



Town Hall Windows Replacement

Bids will be received at the Office of the Purchasing Agent, 2000 Smith Street, North Providence, Rhode Island, until 10:45 A.M on Wednesday March 20, 2024. Bids will be opened at 11:00 A.M. that day in the Assembly Room (Ground Level) of the North Providence Town Hall.

The Purchasing Board reserves the right to reject any and all bids, to waive any informality in the bids received and to accept the bid deemed the lowest evaluated and 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(d) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.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 Vendor 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 Vendor's work or any subcontractor's work under the contract.

9. **Insurance:**

The Vendor 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 Vendor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the Town, the Vendor shall secure other policies or certificates in form and amount and with a company satisfactory to the Town. The Vendor 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. 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 Vendor shall be charged with the responsibility for insurance protection for all their subcontract operations and should the vendor'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 Vendor 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 Vendor shall maintain worker's compensation insurance coverage for the duration of the contract.

In the event the Vendor's worker' compensation insurance coverage expires during the term of the contract, the Vendor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration, and the Vendor 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 Vendor shall maintain general liability and property damage insurance that protects the Vendor 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 Vendor'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 insurable value of work. Any loss payments will have 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 Vendor 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. Vendor 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:**

Vendor 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 Vendor.

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	30%
Bid Amount	40%
Ability to provide as specified	30%
ISBE Participation bonus points	6%

15. **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.

168. **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.

17. **Fee's:** Vendor shall pay all fees' including but not limited to Town permits and State application fee's.

18. **Work Supervision:** The Town of North Providence Building Superintendent will oversee all aspects of work.

19. **Job Completion:** Work must be completed by 90 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.

20. **Performance Bond**

Vendor shall provide at time of bid award a performance bond for 100% of total bid amount by a company acceptable by the Town of North Providence and authorized by the State of Rhode Island to provide said bond. Vendor shall include with bid proof of ability to provide bond.

21. **Project Specifications:**

The town of North Providence is seeking RFP's from Commercial Window vendors that can supply and install replacement Windows as described below. **Please Note: This project is for the removal and installation of the windows specified below.**

Each vendor shall separately price the cost of each:

- Aluminum Quaker Single Hung Window (54 in total)
- Standard White Color
- Standard Panning
- Low E Glass
- Grids
- ½ Screens

- Aluminum Quaker Arch Top Windows (3 in Total)
 - Standard White Color
 - Standard Panning
 - Low E Glass
 - Grids

The Town of North Providence considers a Complete window setup to consist of all parts, calking (Standard Color) and bonding material that forms a complete top to bottom installation,

INTERPRETATIONS

All questions about the meaning or intent of the Bidding Requirements and Contract Documents shall be submitted for interpretation or clarification no later than 48 hours prior to time of receipt of bids.

BIDDING PROCEDURE

A. Receipt of Bids

1. The Town of North Providence, Rhode Island acting through the Purchasing Agent (herein called the Town), invites bids on the form attached hereto. All blank spaces shall be filled in, in ink or typewritten, in words and figures only where no space is provided for words and signed by the Bidder. Submit bids in duplicate.
2. Bids will be received by the Purchasing Agent at the office of the Purchasing, 2000 Smith Street, North Providence, Rhode Island 02911, date and time indicated in the Advertisement for Bid. The envelope containing the bids must be sealed and addressed to Purchasing Agent, The Town of North Providence, 2000 Smith Street, North Providence, RI 02911, and designated as bid titled hereto, North Providence, Rhode Island.
3. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. (If forwarded by mail, the sealed envelope containing the proposal, and marked as directed above, must be enclosed in another envelope addressed to the Town, preferable by registered mail.)
4. The Town may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any and all bids. Any bids 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 shall not be considered.
5. No Bidder may withdraw a bid within the time period set herein these specifications.

