

TOWN OF SCITUATE, RHODE ISLAND

INVITATION TO BID

PROJECT: Mowing at Lawton Farm

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith, and made a part of this invitation will be received in the Office of the Town Clerk addressed to:

Town of Scituate, Conservation Commission

Mowing at Lawton Farm Bid

195 Danielson Pike, Scituate, RI 02857

until **Wednesday, March 4, 2020 at 9:00 am (EST)**. The bid proposals will be opened and read aloud at the Bid Opening on March 4, 2020, at 9:15 a.m. Individuals requesting interpreter services for the hearing impaired should call the Town Clerk at 647-2822, 72 hours in advance of the bid opening.

Any bid proposal received after said date and time, whether hand delivered, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid. All bids must be placed in a sealed envelope that is plainly marked

“BID PROPOSAL FOR: Mowing at Lawton Farm”.

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the Town Clerk at 401-647-2822.

The Scituate Conservation Commission shall review the bid results and select a successful bidder at their meeting on: March 10, 2020.

THE TOWN OF SCITUATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS OR ANY PARTS THEREOF; TO WAIVE INFORMALITIES AND TECHNICALITIES; AND, TO ACCEPT THAT BID WHICH THE TOWN AND THE SCITUATE CONSERVATION COMMISSION DEEM TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.

SCOPE OF WORK AND PROJECT SPECIFICATIONS

Mowing at Lawton Farm

The Scituate Conservation Commission (CC) requests proposals and pricing for mowing a 7.5 acre field (#2 on attached Forest Stand map) at Lawton Farm (see Parcel Locus Map attached), part of a 54-acre plot owned by the Scituate Land Trust which, together with the Scituate Conservation Commission, is dedicated to protecting its conservation values and balancing those values with public access for passive recreational uses.

This former hay field has not been mowed for two or three years and requires special (brush hog) equipment to cut the brushy cover. Successful bidder must indicate type of equipment to be used and ability to complete the mowing by April 15, 2020, weather permitting.

Site visits for prospective bidders can be arranged and are highly recommended.

Refer questions to:
Rob Bower, Chair
Scituate Land Trust
21 Set N Sun Drive
Hope, RI 02831
Email: RobBower@aol.com
Cell: 401-451-2452

TOWN OF SCITUATE, RHODE ISLAND

BID CONDITIONS AND CONTENT

1. Bids shall be signed by a duly authorized agent or official of the contractor / vendor who has legal authority to bind the company, and must clearly identify the scope of services and proposed time frame for completion. Incomplete bid forms may be cause for disqualification of the bid.
2. Bids that are renumbered or resequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
3. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:

**NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS "BID DOCUMENTS FOR MOWING AT LAWTON FARM"
DATE OF THE BID**

4. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
5. Within a reasonable time after the bid opening, the TOWN OF SCITUATE, RHODE ISLAND, (herein after referred to as the TOWN) shall act on the award of a contract for the project.
6. The TOWN reserves the right to withdraw this request at any time based on available funding.
7. The TOWN shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
8. **THE TOWN RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE TOWN COUNCIL DEEMS TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**

9. Proposals submitted in unmarked envelopes, which are opened by the TOWN in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.
10. Bid prices shall not include any sales, excise or other taxes for which the TOWN is not liable. All bidders shall honor their properly submitted bid for a period of sixty (60) days subsequent to date of bid opening, without escalation.
11. Tax Compliance – Successful bidder shall be required to submit a current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.
12. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the TOWN that the COMPANY has the ability to complete the work.
13. Insurance – Successful bidder shall be required to provide valid certificate of General Liability, auto, umbrella and (if required) workers compensation insurance in conformance with the attached sample, naming the TOWN OF SCITUATE, RHODE ISLAND as additional insured.
14. SURETY BOND REQUIRED: YES: NO:
If required, the COMPANY shall, to secure the faithful intent of this bid, furnish to the TOWN surety, in the amount of five per cent (5%) of the total dollar bid in the form of a Bid Surety Bond or a Certified Check made payable to the "TOWN OF SCITUATE". If a Bid Bond is submitted, it shall be issued by a company authorized to issue such surety bond in the State of Rhode Island and acceptable to the TOWN.
15. PERFORMANCE BOND REQUIRED: YES: NO:
The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the CONTRACT, which bond shall be issued by a reputable bonding company authorized to do such business in the State of Rhode Island and acceptable to the TOWN. Said bond shall be in the form satisfactory to and approved by the TOWN. The performance bond shall be delivered to the Town prior to the commencement of work. The bond shall include the appeal requirements of these PROJECT SPECIFICATIONS.
16. The COMPANY must bid the project as outlined in the CONTRACT and PROJECT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the PROJECT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.

