

TOWN OF SCITUATE, RHODE ISLAND

INVITATION TO BID

PROJECT: CANVASSING REDISTRICTING AND REPRECINCTING CONSULTING SERVICES

BID NUMBER: SCIT034

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, Purchasing Agent
195 Danielson Pike
North Scituate, RI 02857

until **Thursday, February 10, 2022 at 1:00 p.m. (EST)**. The bid proposals will be opened and read aloud at an in-person on February 10, 2022 at 1:15p.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: _CANVASSING REDISTRICTING AND REPRECINCTING CONSULTING SERVICES**”.

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 Purchasing Agent, along with Clerk of the Board of Canvassers, shall submit a list of bid results along with recommendation of a successful bidder to the Town Council.

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 EMA DIRECTOR 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

The Town of Scituate, herein after referred to as “The Town”, located in the county of Providence, State of Rhode Island is seeking the services of an experienced and professional consulting firm to assist in the redrawing the precinct lines of the Town. The current precincts are designated by numbers 3001 through 3003.

The provided scope of services will encompass a wide array of tasks and shall be comprehensive in nature, including all necessary research documentation, mapping and analysis which will include but not limited to:

1. Utilize the latest mapping technology and the existing town boundaries to develop draft maps and walking descriptions for readjustment of the town precinct boundaries based upon data from the 2020 census.
2. Work directly with the Canvassing staff in development of final maps and legal descriptions for readjustment of the town boundaries ensuring that the new boundaries meet all municipal, state, and federal legal and constitutional requirements and are compatible with the Central Voter Registration System (CVRS)
3. Realign existing precinct boundaries in compliance with Rhode Island General Law Title 17, Chapter 11, §17-11-1, with a minimum of 500 and a maximum of substantially not more than 3,000 registered voters in each precinct, utilizing software that will tally the number of voters in each precinct.
4. Prepare initial draft reports and/or maps to be reviewed by the Canvassing Authority and staff.
5. Include attendance at a minimum of two public meetings to be held in the town (one in the daytime, one in the evening) to present proposed redistricting and reprecincting plans, and receive comment.
6. Upon approval of a final plan by the Town Council, consultant shall provide final street file index listing new voting precinct, congressional, senatorial and representative district assignments for all address ranges in the town’s registered voter files; to be submitted to the Department of State, Elections Division by the specified deadline (on or about April 15, 2022).
7. Provide a final map showing street level detail clearly depicting the features of all boundaries. Maps shall be of such a size capable of identifying physical features as boundaries.

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 re-sequenced 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 with three (3) complete copies.
4. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:
- 5.

NAME OF THE BIDDER
ADDRESS OF THE BIDDER
WORDS "BID DOCUMENTS FOR: CANVASSING REDISTRICTING AND
REPRECINCTING CONSULTING SERVICES"
DATE OF THE BID

6. 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.
7. 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.
8. The TOWN reserves the right to withdraw this request at any time based on available funding.
9. 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.
10. **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.**
11. 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.

11. 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.
12. 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.
13. 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.
14. Insurance – Before commencement of the contract services, the Contractor shall obtain and maintain throughout the term of this contract, the following insurance written by a company qualified to do business in the State of Rhode Island and satisfactory to the Town.

The Contractor agrees to defend, indemnify, protect, save and keep harmless the **Town of Scituate** from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project. Proof of insurance must be supplied to the Town of Scituate thirty (30) days prior to the beginning of the term of contract, and then on an annual basis throughout the remainder of the contract's terms. All insurers of the Contractor shall be notified that a copy of any notice of cancellation shall be sent to the Town of Scituate.

- a. **General Liability** The Contractor will maintain in full force at all times during this engagement General Liability (including products and completed operations) insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's General Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the **Town of Scituate** naming the **Town of Scituate** as an additional insured to the policy.
- b. **Auto** The Contractor will maintain in full force at all times during this engagement Auto Liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Contractor will provide evidence of its Auto Liability policy to the **Town of Scituate** naming the **Town of Scituate** as an additional insured to the policy.
- c. **Workers' Compensation** The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability coverage shall be provided at \$500,000/\$500,000/\$500,000. Contractor shall supply

evidence of the same to the **Town of Scituate**.

- d. **Professional Liability** The Contractor will maintain in full force at all times during this engagement Professional Liability insurance in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's Professional Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its Professional Liability policy to the **Town of Scituate**.

15. 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.

16. PERFORMANCE BOND REQUIRED: YES: ___ NO: X

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.

17. 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.

18. 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

19. 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.

20. 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.
21. **Prevailing Wage** – For all construction and public works projects, the successful bidder shall be required to furnish completed certificate guaranteeing payment of prevailing wage and indemnifying the Town of Scituate, Rhode Island from any loss whatsoever arising from failure to pay prevailing wage in conformance with the attached sample (if required).
22. **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 said CONTRACT.

TOWN OF SCITUATE, RHODE ISLAND

BID FORM

Project: CANVASSING REDISTRICTING AND REPRECINCTING CONSULTING SERVICES

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.
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** at the hourly rate below.

BID AMOUNT:

Respondent will provide a total amount to perform the requested services, in one lump sum figure.

Total *Not To Exceed* Dollar Amount \$ _____

Written *Not To Exceed* Dollar Amount _____

By: Name and Title _____

Signature _____

Business address _____

Telephone Number _____

E-mail Address _____

**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