CITY OF PAWTUCKET SCHOOL DEPARTMENT

REQUEST FOR PROPOSALS

13-093
School Department Mechanical and Life Safety Upgrades - Scope B

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1.0 - Bid/Solicitation Information

Schedule

Pre-Bid/Proposal Conference: ✕ No ☐ Yes

> ***There will be no pre-bid conference, but site visits are strongly recommended. All bidders should visit and familiarize themselves with the related facilities where they will be providing services, so that they may respond accurately to this RFP.***

Requests for Further Information:
March 3, 2014 at 10:00 AM

Requests for information or clarification must be made electronically to the attention of:
David Clemente - Purchasing Agent
E-mail: dclemente@pawtucketri.com

Please reference the RFP / LOI number on all correspondence. Answers to questions received, if any, will be posted on the internet as an addendum to this bid solicitation.

RFP Submission Deadline:
March 13, at 3:00 PM
Late submittals will not be considered.

Proposals must be mailed or hand-delivered in a sealed envelope **marked with the RFP/Bid # and Project Name** to:
Pawtucket City Hall - Purchasing Office
137 Roosevelt Avenue
Pawtucket, RI 02860

Bonds/Surety Required

Surety Bond: ☐ No ✕ Yes
Bidder is required to provide a bid surety in the form of a bid bond or certified check payable to the City of Pawtucket in an amount not less than five percent (5%) of the bid price.

Fidelity Bond: ✕ No ☐ Yes

Performance Bond: ☐ No ✕ Yes

The successful bidder will be required to furnish all insurance documentation as outlined in the attached Purchasing Rules & Regulations and General Terms & Conditions of Purchase.

Miscellaneous

The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all bids, and to act in its best interest including, but not limited to, directly negotiating with any vendor who submits a proposal in response to this RFP and to

award a contract based upon the results of those negotiations alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may, at its sole option, elect to require presentations(s) by bidders clearly in consideration for award.

2.0 - Instructions and Notifications to Bidders

- It is the vendor's responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.

- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder. The City of Pawtucket assumes no responsibility for these costs.

- A submittal may be withdrawn by written request to the Purchasing Agent by the proposer prior to the stated RFP deadline.

- Prior to the proposal deadline established for this RFP, changes may be made to a proposal already received by the City if that vendor makes a request to the Purchasing Agent, in writing, to do so. No changes to a proposal shall be made after the RFP deadline.

- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any vendor object to this condition, the vendor must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.

- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

- The vendor has full responsibility to ensure that the proposal arrives at the Purchasing Division Office prior to the deadline set out herein. The City assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the vendor, or may simply be declared non-responsive and not subject to evaluation, at the sole discretion of the Purchasing Agent. **For the purposes of this requirement, the official time and date shall be that of the time clock in the City of Pawtucket's Purchasing Office.**

- It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the bidder's proposal, and the subcontractor(s) proposed to be used are identified in the proposal.

- Bidders are advised that all materials submitted to the City of Pawtucket for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General

Laws, without exception, and may be released for inspection immediately upon request once an award has been made.

- Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the vendor's obligations to the City.

- The City reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The City also has the right to waive immaterial defects and minor irregularities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the City of Pawtucket upon delivery to the Purchasing Agent.

- There is no official, public opening of proposals. The City asks that companies refrain from requesting proposal information concerning other respondents until an intention to award is determined, as a measure to best protect the solicitation process, particularly in the event of a cancellation or re-solicitation. Proposal materials become public information <u>only after a contract is awarded.</u>

3.0 - Overview

The Owner (Pawtucket School Department) through its Owner's Representative (Strategic Building Solutions, LLC) and its Architect (SMMA Associates) are soliciting bids from General Contractors for the Pawtucket School Department Health & Safety Scope B Project.

The Bid Documents, consisting of the Project Manual along with the Plans and Specifications prepared by SMMA Associates comprises the bidding and construction documentation for this project. This Invitation to Bid provides an overview of the bidding process and logistics for this project.

4.0 - Scope of Work

The full scope of these upgrades is illustrated on the site plans and specifications. These documents are available for pick up at the City of Pawtucket's Purchasing Office located at Pawtucket City Hall, 137 Roosevelt Ave., Pawtucket, RI 02860 during the hours of 9 AM and 4 PM beginning on February 7, 2014.

PROJECT:	Pawtucket School Department Health & Safety Projects – Scope B Mechanical / Electrical Upgrades & Renovations
OWNER:	Pawtucket School Department 286 Main Street Pawtucket, RI 02860
OWNER'S REPRESENTATIVE:	Strategic Building Solutions, LLC 135 New Road Madison, CT 06443 Attention: Charlie Roberts croberts@go-sbs.com
ARCHITECT:	Symmes Maini & McKee Associates 1000 Massachusetts Avenue Cambridge, MA 02138

Project Description:

Mechanical and Electrical bidders are invited to participate in the bidding of the Pawtucket School Department Health & Safety Scope B – Mechanical/Electrical Upgrades & Renovations. The following provides an overview of the locations and general scope or work required at each site. Bidders are advised that the scope overview is not intended to be all-inclusive and the Bid Documents should be reviewed in detail for a more comprehensive understanding of the full scope of this Project.

