

CITY OF NEWPORT, RHODE ISLAND  
PURCHASING DIVISION  
NOTICE TO BIDDERS

**SEALED PROPOSAL**  
**#13-072**

Sealed Proposals are being requested to provide **Solid Plastic Wardrobe Lockers** in accordance with all terms and specifications contained herein, will be received in the Purchasing Office, City Hall, 43 Broadway, Newport, R. I., until:

**Two (2) o'clock PM., Local Time**

**April 11, 2013**

THIS IS NOT A PUBLIC OPENING

If additional information is needed, please contact the Technical POC listed in the package.

Bids/Proposals must be submitted in sealed envelopes addressed to the Purchasing Office, City Hall, 43 Broadway, Newport, R. I. 02840, and must be plainly marked in the lower left hand corner, "**Solid Plastic Wardrobe Lockers # 13-072**". Please provide one (1) electronic copy on CD with your submittal.

Note: Bid Tabulations will be posted on the City of Newport website generally within twenty-four (24) hours of the closing date. The bid tabulation area is located at [www.cityofnewport.com](http://www.cityofnewport.com) under purchasing. The tabs are listed by bid number.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the bid) which must be received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the bid. The City will execute exemption certificates if furnished by the bidder when submitting his invoice.

The bidder will state the approximate delivery date in the bid, or the time required to make delivery after notification of award.

The right is reserved, as the interest of the City may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The City of Newport reserves the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the City.

**The technical point of contact for this package is Erik Reis at (401) 845-5810. Email to: [ereis@cityofnewport.com](mailto:ereis@cityofnewport.com).**

Note: All bidders are responsible for insuring that no **addenda** have been added to the original bid package. All bid packages and addenda are located at [www.cityofnewport.com](http://www.cityofnewport.com) under (Active Bids) within the Purchasing webpage using the above bid/proposal number or you can contact the Purchasing Department.

**Prevailing Wage** - Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

**Buy American Act** (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

### **GENERAL CONDITIONS (if applicable)**

1. The City reserves the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the City.
2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The City reserves the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
6. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the City.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the City of Newport all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the City under this contract if so requested by the City of Newport.
9. Unless otherwise stated, invoices are to be submitted (to Accounting Office) in duplicate upon delivery of service to the City. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City and receipt of invoice, whichever is later.
11. City is exempt from all sales and Federal excise taxes. Our exemption number is 05-6000260. Please bill less these taxes.

12. The City of Newport's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City may terminate the contract, for non-appropriation of funds, and all payment obligations of the City cease on the date of termination.
13. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the City reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
17. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
18. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
19. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
22. The Service Provider selected for this project shall procure and maintain the following types of insurance:
  - Statutory Workers Compensation and Employer's Liability Insurance

- Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
- Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate.

CITY OF NEWPORT, RHODE ISLAND  
Erin Mulligan, Purchasing Agent,  
(401) 845-5414

## **Technical Specifications**

**#13-072**

### **General**

The City of Newport is seeking bids for Solid Plastic Wardrobe Lockers, similar to Bradley LenoxLocker – Solid Plastic

### **Delivery Location**

Easton's Beach Rotunda  
175 Memorial Blvd.  
Newport, RI 02840

### **Scope of Work**

Provide and deliver assembled solid plastic wardrobe lockers with the following specifications:

- Number of Assembled Lockers Needed: 30 with Standard Door
- Number of Tiers: 3
- Number of Frames: 1
- Overall Width: 12"
- Overall Depth: 15"
- Overall Height: 72"
- Color: Beige
- Material: 30% Post Industrial Recycled HDPE Plastic
- Finish: Matte Texture
- Handle: HDPE Continuous Security Latch
- Lock: Accommodates Standard Padlock
- Provide all hardware for mounting units to one another and to wall.
- Other:
  - 2 –3" Base in 60" sections (provide installation hardware, screws, anchors, L-Brackets and mending plates)

\*Easton's Beach is looking to cluster the 30 lockers in two separate sections

\*\* Include all freight/shipping charges

Bid Sheet -#13-072

Date: \_\_\_\_\_

I/We \_\_\_\_\_ the undersigned do hereby propose to furnish the City of Newport, Rhode Island, **Solid Plastic Wardrobe Lockers**, in accordance with all terms and specifications contained herein:

**1. Lump sum cost, including delivery : \$\_\_\_\_\_**

_____ NAME OF FIRM	_____ SIGNATURE & TITLE
_____ ADDRESS, CITY, ZIP CODE	
_____ TELEPHONE NUMBER	_____ FAX NUMBER
_____ E-MAIL ADDRESS	

**NOTE:**

**On a separate attachment, or use the one provided, list the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment.**

Also, Please provide any literature you feel may be necessary.

All bidders are responsible for insuring that no **addendums** have been made to the original bid package.

All bid packages and addendums are located <http://www.purchasing.ri.gov/> or you can contact the Purchasing Department at [emulligan@cityofnewport.com](mailto:emulligan@cityofnewport.com).

Bid #13-072

List the Officers of your Corporation or Principals of your LLC. Award can not be done without the attachment.

\_\_\_\_\_  
Complete Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Officer/Position

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title/Officer/Position