

TOWN OF WEST WARWICK, RI  
INVITATION TO BID

REQUEST FOR PROPOSALS FOR  
CONSTRUCTION SERVICES  
RE-ROOFING OF THE SOLIDS HANDLING BUILDING

Sealed bid proposals will be received at the Town of West Warwick Finance Department at the address listed below until 10:00 AM on December 21, 2016. Proposals will be publicly opened and read aloud in the West Warwick Town Council Chambers at 10:30 a.m. on that date.

Town of West Warwick  
Town Hall  
1170 Main Street  
West Warwick, RI 02893

A **Pre-bid conference** is scheduled to be held at the Administration Building Conference Room, West Warwick Regional Wastewater Treatment Facility, One Pontiac Ave., West Warwick, RI at 9:00 AM on December 14, 2016.

Plans and Specifications will be provided on disk and may be obtained at the office of the Engineer (James J. Geremia & Associates, Inc., 272 West Exchange St., Suite 201, Providence, RI 02903) between the hours of 8:30 am and 4:00 pm, Monday through Friday.

Bids must be enclosed in an opaque envelope addressed to "Finance Director, Town Hall, 1170 Main St., West Warwick, RI 02893" bearing the name and address of the Bidder.

**ALL SUBMISSIONS MUST BE IN DUPLICATE AND CLEARLY MARKED ON THE OUTSIDE ENVELOPE:**

**"2017-13 RE-ROOFING OF THE SOLIDS HANDLING BUILDING"**

For more information, contact James J. Geremia, at (401) 454-7000. Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (Tel.401-822-9216) or TTD #9224 at least (72) hours in advance of the bid opening date.

Bid Security, in the form identified within the Standard Instructions to Bidders, and in the amount of five (5) percent of the total Bid amount, must accompany each Bid.

The successful Bidder must furnish a Performance Bond and a Labor and Material Payment Bond, in the specific formats as attached herein, both for the full value of the Bid Price, along with all required insurance certificates, within fifteen (15) calendar days after the award date in order to execute a Contract.

The Town of West Warwick reserves the right to reject any and all bids, or parts thereof, to waive any irregularities in the bids received and to accept the bids or part thereof deemed to be most favorable to the Town.

No bidder may withdraw his Bid within ninety (90) days after the scheduled closing time for receipt of Bid.

Bidders on this work will be required to comply with the President's Executive Order No. 11245, entitled "Equal Employment Opportunity" (as amended by Executive Order 11375) and as supplemented in Department of Labor Regulations 41 CFR Part 60. The requirements of Bidders and Contractors under this Order are explained in the Instructions to Bidders.

**TOWN OF WEST WARWICK**  
**GENERAL SPECIFICATIONS FOR BIDDERS**

1. Receipt and Opening of Proposals:

Sealed proposals (bids) will be accepted and stamped upon receipt in the Finance Department until the time indicated on the attached Advertisement for Bids, for commodities, equipment or services listed in the specifications and will then be publicly opened and read.

2. Form of Bid:

Proposals must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no changes shall be made in the phraseology of the proposals or in the 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/her signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind, may be rejected as informal.

3. Submission of Bids:

- a. All bids must be addressed to:

**Attn: Finance Dept - Bid**  
**Town of West Warwick**  
**1170 Main Street**  
**West Warwick, RI 02893**

- b. Envelopes containing bids must be sealed addressed to the Finance Department and must be marked with the name and address of bidder, date and hour of opening and the name of the item in the bid call. Any documents provided by a thumb drive or CD must be included in the sealed bid submission.
- c. The purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- d. 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.
- e. Unless otherwise specified, no bid may be withdrawn for a period of one hundred twenty (120) days from the date of the bid opening.
- f. Negligence on the part of the bidder preparing the bid confers no rights for withdrawal of the bid after it had been opened.
- g. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- h. Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the time or part with the deviation and indicated how the bid will deviate from specifications.

4. Prices:

The bidder shall insert the price, written in words, and in figures. In the event that there is a discrepancy between the prices written in words and in the figures, the prices written in words shall govern.

5. Rhode Island Tax:

The Town of West Warwick is exempt from the payment of Rhode Island Sales Tax under 1956 General Laws of the State of Rhode Island 44-18-30 paragraph 1, as amended.

6. Federal Excise Tax:

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

7. "Or Equal" Bidding:

When standard specifications are referred to, said specifications must be compiled with in all respects. When the name of the manufacturer, or brand name, or manufacturer's catalog number is used as the bid standard in describing an item followed by "or equal", this description is used to indicate quality, performance and other essential characteristics of the article required. If bidding on make, model brand or sample specified, the words "or equal" must be stricken out by the bidder. If bidding on other than make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalog number and other information necessary to prove that his intended substitution of the commodity is equal in all essential respects to the bid standard. If bidder fails to furnish the identical article of the bid standard; otherwise, his bid will be declared "No Bid" insofar as the item in question is concerned.

