided in person, in hard copy, and in the Office of the Town Clerk. All Bid Responses must be in ink and have the original "wet" signature of the bidder or its duly authorized agent on all documents and forms requiring a signature. Under no circumstance will Bid Responses be accepted by any digital or electronic means, including but not limited to telephone, fax, or email.
3. Bid Responses shall be submitted in a sealed envelope large enough to accommodate all Bid Response documents and it shall be clearly marked "**Briar Point Beach Concession**" on the exterior of the envelope.
4. Bid Response documents shall include an original Bid Response, plus three (3) copies.
5. All Bid Responses will be accepted by the Town and reviewed by the Town in accord with all IFB Instructions, General Conditions, and any other specifications stated herein or attached hereto by the Town. Any departure from, exceptions to, or modifications of this IFB by a bidder must be noted by the bidder and fully explained, in its bid response.
6. Any communication of any kind and in any manner or medium with the Town that is not a Bid Response to this IFB should be marked, labeled, designated or entitled - "NOT a Bid Response" or "NOT a Bid" written on the envelope.
7. Bid Responses shall contain all necessary mathematical computations and figures. In addition, any prices and/or pricing set forth in the Bid Response should be stated in words

³ The terms "Bidder" and "Vendor" as may be used in this IFB and the Response Package are used interchangeably. The use of the term "Vendor" does not imply and is not intended to mean that a contractual or quasi-contractual vendor relationship exists between any Bidder and the Town.

and in numbers. The Town reserves its right to reject any Response to this IFB on the basis that pricing is not so stated or any Response in which there is a lack of agreement or congruity between the pricing as stated in words and the pricing set forth in numbers.

8. A bidder must itemize the pricing of each aspect of the Bid Response, where applicable and whenever possible. In addition, the pricing and financial aspects of a Bid Response MUST be totaled when and where applicable by sub-total and by overall total amount. The Town reserves its right to make an award on the basis of total proposed amount of an IFB Response or by individually priced items in an IFB Response.
9. Each bidder's IFB Response shall, for individuals, state the full name and place of residence; and the names of persons or firms with whom the bidder is submitting a joint proposal. All bids made by a legally cognizable entity (i.e., LLCs, corporations, partnerships etc...) shall disclose the names and addresses of senior managers, shareholders, principals and anyone else holding an ownership interest in the entity.

2. Bidder and Bid Qualifications; Bid Evaluation

Bidders and bid qualifications are evaluated by the Town in accord with R.I. Gen. Laws § 45-55-5(b), Coventry Home Rule Charter Art. X § 10.23, and the Coventry Code of Ordinances Chapter 56 § 11. The bid award will be based on the *lowest qualified evaluated bid*.

The Town reserves its right to conduct due diligence as it deems necessary to assess the bidder's performance capability, capacity, qualifications and any other criteria required by the IFB to provide the service(s) and/or good(s) requested in the IFB. At the Town's request, bidders shall furnish any and all additional information and data as may be requested by the Town for its due diligence.

3. Required Attachments to the Bid Response

Each Bid Response shall include the following:

- a. IFB Bid Response – Bid Form;
- b. Vendor Responsibility form;
- c. Equal Opportunity Employer form;
- d. Non-Collusion Statement;
- e. Vendor's proposed form of contract;
- f. Any other information that may be required due to the nature of the good(s) and/or service(s) to be provided; and
- g. Any and all information required by the Coventry Code of Ordinances Chapter 56 § 11.

4. Acceptance or Rejection of Bids; Town's Reservation of Rights

The Town will accept or reject bids no later than ninety (90) days following the date on which bids are opened. The Town reserves the right to reject or accept any or all bids or portion thereof where such acceptance or rejection would, in the Town's sole discretion, be in the best interest of

the Town, and further reserves the right to reduce or modify the scope of the procurement/purchase of goods and/or services in order to meet funding limits, budget and scheduling constraints.

5. IFB Terms, Specifications and Questions

Bidders must examine the IFB carefully as to the specification of service(s) and/or good(s) the Town is requesting. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, an inquiry shall be made in writing to the Town before the bid is submitted. The submission of a Bid Response shall indicate that the bidder thoroughly understands the terms of the IFB and specifications.

