

TOWN OF NORTH SMITHFIELD
INFORMATION FOR BIDDERS
ROAD MATERIALS

1. RECEIPT AND OPENING OF PROPOSALS

The Town of North Smithfield, acting herein through its Town Administrator (herein call the "Town"), invites bids on this form attached hereto for ultimate approval by the North Smithfield Town Council. Bids may be picked up in the Finance Directors Office, Memorial Town Building, 1 Main Street, Slatersville, RI, Monday through Wednesday 8:30 am 3:30 pm, Thursday 8:30 am to 6:30 pm, and Friday 8:30 am to 11:30 am.

Sealed bids (proposals) will be accepted in the office of the Finance Director, Memorial Town Building, North Smithfield, Rhode Island, until 3:30 PM on November 14, 2011. They will be opened and read aloud at Scouter's Hall, 11 Main Street, North Smithfield, RI on November 15, 2011 at 10:00 AM.

2. FORM OF BID

Proposals shall be submitted in duplicate or as indicated in ad on form provided, with supplemental information, drawings, warranties, and other required documentation, literature and material to be provided, with the bid, on the bidders own form.

3. SUBMISSION OF BIDS

- a. Envelopes containing bids must be sealed and addressed to the Finance Director, North Smithfield Town Hall, P.O. Box 248, Slatersville, RI 02876, and must be marked with the name and address of the bidder, date and hour of opening, and name of item in bid call.
- b. Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
- c. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from time of bid opening.
- d. 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. The Town may consider informal any bid not prepared and submitted in accordance with these provisions.

- e. Proposals received prior to the time opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- f. Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

4. RHODE ISLAND SALES TAX

The Town 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 1, as amended.

5. FEDERAL EXCISE TAXES

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

6. ADDENDA AND INTERPRETATIONS

No interpretation on the meaning of the plans, specifications or other contract document will be made to any bidder orally. Every request for such interpretations should be in writing addressed to Town of North Smithfield; Office of the Finance Director, 1 Main Street, P.O. Box 248, North Smithfield, RI 02876 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids.

7. DELIVERY

All bids are to FOB various locations within the Town of North Smithfield, delivery to be supplied with the Purchase Order. No extra charges for delivery, handling or other services will be honored. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. The vendor must notify the Town of North Smithfield 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The Town will not make payment on damaged goods, they must be replaced or adjustments made at the option of the Town. The Town North Smithfield is only represented by the Finance Director in these matters and that division, or its appointed representative or agent, shall be the only entity to negotiate any settlements. Deliveries must be made normal working hours.

NOTICE TO VENDORS

1. Contracts shall be awarded by the Town Council to the lowest qualified responsible bidder. In determining "lowest qualified responsible bidder", in addition to price, the Town Council may consider:

The ability, capacity and skill of the bidder to perform the contract or provide the service required;

Whether the bidder can perform the contract or provide the service promptly or within the time specified without a delay or interference;

The character, the integrity, reputation, judgement, experience and efficiency of the bidder;

The quality of performance of previous contracts or services;

Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

The quality, availability and adaptability of the supplies or contractual services to the particular use required;

The ability of the bidder to provide future maintenance and service for the use of the subject contract;

The number and scope of conditions attached to the bid.

2. No proposal will be accepted if made in collusion with any other bidder.
3. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with RI General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, and 7-1.1-106.
4. The Town of North Smithfield reserves the right to reject any and all bid(s).
5. In determining the lowest responsible bidder, cash discounts for payment less than thirty (30) days will not be considered.
6. Where prices are the same, the Town of North Smithfield reserves the right to award to one bidder, or to split the award.
7. Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the Finance Department, telephone, or written requests for the above will not be honored.
8. As the Town of North Smithfield is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
9. In case of error in the extension of prices quoted, the unit price will govern.
10. The contractor will not be permitted to either assign or underlet the contract nor assign either legally or equitable any monies hereunder, or its claim thereto without the previous written consent of the Finance Director.
11. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
12. A certificate of insurance may be required of a successful vendor.

13. Bids may be submitted on an "equal" in quality basis. We reserve the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
14. The Contractor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment) Prevailing Wages and Davis Bacon Act.
15. No goods should be delivered or work started without a Purchase Order.
16. The Town requests that you submit one original and one copy of your bid.

BID PROPOSAL

TO: BRIAN SILVIA, FINANCE DIRECTOR
TOWN OF NORTH SMITHFIELD
1 MAIN STREET
P.O. BOX 248
NORTH SMITHFIELD, RI 02876

BID (PROPOSAL)

Place _____

Date _____

Bid (Proposal) of _____

(Hereinafter called ("Bidder")) * a corporation organized and

existing under the laws of the State of Rhode Island, *a

partnership or an individual business as _____

To the Town of North Smithfield,
Acting herein through its Town Administrator
(hereinafter called (Town"))

Gentlemen;

The Bidder in compliance with your Advertisement for Bid for Road Materials, North Smithfield, Rhode Island, having examined the specifications proposed to furnish Road Materials in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses included in performing the work required under the Contract Documents, of which this bid is part.

The Bidder acknowledges receipt of the following addenda:

*Insert corporation, partnership or individual as applicable.

Bidder understands that the Town reserves the right to reject any or all bids and to waive any informality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety 90 calendar days after the scheduled closing time for receiving bids.

The undersigned hereby declares that in regard to all conditions affecting the work to be done and the labor and materials required, this bid proposal is based on his investigations and findings, and the Town of North Smithfield and their officers, agents and employees shall not in any manner be held responsible for the accuracy of, or be bound by conditions relative to the proposed work, indicated in this or in the other contract documents, that no warranty or representation has been made by the Town of North Smithfield or their officers, agents and employees as to conditions.

The complete bid will be based upon the following:

Washed Sand	\$ _____	per ton
Processed Gravel	\$ _____	per ton
Loam-Regular	\$ _____	per CY
Screened	\$ _____	per CY
Crushed Stone 3/8"	\$ _____	per ton
Crushed Stone 3/4"	\$ _____	per ton
Crushed Stone 1 1/2"	\$ _____	per ton
Gravel Bank Run	\$ _____	per ton
Stone Dust	\$ _____	per ton

All materials bid must meet or exceed RIDOT specifications. All items are to be delivered to the Public Works Facility at 281 Quaker Highway unless otherwise noted.

DID YOU DEVIATE FROM THE SPECIFICATIONS IN ANY WAY?

___ YES ___ NO

(IF YES, YOU MUST SUBMIT DETAILED DESCRIPTIONS OF ALL DEVIATIONS)

Respectfully Submitted,

BY: _____
(SIGNATURE) (COMPANY NAME)

PRINT NAME & TITLE ADDRESS

DATE TELEPHONE

CONTRACTOR'S LICENSE NO. _____

SUBMIT BID PROPOSAL AND BROCHURES IN DUPLICATE.

(Seal-If bid is by Corporation)

Note: Insert bidder's name. A corporation, give the State of Incorporation using the phrase "A" corporation organized under the laws of

_____ Composed of officers as follows:

President

Vice President

Secretary

Treasurer