

TOWN OF SCITUATE, RHODE ISLAND

INVITATION TO BID

PROJECT: POLICE STATION HVAC

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
Police Station HVAC Bid
195 Danielson Pike
North Scituate, RI 02857

until **Friday, March 27, 2020 at 1:00 p.m. (EST)**. The bid proposals will be opened and read aloud at the Bid Opening on March 27, 2020 at 1:15 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: POLICE STATION HVAC”**.

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 Town will post a list of bid results and will award a bid, if any, in due course.

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 POLICE STATION BUILDING COMMITTEE 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

HVAC Scope of Work

The following is a scope of work for the HVAC design for the Scituate Police Station Energy Recovery Ventilation System. The scope of work is based on plans M-0, M-1, M-2, M-3, M-4 and M 5 dated 3/12/2020 designed by Engineering Design Systems, Inc.

Scope of Work based on the above mentioned plans:

- Supply and install all new duct work as shown. New duct work is black lined and existing duct work is gray lined on plan M 1. To include all volume dampers.
- Supply and install all registers and grilles for the new system only. Include all intake and exhaust louvers.
- Supply and install all new exhaust fans. EF-1 thru EF-5.
- Supply and install all new equipment as shown on plan M 3. The equipment is as follows:
 - ERV-1 and EVR-2
 - DH-1, DH-2, DH-3 DH-4
 - EF-1 thru EF-5
 - VEHICAL EXHAUST MONITORING SYSTEM
 - HOT GAS BYPASS KITS
 - AC-1 AND AC-2
- Remove duct work as shown.
- Power wiring by GC.
- Low voltage wiring by GC. Termination to equipment by HVAC contractor.
- Cutting of all exterior openings by GC.
- Framing, siding and insulation of exterior openings by GC.
- Access panels supplied and installed by GC
- Cutting, patching and painting of all ceiling penetrations by GC.
- Additional attic access with cat walk construction by GC.
- All roof penetrations by GC.
- Cutting of all steel in the cell area by GC.

Alternate 1 – Provide a labor and material cost to remove 80 ceiling fire dampers and install 80 ceiling radiation dampers. Assume 12” x 12” GREENHECK MODEL CRD-60 to be installed.

Alternate 2 – Provide a labor and material cost to install 40 supply and 40 return ceiling diffusers for the existing duct work system. Refer to the schedule on M 3 for type and size.

This project is a prevailing wage project

EXHIBITS:

MO	General Notes
M1	Mechanical Floorplan
M2	Mechanical Details
M3	Mechanical Schedules & Details
M4	Specifications
M5	Specifications

**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: POLICE STATION HVAC"
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: X
 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: X 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. 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, including without limitation those laws pertaining to the payment of prevailing wages pursuant to R.I.G.L. § 37-13-1 et seq., shall apply 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: POLICE STATION HVAC

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. IF REQUIRED, 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 **PROJECT 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 **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **PROJECT SPECIFICATIONS**.

6. 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) _____

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.