If a bidder has questions, requires additional information, or requires some clarification regarding the IFB, please contact (in writing ONLY via email) the following person at the Town no later than Wednesday, June 11, 2025, at 4:30 p.m.:

Scott Sevegny, Director of Parks and Recreation Department, at
parksdirector@coventryri.gov.

6. Addenda – Individual and other Bidders

Any bidder specific due diligence is addenda that the bidder shall include as a necessary part of the bidder's Bid Response. Any addenda, including response(s) to bidders' questions, issued after the request for bids are distributed shall be covered in the Bid Response.

7. Length of Agreement

The contract term will run from June 13, 2025 to September 1, 2025.

GENERAL CONDITIONS

1. Reservations

- a. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- b. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- c. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require.
- d. If in the Town's judgment, the Town's best interest will be served by doing so, the Town

reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new bids; to proceed to do the work otherwise; or to abandon the work.

- e. If a Bid Response is made in collusion with any other bidder, then both bids will be rejected.
- f. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with General Laws of the State of Rhode Island.
- g. In determining the lowest qualified evaluated bid, cash discounts for payments less than thirty (30) days will not be considered.
- h. The Town reserves the right to award to one bidder, or to split the award among bidders.
- i. All bids will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website (www.coventryri.gov)
- j. As the Town is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- k. In case of error in the extension of prices quoted, the unit price will be considered.
- l. A vendor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any money hereunder, or its claim thereto without the previous written consent of the Town Manager.
- m. Delivery dates must be shown on the bid proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- n. A certificate of insurance (hereinafter "COI") shall be required of a successful bidder within ten (10) calendar days of the contract award and shall be provided to the Town. **The "Town of Coventry" shall be an *additionally named insured* in the title holder box of the COI.**
- o. Bid proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
- p. For contracts involving construction, alteration and/or repair work, the provisions of R.I. General Law § 37-13-1 et seq., concerning payment of prevailing wage rates apply.
- q. No goods should be delivered, services provided or work commenced without Notice from the Town.

2. Disputes

In cases of disputes as to whether a good, service or work quoted or delivered meets the IFB specifications, the decision of the Town shall be final and binding on both parties.

3. Failure to Deliver

In the event the vendor fails to deliver, provide and/or perform the goods, services or work pursuant to the terms of the contract, the Town shall have the right to purchase and procure on the open market such goods, services or work specified in the IFB and the Town shall be entitled to damages as a result of such failure.

4. Insurance

The vendor shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the Town from any and all claims under Workers' Compensation Act, and from any other claims for loss or damages or for general injury or damage to property which may arise from vendor's operations under the contract; whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The COI shall be on an occurrence basis.

The vendor shall name the Town of Coventry, 1670 Flat River Road, Coventry, RI 02816, as a certificate holder and additional insured to the required insurance policy and will furnish a COI to the Town within ten (10) calendar days from the date of award, but in no event later than the date of execution of the contract.

Specific minimum coverage limits are as follows:

1. Comprehensive Liability Insurance: Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the Town; NOT for supply only Contracts) for commercial general liability and broad form property damage coverage are to be no less than Five Million Dollars (\$5,000,000.00) occurrence/Five Million Dollars (\$5,000,000.00) aggregate personal injury and death and Five Million Dollars (\$5,000,000.00) property damage. Five Million Dollars (\$5,000,000.00) aggregate, where insurance aggregates apply.
2. Automobile Liability Insurance: Motor vehicle insurance meeting the requirements of Rhode Island law and covering every vehicle and driver involved in providing the services, in the following amounts:
 - a. Bodily injury liability with limits of \$500,000.00 each person and \$5,000,000.00 each accident.
 - b. Property damage liability with a limit of \$100,000 for each accident.
3. Workers' Compensation: Contractor shall maintain Worker's Compensation coverage for the duration of the contract. Evidence of coverage must be presented before the final contract is signed by the Town.

Failure to provide current insurance shall result in termination of the contract.

5. Indemnification

The successful bidder/vendor will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons or damage to any property for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the bidder or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the Town in connection with such claim or liability.

Vendor further agrees to indemnify and hold harmless the Town from and against any and all liability in any way arising out of or related to vendor's operation and/or 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 the vendor, its agents, subcontractors, and employees.

