



# Invitation for Bids

## Town of Coventry, Rhode Island

**Department:** Department of Public Works

**Description** Steel Fabrication Services for the Annex Community Learning Center

### **Bid Closure & Bid Opening**

Sealed Bid Responses<sup>2</sup> to this IFB shall be received until 10:00 a.m. on January 8, 2025, by the Town Clerk's Office located within the Coventry Town Hall at 1670 Flat River Road, Coventry, RI, 02816. The forgoing date and time shall mean and is the "Bid Closure", which sets the hard deadline for the submission of all Bid Response documents.

Generally, the normal business hours for the Town of Coventry (hereinafter "Town") are Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m. and Town offices are closed on legal holidays recognized by the Town. Please consult the Town's calendar on its website ([www.coventryri.gov](http://www.coventryri.gov)) for current information including links for the plans and specifications. This project requires that State of Rhode Island Prevailing Wages be paid.

Bids shall be opened publicly and read out loud in the Town Council Chambers located at the aforementioned address on January 8, 2025, at 10:00 a.m. Each bid, together with the name of the bidder, shall be recorded and an abstract of each bid made available for public inspection. Subsequent to the awarding of the bid, all documents will be retained in accord with state law concerning public record retention (R.I. Gen. Laws §§ 38-1-1 et seq. and 42-8.1-1 et seq.) as well as all regulations promulgated by the Rhode Island Department of State ([www.sos.ri.gov](http://www.sos.ri.gov)).

Any bid received after the Bid Closure will not be accepted and will be returned to the bidder unopened. It is the bidder's responsibility to ensure that its Bid Response is received in a timely manner in the Town Clerk's prior to Bid Closure.

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<sup>1</sup> Invitation for Bid may be hereinafter referred to as "IFB."

<sup>2</sup> "Bid Response" documents or "Bid Responses" shall mean and include the "Bid Response Package", which is published by the Town of Coventry as part of this IFB, **and** shall include any supporting documentation prescribed herein or by law, and which may be necessary, ancillary and/or corollary to the bidder's response being complete and responsive to this IFB.

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## INSTRUCTIONS TO BIDDERS<sup>3</sup>

This IFB and Bid Response form may be obtained in person at the Town Clerk's Office during normal business hours or online at <https://coventryri.gov> beginning December 16, 2024.

### 1. Bid Responses

1. A bidder's Bid Response to this IFB must include: (1) IFB Response – Bid Form; (2) Vendor Responsibility Form with attachments provided by the vendor; (3) Equal Opportunity Employer Statement and Certification; (4) Non-Collusion Statement; (5) any and all supporting documents, as may be specified or required herein, submitted by the bidder to supplement the Bid Response; and (6) any and all documentation required by Coventry Code of Ordinances Chapter 56 § 11. The foregoing documentation shall constitute the bidder's entire, sealed, competitive bid proposal to the Town to provide the service(s) and/or good(s) requested by the Town in this IFB.
2. All Bid Responses must be provided in person, in hard copy, and in the Office of the Town Clerk. All Bid Responses must be in ink and have the original "wet" signature of the bidder or its duly authorized agent on all documents and forms requiring a signature. Under no circumstance will Bid Responses be accepted by any digital or electronic means, including but not limited to telephone, fax, or email.
3. Bid Responses shall be submitted in a sealed envelope large enough to accommodate all Bid Response documents and it shall be clearly marked "**Steel Fabrication Services for the Annex Community Learning Center**" on the exterior of the envelope.
4. Bid Response documents shall include an original Bid Response, plus two (2) copies, Certificate of Insurance and a 5% Bid Bond.
5. All Bid Responses will be accepted by the Town and reviewed by the Town in accord with all IFB Instructions, General Conditions, and any other specifications stated herein or attached hereto by the Town. Any departure from, exceptions to, or modifications of this IFB by a bidder must be noted by the bidder and fully explained, in its bid response.
6. Any communication of any kind and in any manner or medium with the Town that is not a Bid Response to this IFB should be marked, labeled, designated or entitled - "NOT a Bid Response" or "NOT a Bid" written on the envelope.
7. Bid Responses shall contain all necessary mathematical computations and figures. In addition, any prices and/or pricing set forth in the Bid Response should be stated in words and in numbers. The Town reserves its right to reject any Response to this IFB

