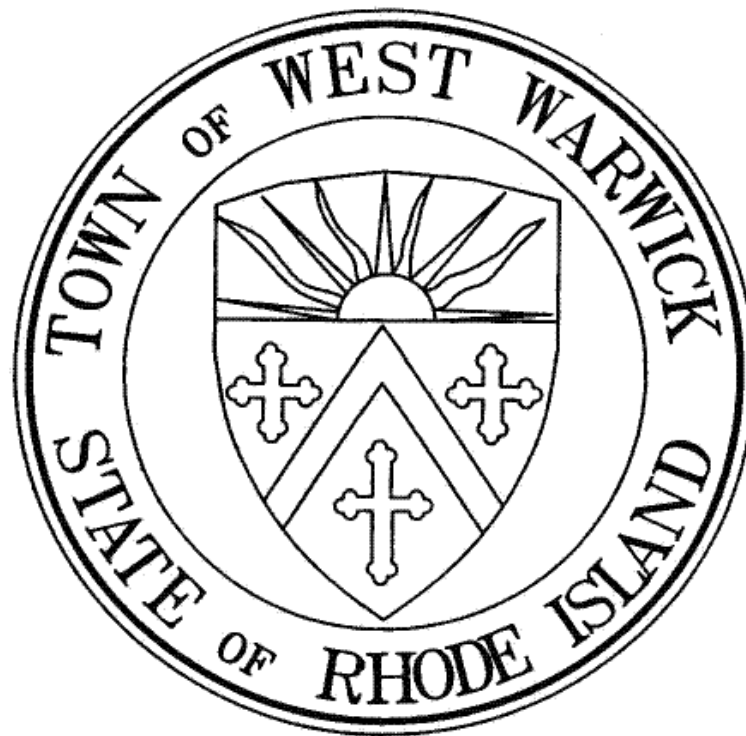


BID SPECIFICATIONS
For
ALL WEATHER REFRIGERATED SAMPLERS

CONTRACT NO. 2024-10



WEST WARWICK SEWER COMMISSION
Regional Wastewater Treatment Facility
1 Pontiac Avenue
West Warwick, RI 02893
(401) 822-9228

**TOWN OF WEST WARWICK, RHODE ISLAND
INVITATION TO BID
CONTRACT NO. 2024-10**

Sealed bids for **ALL WEATHER REFRIGERATED SAMPLERS** for the West Warwick Regional Wastewater Treatment Facility will be received at the:

Office of the Finance Director
Town Hall
1170 Main Street
West Warwick, RI 02893

Until 10:00 A.M., **June 13, 2024**, and then publicly opened and read aloud at 10:30 A.M. in Town Council Chambers. Individuals requesting interpreter service for the hearing impaired must notify the Finance Department (Tel. 401-822-9216) or TDD #9224 at least seventy-two (72) hours in advance of the proposal opening date. All bids must be properly addressed and labeled with the contract number and title and provided in sealed envelopes to be considered.

Specifications may be obtained at the Town of West Warwick's web site at www.westwarwickri.org under Request for Proposals/Bids or at the offices of West Warwick Water Pollution Control Facility, One Pontiac Avenue, West Warwick, RI between 7:00 AM and 3:00 PM, Monday through Friday, after May 28, 2024

The Town reserves the right to waive any informality or to reject any and all bids and to accept the proposal deemed most favorable to the Town.

Bids will be awarded by guaranteed lowest evaluated bid price (i.e. lowest bid price and compliance with technical bid specifications).

No bidder may withdraw the bid for a period of one hundred twenty (120) days after the actual date of opening thereof.

Published: May 28, 2024

Legal Ad

Kristen Benoit
Finance Manager
Town of West Warwick

STANDARD INSTRUCTIONS TO BIDDERS

The Town of West Warwick (herein after called the Town) is requesting bids for **ALL WEATHER REFRIGERATED SAMPLERS (Contract No. 2024-10)** for the West Warwick Regional Wastewater Treatment Facility located at 1 Pontiac Avenue in West Warwick.

1. PREPARATION OF PROPOSAL:

- A. Each proposal must be submitted on the prescribed Bid Form and/or Schedule of Prices contained herein. In the Schedule of Prices all blank spaces must be completed, written in ink, and amounts written in both words and figures. **In the event of a discrepancy, the bid amount(s) shown in words shall govern.**
- B. The original and two (2) copies of the Bid Form and/or Schedule of Prices as well as any other required information must be submitted.
- C. All proposals must be signed and submitted in a sealed envelope bearing the name and address of the Bidder and plainly marked "**ALL WEATHER REFRIGERATED SAMPLERS**", **Contract 2024-10**". If mailed, the proposal shall be enclosed in a second envelope similarly marked and addressed to the Finance Director, Town Hall, 1170 Main Street, West Warwick, Rhode Island 02893.

2. WITHDRAWAL OF BID:

- A. Any bid may be withdrawn prior to the scheduled time for opening of the bids. No Bidder may withdraw a bid for a period of one hundred twenty (120) days after the date set for the opening of the bids.

