



Invitation for Bids¹

Town of Coventry, Rhode Island

Department: Parks & Recreation Department

Description: “Briar Point Beach Operations”

Bid Closure & Bid Opening

Sealed Bid Responses² to this IFB shall be received until 10:00 a.m. on May 3, 2024 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 aloud in the Town Council Chambers located at the aforementioned address on May 3, 2024 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.ri.sos.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 during normal business hours or online at <https://coventryri.gov> as of April 22, 2024.

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 as otherwise specified herein) 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 Operations**" on the exterior of the envelope.
4. Bid Response documents shall include: an original Bid Response Package, plus three (3) copies; all other Bid Response documents (x3) as may be attached thereto or enclosed therewith; and a "portable document format" a/k/a PDF of all documents, on a USB flash drive (x1).
5. All Bid Responses will be accepted 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.

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.

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 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 in 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 the basis of total proposed amount of an Bid Response or by individually priced items in an Bid Response.
9. Each Bid 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 and state/commonwealth of business formation.

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 is 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 and 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; any information by the IFB specifications herein; 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 a 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.

6. 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 May 1, 2024 at 4:30 p.m.:

Director Raena Blumenthal, Parks & Recreation Department
parksandrecreation@coventryri.gov

5. 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.

GENERAL CONDITIONS

1. Reservations

- a. Along with this IFB the Town has also published a Bid Response Package specific to this IFB. The Town **requires** that all responses to this IFB submit the Bid Response Package document with attachments, if necessary. The four (4) pages of the Bid Response Package may NOT be altered in any way.
- b. The Town may waive minor differences in specifications provided these differences do not violate the intent of the IFB or materially affect the deliverables sought by the Town.
- c. 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.

- d. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the best interests of the Town may require.
- e. 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.
- f. If a Bid Response is made in collusion with any other bidder, then both bids will be rejected.
- g. 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.
- h. In determining the lowest qualified evaluated bid, cash discounts for payments less than thirty (30) days will not be considered.
- i. The Town reserves the right to award to one bidder, or to split the award among bidders.
- j. 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)
- k. 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.
- l. In case of error in the extension of prices quoted, the unit price will be considered.
- m. 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.
- n. 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.
- o. 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. The Town reserves that right to change the scope of coverage by type and limit of liability.
- p. 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 specified brand is requested.
- q. 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.

r. No goods should be delivered, services provided or work commenced without Notice from the Town and a contract has been signed by the Town and vendor.

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 and the Town shall be entitled to damages as a result of such failure.

4. Insurance

The Town expects all vendors to maintain such commercial general liability insurance, broad form property damage insurance, Workers' Compensation insurance and such other insurance coverage as the Town may require to indemnify the Town from any and all claims arising out of the vendor's performance of its contractual duties and obligations.

Town as Named Insured. The vendor shall name the Town of Coventry, 1670 Flat River Road, Coventry, RI 02816, as a certificate holder and additional insured for ongoing and completed operations in connection with any required insurance policy and will furnish a Certificate of Insurance ("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.

Insurance Requirements and Limits. Depending on the goods and/or services provided by the vendor not all requirements and limits may be applicable. However, all contracts shall contain a waiver of subrogation in favor of the Town and all subrogation language shall be approved by the Town.

If the vendor maintains broader coverage or higher limits than the minimum recommended limit, the recommendation shall not limit the coverage available to the Town as the Town will be entitled to the coverage maintained by the vendor. In addition, the failure of the Town to request evidence of insurance from the vendor shall not waive a vendor's obligation to provide coverage.

Specific minimum insurance limitations are as follows:

General Commercial Liability – Limits are \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. For non-supply contracts, limits of Coverage for commercial general liability and broad form property damage coverage are to be no less than \$5,000,000 per occurrence with a \$5,000,000 aggregate.

Automobile Liability Insurance – \$1,000,000 Combined Single Limit written with Symbol 1

(Any Auto/Vehicle) or the equivalent.

Workers' Compensation – Coverage must be written in accordance with the Rhode Island Workers' Compensation Act and include employers liability limits of \$500,000 for Bodily Injury by Accident – Each accident, \$500,000 for Bodily Injury by Disease – Policy Limit, and \$500,000 by Disease for each employee.

Commercial Umbrella or Excess Liability – \$5,000,000 limit that is following in form to the underlying coverage.

Contractors Professional Liability – \$2,000,000 limit.

Cyber – \$2,000,000 limit.

Technology Errors & Omissions – \$2,000,000 limit.

Changes and Lapse in Coverage. Vendor shall cause the Town to receive notice of any changes in insurance carriers or lapse in coverage directly from its insurer to the Town. Failure to maintain uninterrupted insurance coverage is grounds for contract termination.