6. Inspections

The Town has the right to inspect and test all goods, services, materials, equipment and machines called for by the contract, to the extent practicable at all times and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the provision of goods, services or work under the contract. If any of the goods, services, materials, equipment and machines or work do not conform to contract specifications, the Town may require the contractor to perform its contractual obligation again or provide replacement performance of the vendor's contractual obligations in conformity with contract specifications, at no increase in contract amount.

CONSTRUCTION AND SERVICE IFB TERMS

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
2. Awards will be made within ninety (90) days of the IFB Response or bid opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
5. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act. If the successful bidder is exempt from compliance under the Worker's

Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.

6. Minority Business Enterprise (MBE) – Contractors must supply an MBE Action Plan which demonstrates that 10% of the dollar value of the work performed shall be performed by MBE, WBE, or DBE where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available.

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Laws § 37-14.1-1, et seq. The mandate is for a minimum ten percent (10%) participation by MBE's in all school procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or Dorinda.Keene@doa.ri.gov, or visit the website <http://www.mbe.ri.gov/>.

Invitation for Bids



Mobile Establishment Concession Frozen non-alcoholic lemonade and/or frozen ice cream

Town of Coventry

Briar Point Beach, Briar Point Avenue, Coventry, RI 02816

1. The bidder shall not withdraw his/her bid within ninety days (90) after the scheduled closing time of the bid.
2. The Town of Coventry (Town) seeks to award to qualified CONCESSIONAIRES, licensed by the State of Rhode Island and the Town of Coventry, for frozen non-alcoholic lemonade and/or frozen ice cream at Briar Point Beach located at Briar Point Ave. for a one-year period during the defined season extending from June 13, 2025 to September 1, 2025. No other items, i.e., apparel, jewelry, novelty may be sold by the CONCESSIONAIRE at this location.
3. The bidder shall present his/her bid.
4. The bidder shall provide Concession Services at Briar Point Beach between the following dates: June 13th through September 1st. The bidder shall be aware that **the required days of operations during that time period** are Fridays, Saturdays, Sundays and Holidays; Holidays shall include June 19, July 4, August 11. **The required hours of operations** shall be 10:00am to 6:00pm. **Vendors are expected to provide service to the public during these dates and times. No other vendors selling the same or similar product will be allowed during this time period.** Other permitted special events are at the discretion of the Town. In case of inclement weather, the vendor must email the Recreation Department to report their closing and/or change of hours.
5. One (1) parking space as defined in exhibit A will be provided to the awarded CONCESSIONAIRE within the designated area only. The vehicle/cart registration must match what is indicated on the Mobile Food Establishment Permit issued by the Town of Coventry. **All personnel left with VEHICLES must obtain valid driver's license (not applicable to carts) in case of emergency.** No other personnel shall be permitted to park in the designated area. The CONCESSIONAIRE location will be assigned by the Parks and Recreation

Director and may be changed as the Director deems necessary. Location is noted in Exhibit A of the bid specification.

6. The CONCESSIONAIRE must comply with all local and state laws governing the handling and dispensing of foods. All state and federal tax regulations and laws must be complied with. All food vending shall be performed according to recognized industry standards, in accordance with all Federal, State, and Local laws, regulations and codes to ensure the safety of the general public and the Concessionaire. Regular Rhode Island State Health (RIDOH).
7. All bidders shall be insured for general liability, motor vehicle liability and workers' compensation in amounts sufficient to satisfy Town requirements for the duration of the contract period. The bid award winner shall provide a Certificate of Insurance listing the Town of Coventry as additional insured prior to issue of contract, proof of motor vehicle liability insurance, and proof of workers compensation compliance.
8. The CONCESSIONAIRE shall comply with all provisions, conditions and stipulations of RHODE ISLAND GENERAL LAW and Ordinances of the Town of Coventry as applicable.
9. The CONCESSIONAIRE shall provide adequate statutory Worker's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide EMPLOYERS GENERAL LIABILITY INSURANCE for the benefit of his/her employees **not** protected by such compensation laws and will provide proof of this insurance prior at the start of the vending season at the time of acceptance of the contract.
10. The successful bidder shall provide Town with phone numbers that allow Town immediate contact with CONCESSIONAIRE or his/her designated representative. CONCESSIONAIRE is required to respond immediately to any issue raised by Town.
11. Vehicles, CONCESSIONAIRE carts, trailers, grills, refrigerators, umbrellas, trash and recycling receptacles, chairs and other vending related items may not be stored at the site.
12. There is NO ELECTRICITY OR WATER AVAILABLE for use for CONCESSIONAIRE.
13. SUB-LEASING WILL NOT BE PERMITTED
14. The CONCESSIONAIRE has several responsibilities regarding site cleanliness during operating hours as well as common courtesy and respect for the other vendors and visitors to the park. These include cleaning up grease spills, paper, and food products. All waste must be removed from the site when closing for the day. **No music is allowed to be played when in designated area.**
15. CONCESSIONAIRE is permitted the placement signage on site with respect to the park