Alternative Learning Program – *286 Main Street*

a. Replace existing 3-module boiler, three (3) pumps and piping loop within mechanical room.

b. Remove existing water-cooled chiller in 3rd floor penthouse mechanical room along with cooling tower, pumps and piping between equipment.
c. Remove existing chiller from building addition mechanical room, condenser on low roof, pumps and piping between equipment.
d. Remove two (2) existing multi-zone air handling units and associated return / exhaust fans.

Elizabeth Baldwin Elementary – *50 Whitman Street*

a. Replace two (2) existing rooftop air handling units and multiple VAV units; modify ductwork.
b. Patch and repair walls and hard and ACT ceilings due to piping M/E/P work.

Fallon Memorial Elementary – *62 Lincoln Avenue*

a. Installation of heat detectors in ceiling plenum & replacement of emergency lighting battery units.

Lyman B. Goff Junior High School – *974 Newport Avenue*

a. Removal of unit ventilators and removal of thru-wall louvers.
b. Replacement of exhaust fans in attic. Wall will need to be temporarily removed to access fans.
c. Separation of domestic and fire protection feeds.

Nathaniel Greene Elementary – *285 Smithfield Avenue*

a. Installation of new fire alarm system throughout the building; replacement of existing exit signs and emergency battery units.

Agnes E. Little Elementary – *60 South Bend Street*

a. Replacement of existing emergency battery lighting units.

Potter Burns Elementary – *973 Newport Avenue*

a. Full replacement of all boiler room equipment and piping.
b. Separate domestic and fire protection feeds.

Charles P. Shea Senior High School – *485 East Avenue*

a. Install new fire alarm system throughout the building along with replacement of exit signs and emergency battery units.

William P. Tolman Senior High School – *150 Exchange Street*

a. Separation of domestic and fire protection feeds.

The schedule for the work calls for Award of the contract by late March 2014, early submittal review and approval/ materials acquisition beginning at that time. Work at ALP and within the Potter Burns mechanical room can commence immediately upon Contract Award while work in all other locations cannot start until the conclusion of the 2013/2014 School Year, presently scheduled to end between June 18th & 27th depending upon the number of make-up days required due to inclement weather cancellations. Substantial Completion must be achieved at all locations except ALP and Potter Burns no later than prior to the start of the 2014/2015 School Year, August 30, 2014. Substantial Completion at ALP and Potter Burns shall be achieved by October 15, 2014.

All work shall be completed in conformance with the NE CHPS and Rhode Island Department of Education regulations as outlined in the bid documents.

All parking, storage and logistic items for construction will be confined to the construction areas as shown on the Bid Documents or as otherwise agreed to between the successful bidder and School Department. Smoking on School grounds is prohibited and failure to conform to this requirement will result in removal from the Project.

Bid Document Availability:

Project Documents will be made available in electronic format through CD's issued by the City of Pawtucket's Purchasing Department..

Bid Process:

Bidders are to submit three original copies of their bid in envelopes clearly marked "Pawtucket School Department: Health & Safety Projects – Scope B". The Owner may meet with the three most competitive bidding contractors to review qualifications, scope of work, discuss the approach to the project, solicit recommendation to improve value in the project, and review subcontractors. After considering these factors, a successful contractor will be identified. Contractors shall honor their bid price and contract team for thirty (30) days from bid due date.

Prevailing Wage:

Local wage rates apply to this project. It is the responsibility of the Contractor before bid openings to request if necessary, any additional information on local Wage Rates for those trades-people who are not covered by the applicable local Wage Decision, but who may be employed for the proposed work under this Contract. The Contractor shall obtain the latest wage rates as issued by the Department of Labor and Training.

Contractors Subject to Provisions –Weekly Payment of Employees:

All contractors who have been awarded contracts for the Pawtucket School Department Health & Safety Project – Scope B, by an awarding agency or authority of the state or of any city, town, committee or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars ($1,000) and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in 37-13-4 to 37-13-14, inclusive of the Rhode Island General Laws of 1956 as amended.

Ascertainment of Prevailing Rate of Wages:

Before entering into any contract for the Pawtucket School District, the proper authority (General Contractor and Subcontractors) shall ascertain from the director of labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by contractors) in the city, town, village or other appropriate political subdivision of the state in which the

work is to be performed, for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract for the School Department, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only to such welfare, pension, vacation, apprentice training and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work.

Applicability and Determination of Prevailing Rate of Wages:

Every call for bids for (a) every contract in excess of one thousand dollars ($1,000), to which the state of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including paintingand decoration, of public buildings of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor to be prevailing for the corresponding type of employees employed on projects of a character similar to the contract work in the city, town, village or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the contractor or his subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and such employees and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractors so much of accrued payments as may be considered necessary to pay to such employees employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid said employees on the work and the rates of wages received by such employees and not refunded to the contractor, subcontractors, or their agents; (b) the (terms) “wages,” “scale of wages,” “wage rates,” “minimum wages,” and “prevailing wages” shall include:

1. the basic hourly rate of pay; and

2. the amount of

    a. the rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

    b. the rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for defraying costs of apprenticeship of other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by

other federal, state, or local law to provide any of such benefits: Provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of director of labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2) (A), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph (2) (B), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in paragraph (2).

Prevailing Rate of Wages for Rhode Island:

The latest revisions of the wages rates may be examined during business hours at the office of the Director of Labor or visit http://www.access.gpo.gov/davisbacon/index.html.

