

EAST PROVIDENCE SCHOOL DEPARTMENT
East Providence, Rhode Island 02915

INFORMATION FOR BIDDERS

1. Receipt and Opening of Proposals:
Sealed proposals (bids) will be accepted and time stamped upon receipt in the Office of the School Business Administrator, East Providence School Department, East Providence, Rhode Island, until the time indicated on the Advertisement for Bids, for commodities, equipment or services listed in the specifications. Bids will then be publicly opened and read.

2. Form of Bid:
Proposals must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted; no change shall be made in the phraseology of the proposal or in the item mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals which are not complete, or contain any omissions, erasures, alterations, additions, or contain irregularities of any kind, may be rejected as informal.

3. Submission of Bids:
 - (a) Envelopes containing bids must be sealed and addressed to the Office of the School Business Administrator, East Providence School Department, East Providence, Rhode Island, 02915 and must be marked with the name and address of bidder, date and hour of opening and the name of the item in the bid call.
 - (b) The School Business Administrator will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
 - (c) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.
 - (d) Unless otherwise specified, no bid may be withdrawn for a period of thirty (30) days from the date of the bid opening.
 - (e) Negligence on the part of the bidder in preparing the bid confers no rights for withdrawal of the bid after it has been opened.
 - (f) Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices:

The bidder shall insert the price per item stated in words and in figures. In the event that there is a discrepancy between the prices written in words and in figures, the prices written in words shall govern.

5. Rhode Island Tax:

The School Department is exempt from the payment of Rhode Island Sales Tax under 1956 General Laws of the State of Rhode Island 44-18-30 paragraph 1, as amended.

Federal Excise Taxes:

The School Department is exempt from the payment of any excise or federal transportation. The price bid must be exclusive of taxes and will be so construed. The School Department will issue the necessary certificate.

6. “Or Equal” Bidding:

When standard specifications are referred to, said specifications must be compiled in all respects. When the name of a manufacturer, or brand name, or manufacturer’s catalog number is used as the bid standard in describing an item followed by “or equal”, this description is used to indicate quality, performance and other essential characteristics of the article required. If bidding on make, model brand or sample specified, the words “or equal” must be stricken out by the bidder. 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 other information necessary to prove that the intended substitution of the commodity is equal in all essential respects to the bid standard. If bidder fails to furnish the identical article of the bid standard the bid will be declared “No Bid” insofar as the item in question is concerned.

7. Award and Contract:

Unless otherwise specified, the School Department reserves the right to make awards by item, or items, as may be in the best interest of the School Department. Your bid, if accepted by the School Committee, will become the contract. A purchase order will be forwarded to the successful bidder.

8. Delivery:

All prices bid must be on the basis of F.O.B. delivery point, East Providence, Rhode Island. Deliveries must consist only of new merchandise or equipment and shall be made between 8:30 am and 4:00 pm, Monday through Friday.

No delivery shall become due or acceptable without a written Purchase Order issued by the East Providence School Department, School Business Administrator.

9. Qualifications of Bidder:
The School Department may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish to the School Department all such information and data for this purpose as the School Department may request. The School Department reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the School Department that such bidder is properly qualified to carry out the obligations of the contract and complete the work contemplated therein. On construction projects, everyone who has access to the site must hold an “OSHA” #10 Certificate.

10. Bid Security:
Each bid must be accompanied by certified check of the bidder, or by a bid bond, duly executed by the bidder as principal and having as surety therein a surety company approved by the Owner, in the amount of ten percent (10%) of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of such bid.

11. Liquidated Damages for Failure to Enter into Contract:
The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after receipt of notice of the acceptance of said bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

12. Time of Completion:
Bidder must agree to commence work within ten (10) days after issuance of a “Notice of Award” (Purchase Order) of the Owner and to fully complete the project within sixty (60) consecutive calendar days thereafter.

13. Conditions of Work:
Each bidder must be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, bidder must employ such methods or means as will not cause any interruption with the work of any other contractor.

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14. Wages and Labor:
The Contractor shall comply with provisions of chapter 14, Title 37, General Laws of the State of Rhode Island, 1956, as amended. The Rhode Island Director of Labor has accepted the prevailing wage rates as determined by the Federal Wage and Hour Division under the Davis-Bacon Act. Wages to be paid under the contract are on file with the Director of Labor of the State of Rhode Island.
15. Protection of Work and Property:
The Contractor shall safely protect the property of the Owner and all adjacent property from loss or damage, and shall repair, or replace any damage, injury or loss resulting from this project.
16. Clean Up:
During and after completion of this project, the Contractor shall leave the area in a clean and orderly condition. Should the Contractor leave the area in a disorderly condition, the Owner will undertake the cleanup work and cost of such work shall be deducted from the payment to the Contractor.
17. Guarantee:
The Contractor shall guarantee all work performed under this contract against all defects of material and workmanship for a period of one calendar year after the acceptance by the Owner. Under this guarantee, the Contractor shall replace or repair all defective workmanship and materials at no additional cost to the Owner. Final payment constitutes acceptance.
18. Payment:
Payment shall be made at the end of the satisfactory completion and acceptance of all work as specified, at the applicable prices submitted in the proposal.
19. Security for Faithful Performances:
Simultaneously with the delivery of the executed contract, the Contractor shall furnish a Performance Bond in the amount of One Hundred (100%) of the contract price as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
20. Power of Attorney:
Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

21. Insurance:
- A. During the process of work, the Contractor shall carry insurance as follows:
 - 1. Workers' Compensation Insurance and Employer's Liability Insurance as required under City, State and Federal Laws.
 - 2. Public Liability in the amount of not less than \$100,000 for one Person; and not less than \$300,000 for each accident.
 - 3. Property damage in the amount of not less than \$100,000 including coverage for collapse hazard.
 - B. Copies of Contractor's Liability Insurance policies shall be filed with the Owner prior to the start of any work.

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East Providence, Rhode Island

The undersigned, as bidder, has carefully examined the sites of the work described, has Examined the Advertisement for Bidders, Standard Instructions to Bidders, Specifications and Bid Proposal Specifications at the following bid price:

TOTAL BID PRICE

_____ (in words) _____ (in figures)

Date: _____ Telephone: _____

Contractor: _____

BY: _____ Title: _____

Address: _____

Being a (corporation, incorporated)
(under the laws of the State)
(of _____)
(partnership)
(individual)

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____