

TOWN OF RICHMOND, STATE OF RHODE ISLAND
PURCHASING OFFICER – TOWN ADMINISTRATOR
REQUEST FOR PROPOSAL - COMPETITIVE BIDS
**EXCAVATE & PAVE PARKING AREA OF POLICE STATION at 1168
Main Street, Wyoming, RI 02898**

BIDS DUE BY: Friday, September 17th, 2021 at 3:00 PM
BID OPENING DATE: Friday, September 17th, 2021 at 3:00 PM

SCOPE & DESCRIPTION OF WORK TO BE PERFORMED
<i>Area estimated at 3,000 square yards or 27,000 square feet</i>
1) Excavation and removal of existing asphalt.
2) Installation of gravel as needed.
3) Fine grade and compact all gravel.
4) Reset all structures to finished grade.
5) Installation of 3” of asphalt (1.5” binder – 1.5” top).
6) Installation of monolithic asphalt Cape Cod berm.
7) Upon determination of start date, the work shall be completed in no more ten (10) days barring unforeseen severe weather conditions.

BID REQUIREMENTS

1. Sealed bids will be accepted in the Town Clerk’s Office until 3:00 PM on **Friday, September 17th, 2021.**
2. Sealed bids will be opened in the Town Council Chamber at 3:00 PM on **Friday, September 17th, 2021.**
3. Sealed envelopes must be parked **“POLICE PARKING LOT PAVING”** and submitted to the Town Clerk’s Office.

4. The Town desires to contract for rehabilitation and reclamation of existing bituminous concrete and/or tar pavements and re-pavement. **See attached specifications.**

5. Proposals shall be submitted on the attached form.

6. Bids that do not meet minimum requirements may or may not be considered. All exceptions must be listed.

7. Vendors are required to submit two (2) copies of their bids.

8. The Town of Richmond shall award the bid to the responsible bidder whose proposal is determined in writing, to be the most advantageous to the Town taking into consideration price and evaluation factors stated in the Request for Proposals (REPs). The award shall be made on the basis of the lowest evaluated or responsive bid price. This applies to negotiation after competitive bidding, not to the bidding itself.

9. Bidders may be asked to appear before a committee comprised of Town officials to present their proposals and qualifications.

10. The Town of Richmond is exempt from Federal excise taxes and State sales taxes.

11. No price escalation clauses will be accepted.

12. The successful bidder must furnish a General Liability Insurance Certificate to the Town of Richmond, within fifteen

13. The successful bidder must enter into a Contractual Agreement with the Town of Richmond, within fifteen (15) days after the bid award date.

14. Bid Bond- see below.

15. No bidder may withdraw his/her/their bid within ninety (90) days after the bid is submitted.

16. Contracts may be competitively negotiated when it is determined in writing, by the Town Administrator or Purchasing Officer that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition.

17. Delivery time shall be included in the bid.

18. Please contact DPW Director Scott Barber at (401) 539-8474, or via e-mail at dpw@richmondri.com, with any questions regarding this Request for Proposals and/or bidding process.

INVITATION TO BID

Separate sealed bids will be received by the **TOWN OF RICHMOND**, Rhode Island, for **POLICE PARKING LOT PAVING** on or before 3:00 PM on Friday, September 17th, 2021 at the office of the Town Clerk, 5 Richmond Townhouse Road, Wyoming, RI 02898 and at that time will be opened and read aloud in public.

Specifications may be obtained at the Town Administrator's Office, 5 Richmond Townhouse Road, Wyoming, RI between the hours of 9:00 AM and 4:00 PM, Monday through Friday and are available on the Town of Richmond's website, <https://www.richmondri.com/>.

All Sealed Bids must be submitted on the bid form provided, **in duplicate** and clearly marked:

“POLICE PARKING LOT PAVING”

Bids must be enclosed in a sealed envelope addressed to the “Town Administrator, Richmond Town Hall, 5 Richmond Townhouse Road, Wyoming, RI 02898” and bearing the name and address of the bidder on the face of the envelope, like below example:

John Doe
ABC CONSTRUCTION
123 Main St. Anywhere, RI

TOWN ADMINISTRATOR – RICHMOND TOWN HALL
RE BID: **POLICE PARKING LOT PAVING**
5 Richmond Townhouse Road
Wyoming, RI 02898

The Town of Richmond reserves the right to reject any/all bids, waive any informalities in the bids received, and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Richmond.

Individuals requesting **interpreter services for the hearing impaired** must notify the Finance Department (401) 539-9000, ext. 8, at least three (3) business days prior to the bid opening.

STANDARD INSTRUCTIONS TO BIDDERS

(UNLESS NOTED OTHERWISE ON DOCUMENTS SPECIFIC TO THIS BID ITEM)

TOWN OF RICHMOND, RHODE ISLAND

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

1. Receipt and Opening of Proposal:

Sealed proposals (bids) will be accepted in the office of the Town Administrator, Town of Richmond, Rhode Island until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read aloud.

2. Form of Bid:

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein. Bids 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 that are not complete, or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind, may be rejected.

3. Submission of Bids:

- A. Envelope containing bid must be sealed and addressed to the office of the Town Administrator, Richmond Town Hall, Wyoming, Rhode Island 02898 and must be marked with the name of the project and name and address of bidder (as previously described).
- B. The Town Administrator will open the bids at the specified time, 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. telephonic bids, amendments, or withdrawals will not be accepted.
- D. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid 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 attach to an officer or person for the premature opening of a proposal not properly marked, addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Rhode Island Sales Tax

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

6. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

7. Award and Contract

Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

8. Delivery

All prices must be on the basis of F.O.B. Delivery Point Richmond, Rhode Island. Deliveries must consist only of new merchandise or equipment and shall be made between 9:00 a.m. and 3:00 p.m., Monday thru Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Agent.

9. Affirmative Action

Any firm providing services to or doing business with the Town of Richmond, Rhode Island shall adhere to the Town's Affirmative Action Plan for Equal Employment.

10. Town's Right to Reject

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

11. Insurance

The SUCCESSFUL BIDDER shall provide the following insurances in accordance with the General Conditions:

A. Workers' Compensation Insurance

The SUCCESSFUL BIDDER shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide Employer's General Liability Insurance in the amount of \$100,000 for the benefit of his/her employees not protected by such compensation laws.

B. Contractor's Comprehensive Public Liability and Property

Damage Liability
Insurance

The SUCCESSFUL BIDDER shall carry Comprehensive General Liability Insurance with broad form of Contractual General Liability Endorsement attached, providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of one (1) person, and subject to that a limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Contractor's Comprehensive Property Damage Liability Insurance providing for a limit of not less than One Million Dollars (\$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 One Million Dollars (\$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

The SUCCESSFUL BIDDER shall carry Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person; and subject to that limit for each person a total of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and Property Damage coverage in the amount of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property.

D. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies hereinabove required to be furnished by the SUCCESSFUL BIDDER, 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.

12. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing work under this contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the contract.

13. Wage Rates

In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor and Training.