



TOWN OF
NORTH KINGSTOWN, RHODE ISLAND

80 BOSTON NECK ROAD
NORTH KINGSTOWN, R.I. 02852-5762
PHONE: (401) 294-3331
FAX: (401) 294-2436

INVITATION FOR BIDS

ACCURACY TESTING AND CALIBRATION OF MUNICIPAL WELL PRODUCTION FLOW METERS AND ASSOCIATED TRANSMITTERS AND RECORDERS

Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Hall, 80 Boston Neck Road, North Kingstown, RI 02852, until 11:00 a. m. on **March 13, 2014 at 11 AM** and will then be publicly opened and read aloud.

NO BIDS WILL BE ACCEPTED AFTER THE 11:00 A. M. DEADLINE.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding," and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office.

A certificate of Insurance showing 1 million General Liability and 1 million Any Auto, with the Town being named as an additional insured, and Worker's Compensation, with a waiver of subrogation, will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 144

Kendra Stringer,
Purchasing Agent

SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.(2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Minimum 5 years experience with flow meter testing and calibration; - Bidder should submit proof of successful completion of similar work, accomplished within the last five years in bid package.

Bid price;

Meeting the bid/insurance requirements;

Submission of license/permit (if required);- Bidder is required to carry all licenses required by the RI Dept of Health Office of Drinking Water Quality and to submit copies of same with bid package

Quality of work previously performed by the company for the Town of North Kingstown, if any;

Services offered;

Early Payment Discount.

TOWN OF NORTH KINGSTOWN, RHODE ISLAND
INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 80 Boston Neck Road, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening. Bids will be received by the Purchasing Agent up to the specified time as noted on the Invitation to Bid, and publicly opened and read aloud at the specified time.

It is the bidder's responsibility to see that his bid is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

ARTICLE 2. PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

ARTICLE 3. TELEGRAPHIC MODIFICATION

Telephonic, telegraphic or oral bids, amendments or withdrawals will not be accepted.

ARTICLE 4. WITHDRAWAL OF BIDS

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications of his bid after such bid has been opened.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

The Town reserves the right to request each bidder to present evidence that he is normally engaged in purveying the type of product or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

At the time of opening of bids, each bidder will be presumed to have inspected the Specifications and Contract Documents (including all addenda) which has been sent to the address given by such bidder. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to his bid.

Any exceptions or deviations from the provisions contained in this Specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

ARTICLE 7. PRICES

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

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

ARTICLE 8. TAX EXEMPTIONS

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT

Contract period: ONE (1) CALENDAR YEAR from date set in the Notice to Proceed, with options for years two and three awarded, contingent upon satisfactory performance by the vendor. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 10. LABOR REGULATIONS

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926 and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

ARTICLE 11. INSURANCE

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed for the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the bid specifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;*

1. Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000.
2. Automobile Liability - \$1,000,000.

With both of the above naming the Town as additional insured.

3. Worker's Compensation (if legally allowed and available).
Waiver of subrogation applies to Worker's Compensation

The Vendor shall secure, pay for and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner.

ARTICLE 12. LAWS, ORDINANCES AND CODES

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

SCOPE OF WORK

TOWN OF NORTH KINGSTOWN
DEPARTMENT OF WATER SUPPLY
80 Boston Neck Road
North Kingstown, RI 02852
(401) 268-1520

Bid Specification for accuracy testing and calibration of municipal well production flow meters and associated transmitters and recorders.

