



Town of North Providence

Bid Specifications

North Providence High School
Athletic Field Toilets

Bids will be received at the Office of the Purchasing Agent, 2000 Smith Street, North Providence, Rhode Island, (Assembly Room) ground floor, on, Thursday May 12, 2022 by 10:45am. Bids will be opened at 11:00 a.m. that day.

Bids must be sealed and plainly marked on the outside of the envelope what is being bid upon.

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.

Mandatory pre-bid meeting on, Thursday April 28, 2022 at the North Providence High School Athletic Field Restrooms located at 1828 Mineral Spring Avenue North Providence, RI 02904 starting promptly at 10:00 a.m. local time.

INFORMATION FOR BIDDERS

1. Receipt 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 materials 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, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his 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 his/her 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(d) No bid may be withdrawn for a period of ninety (90) days from the date and time of opening.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) Four (4) copies of all documentation submitted and an electronic copy submitted either on CD or USB flash drive in pdf.

(h) Bidders must obtain a *bidder sheet* form from the North Providence Purchasing web page and submit it to North Providence Office of the Purchasing Agent upon receipt of specifications.

(i) All addenda and change orders will be posted on the North Providence Purchasing web page. Bidders are encouraged to check the web page regularly.

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 to 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 and Term of Contract:

The successful bidder shall commence the work when notified to proceed.

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 insurance at his 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.

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.

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.

14. 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 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 their 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.

14. Qualifications

Contractor shall be in the full time business of large construction projects. Contractor must have ten years' experience in large construction projects, a major emphasis in public safety building facilities. The project

manager for this project must have extensive experience in this field. The qualifications and experience of the project manager must be stated in the bid.

All bidders shall familiarize themselves with all materials requested.

Bidder further agrees that after notification that the bid has been accepted shall be organized to commence work upon bid award.

The Bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

CONTRACTOR shall have previous or current contracts with Municipal or Government Agencies and shall provide this information herein.

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.

Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example, if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate} \\ & \quad \times \text{Maximum ISBE participation points}) \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

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

Previous Performance	20%
Bid Amount	50%
Credentials/Qualifications	10%
Ability to perform described services/work	20%
ISBE Participation bonus points	6%

14. Bid Award

The Town may elect to award the entire bid or only a portion of the bid.

16. Information to Bidder

It is understood that the Town reserves the right to award the bid by item or alternate 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 to the best interest of the Town.

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.

17. Performance Bond

Contractor must provide at time of bid award a performance and payment bond for 100% of total of base bid amount by a company acceptable by the Town of North Providence and authorized by the State of Rhode Island to provide said bond.

18. Bid Bond

Vendors responding to this bid must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island. Bidders must furnish, with their bid proposals, an attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful vendor who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the Town Purchasing Agent, the full amount of the bid surety as liquidated damages. The Town will retain the bid surety of all vendors until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the proposal submission deadline; or (iii) the rejection of all proposals.

19. Building Permits

Contractor is responsible for applying for ALL permits.

1.1 PROJECT REQUIREMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specifications sections, apply to this Section.
- B. The work to be performed without limiting the generality thereof, consists of furnishing all labor, materials, and equipment required for construction of the work described in these specifications.
- C. The Contractor shall visit the site and thoroughly acquaint themselves with all existing conditions pertaining to this work. No claim for extra compensation will be entertained for the work required to be done which preliminary examination of the site would have revealed as necessary to accomplish the purpose intended as outlined-in the drawings and specifications.

- D. If the Contractor does NOT achieve the substantial completion date as identified within the contract document, they shall be required to work premium time and continue to work until the contract is complete. The cost for premium time is at the contractors own expense. If the Owner is required to pay employee overtime or any other payments to assist the contractor to carry out this premium time work, these costs will be documented and deducted from the final payment or retainage due to the contractor.

INSTRUCTION TO BIDDERS

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 4pm on Wednesday May 4, 2022.

CONTRACTORS RESPONSIBILITY FOR WORK

It shall be the duty of the Contractor to procure from the Town all necessary interpretations of the designs and contract documents.

Contractor shall make no changes without having first received written authorization from the Town. Where detailed information is lacking, before proceeding with work, the Contractor shall refer matter to Town for required information or interpretation.

If in the opinion of the Town's Representative, any employee of the Contractor or his subcontractors is physically or mentally unfit for work or exhibits behavior incompatible with project site environment, said employee may be required to leave project site property and/or may be refused re-admittance.

Attention is directed to the General Conditions, which will be strictly enforced.

The Contractor or the superintendent shall personally plan, supervise, direct, inspect and oversee all work whatsoever including work being performed by subcontractors. Therefore, the selection of a superintendent is of prime concern to the Town.

Whenever any work is being performed by any of the Contractor's workmen or those of subcontractor, the Contractor or superintendent must be present on the job-site to personally supervise the work. In the event that workmen appear for work in the absence of the superintendent, they will be asked to leave the premises by the Town or its representative.

Before commencing any work, the Contractor shall submit in writing to the Town the name of the superintendent to be employed. Written approval of the superintendent by the Town is required. While remaining in the Contractor's employ, the superintendent shall not be replaced for the duration of the work, except with the approval of the Town. Should the job superintendent be judged unsatisfactory by the Town, the superintendent shall be replaced by the Contractor. The Town's decision in this matter will be final.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

- A. By the act of submitting a bid, the bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.
- B. The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Specifications, and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- C. The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.
- D. Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Town, his employees or agents including architects, engineers or consultants, in assembling the bid figure.
- E. The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.
- F. After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or 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 question, error or conflict, are brought to the Town's attention during the bidding Period.

