

STANDARD INSTRUCTIONS TO BIDDERS (LONG FORM)

REQUEST FOR PROPOSALS
DEPARTMENT OF FINANCE, PURCHASING DIVISION
CITY OF EAST PROVIDENCE, RHODE ISLAND

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUEST FOR PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE/S BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1.0 BIDDING DOCUMENTS

Bidders may obtain from the City Purchasing Agent, one (1) complete set of Bidding Documents for the deposit sum, stated in the Request for Proposals. The deposit will be refunded if plans and contract documents are returned in good condition within two (2) weeks after opening of proposals.

- 1.1 Complete sets of Bidding Documents shall be used in preparing proposals; the City will not assume any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.

2.0 QUESTIONS

Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

- 2.1 Proposers requiring clarification or interpretation of the Bidding Documents shall make a written request to the City to reach it at least seven days prior to the date for receipt of proposals. No telephonic clarification or interpretation will be made by the City. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and proposers shall not rely upon such interpretations, corrections and changes.

3.0 "OR EQUAL BIDDING":

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the City Manager, or by person or persons designated by him, that the bidders designated substitute is equal to the bid standard; otherwise, his bid will be rejected.

4.0 ADDENDA

Copies of all Addenda will be posted to the City's Website. **It is the Vendor's responsibility to check and download any and all addenda from the City's Website.**

- 4.1 No Addenda will be posted later than four (4) working days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

5.0 RECEIPTS AND OPENING OF PROPOSALS

Sealed proposals will be received and date stamped in the office of the City Manager, first floor, Room 102, City Hall, 145 Taunton Avenue, East Providence, Rhode Island 02914, until the time and date indicated on the Request for Proposals. No proposal received after that time will be considered. Mark outside envelope with item being proposed, and time and date of proposal due date.

6.0 FORM OF PROPOSAL

Proposals shall be submitted on and in accordance with the forms provided. All blanks shall be filled in by typewriter or manually in ink.

- 6.1 Where so indicated by the makeup of the proposal form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the proposal. Carelessness in quoting prices, or in preparation of proposal otherwise, will not relieve the proposer. Proposers are cautioned to recheck their proposal for possible error. Errors discovered after public opening cannot be corrected and the proposer will be required to perform if their proposal is accepted.

- 6.2 All requested alternates shall be proposed. Proposer shall make no additional stipulations on the proposal form nor qualify his proposal in any other manner.

- 6.3 Each copy of proposal shall include the legal name of proposer and a statement whether proposer is sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the proposer to a contract. A proposal by a corporation shall further give the State of incorporation and have the corporate seal affixed. A proposal submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the proposer.

7.0 SUBMISSION OF PROPOSALS

All copies of the proposal, and any other documents required to be submitted with the Proposal shall be enclosed in a sealed envelope. The envelope shall be addressed to the City Manager and shall be identified with the Project name, the Proposer's name and address. If the proposal is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope. Mark outside envelope with item being proposed, and the time and date of the proposal due date.

- 7.1 Proposals shall be deposited at the designated location prior to the time and date for receipt of proposal indicated in the Request for Proposals, or any extension thereof

made by Addendum. Proposals received after the time and date for receipt of proposals will be returned unopened.

- 7.2 Bidder shall assume full responsibility for timely delivery at location designated for receipt of proposals.
- 7.3 Oral, telephonic, or telegraphic proposals are invalid and will not receive consideration. Additionally, FAXED proposals will not be accepted.
- 7.4 No proposal may be withdrawn for a period of ninety (90) calendar days from the date and time of bid opening. The City reserves the right to waive this requirement in order to best serve the interests of the City.
- 7.5 All prices bid must be on the basis of F.O.B. Delivery Point, East Providence, Rhode Island. Therefore, shipping costs are to be included within the prices quoted. Deliveries must consist only of new merchandise or equipment and shall be made between 8:30 A.M. and 4:00 P.M. Prevailing Time, Monday through Friday.

No delivery shall become due or be acceptable without a written Purchase Order, issued by the City Purchasing Agent.

8.0 MODIFICATIONS OR WITHDRAWAL OF PROPOSAL

A proposal may not be modified, withdrawn or cancelled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, and proposer so agrees in submitting his proposal.

- 8.1 Prior to the time and date designated for receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the time designated for receipt of proposals.
- 8.2 Such notice shall be in writing over the signature of the proposer and must have been mailed and postmarked on or before the date and time set for receipt of proposals; it shall be so worded as not to reveal the amount of the original bid. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with these Instructions to Bidders.

9.0 CONSIDERATION OF PROPOSALS REJECTION OF PROPOSALS

- 9.1 The City reserves the right to reject the proposal of any proposer who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, or employees.
- 9.2 The City reserves the right to reject any or all proposals and in particular to reject a proposal not accompanied by any data required by the Bidding Documents or a proposal in any way incomplete or irregular, and to waive any informality in the

proposals received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.

9.3 The City shall have the right to waive any informality or irregularity in any proposal received.

9.4 It is the intent of the City, if it accepts any Alternates, to accept them in the order in which they are listed in the proposal form, but the City shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

10.0 QUALIFICATIONS OF PROPOSER

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

11.0 CONTRACT SECURITY

When a Contract Security is required in the Request for Proposals cover sheet, the Contractor shall furnish a Surety Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company satisfactory to the City and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the City.

The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

12.0 AFFIRMATIVE ACTION REQUIREMENTS EQUAL EMPLOYMENT OPPORTUNITY

Any firm or Contractor providing services to or doing business with the City shall adhere to the City's Affirmative Action Plan for Equal Employment Opportunity. Said plan is on file with the City's Affirmative Action Officer.