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<sup>3</sup> The terms "Bidder" and "Vendor" as may be used in this IFB and the Response Package are used interchangeably. The use of the term "Vendor" does not imply and is not intended to mean that a contractual or quasi-contractual vendor relationship exists between any

Bidder and the Town, on the basis that pricing is not so stated or any Response in which there is a lack of agreement or congruity between the pricing as stated in words and the pricing set forth in numbers.

8. A bidder must itemize the pricing of each aspect of the Bid Response, where applicable and whenever possible. In addition, the pricing and financial aspects of a Bid Response MUST be totaled when and where applicable by sub-total and by overall total amount. The Town reserves its right to make an award on the basis of total proposed amount of an IFB Response or by individually priced items in an IFB Response.
9. Each bidder's IFB Response shall, for individuals, state the full name and place of residence; and the names of persons or firms with whom the bidder is submitting a joint proposal. All bids made by a legally cognizable entity (i.e., LLCs, corporations, partnerships etc...) shall disclose the names and addresses of senior managers, shareholders, principals and anyone else holding an ownership interest in the entity.

## **2. Bidder and Bid Qualifications: Bid Evaluation**

Bidders and bid qualifications are evaluated by the Town in accord with R.I. Gen. Laws § 45-55-5(b), Coventry Home Rule Charter Art. X § 10.23, and the Coventry Code of Ordinances Chapter 56 § 11. The bid award will be based on the *lowest qualified evaluated bid*.

The Town reserves its right to conduct due diligence as it deems necessary to assess the bidder's performance capability, capacity, qualifications and any other criteria required by the IFB to provide the service(s) and/or good(s) requested in the IFB. At the Town's request, bidders shall furnish any and all additional information and data as may be requested by the Town for its due diligence.

## **3. Required Attachments to the Bid Response**

Each Bid Response shall include the following:

- a. IFB Bid Response – Bid Form;
- b. Vendor Responsibility form;
- c. Equal Opportunity Employer form;
- d. Non-Collusion Statement;
- e. Vendor's proposed form of contract;
- f. Any other information that may be required due to the nature of the good(s) and/or service(s) to be provided; and
- g. Any and all information required by the Coventry Code of Ordinances Chapter 56 § 11.

## **4. Acceptance or Rejection of Bids: Town's Reservation of Rights**

The Town will accept or reject bids no later than thirty (30) days following the date on which bids are opened. The Town reserves the right to reject or accept any or all bids or portion thereof where such acceptance or rejection would, in the Town's sole discretion, be in the best interest of

the Town, and further reserves the right to reduce or modify the scope of the procurement/purchase of goods and/or services in order to meet funding limits, budget and scheduling constraints.

## **6. IFB Terms, Specifications and Questions**

Bidders must examine the IFB carefully as to the specification of service(s) and/or good(s) the Town is requesting. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, an inquiry shall be made in writing to the Town before the bid is submitted. The submission of a Bid Response shall indicate that the bidder thoroughly understands the terms of the IFB and specifications.

If a bidder has questions, requires additional information, or requires some clarification regarding the IFB, please contact (in writing ONLY via email) the following person at the Town no later than December 27, 2024, at 3:00 p.m.:

Kevin McGee, Director of Public Works, at [kmcgee@coventryri.gov](mailto:kmcgee@coventryri.gov)

## **5. Addenda – Individual and other Bidders**

Any bidder specific due diligence is addenda that the bidder shall include as a necessary part of the bidder's Bid Response. Any addenda, including response(s) to bidders' questions, issued after the request for bids are distributed shall be covered in the Bid Response.