3. RESPONSIBILITY OF BIDDER:

- A. The Town reserves the right to make any such investigation as is necessary to determine the ability of the Bidder to perform the work. Every Bidder is therefore required to furnish all information requested in this proposal. Failure of any Bidder to furnish this information may be cause for the rejection of the bid.

4. BASIS OF AWARD:

- A. Bids will be evaluated on the basis of quantities and unit prices as stated in the schedule of prices and on the Bid Form.
- B. The competency and responsibility of bidders will be considered in making the award. The Town reserves the right to reject any or all bids when such rejection is in the interest of the Town, and to reject the bid of a bidder who, in the judgment of the Town, is not in a position to perform the Contract. Each bidder shall be prepared, if

so requested by the Town, to present evidence of their experience and qualifications. It is intended that the Contract will be awarded to the lowest responsible and eligible

Bidder possessing the skill, ability and integrity necessary to the faithful performance of the work.

5. NOTICE OF ACCEPTANCE:

- A. Within one hundred twenty (120) days after the opening of bids, notice of the acceptance of a proposal will be sent to the successful Bidder by the Town by means of a registered letter sent to the Bidders' address as stated in said proposal. If, within ten (10) days immediately after receipt of said notice, the successful Bidder fails to comply with the requirements of these documents, he shall forfeit The bid security (if required) and the proposal and acceptance, at the option of the Town, may become null and void. The Town may then proceed to accept another of the proposals.

6. INTERPRETATION:

- A. No oral interpretation of the meaning of the Bid Plans, Specifications or other Contract Documents will in general be given. Any such request must be made in writing to Jeff Chapdelaine, Superintendent, 1 Pontiac Avenue, West Warwick, Rhode Island 02893 (FAX: (401) 823-3620). To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Interpretations will be made in the form of written addenda. All such addenda shall become a part of the Contract. No later than three (3) days prior to the date fixed for the opening of bids, the addenda will be mailed to each prospective Bidder. Failure of a Bidder to receive any such addenda will not relieve the Bidder from any obligation under the proposal as submitted.

7. PREVAILING LAWS AND REGULATIONS

- A. The Contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the Federal, State or Municipal Government which may apply and be informed during the life of the Contract, in any manner which may affect employees or the conduct of the work or the materials used or employed in the work. Before submitting proposals, prospective Bidders should examine the terms, covenants and condition of all codes, permits, and laws which affect or govern the work.

8. FAILURE OR OMISSION:

- A. The failure or omission of any Bidder to receive or examine and become familiar with any form, instrument, or document shall in no way relieve the Bidder of any obligation in respect to the proposal.

9. **REJECTION OF BIDS:**

A. The Town reserves the right to reject any and all bids.

10. **“OR EQUAL” BIDDING:**

A. When the name of a manufacturer, brand, or manufacturer’s catalog number is issued as the Bid Specification in describing an item, it is used to indicate quality, performance, and other essential characteristics of the article required.

B. If bidding on other than the make, model, brand, or sample specified, but equal thereto, Bidder must so state by giving the manufacturer’s name, catalog number, and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the Bid Standard. Bidder must prove to the satisfaction of the Superintendent of Sewers or person or persons designated by him, that the designated substitute is equal to the Bid Standard; otherwise, the Bid will be declared “No Bid” insofar as the item in question is concerned.

11. **PAYMENT FOR SERVICES:**

A. Contractor shall be paid in accordance with Bid Form.

B. The Contractor shall submit statements or invoices for work under this Contract which include a detailed description of charges which shall be payable within thirty (30) days of approval of said invoices.

12. **TAXES:**

A. The Town 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 1, as amended.

B. The Town is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

13. **GUARANTEES AND WARRANTIES:**

A. All guarantees and warranties normally available to customers will be extended to the Town of West Warwick.

14. **INSURANCE REQUIREMENTS**

A. The SUPPLIER shall assume all risks and bear all losses occasioned by neglect or accident during the progress of the WORK. The SUPPLIER shall provide insurance covering the entire WORK in accordance with any worker’s compensation laws which may be in force at present, or put into effect before the completion of any

contract. The SUPPLIER shall furnish the Town with a proper Certificate of Insurance of the Compensation/Liability insurance policies herein specified, at the time of the signing of the Contract or Agreement.

- B. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) each occurrence, including pollution liability coverage for spills;
- C. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit and;
- D. Worker's Compensation and Employer's Liability Insurance in the amount of \$500,000, each accident, and statutory coverage under Rhode Island state law.

15. OMISSIONS, CHANGES AND ADDITIONS:

- A. Should anything be omitted from these Bid Specifications necessary to the proper execution of the work described therein, it shall be the duty of the Contractor to notify the Town(s), in writing, before signing the Agreement. In the event the Contractor fails to give such notice, the Contractor shall make good any damage or defect in their work caused by their neglect to do so, without extra charge
- B. The Town shall have the right during the progress of work to make any alterations, additions, and deletions. The same shall be carried into effect by the Contractor without violating or vitiating the contract, but if special changes are made, the value of the same must be agreed upon, in writing, by the Town and the Contractor.
- C. No omission will be allowed, or extra work paid for unless ordered in writing by the Town.

