



Sound Proofing “Tri County Animal Shelter”

Bids will be received at the Division of Purchasing office, 2000 Smith Street, North Providence, Rhode Island, until 10:45 A.M on Wednesday September 20, 2023.

Bids will be opened and read aloud at 11:00 A.M.

Bids must be sealed and plainly marked "BID FOR Sound Proofing “Tri County Animal Shelter”
" on the outside of the envelope.

The Purchasing Board reserves the right to reject any and all bids, to waive any informalities in the bids received and to accept the bid deemed most favorable to the interest of the Town.

INFORMATION

1. Receipts and Opening of Proposals:

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town Hall, 2000 Smith Street, North Providence, R. I. until the time indicated in the Invitation for Bids, for the services designated in the Specifications and will then be publicly opened and read. No bids received thereafter will be considered.

2. Form of Bid:

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology or in the item or items mentioned therein, all proposals must contain the name and proper address of the bidding firm and must be signed by a responsible member of the firm with their signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

3. Submission of Bids:

(a) Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, and must be marked with the name and address of bidder, date and hour of bid opening, and name of item in bid call.

(b) The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

(c) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

(d) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.

(e) 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.

(f) Proposals received prior to the time of 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.

(g) Two (2) copies of all documentation submitted.

4. Acceptance or Rejection of Bid Proposal:

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable or in the best interest of the Town.

5. Qualifications of Bidder:

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6. Commencement of Contract:

The successful bidder shall commence work as specified and complete all work as specified.

7. Bid Prices:

Bidders shall state the proposed bid prices in the manner as designated in the Bid Proposal. In the event there is a discrepancy between the price written in words and in figures, the prices written in words shall govern.

8. Indemnification:

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

9. Insurance:

The Contractor shall carry the following insurance at their own expense:

- (a) General: All insurance for this contract shall be written by company (or companies) acceptable to the Town and all policies or certificates shall be submitted to the Town for examination prior to commencement of operations by the Contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the Town, the Contractor shall secure other policies or certificates in form and amount and with a company satisfactory to the Town. The Contractor shall not permit policies to be changed, cancelled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by certified mail to the Town stating when, (not less than thirty (30) days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the Town contain true transcripts from the policy or policies, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause and including the Town as an additional insured as to the operations involved.
- (b) If any part of the contract is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all their subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the Town covering each and every subcontractor shall be filed with said Town prior to the commencement of subcontract operations.

(b) Workers' Compensation 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 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' 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.

(c) Comprehensive General Liability and Property Damage Insurance including Contractual Liability:

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 and 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 including accidental death-each person \$1,000,000.
- (2) Bodily injury including accidental death-each occurrence \$1,000,000.
- (3) Property Damage - each occurrence \$1,000,000.
- (4) Property Damage - aggregate during any twelve (12) months period \$1,000,000.
- (5) Comprehensive Contractor's Protective Liability 1,000,000.

- (6) Commercial General Liability 1,000,000.
- (7) Contractor maintain during the extent of this agreement, Builders Risk Insurance with extended coverage in an amount not less than the full insurable value of work. Any loss payments will made payable to the Town of North Providence and the Contractor.
- (8) Operations - premises Liability
- (9) Independent Contractor's/Town's Protective Liability
- (10) Completed Operations and products Liability
- (11) Contractual Liability
- (12) Comprehensive Automobile Liability: covering all vehicles used by the Contractor in the course of the work including owned, non-owned and hired.
- (13) Bodily injury including accidental death each person \$1,000,000.
- (14) Bodily injury including accidental death-each occurrence \$1,000,000.
- (15) Property Damage - each occurrence \$1,000,000.

10. Wages and Labor:

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. Contractor shall provide weekly sign in documents for workers, weekly certified payroll prevailing wage for all workers and subcontractors.

11. Safety and Health Regulations:

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

12. Foreign Corporations:

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

13. Permits & License:

Contractor shall be licensed by and allowed to conduct Business in the State of Rhode Island and the Town of North Providence. All fees associated with the submittal of plans, designs or any other fee for approval of proposed work shall be at the cost of the Contractor.

14. Bid Evaluation:

This is an evaluated bid. The Town will evaluate and or interview the bidders through Interview Committee which will be comprised of Town officials and responsible individuals appointed by the Town administration. The Interview Committee will report its findings to the North Providence Purchasing Board.

After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

Bids shall be evaluated on the following criteria using a weighted scale, values stated below:

Previous Performance	10%
Bid Amount	40%
Ability to provide as specified	50%
ISBE Participation bonus points	6%

15. Affirmative Action Policy:

All bidders are required to submit an Affirmative Action Plan with bid documents.

By submission of proposals in response to these RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the Town exercise the same

commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this project, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

16. **MBE/WBE:**

In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a "DisBE")(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of RI State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, "Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects". As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit ISBE participation rate on the enclosed form entitled "MBE, WBE and/or DisBE Plan Form", which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

17. **Safety and Health Regulations** All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

18. **Foreign Corporations:** Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

19. **Fee's:** Contractor shall pay all fees' including but not limited to Town permits and State application fee's.
20. **Scope of Work:** Soundproofing the 3 Rooms in the Tri County Animal Shelter
21. **Work Supervision:** The Town of North Providence Building Superintendent will oversee all aspects of work.
22. **Job Completion:** Work must be completed by 60 days of notice to proceed. At job completion a contractor representative shall review work on site by a representative from the Town of North Providence. The job site shall be cleaned and free of debris. All required documentation and information must be shall have been provided upon completion.

SUMMARY OF WORK

Information provided by New England Soundproofing

Mitigation options for 3 rooms in the Tri County Animal shelter

Room #1

Currently, the reverberation time in this area is 2.63 seconds. Based on the current reverberation time, 200SF of acoustical treatment are required to reach the target reverberation time of .71 seconds.

Room #2

Currently, the reverberation time in this area is 2.33 seconds. Based on the current reverberation time, 172SF of acoustical treatment are required to reach the target reverberation time of .69 seconds.

Room #3

Currently, the reverberation in this area is at 1.83 seconds. Based on the current reverberation time, 92SF of acoustical treatment are required to reach the target reverberation time of .58 seconds.

Doorways to kennels need to be sealed as well.