8. Award and Contract:

Unless otherwise specified, the Town of West Warwick reserves the right to make awards by item or items, as may be in the best interest of the Town of West Warwick. A purchase order will be forwarded to the successful bidder.

9. Competitive Bids:

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 request for the above will not be honored.

10. Addenda and Interpretations:

No interpretations 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 West Warwick, attn: Finance Director, 1170 Main Street, West Warwick, RI 02893 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids.

11. Delivery:

All prices must be bid on the basis of F.O.B. Delivery Point, the Town of West Warwick. Deliveries must consist only of new merchandise or equipment and shall be made between 8:30 a.m. and 4:00 p.m. Monday thru Friday. 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.

No deliveries shall become due or acceptable without a written Purchase Order issued by the Town of West Warwick.

12. Qualification of Bidder:

The Town of West Warwick 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 of West Warwick all such information and data for this purpose as the Town may request.

The Town of West Warwick reserves the right to reject any bid if the evidence submitted by, or investigations of such bidder fails to satisfy the Town of West Warwick that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

**On construction projects, everyone who has access to the site must hold an "OSHA" #10 certificate.**

13. Bid Security:

If requested in the Invitation to Bid, each bid must be accompanied by a certified check of the bidder, or by a bid bond, duly executed by the bidder as principal and having as surety therein a surety company approved by the Town of West Warwick, in the amount of five percent (5%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Town of West Warwick and the accepted bidder have executed the contract, or, if no award had been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he had not been notified of the acceptance of his bid.

14. Liquidated Damages for Failure to Enter into Contract:

The successful bidder upon his failure or refusal to execute and deliver the contract and bonds required within (10) days after he has received notice of acceptance of his bid, shall forfeit to the Town of West Warwick, as liquidated damages for such failure or refusal, the security deposited with his bid.

15. Time of Completion:

Bidder must agree to commence work within (10) days after issuance of a "Notice of Award" (Purchase Order).

16. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to the construction of 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 provision of his contract. Insofar as possible, must employ such methods or means as will not cause any interruption with the work of any other contractor.

17. Wages and Labor:

The Contractor shall comply with provision of chapter 14, General Laws of the State of Rhode Island, 1956, as amended. The Rhode Island Director of Labor has accepted the prevailing wage rates as determined by the Federal Wage and hour Division under the Davis-Bacon Act. Wages to be paid under the Contract are on file with the Director of Labor of the State of Rhode Island.

18. Protection of Work and Property:

The Contractor shall safely protect the property of the Town of West Warwick and all adjacent property from loss or damage, and shall repair, or replace any damage, injury or loss resulting from this project.

19. Clean-up:

During and after completion of this project, the Contractor shall leave the area in a clean and orderly condition. Should the Contractor leave the area in a disorderly condition, the Town of West Warwick will undertake the cleanup work and cost of such work shall be deducted from the payment of the Contractor.

20. Guarantee:

The contractor shall guarantee all work performed under this contract against all defects of material and workmanship for a period on one calendar year after the acceptance by the Town of West Warwick. Under this guarantee, the Contractor shall replace or repair all defective workmanship and material at no additional cost to the Town of West Warwick. Final payment constitutes acceptance.

21. Payment:

Payment shall be made at the end of the satisfactory completion and acceptance of all work as specified, at the applicable prices submitted in the proposal.

*Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond in the amount of one hundred percent (100%) of the contract price as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract. The surety on such bond or bonds shall be duly authorized surety company satisfactory to the Town of West Warwick.*

22. Insurance:

If requested in the Invitation to Bid, during the process of work, the Contractor shall carry insurance as follows:

- a. Workman's Compensation Insurance and Employer Liability Insurance as required under City, State and Federal Laws
- b. Public Liability in the amount of not less than \$1,000,000 including coverage for collapse hazard
- c. Property damage in the amount of not less than \$1,000,000 for one person; and not less than \$3,000,000 for each accident
- d.

Copies of Contractor's Liability Insurance policies shall be filed with the Town of West Warwick prior to the start of any work.

23. Taxpayers, Delinquent – Contracts

The Town of West Warwick will not enter into any contract or agreement to purchase services or equipment from any person, corporation or business enterprise who has neglected or refused to pay any local taxes, fees, assessments, betterments or any other municipal charges assessed against the business property owned by such person, corporation or business enterprise; or with respect to any activity, event or other matter which is the

subject of such license or permit, and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about the business real estate whose owner has neglected or refused to pay any local taxes, fees, assessments, betterments or any other municipal charges assessed against the business real estate.