

**TOWN OF GLOCESTER**  
**Invitation for Bid**

Sealed bids, in quadruplicate, plainly marked “**Sealed Bid - IFB 2020-01 “REPAIR OF ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) AT THE GLOCESTER POLICE DEPARTMENT ”**” will be received until 1:00 pm prevailing time, **March 19, 2020** at the Office of the Treasurer, Town of Glocester, 1145 Putnam Pike, PO Drawer B, Chepachet, RI 02814-0702. They will be opened publicly at 1:30 p.m. prevailing time, **March 19, 2020** in the Glocester Town Hall Council Chambers. Bid documents can be obtained at the above office on or after **February 27**, between the hours of 8:00 a.m. and 4:00 p.m. or online at [www.glocesterri.org](http://www.glocesterri.org)

Individuals requesting interpreter services for the hearing impaired must notify the Town Clerk at (401) 568-6206 or TDD at 568-1422 at least 48 hours in advance of the bid opening date.

Town of Glocester, Rhode Island  
REQUEST FOR PROPOSAL FOR REPAIR TO  
EXISTING ONSITE WASTEWATER TREATMENT SYSTEM (OWTS) AT THE  
GLOCESTER POLICE DEPARTMENT  
LOCATED AT 162 CHOPMIST HILL ROAD, GLOCESTER, RI

1. Furnish & Install (F&I) all required items as described on RIDEM plan # 1913-1637. Copies of the plans are available at Glocester Town Hall located at 1145 Putnam Pike, Glocester, RI 02814 (FINANCE OFFICE)  
A \$20.00 FEE WILL BE CHARGED FOR ALL BID PACKAGES. Cash or checks made payable to the Town of Glocester will be accepted.
2. Successful bidder will dispose of all solid waste at a RI Solid Waste Facility as indicated on permit. All disposal slips will be attached to final contractor invoice.
3. A list of workers names and dates of birth will be provided to the Glocester Police department before construction commences.
4. All tank pumping will be the responsibility of the successful bidder. At no time will the Glocester Police Department be left with no sanitary facilities. Coordination with the police department will be the responsibility of the contractor at the time of tank removal.
5. The front entrance to the police building will not be blocked at any time.
6. This is a PREVAILING RATE JOB. NO PAYMENT will be made without all the appropriate prevailing rate forms filled out correctly. All prevailing rate information is available at the Department of Labor and training website.
7. A copy of all active licenses i.e.: septic, hoisting, CDL will be provided with the bid.
8. All questions will be referred to the designer National Surveyors-Developers located at 42 Hamlet Ave. Woonsocket, RI (401) 769-7779.
9. All disturbed areas will be loamed and seeded. A 10% retainage will be held and released when the grass is established.
10. All work will be performed in a professional manner. Site will be kept clean, neat, and secured at the end of work each day.
11. All required inspections will be coordinated by the contractor with the engineer or DEM as required.
12. The Town reserves the right to reject any and all proposals, to waive any informality, to request interviews of bidders prior to the award and to select and negotiate the services in the best interest of the Town.
13. The Town of Glocester will provide a temporary access across the drainage ditch on Pound Road to access the site. The Town will be responsible to remove the drainage ditch access after completion of construction.

**IFB 2020-01**  
**Notice to Bidders**

1. Receipt and Opening of Bids:  
Sealed bids will be accepted in the Office of the Finance Director, Town Hall, 1145 Putnam Pike, PO Drawer B, Chepachet, RI 02814 until the date and time specified in the Invitation for Bid, and will be opened publicly at the date and time specified in the Invitation for Bid in the Gloucester Town Hall Council Chambers.
  
2. Form of Bid:
  - a. Bids shall be submitted in quadruplicate **on the Town's bid form** with supplemental information, drawings, and warranties and other required documentation, literature and material to be provided with the bid.
  - b. All original documents and drawings shall become the property of the Town of Gloucester after completion of the bidder's work.
  
3. Submission of Bids:
  - a. Envelopes containing bids must be sealed, addressed as noted in the Invitation for Bid, and must be marked with the name and address of the bidder.
  - b. Bids received after the closing date and time but before the specified time for opening, will be accepted as valid if bearing a legible postmark of at least three days before the closing date.
  - c. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone or "fax" bids, amendments, or withdrawals will not be accepted.
  - d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
  - e. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.
  - f. Any deviation from specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
  - g. There is no expressed or implied obligation for the Town to reimburse responding bidders for any expenses incurred in preparing their proposals in response to this request.
  
4. Permits and Fees:  
All local and state permit(s) shall be obtained by the bidder/contractor prior to installation/delivery. All permit fees and inspection fees must be included in bid price.

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5. Rhode Island Sales Tax:  
The Town is exempt from the payment of the Rhode Island Sale Tax under the 1956 General Laws of the State of Rhode, 44-18-30, paragraph I, as amended.
  
6. Federal Excise Taxes:  
The Town is exempt from the payment of any excise tax or federal transportation taxes. The bid price must be exclusive of taxes, except where specified by law and will be so construed.
  