17. The following items shall also be included with the bid:

- Personnel Roster
- Client list for past five (5) years including current projects
- Statement of Qualifications
- Name and resume of project manager
- Non-Collusive Bid Statement

18. The COMPANY must bid the project as outlined in the CONTRACT and PROJECT. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.

19. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

20. **COMPLETION DATE AND TIME SCHEDULE**

A. Awarding of Contract

Within a reasonable time after the opening of the bids, the TOWN shall award a contract for the project. **The Town reserves the right to reject any and all bids as previously stated.**

B. Signing the Contract

Within thirty (30) days after the receipt of notice of acceptance by the TOWN of its proposal, the COMPANY shall execute with the TOWN a CONTRACT upon the basis of these specifications.

The COMPANY shall commence work within thirty (30) days of the signing of this CONTRACT.

TOWN OF SCITUATE, RHODE ISLAND

BID FORM

Project: Mowing at Lawton Farm

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **PROJECT SPECIFICATIONS** enclosed with the **INVITATION TO BID** on the subject project.
2. IF REQUIRED, that should this bid be accepted in writing by the **TOWN**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **PROJECT SPECIFICATIONS**.
3. That all items, documents, statements and other information as required by the **PROJECT SPECIFICATIONS** have been submitted herein.
4. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **TOWN** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **PROJECT SPECIFICATIONS**.
5. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **PROJECT SPECIFICATIONS** in the total amount of:

BID AMOUNT:

(Total Dollar Amount): _____

(Written Bid): _____

Description of mowing equipment to be used:

Company

By: Name and Title

Signature

Business address

Telephone Number

TOWN OF SCITUATE, RHODE ISLAND

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the opening of the bid.

Signature

Printed Name

Title

Company

Date

COMPENSATION AND TERMS

In consideration of the performance of the services described herein, the Company shall furnish monthly detailed invoices for payment requests based on, and reflecting costs of, the work performed in the preceding month. The Town will retain ten percent (10%) of the amount of each payment. The work is to be completed in accordance with the timetable of operations established by the Town and Company. All work shall be completed to the satisfaction of the Town. The Town will review each monthly invoice and within twenty (20) business days of receipt approve it for payment. The Town shall withhold 10 percent (10%) of the amount of each monthly invoice until such time as all work, review, corrections and hearing through final appeal have been completed to the satisfaction of the Town and all records have been completed and delivered to the Town. Final payment, including retainer, will be made upon acceptance by the Town of all completed work.

DEFAULT OR BREACH OF CONTRACT

All disputes to this contract must be handled in the State of Rhode Island under Rhode Island law.

Each of the following events shall constitute a default or breach of this agreement:

If the Company, or any successor or assignee of the Company, while in possession, shall file a petition in bankruptcy or insolvency, or for re-organization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of creditors;

If involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against the Company or if a receiver or trustee shall be appointed of all or substantially all of the property of the Company, and such proceedings shall not be dismissed or the receivership or trusteeship vacated within thirty (30) days after the institution or appointment;

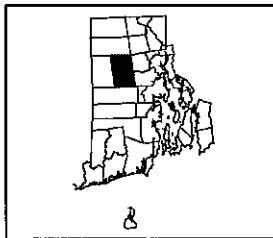
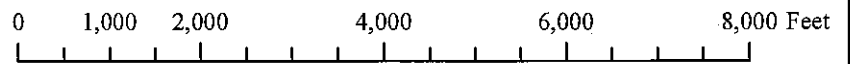
If the Company shall fail to perform or comply with any of the conditions of this agreement and if the nonperformance shall continue for a period of thirty (30) days after the notice thereof by the Town to the Company, or if the performance cannot be reasonably had within the thirty (30) day period, the Company shall not in good faith have commenced performance within the thirty (30) day period and shall not diligently proceed to completion of performance.