CONSIDERATION OF BIDS

- A. Bid award will not be done at time of bid opening.
- B. The Town may reject any bid not prepared and submitted in accordance with the provision hereof and may waive any informalities or reject any and all bids. Conditional bids will not be accepted.
- C. The Contract may be awarded to the most responsible and eligible Bidder on the basis of the proposed Contract Price. The Town reserves the right to reject any and all proposals and to accept the proposal deemed most favorable to the interests of the "Town".
- D. The Town does not obligate himself to accept the lowest or any other bid.

POST BID INFORMATION

- A. The Town may make such investigations as he 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 Town that he is not properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.
- B. The Bidder is specifically advised that any person, firm, or entity to whom it proposes to award a subcontract under this contract must be acceptable to the Town.

DUPLICATION OF ITEMS OF WORK

- A. In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Town has been notified, in writing, prior to submittal of bids of quality duplication and Town has issued instruction to establish quality of material.

ACCEPTANCE OF CONDITIONS

- A. The submission of a Bid Proposal will be considered by the Town as acceptance by the Bidder of all requirements and stipulations contained in the Specifications, and the conditions at the job site.

TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Bidder must agree to commence work as soon as possible after issuance of a written "Notice to Proceed" with the Town and to substantially complete the project within the time limit indicated herein.

CONDITIONS OF WORK

- A. Each bidder must inform himself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Vendor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Vendor.

LAWS AND REGULATIONS

- A. The bidder's attention is directed to the fact that all applicable State Laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

STATE SALES AND USE TAX EXEMPTION

- A. The Town hereby affirms that, in accordance with the Rhode Island Sales and Use Tax Laws, it is exempt from the State Sales Tax.
- B. Bidders and material suppliers shall not include in their Bids any Rhode Island State Sales and Use Taxes relative to the performance of the work that is covered by the exemption.

INSPECTION OF EXISTING CONDITIONS

- A. All bidders are advised to inspect the existing project and to familiarize themselves with conditions, as they exist, prior to submitting their bids. All bidders are required to contact the Superintendent of Buildings Jim Fuoroli at 401-261-2143 or via email at jim.fuoroli@npsd.k12.ri.us to schedule a time to view the windows to take measurements etc. The Hours of inspection will be between 9:00 AM and 4:00 PM on Monday through Friday once scheduled. The vendor shall notify Mr. Fuoroli a minimum of 48 hours prior to time he/she would like to make site visit.
- B. After award of contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents for resulting from errors in our conflicts within the Contract

Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in questions, error or conflict, are brought to the Town's attention during the bidding period.

PARKING ARRANGEMENTS FOR TENANTS

- A. All work must be scheduled with minimum effect on the existing conditions. Vendor must determine, through Town, an appropriate schedule and alternative to existing use, parking and general business as usual.

PROPOSALS

- A. All submitted proposals must contain the following documents fully executed:
 - Proposal Form with Dimensions, Brand, and Cost is required.

PROPOSALS

Proposal Of: _____ Hereinafter called "BIDDER"
(Contractor)

(Address)

(City State Zip)

Contact Name: _____

Phone: _____

Email: _____

Organized and existing under the laws of the State of _____ doing business as*
_____.

Proposal To: The Town of North Providence (Hereinafter called "TOWN").

1. Pursuant to and in compliance with Advertisement for Bids and the Information for Bidders relating hereto, BIDDER hereby offers to furnish all plant, labor, materials, supplies, equipment, and other facilities and things necessary or proper for or incidental to the entire project as required by and in strict accordance with the CONTRACT DOCUMENTS entitled "Town Hall Decorative Exterior Lighting Project", North Providence, Rhode Island, and all Addenda issued by the TOWN and mailed or faxed to BIDDER prior to the date of opening of BID, whether received by BIDDER or not, for the sum of:

Bid Response:

Aluminum Quaker Single Hung Window \$ _____

Aluminum Quaker Arch Top Window \$ _____

Warranty period: _____

Anticipated time of delivery days: _____

2. TIME OF COMPLETION

BIDDER hereby agrees to commence work under this contract as stated herein and to FULLY complete the project within time limit indicated herein.