and Town Ordinances and may be asked by the field maintenance crew to move at any time.

Evaluation Criteria:

These items are required with bid submission.

If vendor cannot provide one of the following items, please describe in bid submission why the item has been omitted.

1. Short narrative describing vendors ability to perform to specifications.
2. Provide sample menu and pricing.
3. Provide copy of Coventry Mobile Food Establishment permit
4. Provide Valid Motor Vehicle Registration
5. Provide Valid Motor Vehicle Insurance
6. Bid sheet with revenue to be provided to Town for the right to provide CONCESSIONAIRE services on site.
7. Recognized business reputation.
 - a. Business references. Provide three (3) business references, name, address and telephone number.
 - b. Previous municipal or group customer references
 - c. Short narrative describing vendor staffing plan to provide services for the entirety of the contracted season.
8. W-9 Form

Invitation to Bid

DETAILED SPECIFICATIONS FOR CONCESSION SERVICES
Briar Point Beach
Briar Point Avenue, Coventry, RI 02816

Licensed/Approved Concession Food and Beverage VENDOR

I, _____ of _____

Name

Company

Propose to furnish the Town of Coventry the Vendor services at Briar Point Beach to provide frozen non-alcoholic lemonade and/or frozen ice cream licensed/approved by the State of Rhode Island Vendor for a one (1) season service period extending from: May 23 (or when bid is awarded) – September 1 2025

Bid for right to provide concessions at Briar Point Beach, Briar Point Avenue, Coventry, RI 02816:

Bid for one season of sales of frozen non-alcoholic lemonade and/or frozen ice cream.

Bid Amount: \$ _____

Written Number: _____

Printed Name

Company Name

Signature

Date

Exhibit A

Designated parking spot for this bid award



Vendor Responsibility Form

In addition to the other submittal required of this IFB, each prospective vendor is invited and required to provide answers to the following questions in the space provided or on a separate sheet of paper (preferred):

1. Summarize your experience in providing the good(s) and/or service(s) outlined in the attached specifications:

2. List the names, addresses, contact names, telephone numbers and email address for four (4) customers, which shall include at least one (1) municipality or governmental subdivision, for which the bidder has provided similar goods or services as well as the time period over which the goods and/or services were provided:

3. List the name and address of a local financial institution that is able to provide the Town with an adequate credit reference:

Bidder:

Print Name of Company

Address:

By:

Signature of Person Authorized to Sign Bid

Print Name and Title of Person Authorized to Sign Bid

Equal Opportunity Employer Statement and Certification

The undersigned hereby states and certifies that:

1. This Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, this company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.
2. This Company expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

Bidder:

Print Name of Company

Address:

By:

Signature of Person Authorized to Sign Bid

Print Name and Title of Person Authorized to Sign Bid

Non-Collusion Statement

The undersigned hereby deposes and states that:

The bidder has not been a party with other bidders to any agreement or to otherwise colluded with other bidders to bid a fixed or uniform price in connection with this IFB.

Bidder by: _____
Signature of Person Authorized to Sign Bid

Print Name and Title of Person Authorized to Sign Bid

Date: _____

STATE/Commonwealth of _____

COUNTY OF _____

In _____ on this _____ day of _____, 2024, before me, the undersigned notary public, personally appeared _____ personally known to the notary or proved to the notary through satisfactory evidence of identification, which was _____, to be the person who signed this Statement and acknowledged to the notary that _____ signed it voluntarily for its stated purpose.

Notary Public