Parcel Locus Map



Legend

 Property



Project: Lawton Farm

Town: Scituate

County: Providence

State: Rhode Island

Date: 8/28/19

Prepared for: Land Management Services

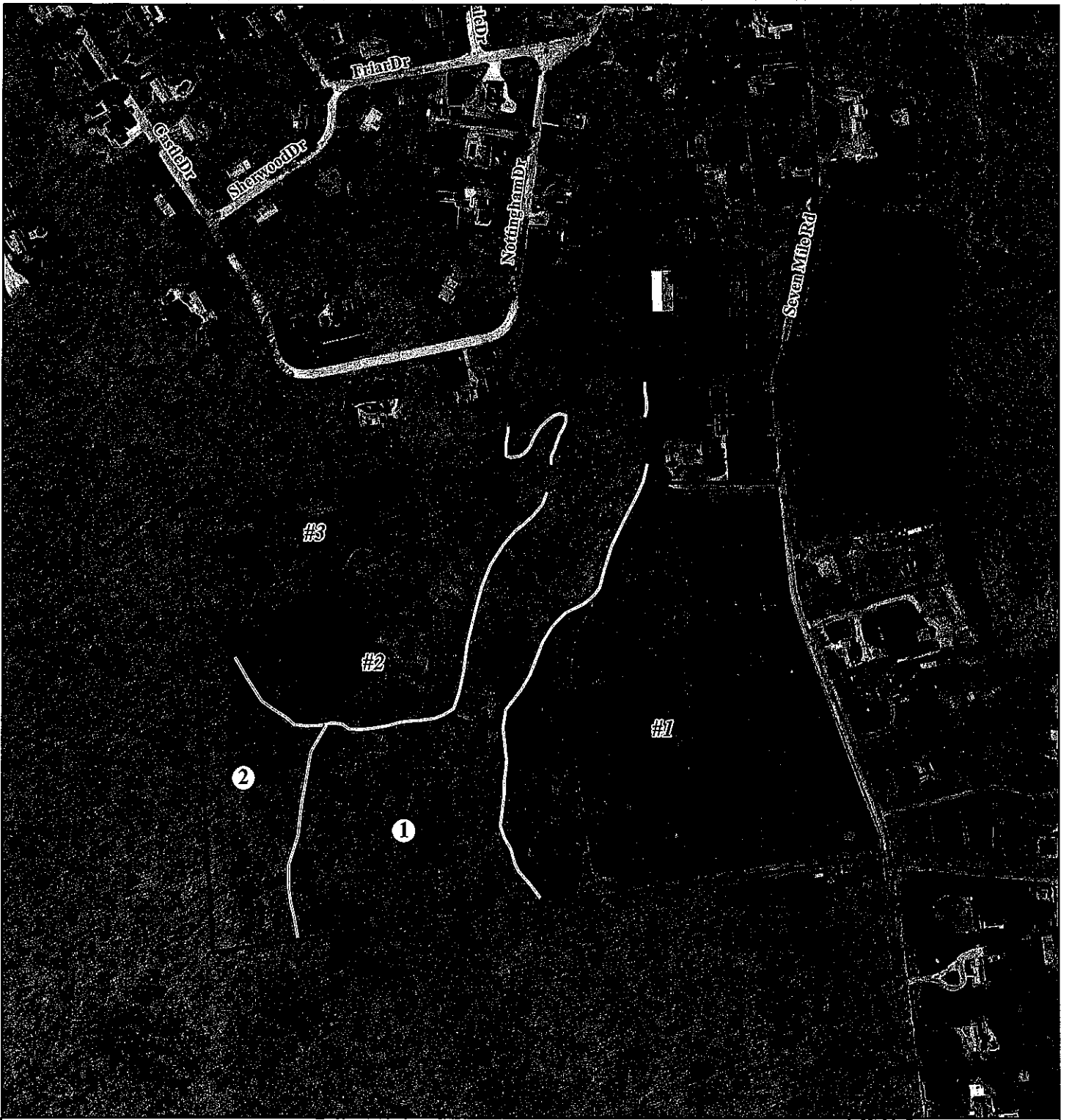
with assistance from:

Natural Resource Services, Inc.






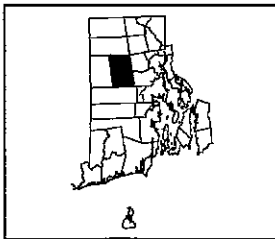
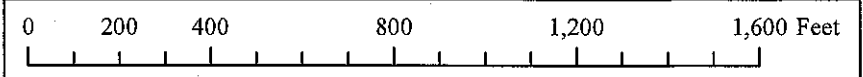
Figure 1

Forest Stand Map



Legend

-  Property
-  Stand Boundary
-  Stand Number



Project: Lawton Farm
Town: Scituate
County: Providence
State: Rhode Island
Date: 8/28/19
Prepared for: Land Management Services
with assistance from:
Natural Resource Services, Inc.

Figure 7