

BID PROPOSAL

FENCE INSTALLATION

NORTH SMITHFIELD PUBLIC WORKS

PARKS & RECREATION DIVISION

BUSHEE SCHOOL/ANNEX PLAYGROUND

January 2020

CHAPTER I

INFORMATION FOR BIDDERS

PART I
INFORMATION FOR BIDDERS

1. Receipt and Opening of Bids:

- A. The Town of North Smithfield, acting herein through its Town Administrator (herein called the ("Town")), invites bids on the forms attached hereto for ultimate approval by the North Smithfield Town Council. Bids may be picked up in the Office of the Town Administrator's Office, Memorial Town Building, and 1 Main Street, Slatersville, RI Monday through Wednesday 8:30 am to 3:30 pm, Thursday 8:30 to 6:30 pm, and Friday 8:30 am to 11:30 am.
- B. **Pre-Bid Meeting:** A mandatory pre-bid meeting will be held and is required for this project. All bidders are invited to attend a pre-bid meeting at **1:00 PM on Thursday , January 23, 2020** at the North Smithfield Municipal Annex Playground, 575 Smithfield Road, North Smithfield, RI 02896.

Sealed bids (proposals) will be accepted in the office of the Finance Director, Memorial Town Building, North Smithfield, Rhode Island, until **10:00 am on January 29, 2020**. They will be opened and read aloud at the North Smithfield Town Hall Conference Room 1 Main Street, Slatersville, RI on the **same day at 10:30 am**.

The Town may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. No Bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

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 Bid:

- 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 the item in bid call.
- B. Any bidder may withdraw his 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 office 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 of North Smithfield 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 of North Smithfield 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. INSURANCE AND PERMITS:

The Town of North Smithfield may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the Town with all such information and date for the purpose as may be requested. All necessary permits MUST be obtained from the Building Inspector. The contractor shall not commence work under this contract until he has obtained all insurance and permits required and such insurance and permits have been approved by Owner. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

A. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE**

The contractor shall obtain workers compensation insurance coverage for all of its' workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by the State of Rhode Island Statutes. The Contractor shall maintain worker's compensation insurance coverage for the duration of the contract.

In the event the Contractor's worker's compensation insurance coverage expires during the term of the contract, the Contractor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration and the Contractor shall provide the Town with further certification of workers' compensation insurance as renewals of said insurance occur.

B. **BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY INSURANCE:**

The contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town and its' officers, agents, and employees from any all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under the contract.

1. Bodily Injury Liability Insurance not less than one million dollars (\$1,000,000) for injuries, including wrongful death, to any one person; in an amount not less than one million dollars (\$1,000,000) per accident.
2. Property Damage Insurance in an amount not less than fifty thousand dollars (\$50,000) for damages per single accident, and in an amount no less than one hundred thousand dollars (\$100,000) for damages on all accidents.

7) 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.

8. 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, when 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 of 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 during normal working hours.

9. BID SECURITY:

Only when requested, each bid must be accompanied by bid security in the form of certified check, cashier's check, treasurer's check, or bid bond in the amount of five percent (5%) of the total bid.

10. Contract:

A contract in the form set forth hereinafter will be required to be executed by successful Bidder and the Town. The attention of all Bidders is, therefore, called to the form of said proposed Contract and the provisions thereof.

11. Obligation of Bidder:

At the time of the opening of bids each Bidder will be presumed to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from an obligation in respect to his bid.

NOTICE TO VENDORS

1. Contracts shall be awarded by the Town Council to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Town Council may consider:
 - A. The ability, capacity and skill of the bidder to perform the contract or provide the service required.
 - B. Whether the bidder can perform the contract or provide the service promptly or within the time specified without a delay or interference.
 - C. The character, the integrity, reputation, judgement, experience and efficiency of bidder.
 - D. The quality of performance of previous contracts or services.
 - E. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
 - G. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
 - H. The ability of the bidder to provide future maintenance and service for the use of the subject contract.
 - I. 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 7-1.199, 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 quality. 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: Cynthia DeJesus, Finance Director
Town of North Smithfield
1 Main Street
P.O. BOX 248
NORTH SMITHFIELD, RI 02876

CHAPTER 11

BID PROPOSAL

**NORTH SMITHFIELD
DEPARTMENT OF PUBLIC WORKS
FENCE FOR THE BUSHEE PLAYGROUND**

PROJECT

SPECIFICATIONS TO INCLUDE:

- **Two 4'X4' gates**
- **Any existing fence to be removed by DPW**
- **Install 445' lineal feet of 4' chain link fence with the appropriate posts and hardware**

PROJECT

GENTLEMEN:

WE, THE UNDERSIGNED, PROPOSE TO FURNISH TO THE TOWN OF NORTH SMITHFIELD A

_____.

PER ATTACHED SPECIFICATIONS DATED _____ FOR THE PRICE(S) STATE BELOW.

PRICE IN WORDS: _____ DOLLARS

PRICE IN FIGURES: _____

DELIVERY: _____ CALENDAR DAYS ARO.

ACKNOWLEDGEMENT OF AGENDA: _____

DID YOU DEVIATE FROM THE SPECIFICATIONS IN ANY WAY: __ YES __ NO?
(IF YES, YOU MUST SUBMIT DETAILED DESCRIPTIONS OF ALL DEVIATIONS)

BY: _____
(SIGNATURE) COMPNAY NAME

PRINT NAME & TITLE ADDRESS

DATE TELEPHONE

CONTRACTOR'S LICENSE NO. _____

SUBMIT BID PROPOSAL AND BROCHURES IN DUPLICATE.