7. Qualification of Bidders:
  - a. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and supply the materials.
  - b. Each bidder shall present evidence that he/she is normally engaged in the purveying of the type of goods/services on which he/she is bidding.
  - c. Certified copy(s) of federal or state licenses must be submitted (if required in the bid) with the bid.
  - d. The bidder shall become thoroughly familiar with the contents of the notice before submitting his/her proposal.
  - e. The bidder automatically acknowledges and accepts all the provisions, conditions, and specifications of his notice.
  - f. No bid shall be considered from bidders who are unable to show that they are normally engaged in the purveying of the type of goods/services on which they are bidding.
  
8. Addenda and Interpretations:  
No interpretation on the meanings of Plans, Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretations must be in writing, addressed to the Finance Director, Gloucester Town Hall, PO Drawer B, Chepachet, RI 02814-0702, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids.

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9. Delivery:
  - a. All bid items and/or services are to be FOB various locations within the Town of Gloucester within the time frame if specified in the bid, location to be supplied with Purchase Order.
  - b. No extra charge for delivery, handling or other services will be honored.
  - c. Only inside delivery and set-up, when required, will be accepted.
  - d. Tailgate deliveries will be refused.
  - e. Vendor must notify the Town 24 hours prior to delivery.
  - f. All claims for damage in transit shall be the responsibility of the successful bidder.
  - g. The Town will not make payment on damaged goods; they must be replaced or adjustments made at the option of the Town.
  - h. The Town of Gloucester is represented only by the Finance Director in these matters, and he/she alone is authorized to negotiate any settlements.
  - i. Deliveries must be made during normal working hours.
  - j. Bid price, when applicable, is to include the cost of operating and setting in place.
  - k. Bid price, when applicable, is to include installations.
  
10. The Town of Gloucester does not discriminate on the basis of race, color, creed, national origin, age, marital status, sex, physical or mental disability. By submission of your bid, you, the contractor, agree not to discriminate in named areas; and in the event of noncompliance, the Town may declare the contractor in breach and take any necessary legal recourse including termination and/or cancellation of the contract.
  
11.
  - a. The Town of Gloucester reserves the right to reject any and all bids, to waive any technical defect or informality in the bids received, and to accept any of the bids deemed most favorable to the interest of the Town.
  - b. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from bidders, or to allow corrections of minor errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
  - c. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the bidder of the conditions contained in this invitation for bid, unless clearly and specifically noted in the bid submitted.
  
12. Bidders will state in their proposal:
  - a. the approximate delivery date or
  - b. the time required to make delivery after notification of award

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13. All bidders are responsible for insuring that no addenda have been made to the original proposal package. All proposal packages and addenda are available by contacting Diane Brennan, Finance Director, Town of Gloucester at (401) 568-6206 extension 5.
14. The bidder shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposal.
15. Award will not be made to any person, firm or company in default of a contract with the Town, the State of Rhode Island or the Federal Government.
16. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without prior written permission from the Town.
17. Unless otherwise specified, all costs listed are firm for the term of the contract.
18. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
19. If any of the BID REQUIREMENTS are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other BID REQUIREMENTS.
20. The proposal shall be prepared in accordance with applicable Federal and State law and regulations. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
21. All contracts entered into by the Town shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Providence County.
22. a. The Contractor agrees to defend, indemnify, protect, save and keep harmless the Town of Gloucester for any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project.

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- b. The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligation of the State and supply evidence of the same to the Town of Gloucester.
  
- c. The Contractor will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its general liability policy to the Town of Gloucester naming the Town of Gloucester as an additional insured to the policy.
  
- d. The Contractor will maintain in full force at all times during this engagement auto liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its auto liability policy to the Town of Gloucester naming the Town of Gloucester as an additional insured to the policy.
  
- e. The Contractor will maintain in full force at all times during this engagement professional liability insurance coverage of at least \$2,000,000 per occurrence, and will provide evidence of the same to the Town of Gloucester.

23. Bidders are advised that should any or all provisions of:

- The Davis-Bacon Act, and/or
- The Department of Labor Regulations, and/or
- Title 37 Chapters 13 of the General Laws of Rhode Island

apply to the work covered by this request, then - the 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 would be a requirement for both contractors and subcontractors, and - certified payroll records would have to be submitted to the Town prior to payment to the contractor for work done.

Prevailing Wage information may be obtained by calling the Prevailing Wage Division at 401-462-8580 or on the RI Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov). Click on Prevailing Wage for detail.

**TOWN OF GLOCESTER  
BID FORM  
IFB# 2020-01**

THIS FORM MUST BE COMPLETED AND SIGNED BY BIDDER AND SUBMITTED IN QUADRUPPLICATE FOR EACH ITEM AS NOTED IN NOTICE TO BIDDER.

WHEREAS the TOWN OF GLOCESTER has duly asked for bids for performance of services and/or supply of goods in accordance with the specifications.

The person or entity does irrevocable offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the TOWN OF GLOCESTER has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the TOWN OF GLOCESTER will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

IFB# \_\_\_\_\_

NAME: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

TOTAL BID PRICE : \_\_\_\_\_

I AGREE TO CONFORM TO ALL SPECIFICATIONS OF THE ABOVE REFERENCED BID.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE