

**TOWN OF SCITUATE
195 DANIELSON PIKE
P.O. BOX 328
N. SCITUATE, RI 02857**

Addendum #1
June 4, 2019

**COMPLETION OF CONSTRUCTION FOR NEW POLICE STATION
1315 CHOPMIST HILL ROAD, SCITUATE, RHODE ISLAND**

Notice to Bidders:

1. Bid Due Date has changed:
To: June 18, 2019 @ 3:00 PM

Interested parties should monitor the document holding services, on a regular basis, for any additional information that may be posted.

End of Addendum #1

**TOWN OF SCITUATE
195 DANIELSON PIKE
P.O. BOX 328
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INVITATION TO BID

The Town of Scituate is currently accepting bids for:
**COMPLETION OF CONSTRUCTION FOR NEW POLICE STATION
1315 CHOPMIST HILL ROAD, SCITUATE, RHODE ISLAND**

Sealed bids will be received in the Office of the Town Clerk, Town of Scituate, Scituate Town Hall, 195 Danielson Pike, Scituate, Rhode Island, until ~~5 pm. on Friday, May 29, 2019~~ at which time they will be publicly opened and read aloud in the Town Council Chambers, Town Hall, 195 Danielson Pike, Scituate, Rhode Island.

Bids must be sealed and plainly marked on the outside of the envelope what is being bid upon.

The Purchasing Board reserves the right to reject any and all bids, to waive any informalities in the bids received and to accept the bid deemed most favorable to the interest of the Town.

A Mandatory pre-bid meeting at the Scituate Police Station site, 1315 Chopmist Hill Road, Scituate, Rhode Island, May 20, 2019 starting promptly at 4.00 pm. local time.
Contract documents will be available at this time.

INFORMATION FOR BIDDERS

1. Receipt and Opening of Proposals:

Sealed proposals (bids) will be accepted in the office of the Town Clerk, Scituate Town Hall, 195 Danielson Pike, Scituate, Rhode Island until the time indicated in the Invitation for Bids, for the materials designated in the Bid Package and will then be publicly opened and read. No bids received thereafter will be considered.

2. Form of Bid:

Proposals must be submitted on and in accordance with the bid proposal form included hereto, blank places must be filled in as noted, no change shall be made in the phraseology 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. Proposals which are not complete, or contain any omissions, erasures, alterations, addition or contain irregularities of any kind, may be rejected as informal.

3. Submission of Bids:

- A. Envelopes containing bids must be sealed and addressed to the office of the Town Clerk, and must be marked with the name and address of bidder, date and hour of bid opening, and name of bid item.
- B. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.
- C. No bid may be withdrawn for a period of ninety (90) days from the date and time of opening.
- D. 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.
- E. Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.
- F. **Seven (7) copies of all documentation submitted and an electronic copy submitted in PDF Format on either USB flash drive.**

4. Acceptance or Rejection of Bid Proposal:

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable to the best interest of the Town.

5. Qualifications of Bidder:

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

6. Commencement and Term of Contract :

The successful bidder shall commence the work 10 work days after execution of construction contract. Work must be completed by November 15, 2019.

7. Bid Prices:

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

8. Indemnification:

The Contractor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

9. Insurance:

The Contractor shall carry the insurance at his own expense:

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

If any part of the contract 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 their subcontract operations and should the contractor's policy not cover each and every

subcontractor, certificates of insurance acceptable to the Town covering each and every subcontractor shall be filed with said Town prior to the commencement of subcontract operations.

(b) Workers' Compensation Insurance: The Contractor shall obtain workers, compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by State of Rhode Island Statutes. The Contractor shall maintain worker's compensation insurance coverage for the duration of the contract.

In the event the Contractor's worker' compensation insurance coverage expires during the term of the contract, the Contractor shall renew said insurance, either as a carrier-insured employer or a self-insured employer, before its expiration, and the Contractor shall provide the Town with further certification of workers, compensation insurance as renewals of said insurance occur.

(c) Comprehensive General Liability and Property Damage Insurance including Contractual Liability: The Contractor shall maintain general liability and property damage insurance that protects the Contractor and the Town and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under the contract.

