



# Invitation for Bids<sup>1</sup>

## Town of Coventry, Rhode Island

**Department:** Parks and Recreation

**Description:** “Professional Design Services for Quidnick Park Improvement Program”

### BACKGROUND

Quidnick Field recreation site, located at 191 MacArthur Blvd, consists of a Little League size baseball field, basketball court and a playground. The playground equipment was out dated by today’s safety standards and was deemed unsafe to remain. It was removed and only 2 poles are left behind as a reminder of what the area used to be. The basketball court is aging and in need of an upgrade. A grant through Community Development Block Grant will revitalize this location, providing the town with the first of 3 new playgrounds. Quidnick Field is within walking distance of many people in Anthony Village and will be a popular destination for families. Additionally, the basketball court will be used by the Parks and Recreation Department as a second location of its Summer Basketball League, which has grown in participation each year.

### Scope of Work

The intent of this IFB is to develop full construction documents for the development of a basketball court and playground at the Quidnick Field site, located at 191 MacArthur Blvd, Coventry, Rhode Island.

The project scope includes, but is not limited to:

- Layout options for basketball and playground designs
- Design of ADA compliant walkways and other comfort amenities within the project area
- Preparation of bid-ready documents
- Preparation of all technical specifications for construction services
- Assistance with review of bid specification
- Sub-contract with an engineer to address any stormwater issues for new impervious surfaces
- Limited project oversight services and support during the construction phase
- Assistance with project closeout

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<sup>1</sup> Invitation for Bid may be hereinafter referred to as “IFB.”

## **Work Products**

Work products will consist of:

1. A conceptual site plan of the facility incorporating a basketball court, playground and ADA accessible pathways within the project area (See Appendix A).
2. Design development plans and specifications and construction documents will be completed.
3. Final Construction Documents consisting of plans, specifications, and cost estimate

## **Project Schedule:**

No interviews will be held. No site visit or Pre-Bid Conference will take place. Applicants may visit the site during normal business hours.

February 14, 2025 - Bid Advertised

March 7, 2025 – Questions Due

March 11, 2025 – Questions answered

March 14, 2025 - Bid Due

March 2025 – anticipated selection of consultant

May 2025– consultant submits draft work products to the Town for review

June 2025 – consultant submits final work products to the Town

## **Project Budget**

This project is funded through a grant from Community Development Block Grant.

## **Evaluation Criteria**

Consultants will submit a statement of their qualifications to perform the above services, and should include:

- A narrative statement describing the consultant’s approach to and understanding of the project
- A narrative statement of qualifications, including examples of recent, similar projects
- Resumes for key project personnel
- A minimum of three references with contact information
- A project schedule
- A cost proposal, broken down by task and correlated to the project schedule. Cost Proposal should be submitted in a separate envelope.

The consultant will be selected based on related work experience, ability to produce the required work products according to the project schedule and within the project budget, and references.

## **Bid Closure & Bid Opening**

Sealed Bid Responses<sup>2</sup> to this IFB shall be received until 4:00pm on March 14, 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.

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 March 7, 2025 at 4:30 p.m.:

Scott Sevegny, Director of Parks and Recreation Department, at [parksdirector@coventryri.gov](mailto:parksdirector@coventryri.gov)

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](http://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 Monday, March 17, 2025 at 10:00am. 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](http://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.

## **INSTRUCTIONS TO BIDDERS<sup>3</sup>**

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<sup>2</sup> "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.

<sup>3</sup> 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.

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 Friday, February 14, 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 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 "**Professional Design Services for Quidnick Park Improvement Program**" 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
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.
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 a Bid Response or by individually priced items in a 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 evaluation shall be based on related work experience, ability to produce the required work products according to the project schedule and within the project budget, and references.

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.

## **5. IFB Terms and Specifications**

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.

## 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](http://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 vendor shall maintain such commercial general liability insurance, broad form property damage insurance, Workers' Compensation insurance and such other insurance coverage as will protect the Town from any and all claims arising out the vendors performance of its contacted duties, 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 occurrences basis. Any changes in insurance carriers or lapse in coverage shall be noticed to the Town upon such an occurrence.

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.

Failure to maintain uninterrupted insurance coverage shall result in termination 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.

### **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) – Where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available, 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. It is the bidder's responsibility to know of the afore-referenced law and any regulations promulgated in connection therewith.

APPENDIX A:

