

SECTION 00 11 16 – INVITATION TO BID

Notice is hereby given that, Pawtucket School Department, Pawtucket, Rhode Island hereinafter called the "OWNER" will receive sealed bids for "Ceiling Repair / Replacement at Various Schools, Pawtucket School Department", Pawtucket, Rhode Island.

Bidders are invited to submit separate sealed BIDS to the Owner per Instructions to Bidders and Supplementary Instructions to Bidders. Each bid must be delivered in a sealed envelope bearing on the outside the name of the Bidder, his address and the name of the project "Ceiling Repair / Replacement at Various Schools, Pawtucket School Department" for which the bid is submitted. The sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Pawtucket Central Purchasing Board, Purchasing Agent's Office, City Hall, Pawtucket, Rhode Island 02860, and will be received by said Board at its meeting to be held on August 6, 2013 at 4:00pm, local time and at that time, publicly opened in the City Council Chambers, 3rd Floor, City Hall. **Bids must be submitted in duplicate.**

Bids must be received in the Purchasing Division Office **NO LATER THAN 3:00 PM on the day of bid opening,** Bids received after 3:00 PM **WILL NOT BE CONSIDERED.**

The CONTRACT DOCUMENTS may be examined, during normal business hours, at the office of Edward Rowse Architects, Inc., 115 Cedar Street, Providence, Rhode Island on or after July 22, 2013. Contractors may request a CD containing the Contract Documents (drawings and specifications in "pdf" format for their use). Printing of the Contract Documents shall be at the contractor's expense.

A certified check or Bid Bond, payable to the Owner in the amount of Five Percent (5%) of the base bid amount, **MUST** be furnished by each bidder in accordance with the provisions included in the Instructions to Bidders. A signed Non-Collusion Affidavit is part of the Bid Form.

A Performance Bond of One Hundred Percent (100%) of the contract price and a Labor and Material Bond of One Hundred Percent (100%) of the contract price with a satisfactory surety company will be required of the successful Bidder.

The Owner reserves the right to reject any or all proposals, to waive any technicalities or informalities in the bidding and to accept the proposal deemed most favorable to their interest.

Bidder's attention is called to the provisions for equal employment opportunity, and payment of not less than the minimum salaries and wages as set forth in the Contract Documents which must be paid on this project.

PAWTUCKET PURCHASING BOARD
Mr. David Clemente
Purchasing Agent

SECTION 00 22 13 – SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements modify, change, delete from or add to "Instructions to Bidders", AIA Document A701, Fifth Edition, 1997. Where any Article is modified or any Paragraph or Subparagraph is modified or deleted, the unaltered provisions of that Article, Paragraph, of Subparagraph shall remain in effect.

ARTICLE 3 BIDDING DOCUMENTS

3.1.1 Delete in its entirety and substitute the following:

3.1.1 Bidders may review the bidding documents in person Monday thru Friday 9:00 AM until 4:00 PM from the office of Edward Rowse Architects, Inc., 115 Cedar Street, Providence, RI 02903. Contractors may request a CD containing the Contract Documents (drawings and specifications) in "pdf" format for their use. Printing of the Contract Documents shall be at the contractor's expense.

3.1.2 Delete in its entirety without substitution.

ARTICLE 6 POST-BID INFORMATION

6.2 Delete in its entirety without substitution.

Add the following section 6.3.1.4

6.3.1.4 SUBMITTALS: The names of persons or entities and dollar value of sub-contract work to be performed by Minority Business Enterprises in accordance with the State's requirement that ten percent (10%) of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under contract and obtain from an MBE, DBE, or WBE regular manufacturer. Awards of this type shall be submitted by the Bidder receiving the award.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1.1 through 7.1.3 Delete in its entirety, and substitute the following:

7.1.1 The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds must be secured through a surety company licensed to do business in the State of Rhode Island. Their costs shall be included in the Bid.

7.2.1 Delete in its entirety, and substitute the following:

7.2.1 The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract.

7.2.3 Delete in its entirety, and substitute the following:

7.2.3 The Bonds shall be dated before the date of the contract.

ARTICLE 9 SPECIAL PROJECT BID INFORMATION AND CONDITIONS**9.1 Field Observations and measurements**

9.1.1 Making field observations and taking all field measurements of all conditions affecting work of this contract.

9.1.1.1 Bidders shall survey all existing conditions and shall thoroughly familiarize himself with the work of this contract and the existing site conditions prior to submitting his bid. Contractor will be responsible for providing all materials and labor for installation when existing conditions or systems require modifications in locations which were available for inspection prior to bid or in locations which could reasonably have been inspected.

9.1.2 Bidders shall be responsible for field measurement. The dimensions shown on drawings are to be used as a guide and are not to be used for estimating or final measurements.

9.2 BIDDER'S REPRESENTATIONS

9.2.1 By the act of submitting a bid, the Bidder warrants that he has inspected the site, has familiarized himself with the actual conditions under which the Work is to be performed, has correlated the Bidder's personal observations with the requirements of the Contract Documents and has full knowledge of the work required.