Town's Reservation as to Vendor Insurance. The Town reserves its right during contract formation to require additional coverage types and/or different limits recommended herein depending on the subject matter of the contract.

5. Indemnification

The successful bidder 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 vendor 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 – General Terms

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered and agreed in writing by the Town Manager (or his designee) and the vendor.
2. Awards will be made within ninety (90) days of the IFB Response or bid opening, whichever time period is longer. 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. It is noted 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 and other businesses to whom R. I. Gen. Laws § 37- 14.1-1, et seq. applies 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. It is the bidders responsibility to know of the afore-referenced law and any regulations promulgated in connection therewith.

IFB SPECIFICATIONS Specific to Briar Point Beach

Background

The Town owns Briar Point Beach, a swimming area located on Tiogue Lake at the end of Briar Point Avenue off Arnold Road (70 West Shore Drive). The beach itself is a sandy beach

approximately 275 feet in length. The beach area offers swimming, picnic facilities, restrooms, pavilion and a parking area comprised of fifty (50) general spaces and four (4) handicapped spaces.

The beach water quality is monitored bi-monthly by the Rhode Island Department of Health and Rhode Island Department of Environmental Management with results reported to the Town. Adverse water quality test results can cause temporary beach closures. Detailed information about testing can be obtained from Jillian Chopy, Recreational Waters Program, Division of Environmental Health, Rhode Island Department of Health, 3 Capitol Hill, Providence, RI 02908 Tel: 401-222-7727.

The Town is seeking a proposal from a Manager⁴ to provide management services of the Briar Point Beach section of Tiogue Lake.

Scope of Work

It is expected that bidders are a firm, company, team, or individual possessed of strong experience, expertise and a demonstrated record of accomplishment in connection with the management of recreational areas that include a beach, pond or other bodies of water. The vendor is responsible for working with municipal officials, and for being proficient in the law, regulations and standards necessarily implicated in the management of a recreational area of this kind.

The following is a description of project tasks that the vendor is expected to perform or assist the Town in its performance:

1. The placement of any temporary building and/or vending cart, and signage (if so proposed) may be allowed under the Town's Code of Ordinances.
2. A beach/parking use fee, approved by the Town, may be charged by the Manager that is consistent with like facilities in the region.
4. Adequate supervision and staffing of the beach and recreational area shall be provided by the Manager, including opening and closing the beach during a season that runs from Memorial Day weekend to Labor Day. Hours of operation shall be: Monday to Friday from 8:30 a.m. to 6:00 p.m.; and weekends and holidays from 7:30 a.m. to 6:00 p.m.
5. Daily litter patrol and pick up of debris shall be the responsibility of the Manager; however, collection of all rubbish and its disposal will be performed by the Town from Monday to Friday.
6. Raking of the beach, as needed.

⁴ A Manager is in fact a vendor identified as the successful bidder.

7. Daily pavilion and bathroom cleaning.
8. Manage and conduct all proposed recreational activities consistent with the principle purpose of the site, which is to maintain a beach for swimming and other water activities.

Proposal Content

In addition to the all other information required by this IFB, each bid Response Package must include the following information:

- a) **Manager Background** – Provide detailed background of the manager and any applicable sub-vendors, including experience with management of recreational areas of the type described in the IFB.
- b) **Manager and relevant staff background and experience** – Provide information about the personnel assigned to the engagement. Provide assurance that the assigned personnel, including any sub-vendors, will remain assigned to the engagement throughout its duration or provide assurance that, in the event of unforeseen circumstances requiring replacement of any assigned personnel and/or sub-vendor, the Town will maintain approval authority of the replacement personnel/sub-vendor. The bidder will include resumes/professional qualifications of relevant personnel/sub-vendors assigned to the project. In particular, the vendor shall provide proof of lifeguard certifications, waterfront certifications, and NBCI checks for all vendor and sub-vendor employees assigned to the engagement.
- c) **Proposal** – Provide a proposal that addresses the how bidder intends to carry out the scope of work.

The proposal shall include: an estimate of the total labor hours necessary to complete the scope of work; an explanation of how the bidder plans to achieve positive revenue; parking/entrance fees; provision of recreational opportunities that generate revenue, such as the rental of canoes, kayaks and/or other paddle craft or swim aids; the amount the vendor intends to remit to the Town as a revenue share in connection with the Manager's activities.

- d) **References** – Provide at least four (4) pertinent, professional references (including any from Rhode Island municipalities or other governmental subdivisions) for similar services, including contact name, agency, brief summary of the management services provided, phone number, and email address.

Failure to provide the foregoing information and any other information requested by this IFB may result in the rejection of a Bid Response Package.