- (1) Bodily injury including accidental death-each person \$1,000,000.
- (2) Bodily injury including accidental death-each occurrence \$2,000,000.
- (3) Property Damage - each occurrence \$500,000.
- (4) Property Damage - aggregate during six (6) month period \$1,000,000.
- (5) Comprehensive Contractor's Protective Liability, coverage as above in paragraphs (1 - 5) above.
- (6) Contractor maintain during the extent of this agreement, Builders Risk Insurance with extended coverage in an amount not less than the full insurable value of work. Any loss payments will be made payable to the Town of North Providence and the Contractor.
- (7) Operations - premises Liability
- (8) Independent Contractor's/Town's Protective Liability
- (9) Completed Operations and products Liability
- (10) Contractual Liability

(d) Comprehensive Automobile Liability: covering all vehicles used by the Contractor in the course of the work including owned, non-owned and hired.

- (1) Bodily injury including accidental death each person \$1,000,000.
- (2) Bodily injury including accidental death-each occurrence \$1,000,000.
- (3) Property Damage - each occurrence \$1,000,000.

10. Wages and Labor:

The Contractor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment).

11. Safety and Health Regulations:

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

12. Foreign Corporations:

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.

13. Affirmative Action Policy:

All bidders are required to submit an Affirmative Action Plan with bid documents.

By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the the Town exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this project, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an "Affirmative Action Policy Statement."

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written "Affirmative Action Plan" prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
- b. Vendors further agree, where applicable, to complete the "Contract Compliance Report" (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the "Certificate of Compliance" (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a "Monthly Utilization Report" (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

14. MBE/WBE :

In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled

by persons with disabilities (Disability Business Enterprises a/k/a "DisBE")(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of RI State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, "Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects". As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit ISBE participation rate on the enclosed form entitled "MBE, WBE and/or DisBE Plan Form", which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor's Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

15. Qualifications:

Contractor shall be in the full time business engaged in the construction of project of the same scale and complexity of the Scituate Police Station project. Contractor must have ten years' experience in large construction projects, a major emphasis in public safety building facilities. The project manager for this project must have extensive experience in this field. The qualifications and experience of the project manager must be stated in the bid. Contractor qualification statement AIA Form 305.

All bidders shall familiarize themselves with all materials requested.

Bidder further agrees that after notification that the bid has been accepted shall be organized to commence work upon bid award.

The Bidder will identify business entity as individual, or if doing business under an assumed name, indicate assumed name, partnership (naming partners) and indicate official capacity of person executing proposal and bid.

CONTRACTOR shall have previous or current contracts with Municipal or Government Agencies and shall provide this information herein.

Contractor must have under construction or completed at least one Police Station or Police Station/Fire Station Complex. Contractor to provide name and address of station and contact person responsible for The over-seeing of the project for the city or town.

16. Bid Evaluation:

This is an evaluated bid. The Town will evaluate and or interview the bidders through Interview Committee which will be comprised of Town officials and responsible individuals appointed by the Town administration. The Interview Committee will report its findings to the Scituate Purchasing Board.

After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

Bids shall be evaluated on the following criteria using a weighted scale, values stated below:

Previous Performance	20%
Bid Amount	40%
Credentials/Qualifications	20%
Ability to perform described services/work	20%
ISBE Participation bonus points	6%

17. Bid Award:

The Town may elect to award the entire bid or only a portion of the bid.

18. Information to Bidder:

It is understood that the Town reserves the right to award the bid by item or alternate item, and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal or parts thereof, which it deems to be most favorable to the best interest of the Town.

The Purchasing Board reserves the right to reject any and all bids, to waive any informalities in the bids received and to accept the bid deemed most favorable to the interest of the Town.

19. Performance Bond:

Contractor must provide at time of bid award a performance and payment bond for 100% of total of base bid amount by a company acceptable by the Town of Scituate and authorized by the State of Rhode Island to provide said bond.

20. Bid Bond:

Vendors responding to this bid must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island. Bidders must furnish, with their bid proposals, an attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful vendor who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the Town Purchasing Agent, the full amount of the bid surety as liquidated damages. The Town will retain the bid surety of all vendors until the earliest of: (I) the issuance of the Purchase Order, (II) the 61st day following the proposal submission deadline or (III) the rejection of all proposals.