16. DEFAULT:

- A. In the event the Bidder is adjudged bankrupt, or should they make a general assignment for the benefit of their creditors, or should a receiver be appointed on account of their insolvency, or should they refuse or fail to perform the work or services described in the Bid Specifications and/or Contract in any way default in the exercise of the terms of these Bid Specifications and/or Contract prior to the completion date, the Town may, in its discretion and without prejudice or any other right or remedy, terminate the employment of the Bidder after having given seven (7) days written notice sent by certified mail, return receipt requested, to the Bidder's principal place of business.
- B. Failure to terminate upon any default herein, shall not be deemed as a waiver by the Town for any future acts of default on the part of the Bidder, nor shall termination of this contract/agreement be deemed as a waiver by the Town to recover any damages, including costs and attorney fees, which it may incur as a result of such default through any means available to the Town

BID SPECIFICATIONS

1. INSPECTION OF THE SITE(S):

- A. Each Bidder is responsible for inspecting the site(s) and for reading and being thoroughly familiar with the contract. No allowance will be made for lack of full knowledge of all conditions.

2. MATERIALS AND LABOR:

- A. Unless otherwise stated, the Contractor shall provide and pay for all materials, labor, power, tools, equipment, scaffolding, transportation, and all other facilities necessary to the execution and completion of the work.
- B. The Contractor shall not employ any unfit person on the premises nor anyone unskilled in the work assigned to.

3. MEASUREMENT AND PAYMENTS:

- A. The Contractor shall execute the work as per Specifications, and specific generator manufacturer's recommendation, to the approval of the West Warwick Sewer Commission.
- B. Following submittal of an invoice, the Owner will make payments to the Contractor in accordance with the Bid Form within Thirty (30) days of approval of said invoice

BID FORM

The Town of West Warwick is requesting bids for **ALL WEATHER REFRIGERATED SAMPLERS** for the West Warwick Regional Wastewater Treatment Facility and several remote pumping stations.

In order to be considered, bids must be received at the Office of the Finance Director, Town Hall, 1170 Main Street, West Warwick, RI 02893 no later than **June 13, 2024 at 10:00am**

The undersigned certifies that he or she has carefully examined and fully understand all the component parts of the contract documents. He or she further agrees that the Town will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

The undersigned Bidder, having read the attached specifications, hereby stipulates that s/he fully represents hereby agrees to furnish all labor, materials, tools and equipment for Emergency Generator Preventative Maintenance, Testing and Repair Services for West Warwick Regional Wastewater Treatment Facility in accordance with all terms, conditions, and requirements of the bid invitation and the bid specifications and the general conditions therein, for the following unit prices:

BID PROPOSAL/SCHEDULE OF PRICES

“ALL WEATHER REFRIGERATED SAMPLERS”

Contract 2024-10

TWO (2) ALL WEATHER REFRIGERATED SAMPLERS, 115 VOLT, WITH 2 SENSOR PORTS, 1 – 20 LITRE BOTTLE, MODEL NUMBER AS950 OR EQUIVALENT

1. Price Per Unit: _____ Dollars
(written amount)

2. Price Per Unit: _____ Dollars
(numeric amount)

3. Freight Cost: _____ Dollars
(written amount)

4. Freight Cost: _____ Dollars
(numeric amount)

5. Total Cost: _____ Dollars
(written amount)

6. Total Cost: _____ Dollars
(numeric amount)

******In the event of a discrepancy the bid award(s) shown in words shall prevail******

Respectfully Submitted:

Date: _____

Name and Address of Company

Telephone: _____

The undersigned declares that the only persons interested in this proposal as principals are names herein as such and that no official of the Town and no person acting for or employed by or in any contract which may be made under it, or in any expected profits to arise therefrom, that this proposal is fraud or collusion or connection with any other person bidding or refraining from bidding for the same work. He or she further declares that he or she is fully informed in regard to all the conditions pertaining to the work and the site and from the foregoing makes this proposal.

The undersigned agrees, upon written notice of the acceptance of this bid within one hundred twenty (120) days after the date of opening of the bids, to execute the contract documents within ten (10) days after receipt of the above notice in accordance with the bid as accepted, to give bonds required with good and sufficient surety and sureties, and to furnish certificates of insurance.

The undersigned further agrees that any bid security which accompanies this proposal shall become the property of the Town as compensation for damage suffered by the Town in the event he undersigned fails to execute the contract and surety bond if notified as specified above that the proposal has been accepted. It is understood that it is the intention of the Town not to award this contract to any Bidder who cannot furnish satisfactory evidence of ability and experience to perform the class of work as well as sufficient capital and equipment to successfully prosecute the work and complete it within the time specified. To that end all the following statements and evidence of qualifications must be completed and the undersigned further agrees that he will furnish, upon request and in confidence, any additional information which will enable the Town to judge financial responsibility and that of any proposed Subcontractors.

Authorized Signature

Date

Name and Title of Signing Official