12.1 In the event that the Bid exceeds \$10,000.00, the successful bidder only must submit the following:

- a. East Providence Affirmative Action Program Form
- b. Preliminary Statement of Work Force Needs
- c. Certification of Equal Employment Compliance
- d. Certification of Nonsegregated Facilities

13.0 WAGES AND LABOR

The Contractor shall comply with the applicable provisions of Chapter 12 and 13, Title 37, General Laws 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 included herein. The most recent schedule of wage rates shall apply if different from the schedule enclosed herein.

14.0 PERMITS & INSPECTION FEES

The Contractor shall obtain all permits required by the City and pay any portion of City permit fees, which are directed, to State or Federal Agencies. The City will waive it's portion of the permit fees.

15.0 SAFETY AND HEALTH REGULATIONS

All work hereby contemplated are to be governed, at all times, by applicable provisions of Federal and State of Rhode Island law(s).

16.0 TIME OF COMPLETION: CONTRACT PERIOD

The Contractor shall commence work within ten (10) calendar days after the Notice to Proceed, after the execution of the contract unless otherwise specified or permitted by the City Engineer, and shall complete the work in the time specified under the provisions of the ensuing contract.

17.0 FORM OF CONTRACT AGREEMENT TO BE USED

As provided in the Bidding Documents.

18.0 FOREIGN CORPORATIONS

The 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. Detailed information may be obtained from the Secretary of State.

19.0 RHODE ISLAND SALES AND USE TAX

The City is exempt from the R.I. Sales or Use Tax under Section 44-18-30I, General Laws of the State of R.I. 1956, as amended. Bidders attention is directed to Regulation "C" Contractor's and Sub-Contractors and Contractor's Exempt Purchase Certificate.

19.1 Nonresident Contractor's engaged in the building industries in Rhode Island are subject to the provisions of Section 44-1-6 of General Laws, 1956, as amended to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

20.0 EXAMINING AND LICENSING OF HOISTING ENGINEERS

Chapter 26 of Title 28 of the General Laws of the State of Rhode Island, 1956, as amended, entitled "An Act Relating to Examining and Licensing of Hoisting Engineers" is hereby amended to read as follows: Section 3, from and after July 1, 1941, no person shall operate or be in direct charge of a hoisting or excavation gasoline, steam, diesel, electric, or compressed air hoist, shovel, crane excavator of five horsepower or more, without obtaining a license to do so, as provided in this act. No user or agent of a user of such described steam, gasoline, diesel, electric, or compressed air hoisting machinery shall permit it to be operated unless it is operated by a duly licensed person as hereinafter provided in this act. Every contract in the construction of public works by

this State, or by any City or Town, or by persons contracting therewith for such construction shall contain a clause embodying the provisions of this Section.

21.0 PAYMENT

Payments by the City shall be made to the Contractor/s monthly and shall be made by the 15th of the next month in which the work was completed, upon submission of invoice by the Contractor/s to the City Controller, City Hall, 145 Taunton Avenue, East Providence, R.I. 02914. City Invoice Forms will be furnished by the City Purchasing Division.

22.0 INSURANCE REQUIREMENTS

The Contractor shall carry the following insurance coverages at his own expense:

(a) General: All insurance for this contract shall be written by a company (or companies) acceptable to the city and all policies or certificates shall be submitted to the City 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 City, the contractor shall secure other policies or certificates in form and amount with a company satisfactory to the City. 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 mail to the city stating when, (not less than 30 days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the City and 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 as to the location and operations involved.

The Contractor is required to list the City of East Providence not only as Certificate Holder but also as an Additional Insured as well on the "Certificate of Insurance".

If any part of the work 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 his subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the City covering each and every subcontractor shall be filed with said City prior to the commencement of subcontract operations.

(b) Statutory Workman's Compensation Insurance: Shall be provided by the contractor for all labor employed on the project who may come within the protection of such laws, and Employer's General Liability Insurance shall be provided for the benefit of employees not protected by compensation laws. The contractor will be charged with the responsibility for proper and adequate workman's compensation for all subcontract operations.

(c) Contractor's General Liability Insurance (including Premises-Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):

- a. Bodily Injury:
 - \$1,000,000 - Each Occurrence
 - \$1,000,000 - Annual Aggregate

- b. Property Damage:
 - \$1,000,000 - Each Occurrence
 - \$1,000,000 - Aggregate

c. Products & Completed Operations to be maintained for one (1) year after final payment.

- (d) Contractor's Liability:
 - a. Bodily Injury:
 - \$1,000,000 - Each Occurrence
 - b. Property Damage:
 - \$1,000,000 - Each Occurrence
 - \$1,000,000 - Annual Aggregate

- (e) Personal Injury, with Employment Exclusion deleted:
 - \$1,000,000 - Annual Aggregate

- (f) Comprehensive Automobile Liability:
 - a. Bodily Injury:
 - \$500,000 - Each Person
 - \$1,000,000 - Each Occurrence
 - b. Property Damage:
 - \$1,000,000 - Each Occurrence

23.0 OSHA SAFETY AWARENESS PROGRAM

In accordance with R.I.G.L. 28-20-35, all contractors bidding on construction projects of the City with a total project cost of one hundred thousand dollars (\$100,000.) or more, are required to have an OSHA “ten hour construction safety program”, for their on-site employees. The training program shall utilize instructors trained by the Occupational Safety and Health Administration, using an OSHA approved curriculum.