Collaborative for High Performance Schools:

The Collaborative for High Performance Schools (CHPS) criteria will be implemented on the project. CHPS is a leading national movement with the goal of making schools better places to learn. CHPS' mission is to facilitate the design, construction and operation of high performance schools: environments that are not only energy and resource efficient, but also healthy, comfortable, well lit, and containing the amenities needed for a quality education. The selected contractor shall provide all material and perform all work so as to adhere to the guidelines of the CHPs program and provide the necessary submittals and other documentation required for the project to achieve CHPs certification.

Form of Contract*:

A lump sum contract (AIA: A101 and A201 modified) will be executed with the successful bidder for the construction of the entire project. The AIA: A101 and A201 as modified and included in the bid documents will be utilized.

**No exception to the scope of work or contract will be considered unless such notification is given before the Bid Due date and within the Bid Submission.*

Bonds:

A Bid Bond in the amount of 10% of the bid must accompany each bid in accordance with the Instructions to Bidders. Checks for Bid Security will not be accepted in lieu of a Bid Bond.

SECTION 00 50 04 - WORK PRACTICES

Part 1 - General

1.0 The construction barricades/temporary protection shall be inspected daily. Any corrections that are necessary to maintain security and keep the screening material in good shape shall be done following the daily inspection.

2.0 Contractor parking and storage will be located within the area designated by the owner.

3.0 All construction debris and rubbish caused by the work is to be kept off of the premises and the surrounding area. The jobsite is to be cleaned daily and all construction materials, tools, equipment, machinery and surplus materials shall be kept neat and orderly. The Owner reserves the right to request that the jobsite be cleaned when necessary.

4.0 Dust control will be provided when necessary or when requested by the Owner.

5.0 The contractor shall make every effort to limit the amount of noise caused by construction operations. All equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with City, State and Federal regulations. No fossil fuel powered equipment shall be operated within the building.

6.0 And Construction utilities costs such as special connections, delivery and generation costs outside of the building's regular power system shall be included in the bid price and paid by the contractor, not the Owner.

7.0 No signs or advertisements of any kind, other than a Project Sign will be allowed on the premises unless prior written consent has been obtained from the Pawtucket School Department.

8.0 The employer and supervisor are responsible at all times for the actions and behavior of their employees. It is expected that all contractors/vendors and their employees/workers will act appropriately while on the Pawtucket School Department property. Obscenity, inappropriate behavior and loud and vulgar language will not be tolerated. Any contractor/vendor or employee/worker overheard employing such language or observed behaving in an inappropriate manner will be removed from the site immediately.

9.0 All personnel shall have appropriately attire, shirts and shoes, are required at all times. All necessary safety equipment shall be worn where and when required.

10.0 OSHA 10 CERTIFICATION for all workers and employees to be employed at the worksite is required. Each individual shall have successfully completed required course in construction safety and health approved by the United States Occupational Safety and Health Administration.

11.0 Firearms, the use or possession of alcohol or illegal drugs or tobacco on the Pawtucket School Department property is strictly prohibited. Any individual who is in possession of a firearm (whether or not properly registered) or is under the influence of illegal drugs or alcohol, or in possession of such shall be removed immediately from the property.

12.0 The Pawtucket School Department may at any time require criminal record check of any and all personnel onsite. Any personnel not passing or providing proper information to complete the check shall be removed immediately from the property.

5.0 - Insurance

The vendor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the City of Pawtucket, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than $1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The City of Pawtucket shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Workers' compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than $500,000.

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions in the City of Pawtucket's Terms and Conditions of Purchase and to the fullest extent permitted by law, the selected vendor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasors) agree to release, waive, discharge and covenant not to sue the City of Pawtucket, its officers, agents, servants or employees (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasors use of or presence in and/or on City of Pawtucket property. The Releasors agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasors in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys fees, that may incur due to Releasors use of or presence in and on City of Pawtucket property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasors use of or presence in and on City of Pawtucket property.

The Releasors acknowledge the risks that may be involved and hazards connected with use of or presence in and on City of Pawtucket property but elect to provide services under any contract with the City of Pawtucket with full knowledge of such risks. Releasors also acknowledge that any loss, damage, and/or injury sustained by Releasors is not covered by Releasees insurance. Releasors agree to become fully aware of any safety risks involved with the performance of services under any contract with the City of Pawtucket and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the City of Pawtucket shall not be limited by the insurance required under the City of Pawtucket Terms and Conditions of Purchase.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the City of Pawtucket Terms and Conditions of Purchase, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the City of Pawtucket shall include the City of Pawtucket, its divisions, officers and employees as Additional Insureds but only with respect to the selected vendor's activities under the contract. The insurance required through a policy or endorsement shall include:

A. a Waiver of Subrogation waiving any right to recovery the insurance company may have against the City of Pawtucket; and

B. a provision that the selected vendor's insurance coverage shall be primary with respect to any insurance, self insurance or self retention maintained by the City of Pawtucket and that any insurance, self insurance or self retention maintained by the City of Pawtucket shall be in excess of the selected vendor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the selected vendor or its insurer(s) to the City of Pawtucket's Purchasing Agent. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the City of Pawtucket.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the City of Pawtucket. The selected vendor shall pay for all deductibles, self insured retentions and/or self insurance included hereunder.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 12.0 and must be submitted in a separate, sealed envelope marked with the words "Pricing Proposal". Only one pricing proposal needs to be submitted.

All Bid Forms must be signed.

Vendors must include on the Bid Form a list of at least four (4) references with whom they have contracted to do similar work by including the company name, telephone number, contact person, and number of years they have served this customer. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Respondents must also include an overview of their company's experience including, but not limited to, the number of years the company has been providing these services, the size of the company (including the number of employees and locations), a description of work undertaken that is similar to what is being requested in this RFP, and, if applicable, certifications that show a knowledge of equipment that would be serviced or provided under this contract.

If any subcontractors are to be used in the performance of any work contracted for under this RFP, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Four (4) copies of your proposal, one (1) original and three (3) copies, must be submitted at the time of submission. Proposals must be in the following format:

- Bid Form
- Company overview
  - Length of time your firm has been in business
  - Length of time at current address
- All licensing (List types and business license number(s)), certification and permits as required in the Scope of Work

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the City of Pawtucket assumes that the vendor will adhere to all terms and conditions listed in this RFP.

Submission of a proposal is acknowledgement and acceptance of the City of Pawtucket's Purchasing Rules and Regulations and General Terms and Conditions of Purchase.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in a time frame convenient to the City.

The City of Pawtucket reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest including, but not limited to, directly negotiating with any Supplier who submits a proposal in response to this RFP and to award a contract based upon the results of those negotiations alone. Further, the City reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The City of Pawtucket may elect to require presentations(s) by vendors in consideration for award.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.

2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

Evaluation Criteria	Importance
Experience/Qualifications	35%
References	35%
Cost	30%

3. The third is a comparison of each proposal's weighted evaluation relative to the costs proposed.

In the event that the City requires further information and/or a demonstration of any equipment or process offered in any proposal, all vendors asked for same will do so at no cost to the City.

10.0 - Miscellaneous

Vendors shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify and save harmless the City of Pawtucket against any claims arising from the violation of any such laws, ordinances and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The City is exempt from the payment of the Rhode Island State Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph 1, as amended. Further, the City is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same, and will be so construed.

The City of Pawtucket reserves the right to cancel an agreement with the Vendor with thirty (30) days written notice and to award the contract to the next highest evaluated bidder.

The City of Pawtucket reserves the right to renegotiate the terms of this contract with the Vendor for subsequent years provided the Vendor agrees to the contract terms for the renewal period.

The payment and performance of any obligations under this contract for years beyond the first fiscal year are subject to the availability of funds.

The City reserves the right to pay the selected Vendor via credit card at its sole discretion.

11.0 – Bid Form

13-093 – School Department Mechanical and Life Safety Upgrades - Scope B

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

_____

_____

Name and remittance address that will appear on invoices:	Physical address of business:
_____	_____
_____	_____
_____	_____
_____	_____

General Information

Is your firm a sole proprietorship doing business under a different name? ____Yes _____ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

_____

_____

Is your firm incorporated? ____Yes _____ No

Will any of the work spelled out in this bid be outsourced? ____Yes _____ No

If so, please explain below:

_____

_____

_____

Have you or your firm been subject to suspension, debarment or criminal conviction by the City of Pawtucket, the State of Rhode Island, or any other jurisdiction?
Yes: _____ No: _____

Have the City of Pawtucket and/or the State of Rhode Island ever terminated contracts with your firm for cause?
Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the City of Pawtucket and/or the State of Rhode Island during its performance?
Yes: _____ No: _____

Have you or your firm been involved in litigation against the City of Pawtucket and/or the State of Rhode Island.
Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the City of Pawtucket and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach separate sheet and submit with the bid.)

_____

_____

_____

Is your company bonded? Yes ____ No ____

Please describe the nature and extent of all insurance coverage:

_____

_____

_____

Addenda

The following Addenda have been received. The noted modifications to the Bidding Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated:_____

Addendum #2, Dated:_____

Addendum #3, Dated:_____

References

Please list at least four (4) companies' with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Pawtucket, and a website address should be included if available.

Reference #1

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 2

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 3

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Reference # 4

Company Name:_____

Contact Person:_____Telephone #: _____

Contract Dates: _____ To _____

Website Address: _____

Pricing Proposal

13-093

Having examined RFP # 13-093, we propose to enter into a contract to perform services per the bid specifications for the costs listed below:

A.

BASE BID:

Having carefully examined Contract Documents listed in The Project Manual, and consisting of Instructions to Bidders, all drawings, the entire project manual inclusive of but not limited to, 00 04 02 Tax Exemption, 00 50 01 AIA A101 Agreement between Owner & Contractor (modified), 00 50 02 AIA A201 General Conditions of the Contract for Construction (modified), 00 50 04 Work Practices, 00 90 00 Sample Commissioning (CX) Plan, 01 57 33 Temporary Indoor Air Quality Control, 01 74 19 Construction Waste Management and Disposal, 01 81 13 Sustainable Design Requirements, all Addenda as specifically listed below, and having examined the site and being familiar with conditions affecting work, Undersigned proposes to furnish materials and labor and perform Construction work as indicated with a hundred 100% payment and performance bond to complete the Pawtucket School Department 2013 Scope A Projects work as called for by Bidding Documents for the Stipulated Sum of:

$ ___ ___ ___ , ___ ___ ___ , ___ ___ ___ . ___ ___

Numeric

_____

Written

Undersigned agrees above stipulated sum is firm price including applicable taxes and is not subject to extras or escalator clauses.