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## **GENERAL CONDITIONS**

### **1. Reservations**

- a. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- b. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- c. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require.
- d. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new bids; to proceed to do the work otherwise; or to abandon the work.

- e. If a Bid Response is made in collusion with any other bidder, then both bids will be rejected.
- f. A responder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with General Laws of the State of Rhode Island.
- g. In determining the lowest qualified evaluated bid, cash discounts for payments less than thirty (30) days will not be considered.
- h. The Town reserves the right to award to one bidder, or to split the award among bidders.
- i. All bids will be disclosed at the formal proposal opening. After a reasonable lapse of time, tabulation of proposals may be seen on the Town's website ([www.coventryri.gov](http://www.coventryri.gov))
- j. As the Town is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
- k. In case of error in the extension of prices quoted, the unit price will be considered.
- l. A vendor will not be permitted to either assign or underlet the contract, nor assign legally or equitably any money hereunder, or its claim thereto without the previous written consent of the Town Manager.
- m. Delivery dates must be shown on the bid proposal. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
- n. A certificate of insurance (hereinafter "COI") shall be required of a successful bidder within ten (10) calendar days of the contract award and shall be provided to the Town. The "Town of Coventry" shall be an *additionally named insured* in the title holder box of the COI.
- o. Bid proposals may be submitted on an "equal" in quality basis. The Town reserves the right to decide equality. Responders must indicate brand or make offered and submit detailed specifications if other than the brand requested.
- p. For contracts involving construction, alteration and/or repair work, the provisions of R.I. General Law § 37-13-1 et seq., concerning payment of prevailing wage rates apply.
- q. No goods should be delivered, services provided or work commenced without Notice from the Town.

## **2. Disputes**

In cases of disputes as to whether a good, service or work quoted or delivered meets the IFB specifications, the decision of the Town shall be final and binding on both parties.

### **3. Failure to Deliver**

In the event the vendor fails to deliver, provide and/or perform the goods, services or work pursuant to the terms of the contract, the Town shall have the right to purchase and procure on the open market such goods, services or work specified in the IFB and the Town shall be entitled to damages as a result of such failure.

### **4. Insurance**

The vendor shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the Town from any and all claims under Workers' Compensation Act, and from any other claims for loss or damages or for general injury or damage to property which may arise from vendor's operations under the contract; whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The COI shall be on an occurrence's basis.

The vendor shall name the Town of Coventry, 1670 Flat River Road, Coventry, RI 02816, as a certificate holder and additional insured to the required insurance policy and will furnish a COI to the Town within ten (10) calendar days from the date of award, but in no event later than the date of execution of the contract.

Specific minimum coverage limits are as follows:

1. Comprehensive Liability Insurance: Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the Town; NOT for supply only Contracts) for commercial general liability and broad form property damage coverage are to be no less than Five Million Dollars (\$5,000,000.00) occurrence/Five Million Dollars (\$5,000,000.00) aggregate personal injury and death and Five Million Dollars (\$5,000,000.00) property damage. Five Million Dollars (\$5,000,000.00) aggregate, where insurance aggregates apply.
2. Workers' Compensation: Contractor shall maintain Worker's Compensation coverage for the duration of the contract. Evidence of coverage must be presented before the final contract is signed by the Town.

Failure to provide current insurance shall result in termination of the contract.

## **5. Indemnification**

The successful bidder/vendor will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons or damage to any property for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the bidder or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the Town in connection with such claim or liability.

Vendor further agrees to indemnify and hold harmless the Town from and against any and all liability in any way arising out of or related to vendor's operation and/or performance of its obligations hereunder. The indemnity shall be the broadest form available and shall include indemnity against any liability arising out of or caused by the negligence of the vendor, its agents, subcontractors, and employees.

