

Patricia A. Peshka
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
3275 Post Road
Warwick, Rhode Island 02886
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The following notice is to appear on the City of Warwick's website Friday, February 5, 2021.
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

Bid2021-261 Mobile Self-Contained Food Concessions at Various City Locations

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, February 5, 2021. **Our office will be closed on February 15, 2021 and will reopen on February 16, 2021 at 8:30am.**

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Tuesday, February 23, 2021. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room, Warwick City Hall. ***Please note due to COVID-19, only one person from each company may attend the bid opening. Employees and visitors must adhere to social distance guidelines. All visitors are advised to wear masks.***

Awards will be made on the basis of the lowest evaluated or responsive bid price.
Please note that no bids can be accepted via email or fax.

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

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

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

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

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

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

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number

Signature of Bidder

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2021-261

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statutes, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

Bid2021-261 Mobile Self-Contained Food Concessions at Various City Locations

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2021-261 Mobile Self-Contained Food Concessions at Various City Locations."

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

Should you have any questions, please contact Beverly Wiley, Parks & Recreation Director, 885 Sandy Lane, Warwick, RI at 401-921-9623.

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

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

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

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

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General, Automobile, and Product Liability in a minimum amount of \$1 million. The certificate of insurance must name the City of Warwick as the additional insured and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated certificate of insurance upon expiration of the original certificate.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

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

Prices to be held firm April 1, 2021 through March 31, 2022. Term contracts may be extended for one additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

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

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the

Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If

the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and the respondents bid or response and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
NOTICE TO BIDDERS**

**MOBILE SELF-CONTAINED FOOD CONCESSIONS AT WARWICK CITY PARK,
OAKLAND BEACH, CONIMICUT POINT PARK, CONFREDA SPORTS COMPLEX,
MICKEY STEVENS SPORTS COMPLEX AND ROCKY POINT PARK**

YOU DO NOT HAVE TO BID ON ALL LOCATIONS.

Warwick City Park
Oakland Beach
Conimicut Point
Confreda Sports Complex
Mickey Stevens Sports Complex
Rocky Point Park (Entrance Only)

"Concessionaire" and the City of Warwick, hereafter referred to as the "City" as follows:

The City grants the vendor(s) admission to City-owned property for the purpose of retail sales commencing April 1, 2021 and terminating March 31, 2022.

For this contract, the areas covered are:

CITY PARK starting at the entrance off Asylum Road

OAKLAND BEACH, including the boat ramp, ball field, sea wall, and green parking area

CONIMICUT POINT starting at the entrance off Point Avenue

CONFREDA SPORTS COMPLEX starting from the entrance off Bend Street

MICKEY STEVENS SPORTS COMPLEX, including the parking lot in front of Thayer/Warburton Arenas, McDermott Pool, and parking at all ball fields and skate park

ROCKY POINT PARK starting at the entrance of Rocky Point Park and the corner of Palmer Avenue (Rocky Point Park vendors may only operate retail sales outside of park property).

1. Vendors may operate retail sales within City designated properties only, during the hours from sunrise to sunset when the city's parks are officially open according to City Ordinance, and at Mickey Stevens Sports Complex and Confreda Sports Complex during baseball and soccer and lacrosse seasons.
2. The vendor must supply all his own equipment in a self-contained mobile unit. No water or electrical power will be supplied.
3. No advertising signs may be posted on park property.
4. Vendor(s) will be limited to roadside parking only and shall not interfere with any ongoing activities in the park. Vendors must move if requested to do so by authorized member of the Parks & Recreation Department or the Warwick Police Department.

5. The City reserves the right to prohibit the vendor(s) from certain areas in City Park, Conimicut Point, Oakland Beach, Mickey Stevens Sports Complex, Confreda Sports Complex and Rocky Point Park, especially during special celebrations such as festivals, tournaments, etc., and to allow other food and refreshments to be sold in concert with the activity, as the City deems necessary. For an event calendar you may contact Beverly Wiley at 401-921-9623.
6. The vendor must comply with all state and local laws and regulations. **All vendors must be able to provide, upon request, applicable documentation required by the State of Rhode Island to make a sale.**
7. It is the vendor's responsibility to contact:

**Warwick Police Department
Warwick Board of Public Safety (for City License)
And Rhode Island Health Department**

8. The vendor must provide liability insurance saving the City harmless from, or on account of, any loss, injury damage to any person or property arising out of this operation, including products liability. A certificate of such shall be filed with the Purchasing Agent prior to operation and shall remain in effect throughout the complete contract period.
9. This agreement cannot be assigned, transferred, or subleased without the approval of the Recreation Director and the Purchasing Agent and obtained in writing.
10. The City reserves the right, acting through the Recreation Director, to make any other rules and regulations pertaining to the permits or vendor which are reasonable and are in the best interest of the City and public. The Director of Recreation may order unsatisfactory service or conditions to be remedied by the vendor. The vendor agrees that all persons properly upon the premises shall be permitted to avail themselves of the services of the vendor or anyone in his employ and will not discriminate against any person because of race, color or creed.
11. The vendor agrees that he will provide satisfactory service, sufficient to meet the reasonable demands of the public in a courteous manner and dressed in an acceptable manner.
12. No beer, wine, other alcoholic beverages, and/or tobacco products of any kind is to be available, sold or used at any time by the vendor. The sale of gum is prohibited.
13. Bidders must submit individual bids for each area. Permits will be awarded separately for each area listed.
14. The City is not responsible for any minimum gross sales. This agreement may be terminated by the City of Warwick at any time, when the terms or conditions of the agreement or regulations issued hereunder have been violated.
15. The successful bidder must submit a Certificate of Insurance, in a minimum amount of \$1 Million, which includes General Liability, Product Liability and Automobile Liability Insurance and naming the City of Warwick as the additional insured on the policy and so

stated on the certificate.

16. The awarded amount must be provided to the City as listed below or the City reserves the right to cancel said award. Payment is to be made payable to the City of Warwick in the form of certified check, bank check or money order only. This is notice of these payments. Additional bills will not be sent. Payment may be made in full on April 15, 2021 or in three (3) timely installments as follows:

April 15, 2021	1/3 payment
June 17, 2021	1/3 payment
September 16, 2021	1/3 payment

17. The City reserves the right to limit the number of vendor trucks allowed into the various locations.
18. The successful bidder(s) will report to the Warwick Police Department directly regarding the removal of other vendor(s) that have not been awarded that specific location.

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2021-261 Mobile Self-Contained Food Concessions at Various City Locations

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price below;

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

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

BID EACH LOCATION SEPARATELY

**(COMBINATION BIDS FOR TWO OR MORE LOCATIONS WILL NOT BE ACCEPTED)
MINIMUM BID \$350.00 PER LOCATION**

LOCATION #	LOCATION	BID
1	City Park	\$
2	Oakland Beach	\$
3	Conimicut Point	\$
4	Confreda Sports Complex	\$
5	Mickey Stevens Sports Complex	\$
6	Rocky Point Park	\$

***PLEASE NOTE THAT MULTIPLE VENDORS MAY BE AWARDED THE SAME LOCATION(S)**