Provide breakdown of the Base Bid by site location for the Pawtucket School Department's project budgeting purposes. (Total of the itemized site locations costs must equal the Base Bid listed above:

Alternative Learning Program	$
Elizabeth Baldwin Elementary	$
Fallon Memorial Elementary	$

Lyman B. Goff Junior High School	$
Nathaniel Greene Elementary	$
Agnes E. Little Elementary	$
Potter Burns Elementary	$
Charles P. Shea Senior High School	$
William P. Tolman Senior High School	$
Total Base Bid:	$

B. ADDENDA:

Undersigned certifies that the Base Bid includes Addenda listed below and they are hereby acknowledged as having been received and carefully reviewed by the Bid Due Date:

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

C. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

Cost for providing Performance and Labor and Materials Payment Bond for the sum of the General Contractor's change orders:

Add_____% of Total Construction Value from $_____ to maximum of $_____.

Add_____% of next Total Construction Value from $_____ to maximum of $_____.

Add_____% of next Total Construction Value from $_____ to maximum of $_____.

E. LABOR AND MATERIAL RATES:

Labor: Unit rates shall be listed for major trades such as, but not limited to, abatement, carpenters, laborers, masons, heavy equipment operators, operators, electricians, HVAC technicians, Foreman/Supervisor for each trade, site superintendant and any other major trade employed in the completion of the Work. Labor rates shall include all overhead, profit, insurance and supervision costs, and shall not be subject to any further markups when utilized in the computation of a Change Order amount. The Owner reserves the right to request additional labor rates. Use additional pages if space provided below is not sufficient.

Trade: Laborer Foreman Rate: $_____ per hour

Trade: Laborer Rate: $_____ per hour

Trade: Carpenter Foreman Rate: $_____ per hour

Trade: Carpenter Rate: $_____ per hour

Trade: Gypsum (Tape/ sand) Foreman Rate: $_____ per hour

Trade: Gypsum (Tape/ sand) Rate: $_____ per hour

Trade: Electrical Foreman Rate: $_____ per hour

Trade: Electrical Journeyman Rate: $_____ per hour

Trade: Electrical Apprentice Rate: $_____ per hour

Trade: Fire Alarm Foreman Rate: $_____ per hour

Trade: Fire Alarm Rate: $_____ per hour

Trade: HVAC Foreman Rate: $_____ per hour

Trade: HVAC Rate: $_____ per hour

Trade: Plumbing Foreman Rate: $_____ per hour

Trade: Plumber Rate: $_____ per hour

Trade: ATC Foreman Rate: $_____ per hour

Trade: ATC Design Engineer Rate: $_____ per hour

Trade: ATC Programmer Rate: $_____ per hour

Trade: ATC Technician Rate: $_____ per hour

Trade: Pipe Fitter Rate: $_____ per hour

Trade: Sheet Metal Foreman Rate: $_____ per hour

Trade: Sheet Metal Worker Rate: $_____ per hour

Trade: Insulator Foreman Rate: $_____ per hour

Trade: Insulator Rate: $_____ per hour

Trade: Flooring Foreman Rate: $_____ per hour

Trade: Flooring Installer Rate: $_____ per hour

Trade: Painting Foreman Rate: $_____ per hour

Trade: Painter Rate: $_____ per hour

Trade: Abatement Foreman Rate: $_____ per hour

Trade: Abatement Laborer Rate: $_____ per hour

Trade: Roofing Foreman Rate: $_____ per hour

Trade: Roofer Rate: $_____ per hour

Include additional trade labor rates below:

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Trade: _____ Rate: $_____ per hour

Material and Equipment: Material and equipment charges used to compute Contract Change Orders will be based on original supplier invoices and a standard markup of ten Percent (10%).

These standard markups shall include all administrative and delivery and handling charges and shall not be subject to any further mark-up.

F.1. FEE FOR PRIME CONTRACTOR CHANGES IN THE WORK:

Fee for changes in the Undersigned Bidder's work which shall include all overhead, coordination, bond, insurance, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of a Change Order amount (labor and material): Ten Percent (10%).

For changes which add additional time to the contract completion date, the General Conditions cost impact shall be as listed on the schedule of unit rates above. The unit rate for the general conditions associated with the time extension shall be inclusive of all direct and indirect costs and fees, including but not limited to all overhead, coordination, bond, insurance, cleaning, site support, management, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of a Change Order. Unit rate shall be for one (1) additional work day.

F.2 FEES FOR SUBCONTRACTOR CHANGES IN THE WORK:

Fee for changes in the Undersigned Bidder's Sub-contractor's work which shall include all overhead, coordination, bond, insurance, profit and supervision costs, and shall not

be subject to any further markups when utilized in the computation of a Change Order amount (labor and material): Ten Percent (10%).

H. OTHER CERTIFICATIONS:

Undersigned agrees to execute Contract for above work for the above stipulated sum provided that he be notified of acceptance of bid within ninety (30) days after time set for the receipt of bids. Undersigned agrees to execute contract and deliver it to the Owner.

Undersigned agrees by submission of this bid that the bidder is the only interested party submitting this bid, that the Contract Documents are incorporated herein, that there is no collusion, and the contract will not be assigned with written consent of the Owner.

Undersigned certifies that included within their bid are only employees and subcontractor employees that will be employed at the worksite that have successfully completed and obtained certification in a course in construction safety and health approved by the United States Occupational Safety and Health Administration as required by the laws of the state.