9.2.2 The Bidder and all subcontractors he intends to use have carefully and thoroughly reviewed the Drawings, Specifications and other Construction Contract Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.

9.2.3 The Bidder and all workmen, employees and subcontractors he intends to use are skilled and experienced in the type of construction represented by the Construction Contract Documents bid upon.

9.2.4 Neither the Bidder nor any of his employees, agents, intended suppliers or subcontractors have relied upon any verbal representations, allegedly authorized or unauthorized from the Owner, his employees or agents including architects, engineers or consultants, in assembling the bid figure.

9.2.5 The bid figure is based solely upon the Construction Contract Documents and properly issued written Addenda and not upon any other written representation.

9.2.6 After award of Contract, no claim for additional compensation resulting from misunderstanding of the Contract Documents or resulting from errors in or conflicts within the Contract Documents will be entertained unless interpretations of the Contract Documents specifically relating to the portions thereof which appear to the bidder to be in question, error or conflict, are brought to the Owner's attention during the Bidding Period.

9.3 DUPLICATION OF ITEMS OF WORK

9.3.1 Where items of work have been duplicated in portions of the Drawings and Specifications, it will be assumed that the Bidder concerned have included the duplicated items in their bid, unless the Owner has been notified, in writing, prior to submittal of bids that duplication exists and the Owner issued instruction to establish limits of work and allocation of responsibility.

9.3.2 In the event that the Owner does not receive notification pertaining to duplication of items prior to bidding and such duplications do occur after submittal of bid, the Owner shall then assign the duplicated items of Work to one of the parties and the Owner shall then be entitled to full credit for the items of work from the other party.

9.3.3 In the event that materials or equipment have been specified with more than one standard of quality, it will be assumed that the Bidder concerned included the higher of quality standards in their bid, unless the Owner has been notified, in writing, prior to submittal of bids of quality duplication and Owner has issued instruction to establish quality of material.

9.4 ACCEPTANCE OF CONDITIONS

9.4.1 The submission of a Bid Proposal will be considered by the Owner as acceptance by the Bidder of all requirements and stipulations contained in the Drawings and Specifications, and the conditions at the jobsite.

9.5 SITE INSPECTION INFORMATION

9.5.1 The site is available for inspection from 8:00AM to 4:00PM, Monday through Friday. Contractor must set up a time for access into the buildings from Mr. Dennis Robelo, 401-729-6300.

9.6 ALTERNATE BID PRICES

9.6.1 Alternate Bid Prices shall contain all charges for overhead, profit, insurance, all taxes and allowances for waste and the sum given shall represent the job complete in place to the Owner. No further surcharges will be accepted.

9.7 BREAKOUT PRICES

9.7.1 Breakout Prices, as required in the Proposal Form shall indicate the complete cost, including overhead and profit, carried in the Base Bid for the item or items of work listed.

9.8 UNIT PRICES

9.8.1 Unit Prices, as required on the Proposal Form, if accepted in the award of this Contract, shall be used in establishing the adjustment of Contract Price for additions to or deductions from the work in accordance with the applicable section of the General Conditions. Unit Prices listed shall include all costs, profit and overhead and no further surcharges are to be added to any Unit Price item of work that may be ordered done regardless of the time that the work is done.

9.9 TIME OF COMPLETION AND LIQUIDATED DAMAGES

9.9.1 Bidder must agree to commence work within 10 days after issuance of a written "Notice to Proceed" with the Owner and to substantially complete the project within the time limit indicated on the proposal form.

9.9.2 If the Contractor fails to complete the work within the specified time the Contractor shall pay the Owner as liquidated damages, the sum of \$250 dollars per day for each day of delay.

9.10 CONDITIONS OF WORK

9.10.1 Each bidder must inform himself of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption with the work of any other Contractor.

9.11 LAWS AND REGULATIONS

9.11.1 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 construction 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.

9.12 SALES TAX

9.12.1 The Pawtucket School Department is exempt from payment of the Rhode Island Sales Tax under the 1956 General laws of the State of Rhode Island, 44-18-30 Paragraph I, as amended. The Pawtucket School Department 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.



