

STANDARD INSTRUCTIONS TO BIDDERS (SHORT FORM)

INVITATION TO BID

DEPARTMENT OF FINANCE, PURCHASING DIVISION

CITY OF EAST PROVIDENCE, RHODE ISLAND

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

1.0 RECEIPT AND OPENING OF BIDS:

Sealed bids 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 Advertisement for Bids. Bids will then be publicly opened and read aloud in Room 306, third floor, City Hall, directly thereafter. No bid received after that time will be considered. Mark outside bid envelope with bid item, time and date of bid opening.

Bids brought directly to the bid opening room without following the above procedure, will be rejected.

2.0 FORM OF BID:

Bids must be submitted on and in accordance with the bid forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the bid form 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. Bids, which are not complete, or contain erasures or alterations not initiated by the signer, may be rejected.

3.0 SUBMISSION OF BIDS:

3.1 Envelopes containing bids must be sealed and addressed to the office of the City Manager, Room 102, City Hall, 145 Taunton Avenue, East Providence, R.I. 02914, and must be marked with the name and address of the bidder, date and time of bid opening, and name of item in bid call.

3.2 The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

3.3 Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted. Additionally, FAXED bids will not be accepted.

- 3.4 No bid may be withdrawn for a period of ninety (90) calendar days from the date and time of bid opening.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.
- 3.5 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.
- 3.6 Bids received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person of the City for the premature opening of a proposal not properly addressed and identified as a bid.

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. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

- 4.1 No Addenda will be issued 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 QUALIFICATIONS OF BIDDER

The City 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 City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

6.0 BID SECURITY

Only when a Bid Security is required in the "Invitation to Bid" cover sheet, each bid must be accompanied by a Certified or Bank Cashier's Check of the bidder, or a Bid Bond duly executed by the bidder as principal or having as security therein a surety company approved by the City, in the amount of Five Percent (5%) of the total amount bid. Said bid security (i.e. a Certified or a Bank Cashier's Check) will be returned to all except the three lowest bidders within a reasonable time after opening of bids. The latter's bid security will be returned after the City and the accepted bidder have executed the contract.

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.

7.0 FORFEIT OF BID SECURITY

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received the Notice of Award, excluding Saturdays, Sundays, and legal holidays, shall forfeit to the City of East Providence as liquidated damages for such failure or refusal, the security deposited with his bid. The bidder's forfeiture of security shall be a waiver of all rights as a bidder under this contract and shall relieve the City of all responsibility to said bidder.

8.0 CONTRACT SECURITY

Only when a Contract Security is required in the Invitation to Bid 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 licensed to bond in the State of Rhode Island, 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.

9.0 BID PRICES

Bidders shall state the proposed price/s 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 in figures, the price written in words shall govern.

10.0 TERMS

Cash Discounts offered will be considered in determining awards. However, discounts for a period less than twenty (20) days will not be considered. The discount period shall be computed from date of delivery or from date the correct invoice is received by the City Controller, whichever date is later. The date of delivery shall be construed to mean the date on which the bid item is determined to meet the specifications and is therefore acceptable.

11.0 RHODE ISLAND TAX

The City of East Providence is exempt from the Rhode Island Sales or Use Tax under the 1956 General Laws of the State of Rhode Island, Section 44-18-30, Para. 1, as amended.

12.0 "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.

13.0 AWARD AND CONTRACT

13.1 Unless otherwise specified, the City reserves the right to make award by item, or items, or by total, as may be in the best interest of the City.

13.2 A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder followed by a City Purchase Order, shall be deemed to result in a binding contract without further action by either party.

13.3 It is the intent of the City to award a contract to the lowest responsive, responsible bidder in accordance with City Ordinances, Article V. Purchasing, Sec. 2-243, and provided that the bid has been submitted in accordance with the requirements of the Bidding Documents, is judged to be reasonable, and does not exceed the funds available.

14.0 CONSIDERATION OF BIDS
REJECTION OF BIDS

14.1 The City reserves the right to reject the bid of any bidder 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.

14.2 The City reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required Bid Security or data required by the Bidding Documents or a bid in any way incomplete or irregular, and to waive any informality in the bids received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the City.

14.3 The City shall have the right to waive any informality or irregularity in any bid received.

14.4 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 bid 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.

15.0 DELIVERY

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.

16.0 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.

16.1 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

17.0 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 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) Contractors Comprehensive General Liability and Property Damage Insurance INCLUDING Owner's Protective: The contractor shall carry the above insurance for a minimum limit of not less than \$1,000,000.00 for all damages arising out of injury to or death of one person and subject to that limit for each person, a total limit of not less than \$1,000,000.00 for all damages arising out of injury to, or death of two or more persons in any one occurrence and Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of injury to or destruction of property (including loss of use) in any occurrence and subject to that limit per occurrence total limit of \$1,000,000.00 all damages arising out of injury to or destruction of property during the policy period.

(d) Contractor's Liability Insurance: Shall also include all major divisions of coverage and be on a comprehensive general liability basis including:

Premises - Operations
Independent Contractor's protective
Products and completed operations

Blanket Contractual
Owned, non-owned and hired motor vehicles
Broad form coverage for property damage (including explosion, collapse and underground).

- (e) Comprehensive Automobile Liability and Property Damage Insurance: The Contractor shall carry the above insurance covering all owned, hired or non-owned vehicles in the amount of \$300,000.00 for all damages arising out of bodily injuries to death of one person and subject to that limit for each person, a total of \$500,000.00 for all damages arising out of bodily injuries to or death of two or more persons in any one accident and Property Damage coverage in the amount of \$300,000.00 for all damages arising out of injury to or destruction of property.

18.0 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.