Undersigned certifies that it has provided the Bid Security Bond properly executed following items with this bid form.

Undersigned certifies, under penalty of perjury, that to the best of his knowledge and belief that:

The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement with any other Bidder or competition on any matter whatsoever for the purpose of restricting competition;

Except as may be required by law, prices quoted in this Bid have not been knowingly disclosed prior to the opening of Bids; and

No attempt has been made nor will be made by the Bidder to induce any other person, partnership, or corporation to submit or to refrain from submitting a Bid for this Project.

Undersigned represents to Owner that it has the labor, machinery, equipment, supplies, and credit to meet the schedule completion requirements more specifically enumerated in the DIVISION 0 – GENERAL CONDITIONS.

Firm: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

(Corp. Seal) (Notary Seal)

Appendix A

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Pawtucket who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

_____ _____

SIGNATURE OF OFFEROR DATE

_____

TITLE

_____

COMPANY

Title of RFP:

_____

Appendix B

CITY OF PAWTUCKET
GENERAL TERMS AND CONDITIONS OF PURCHASE

Preamble

The City of Pawtucket's Purchasing Office may, from time to time, make amendments to the General Terms and Conditions when the City of Pawtucket's Purchasing Agent determines that such amendments are in the best interest of the City of Pawtucket. Amendments shall be made available for public inspection at the Purchasing Office located in Pawtucket City Hall but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting them.

CITY OF PAWTUCKET'S PURCHASING OFFICE GENERAL CONDITIONS OF PURCHASE

All City of Pawtucket purchase orders, contracts, solicitations, delivery orders and service requests shall incorporate and be subject to the provisions of Rhode Island General Laws 8-15-4 and the City of Pawtucket purchasing rules and regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, the Pawtucket City Charter, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. GENERAL

   All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the City of Pawtucket, or with whom a contract is executed by the City of Pawtucket's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. ENTIRE AGREEMENT

   The City of Pawtucket's Purchase Order, or other City of Pawtucket contract endorsed by the City of Pawtucket Purchasing Office, shall constitute the entire and exclusive agreement between the City of Pawtucket and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern.

   All communication between the City of Pawtucket and any contractor pertaining to any award or contract shall be accomplished in writing.

   a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the City of Pawtucket Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the City of Pawtucket. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the City of Pawtucket on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the City of Pawtucket to the contractors.

   b. No alterations or variations of the terms of the contract shall be valid or binding upon the City of Pawtucket unless submitted in writing and accepted by the City of Pawtucket Purchasing Agent. All orders and changes thereof must emanate from the City of Pawtucket Purchasing Office: no oral agreement or arrangement made by a contractor with a department or employee will be considered to be binding on the City of Pawtucket Purchasing Agent, and may be disregarded.

   c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless:

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or
2. extended upon written authorization of the City of Pawtucket Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or
3. canceled by the City of Pawtucket in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the City of Pawtucket Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the City of Pawtucket Purchasing Office, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the City of Pawtucket, and agrees that later discovery by the City of Pawtucket Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS

No subcontracts or collateral agreements shall be permitted, except with the City of Pawtucket's express written consent. Upon request, contractors must submit to the City of Pawtucket Purchasing Office a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES

The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the City of Pawtucket, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the City of Pawtucket and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION

All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The City of Pawtucket will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT

Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The City of Pawtucket reserves the right to modify the quantity, scope of service, date of delivery or completion, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The City of Pawtucket shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the City of Pawtucket will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the City of Pawtucket, where determined by the City of Pawtucket Purchasing Agent to be in the City of Pawtucket's best interest.

7. TERM AND RENEWAL

Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the City of Pawtucket's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the City of Pawtucket's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the City of Pawtucket's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the City of Pawtucket's intent not to renew is served.

8. DELIVERY/COMPLETION

Delivery must be made as ordered and/or projects completed in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. If the project completion date is not specified in the proposal, the date shall be determined by the City of Pawtucket Purchasing Agent. The decision of the City of Pawtucket Purchasing Agent, as to reasonable compliance with the delivery terms, and date of completion shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS

In accordance with Title 7 Chapter 1.1 (“Business Corporations”) of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING

All pricing offered or extended to the City of Pawtucket is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the City of Pawtucket, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION

Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the City of Pawtucket for the purpose of obtaining any contract or award issued by the City of Pawtucket. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the City of Pawtucket, except as shall have been expressly communicated to the City of Pawtucket Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the City of Pawtucket of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS

Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of ninety (90) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the City of Pawtucket Purchasing Agent.

a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the City of Pawtucket. The City of Pawtucket reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

b. The City of Pawtucket reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the City of Pawtucket may reject such a bid. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the City of Pawtucket to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the City of Pawtucket may, at the option of the City of Pawtucket, be
   1. rejected as being non-responsive, or
   2. set aside in favor of the City of Pawtucket's terms and conditions (with the consent of the bidder), or
   3. accepted, where the City of Pawtucket Purchasing Agent determines that such acceptance best serves the interests of the City of Pawtucket.

   Acceptance or rejection of alternate or counter-offers by the City of Pawtucket shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The City of Pawtucket Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The City of Pawtucket Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgment the best interests of the City of Pawtucket will be served by so doing.

h. The City of Pawtucket Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the City of Pawtucket or State of Rhode Island, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The City of Pawtucket Purchasing Agent reserves the right to act in the City of Pawtucket's best interests regarding awards caused by clerical errors by the City of Pawtucket Purchasing Office.

14. SUSPENSION AND DEBARMENT

The City of Pawtucket Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or

directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts).

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the City of Pawtucket to a vendor or contractor then under a ruling of suspension or debarment by the City of Pawtucket shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the City of Pawtucket's Purchasing Agent.

15. PUBLIC RECORDS

Contractors and bidders are advised that certain documents, correspondence, and other submissions to the City of Pawtucket's Purchasing Office may be voluntarily made public by the City of Pawtucket absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION

In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The City of Pawtucket's Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

a. Any objections to specifications must be filed by a bidder, in writing, with the City of Pawtucket's Purchasing Agent at least 96 hours before the time of bid opening to enable the City of Pawtucket's Purchasing Office to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

c. Samples must be submitted to the City of Pawtucket's Purchasing Office in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the City of Pawtucket's Purchasing Agent may designate.

17. PRODUCT ACCEPTANCE

All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the City of Pawtucket. The City of Pawtucket reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the City of Pawtucket's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

a. Failure by the City of Pawtucket to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the City of Pawtucket's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the City of Pawtucket of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the City of Pawtucket reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the City of Pawtucket within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the City of Pawtucket shall have the right to dispose of them as its own property.

18. PRODUCT WARRANTIES

All product or service warranties normally offered by the contractor or bidder shall accrue to the City of Pawtucket's benefit, in addition to any special requirements which may be imposed by the City of Pawtucket. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the City of Pawtucket may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT

Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

a. Payment terms other than the foregoing may be rejected as being nonresponsive.
b. No partial shipments, or partial completion will be accepted, unless provided for by the Request or Contract.
c. Where a question of quality is involved, or failure to complete a project by the specified due date, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the City of Pawtucket Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the City of Pawtucket from taking such discount.
d. Payments for used portion of inferior delivery or late delivery will be made by the City of Pawtucket on an adjusted price basis.
e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the City of Pawtucket Purchasing Office for approval.

20. THIRD PARTY PAYMENTS

The City of Pawtucket recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the City of Pawtucket’s Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS

Payments due the contractor may be subject to reduction equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS

Any claim against a contractor may be deducted by the City of Pawtucket from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the City of Pawtucket the amount of such claim on demand. Submission of a voucher and payment, thereof, by the City of Pawtucket shall not preclude the City of Pawtucket’s Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

a. The City of Pawtucket’s Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual obligations equal to the cost of remedy incurred by the City of Pawtucket, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. CERTIFICATION OF FUNDING

The Director of Finance shall provide certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES

Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the City of Pawtucket's sole option.

25. MINORITY BUSINESS ENTERPRISES

Pursuant to the provisions of Title 37 Chapter 14.1of the General Laws, the City of Pawtucket reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

a. the offer is fully responsive to the terms and conditions of the Request, and
b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise.

26. PREVAILING WAGE REQUIREMENT

In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

Contractors of the City of Pawtucket are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island.

Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT

Contractors who do business with the City of Pawtucket and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. TAXES

The City of Pawtucket is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

30. INSURANCE

All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on City of Pawtucket premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

a. Comprehensive General Liability Insurance
    1) Bodily Injury $500,000 each occurrence/ $1,000,000 annual aggregate
    2) Property Damage $500,000 each occurrence /$500,000 annual aggregate

Independent Contractors
Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
Completed Operations
Personal Injury (with employee exclusion deleted)

b. Automobile Liability Insurance
Combined Single Limit not less than $150,000 each occurrence
Bodily Injury
Property Damage, and in addition non-owned and/or hired vehicles and equipment

c. Workers' Compensation Insurance
As required by the General Laws of Rhode Island.

The City of Pawtucket's Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the City of Pawtucket as an additional insured, to the City of Pawtucket Purchasing Office, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

31. BID SURETY

When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

32. PERFORMANCE AND LABOR AND PAYMENT BONDS

A performance bond and labor and payment bond of up to 100% of an award may be required by the City of Pawtucket's Purchasing Agent. Bonds must meet the following requirements:

a. Corporation: The Bond must be signed by an official of the corporation above his/her official title and the corporate seal must be affixed over his/her signature.
b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are " Doing Business As (name of firm)."
c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.
e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.
f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.
g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

33. SUSPENSION, DEFAULT AND TERMINATION

a. Suspension of a Contract by the City of Pawtucket

The City of Pawtucket reserves the right at any time and for any reason to suspend all or part of this contract, for a reasonable period, not to exceed sixty days, unless the parties agree to a longer period. The City of Pawtucket shall provide the contractor with written notice of the suspension order signed by the Purchasing Agent or his or her designee, which shall set forth the date upon which the suspension shall take effect, the date of its expiration, and all applicable instructions. Upon receipt of said order, the contractor shall immediately comply with the order and suspend all work under this contract as specified in the order. The contractor shall take all reasonable steps to mitigate costs and adverse impact to the work specified in the contract during the suspension period. Before the order expires, the City of Pawtucket shall either:

1. cancel the suspension order;
2. extend the suspension order for a specified time period not to exceed thirty (30) days; or

3. terminate the contract as provided herein.

The contractor shall resume performance once a suspension order issued under this section is canceled or expires. If as a result of the suspension of performance, there is a financial or schedule impact upon the contract, an appropriate adjustment may be made by, or with the approval of, the City of Pawtucket's Purchasing Agent. Any adjustment shall be set forth in writing. After a suspension order has been canceled or expires, the contractor shall provide any request for adjustment to the City of Pawtucket's Purchasing Agent within thirty (30) days after resuming work performance.

b. Termination of a Contract by the City of Pawtucket

1. Termination for Default or Nonperformance

If, for any reason, the contractor breaches the contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the City of Pawtucket, the City of Pawtucket may terminate the contract, in whole or in part, the termination of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements by giving written notice to the contractor specifying the date for termination. The City of Pawtucket shall endeavor to provide such notice at least seven (7) calendar days before the effective date of the termination.

A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. If contractor consistently fails to deliver quantities or otherwise perform as specified, the City of Pawtucket's Purchasing Agent reserves the right to terminate the contract and contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety. In the event of a termination for default or nonperformance, in whole or in part, the City of Pawtucket may procure similar goods or services in a manner and upon terms it deems appropriate, and the contractor shall be liable for the excess costs incurred by the City of Pawtucket as a result of the contractor's default. The contractor, or its surety, agrees to promptly reimburse the City of Pawtucket for the excess costs, but shall have no claim to the difference should the replacement cost be less.

2. Termination Without Cause

The City of Pawtucket may terminate the contract in whole or in part without cause at any time by giving written notice to the contractor of such termination at least thirty (30) days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

Within thirty (30) days of the effective date of the termination of the contract the contractor shall compile and submit to the City of Pawtucket an accounting of the work performed up to the date of termination. The City of Pawtucket may consider the following claims in determining reasonable compensation owed to the contractor for work performed up to the date of termination:

a. contract prices for goods or services accepted under the contract;
b. costs incurred in preparing to perform and performing the terminated portion of the contract; or
c. any other reasonable costs incurred by the contractor as a result of the termination.

The total sum to be paid to the contractor shall not exceed the total contract price, less any payments previously made to the contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

3. Contractor's Obligations in the Event of Termination

If the contract is terminated for any reason, or expires pursuant to its terms, the contractor shall transfer and deliver to the City of Pawtucket in the manner and to the extent directed by the City of Pawtucket:

a. all finished or unfinished material prepared by the contractor; and
b. all material, if any, provided to the contractor by the City of Pawtucket.

For the purposes of the contract, "material" shall include, but is not limited to, goods, supplies, parts, tools, machinery, equipment, furniture, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, studies, recommendations, files, audiotapes, videotapes, records, keys, security badges, and documents.

If the contract is terminated for cause, the contractor shall not be relieved of liability to the City of Pawtucket for damages sustained because of any breach by the contractor. In such event, the City of Pawtucket may retain any amounts which may be due and owing to the contractor until such time as the exact amount of damages due the City of Pawtucket from the contractor has been determined by the City of Pawtucket Purchasing Agent. The City of Pawtucket may also set off any damages so determined against the amounts retained.

Upon termination of the contract, the contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of the contract, and shall incur no further commitments or obligations in connection with the terminated performance. The contractor shall settle all liabilities and claims arising out of the termination of subcontracts and order generating from the terminated performance. The City of Pawtucket may direct the contractor to assign the contractor's right, title and interest under terminated orders or subcontracts to the City of Pawtucket or a third party.

Terminations of Purchase Order Contracts or Master Pricing Agreements shall require the signature of the City of Pawtucket Purchasing Agent or his designee. Notice of termination by either party shall be submitted in writing to the other party in accordance with the termination clause of the contract, or where no specific termination clause is included, written notice shall be provided no later than thirty (30) days before the expiration of the contract.

34. INDEMNITY

The contractor guarantees:

a. To save the City of Pawtucket, its agents and employees, harmless from any liability imposed upon the City of Pawtucket arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City of Pawtucket and of the State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

35. CONTRACTOR'S OBLIGATIONS

In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

b. The contractor, its subcontractor(s) and their employees and/or agents, shall protect and preserve property in the contractor or subcontractor's possessions in which the City of Pawtucket has an interest, and any and all materials provided to the contractor or subcontractor by the City of Pawtucket;

c. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

d. To store equipment, supplies, and material at the site only upon approval by the City of Pawtucket, and at his own risk;

e. To perform all work so as to cause the least inconvenience to the City of Pawtucket, and with proper consideration for the rights of other contractors and workmen;

f. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work;

g. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any City of Pawtucket facility or site, and that they comply with such rules, including but not limited to security policies or practices and/or criminal background checks for any employees and/or subcontractors;

h. The contractor shall ensure that its employees or agents are experienced and fully qualified to engage in the activities and services required under the contract;

i. The contractor shall ensure that at all times while services are being performed under this contract at least one of its employees or agents on the premises has a good command of the English language and can effectively communicate with the City of Pawtucket and its staff;

j. The contractor and contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal or state law and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity;

k. The contractor shall secure and retain all employee-related insurance coverage for its employees and agents as required by law; and

l. The contractor, subcontractor, and his or her employees and agents shall not disclose any confidential information of the City of Pawtucket to a third party. Confidential information means:

(1) any information of a sensitive or proprietary nature, whether or not specially identified as confidential or proprietary; or

(2) any information about the City of Pawtucket gained during the performance of a contract that
is not already lawfully in the public domain.

36. FORCE MAJEURE

All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.