CITY OF PAWTUCKET

CITY HALL
137 ROOSEVELT AVENUE
PAWTUCKET, RHODE ISLAND 02860

OFFICE OF THE PURCHASING DIVISION

DONALD R. GREBIEN
MAYOR

DAVID CLEMENTE
PURCHASING AGENT

SEALED BID REGULATIONS

Instructions To Bidders

BID TITLE: CEILING REPAIRS / REPLACEMENT AT VARIOUS SCHOOLS

A. SUBMISSION OF BIDS:

1. All bids must be submitted in sealed envelopes, plainly marked in the lower left-hand corner, with the date and time of opening, the title of work, service, material or equipment to which they relate endorsed thereon. The envelope will be addressed to: **Purchasing Board, Purchasing Agent's Office, 137 Roosevelt Avenue, Pawtucket, RI 02860**, and will be received by said **Board** at its meeting to be held on August 6, 2013 at 4:00 p.m., and at that time, publicly opened in the **City Council Chambers, 3rd Floor, City Hall**.
2. Bids **MUST** be received in the Purchasing Division Office **NO LATER THAN 3:00 P.M. on day of bid opening.** Bids received after **3:00 p.m. WILL NOT BE CONSIDERED.**
3. Bids received prior to the deadline will be securely kept, and unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.
4. If mailing your bid in envelope provided by United Parcel, Federal Express, etc., your sealed and properly marked bid **must be contained in the mailer.**
5. Bids must be prepared in conformity with, and shall be based upon and submitted to all requirements of the specifications together with all addenda thereto. Failure to comply with these requisites may result in the bid being misdirected, opened in error prior to official opening, and possible rejection of bid.
6. Bids may be withdrawn only on written request received prior to the opening thereof. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened. A performance bond **may** be required of the successful bidder. All performance bonds must be in the sum equal to one hundred percent (**100%**) of the accepted bid, unless otherwise noted in specifications contained herein.
7. Bidders must be prepared to show without a reasonable doubt that they have a suitable financial status to meet all obligations incident to the work, have adequate equipment to properly and expeditiously perform the contract, that they have appropriate technical experience and maintain a permanent, regular place of business.
8. Telephone, telegraph, or FAX bids **will not** be considered.
9. Bids signed by an **AGENT** must be accompanied by evidence of his authority.
10. **SAMPLES** of items, when required, must be submitted within the time specified, and at not expense to the City. If not destroyed by testing, they will be returned at bidder's request and expense, unless otherwise specified in the bid.

B. FORM OF BIDS:

1. Bids **must** be submitted **IN DUPLICATE**.
2. All prices indicated in the bid shall be made either in ink or by typewriter. Any erasures or changes must be initialed by the official submitting and signing the bid. Prices should be written in words and in figures. In the event of a discrepancy, the written price shall prevail. Bids determined to be made in collusion with any other bidder shall be disqualified from consideration for award.

C. AWARD OF BIDS:

1. It is the intent of the Purchasing Board to make an award in accordance with the specifications, and based on the lowest qualified bid price **OR** the lowest qualified / evaluated bid price, whichever is in the best interests of the City. The successful bidder will be notified at the earliest possible date by the Department requesting the bid solicitation.
2. The Purchasing Board reserves the right to reject the bid of any bidder who has previously not performed in a manner satisfactory to the City, or who has not completed on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to sub-contractors, material, men or employees.
3. The Purchasing Board further reserves the right to make an award on an item by item basis, or aggregately, **OR** to reject any and all bids if it is deemed in the best interests of the City.
4. The Purchasing Board, can, at its discretion, waive any technicality, irregularity or informality in bids or to reject any bid for failure to comply with any provisions herein listed.

D. DELIVERY:

All bids are to be **FOB various locations within the City of Pawtucket**. No extra charges for delivery, handling or other services will be honored. **Only inside delivery and set-up, if required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED.** Vendor must notify the receiving Department 24 hours prior to delivery. All claims for damage in transit shall be the responsibility of the successful bidder. The City will not make payment on damaged goods – they must be replaced or adjustments made to the satisfaction of the City.

E. HOLD HARMLESS:

The contractor shall be responsible for his work and every part thereof, and for all materials, tools, appliances, and property of every description used in connection therewith. The contractor agrees to indemnify and save harmless the City of Pawtucket, its employees and agents, against loss or expense by reason of the liability imposed by law upon the contractor, all sub-contractors, or owner for damage because of bodily injuries, including person or persons or on account of damage to property arising out of or in consequence of the performance of this work whether such injuries to persons or damage to property are due or claimed to be due to any negligence, including gross negligence, of a sub-contractor, the owner, the general contractor, his or their employees or agents, or any other person.

F. TAXES:

The City is **EXEMPT** from the payment of The Rhode Island **Sales Tax** under the 1956 General Laws of the State of Rhode Island, 44-18=30, Paragraph I, as amended, and further exempt from the payment of any **excise or federal transportation taxes**. The price bid must be exclusive of taxes, and will be so construed.

G. MISCELLANEOUS:

1. Arrangements to view opened bids may be made by calling Purchasing Department at **(401) 728-0500, Extension 271.**
2. Attention of all bidders is called to **Title 37, Chapter 13**, of the **General Laws of Rhode Island, 1956**, relative to the payment of **prevailing wages**, obligations, and charges by contractors on **public works projects.**
3. The City of Pawtucket encourages “**minority owned**” businesses to submit bids.
4. The City of Pawtucket complies with and adheres to the State of Rhode Island’s “uniform Purchasing code,” as contained in **RI General Laws, Chapter 55, Award of Municipal Contracts, Sections 45-55-1 through 45-55-16, including amendments, as added.**

REV. 4/00

END OF SECTION 00 22 13