

TOWN OF RICHMOND, RHODE ISLAND
STANDARD INSTRUCTIONS TO BIDDERS

1. Form of Bids

Bids must be submitted on the bid proposal form provided. All information requested must be provided. Bids must include the name and address of the individual or firm submitting the bid and must be signed by an official of the firm who is authorized to sign the bid. The name of the official signing the bid, and his or her title or position, must be printed on the form.

2. Submission of Bids

- a. Bids must be submitted in a sealed envelope addressed to the Richmond Town Administrator and submitted to the Richmond Town Clerk, Richmond Town Hall, 5 Richmond Townhouse Road, Wyoming, RI 02898. The name of the project and the name and address of the bidder must be on the envelope.
- b. Bids must be submitted by the date and time specified. No bids received after the deadline will be considered. No bids submitted by telephone or e-mail will be considered. No bid may be amended after it has been submitted.
- c. Bids received before the submission deadline will be securely kept unopened. No Town employee will be liable for the premature opening of a bid that was not properly addressed or identified.
- d. A bidder may withdraw a bid by written request at any time before the submission deadline. No bidder may withdraw a bid within ninety (90) days after the bids are opened. Negligence on the part of the bidder in preparing the bid confers no right to alter or withdraw a bid after it has been opened.
- e. Bids that are not complete, and bids that contain omissions, erasures, alterations, or additions, or contain irregularities of any kind, may be rejected.

3. Prices

- a. Bidders shall state the proposed price in the manner designated on the bid proposal form. If there is a discrepancy between unit prices and extended totals, the unit prices shall govern. If there is a discrepancy between a price written in words and a price written in figures, the prices written in words shall govern.
- b. The Town is exempt from the payment of Rhode Island sales tax and federal excise or transportation tax. The bid amount must exclude taxes and will be construed to exclude taxes.

4. Bids for Sales of Goods

a. Unless otherwise specified, the Town reserves the right to make an award by individual item or items, or by total, as may be in the best interest of the Town. The Town's delivery to the bidder of a written bid acceptance and a purchase order shall constitute a binding agreement without further action by either party.

b. All prices must be F.O.B. to the Richmond Town Hall. Deliveries shall be made to the Town Hall, 5 Richmond Townhouse Road, Wyoming, RI, between 9:00 a.m. and 3:00 p.m., Monday through Friday, except holidays. The Town will not accept delivery, and will not be responsible for payment, unless the Town purchasing officer has issued a purchase order for the goods.

5. Nondiscrimination

All individuals and firms providing goods or services to the Town shall comply with the equal employment opportunity and nondiscrimination policies of the Town of Richmond, the State of Rhode Island, and Federal Executive Order No. 11246, as amended. To maintain eligibility for receipt of the bid award, bidders must submit a compliance report concerning their employment practices and policies if required to do so by the Town.

6. Compliance with Labor Laws

All individuals and firms providing public works construction services to the Town shall comply with the prevailing wage requirements and all other requirements of Title 37, Chapter 13 of the Rhode Island General Laws. If required by the Town to do so, a bidder must submit a list of all subcontractors who will perform work on the project and written signed statements from authorized agents of labor pools from which the contractor or subcontractors will or may obtain employees for this work, confirming that the practices and policies of the subcontractors and labor pools conform to the requirements of Federal Executive Order No. 11246, as amended, and that the subcontractors and labor pools will affirmatively cooperate with, and offer no hindrance to, the recruitment, employment, and equal treatment of employees seeking employment or performing work under the contract.

7. Right to Reject Bids

The Town reserves the right to reject any and all bids and proposals, to waive any informality in bids and proposals received, and to accept the bids and proposal determined to be in the best interests of the Town.

8. Insurance Requirements for Vendors Providing Services

a. Workers' Compensation Insurance

Vendors shall provide proof of adequate statutory workers' compensation insurance for all workers employed on the project who may come within the protection of such laws and shall

provide employers' general liability insurance for the benefit of employees in the amount of \$100,000.

b. Contractor's Comprehensive Public Liability and Property Damage Insurance

Vendors shall carry comprehensive general liability insurance, with broad form contractual general liability endorsement attached, with a limit of not less than \$1,000,000 for all damages arising out of bodily injury to or death of one person, and subject to that a limit for each person, a total limit of not less than \$1,000,000 for all damages arising out of bodily injury to or the death of two or more persons in any one accident; and contractor's comprehensive property damage liability insurance providing for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one accident; and subject to a limit of not less than \$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

c. Comprehensive automobile liability and property damage insurance

Vendors shall carry comprehensive automobile liability insurance covering all owned vehicles, leased vehicles, and non-owned vehicles in the amount of not less than \$1,000,000) for all damages arising out of bodily injury to or the death of any one person; and subject to that limit for each person a total of not less than \$1,000,000 for all damages arising out of bodily injury to or the death of two or more persons in any one accident; and property damage coverage in the amount of not less than \$1,000,000 for all damages arising out of injury to or destruction of property.

d. Special hazards insurance

Special hazards shall be covered by a rider or riders to the public liability insurance and property damage insurance policy or policies required above or by separate policies of insurance as follows:

1. Property damage liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property damage liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property damage liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting therefrom.