

TOWN OF SCITUATE, RHODE ISLAND

INVITATION TO BID

PROJECT: MODIFICATIONS TO CHOPMIST HILL TANKER 61

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 – Modifications to Chopmist Hill Tanker 61
195 Danielson Pike, North Scituate, RI 02857**

until **Friday, February 28, 2020 at 2:00 p.m. (EST)**. The bid proposals will be opened and read aloud at the Bid Opening on the same date, at 2:05 p.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: Modifications to Chopmist Hill Tanker 61”**.

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 Fire Chief shall submit a list of bid results and recommend a successful bidder to the Town Council at their meeting on: March 12, 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 CHOPMIST HILL VOLUNTEER FIRE DEPARTMENT DEEM TO BE IN THE BEST INTEREST OF THE TOWN, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.

SCOPE OF WORK AND PROJECT BID SPECIFICATIONS

Town of Scituate

Request for Proposals

Modifications to 2004 Spartan/Crimson Fire Apparatus

SCOPE OF WORK TO BE PERFORMED:

- Remove the existing drop-down folding tank and bracket from curbside catwalk of the hose body.
- Fabricate new drop-down rack to hold the existing 14- foot roof ladder and the existing 24 ft 2 section extension ladder, and mount to curbside catwalk.
- Fire Department option – Include pricing for accommodations of a 28 ft 2 section extension ladder instead of the existing 24 ft ladder.
- The rack shall have safety latches at each end.
- The ladders shall be positioned in the rack and secured during movement of the rack.
- Remove the existing storage tunnel with the hose bed above it in the hose bed on the curb side
- Fabricate a new storage tunnel for (2) lengths of existing suction hose (15 feet in length) currently stored high on the left side. This inside storage space shall also contain (2) pike pole tubes and a sleeve for the folding attic ladder.
- Reinstall a customer supplied aluminum hose bed divider currently removed from the hose bed.
- Remove the existing hard suction brackets/trays on from the street side of the body.
- Check all partitions currently installed in the hose bed for missing hardware.

Any company representatives with questions or having interest in viewing the apparatus may make an appointment with the fire chief via email at chvfdchief@gmail.com

The address of the station where the apparatus is housed is: 1362 Chopmist Hill Road, North Scituate, RI 02857.

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:
MODIFICATIONS TO CHOPMIST HILL TANKER 61"
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 bid 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. 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. The Successful Bidder shall furnish to the TOWN a Performance Surety Bond in the amount of the bid price, 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.
16. The COMPANY must bid the project as outlined in the bid specifications. If the COMPANY proposes to perform any optional work or to substitute any part of the bid 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. 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 bid. 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 bid specifications (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 throughout, including without limitation those laws pertaining to the payment of prevailing wages pursuant to R.I.G.L. § 37-13-1 et seq., and they will be deemed to be included in the bid award the same as though herein written out in full.
20. 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: MODIFICATIONS TO CHOPMIST HILL TANKER 61

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 bid specifications enclosed with the **INVITATION TO BID** on the subject project.
2. 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 bid specifications.
3. That the bid is accompanied by surety in the amount of five percent (5%) of the dollar bid in the form and amount as indicated below:

_____ BID BOND AMOUNT \$ _____
_____ CERTIFIED CHECK AMOUNT \$ _____

Note: 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**. If a certified check is submitted, it shall be made payable to the "Town of Scituate".

4. That all items, documents, statements and other information as required by the bid specifications have been submitted herein.
5. 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 bid to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the bid specifications.
7. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid bid specifications in the total amount of:

OPTION 1: MODIFICATIONS TO TANKER 61 WITHOUT 28'
EXTENSION LADDER ACCOMMODATIONS

(Total Dollar Amount) _____

(Written Bid) _____

OPTION 2: MODIFICATIONS TO TANKER 61 WITH 28' EXTENSION
LADDER ACCOMMODATIONS

(Total Dollar Amount) _____

(Written Bid) _____

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

Final payment will be made within 60 days 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.