SCOPE OF WORK

The scope of work includes accuracy testing for production meters associated with municipal well pumping stations and calibration of meters that are not within acceptable limits of accuracy (2%). Meters to be tested include the following:

- Station #1 – BIF, 12-inch Venturi
- Station #2 – BIF, 12-inch Venturi
- Well #3 – Neptune 4" HP Turbine
- Well #4 – BIF, 12-inch Venturi
- Well #5 – BIF, 12-inch Venturi
- Well #6 – BIF, 5-inch x 4.811-inch
- Well #7 – Neptune 4" HP Turbine
- Well #8 – Neptune 4" HP Turbine
- Well #9 – BIF, 12-inch
- Well #10 - Unknown
- Well #11 – Krohne, 8-inch Enviromag 4000

GENERAL CONDITIONS

The Contractor shall have previous experience in the testing and calibration of flow meters of the type and size specified and provide references if requested by the Owner. The Contractor shall only employ competent workmen skilled in the testing and calibration drinking water flow meters including experience with pitometer production meter testing.

The work specified shall include all labor, material, transportation, tools, supplies, equipment, appurtenances, and licenses required of the Contractor for the complete execution of this work. The Contractor shall include in the submitted bid price sufficient funds to cover all aspects of the project that are known or should have been known by any Contractor skilled and experienced in calibration of flow meters for municipal water supply wells.

The Contractor shall not enter or occupy with personnel, tools, equipment, vehicles, or material any property or grounds outside of those legally under the control of the Owner.

The Contractor shall protect all structures, pipelines, wires, equipment, etc. during the progress of the work. The Contractor shall remove from the site all debris and material, and restore the site to its original condition or to the satisfaction of the Owner.

The Contractor shall ensure that all discharges of water to the surface shall be properly treated so as to prevent damage, erosion, or pollution of wetlands, surface water bodies, or property. The Contractor shall comply, at their expense, with all federal, state, and local regulations and laws relating to the disposal and cleanup of any wastes generated as a result of this work.

SCHEDULING OF WORK

All work shall be scheduled through the Director of Water Supply. Within thirty (30) days of notice of award, the Contractor shall commence the work. All work, including final report submission, shall be completed within thirty (30) days of commencement of the work.

REPORT TO OWNER

The Contractor shall prepare a letter report detailing the procedure followed, and the results of the field measurements. Three copies of said report shall be submitted to the Owner along with copies of any field notes or supporting data. Additional testing at the meter transmitter and calibration shall be conducted for flow meters that are not within the acceptable limits of accuracy.

PAYMENT

Payment in full in the amount specified prior to the commencement of the work, shall be made to the Contractor only after completion of calibration. No payment shall be made for work beyond the limit of these specifications unless pre-authorized in writing by the Owner.

Minimum Hour(s) Per Call _____

3. Testing and calibration for:

Well #6 – BIF, 5-inch x 4.811-inch

Monday-Friday 7:00 a.m. –4:00 p.m. \$ _____

Minimum Hour(s) Per Call _____

Monday-Friday Overtime Hours \$ _____

Minimum Hour(s) Per Call _____

Saturday \$ _____

Minimum Hour(s) Per Call _____

Sunday & Holidays \$ _____

Minimum Hour(s) Per Call _____

4. Testing and calibration for:

Well #11 – Krohne, 8-inch Enviromag 4000

Well #10 – unknown

Monday-Friday 7:00 a.m. –4:00 p.m. \$ _____

Minimum Hour(s) Per Call _____

Monday-Friday Overtime Hours \$ _____

Minimum Hour(s) Per Call _____

Saturday \$ _____

Minimum Hour(s) Per Call _____

Sunday & Holidays \$ _____

Minimum Hour(s) Per Call _____

BIDDER'S SIGNATURE: _____

TERMS: _____

DISCOUNT FOR EARLY PAYMENT: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

(Please print name and title)

TEL: _____ DATE: _____

E-MAIL ADDRESS: _____

EXPERIENCE SHEET

The following experience sheet shall be completed by each Bidder. Any bid submitted without a fully completed experience sheet may be rejected by the Owner.

1. Have you ever failed to complete any work awarded to you? If so, state where and why:

2. List similar projects that your Firm has completed within the last 5 years:

| Class of Work | Contract Amount | When Completed | Name, Address, Telephone Engineer or Owner |
|---------------|--------------------|-------------------|---|
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VENDOR SIGNATURE: _____