## **6. Inspections**

The Town has the right to inspect and test all goods, services, materials, equipment and machines called for by the contract, to the extent practicable at all times and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the provision of goods, services or work under the contract. If any of the goods, services, materials, equipment and machines or work do not conform to contract specifications, the Town may require the contractor to perform its contractual obligation again or provide replacement performance of the vendor's contractual obligations in conformity with contract specifications, at no increase in contract amount.

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## **CONSTRUCTION AND SERVICE IFB TERMS**

1. It is hereby mutually understood and agreed that no payment for extra work shall or will be claimed or made unless ordered in writing by the Town Manager or his designee.
2. Awards will be made within thirty (30) days of the IFB Response or bid opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default action in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.
4. Only one shipping charge will be applied in the event of partial deliveries for blanket purchases or term contracts.
5. The successful bidder shall, prior to commencing performance under the contract, attach and submit evidence that they have complied with the provisions of the Rhode Island Worker's Compensation Act. If the successful bidder is exempt from compliance under the Worker's

Compensation Act, an officer of the successful responder shall so state by way of sworn Affidavit which shall accompany the signed contract.

Upon award of contract, Bidder will have (10) ten days to provide a 100% Payment & 100% Performance Bond.

Minority Business Enterprise (MBE) – Contractors must supply an MBE Action Plan which demonstrates that 0% of the dollar value of the work performed shall be performed by MBE, WBE, or DBE where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available.

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Laws § 37- 14.1-1, et seq. The mandate is for a minimum zero percent (0%) participation by MBE's in all school procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov), or visit the website <http://www.mbe.ri.gov/>.

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## **GENERAL SPECIFICATIONS**

**Please see attached Project Overview**

**Provided by RGB Architecture Associates**





**Town of Coventry, Rhode Island**

*IFB Response – Bid Proposal Form*

The bidder shall deliver and provide all labor, equipment, and materials to complete the bid items awarded.

**Steel Fabrication Services as Outlined in Project Overview**

**Lump Sum Price:** \_\_\_\_\_

**Lump Sum Price Written:** \_\_\_\_\_

PRINT BIDDER'S NAME OF COMPANY: \_\_\_\_\_

PRINT BIDDER'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BIDDER'S PHONE # \_\_\_\_\_ BIDDER'S CELL# \_\_\_\_\_

BIDDER'S E-MAIL ADDRESS: \_\_\_\_\_

BIDDER'S AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PRINT NAME AND TITLE OF PERSON AUTHORIZED TO SIGN BID:

\_\_\_\_\_

**Vendor Responsibility Form**

Each prospective vendor is invited and required to provide answers to the following questions in the space provided or on a separate sheet of paper (preferred):

- 1. Summarize your experience in providing the good(s) and/or service(s) outlined in the attached specifications:

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- 2. List the names, addresses, contact names, telephone numbers and email address for four (4) customers for which the bidder has provided similar goods or services as well as the time period over which the goods and/or services were provided:

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- 3. List the name and address of a local financial institution that is able to provide the Town with an adequate credit reference:

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## **Equal Opportunity Employer Statement and Certification**

The undersigned hereby states and certifies that:

1. This Company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, this company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation and training.
2. This Company expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

Bidder:

\_\_\_\_\_  
Print Name of Company

Address:

\_\_\_\_\_  
\_\_\_\_\_

By:

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Print Name and Title of Person Authorized to Sign Bid

**Non-Collusion Statement**

The undersigned hereby deposes and states that:

The bidder has not been a party with other bidders to any agreement or to otherwise colluded with other bidders to bid a fixed or uniform price in connection with this IFB.

Bidder by: \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Print Name and Title of Person Authorized to Sign Bid

Date: \_\_\_\_\_

STATE/Commonwealth of \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

In \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned notary public, personally appeared \_\_\_\_\_ personally known to the notary or proved to the notary through satisfactory evidence of identification, which was \_\_\_\_\_, to be the person who signed this Statement and acknowledged to the notary that \_\_\_\_\_ signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public