

Francis M. Gomez

Purchasing Agent



Frank J. Picozzi

Mayor

**City of Warwick**  
Purchasing Division  
(Mailing Address)  
3275 Post Road  
Warwick, Rhode Island 02886  
Tel (401) 738-2013  
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Friday, April 21, 2023.  
The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK  
BIDS REQUESTED FOR**

**RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting**

**Specifications**

Specifications are available in the Purchasing Division, located at 65 Centerville Road,  
Monday through Friday, 8:30 AM until 4:30 PM on or after Friday, April 21, 2023.

**Submissions**

Sealed bids will be received by the Purchasing Division no later than **11:00 AM, Tuesday, May 2, 2023**. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Meeting Room 2.

**Delivery**

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc...) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

**Awards**

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax.

Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

**Francis M. Gomez**

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**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**Acknowledgement of Addendum (if applicable)**

<b>Addendum Number</b>	<b>Signature of Bidder</b>
_____	_____
_____	_____

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

COMPANY ADDRESS: \_\_\_\_\_

COMPANY ADDRESS: \_\_\_\_\_

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_\*

\*Please include your email address. Future bids will be emailed, unless otherwise noted.

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**II. AWARD AND CONTRACT:**

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: \_\_\_\_\_  
Bid2023-441

\_\_\_\_\_  
Purchasing Agent

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**CERTIFICATION & WARRANT FORM\***

**This form must be completed and submitted with sealed bid.  
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

**\*This form cannot be altered \***

**CITY OF WARWICK  
NOTICE TO BIDDERS**

**RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting**

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and two (2) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as “RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting.”

Bids received prior to the time of the 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. No bids will be accepted via facsimile or email.

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Dean Pimentel, Senior Planner, at 401-921-9684 or [dean.m.pimentel@warwick.gov](mailto:dean.m.pimentel@warwick.gov).

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Negligence on the part of the bidder in preparing the proposal confers no rights for the withdrawal of the proposal after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder should indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 is available on [www.warwickri.gov](http://www.warwickri.gov) should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

Prevailing Wages will apply to this bid. Current rates may be viewed at <http://www.dlt.state.ri.us/pw>.

The successful bidder must comply with all Rhode Island Laws, applicable to public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The contractor must keep himself informed of and comply with all laws, ordinances and regulations of the federal, state and municipal governments which may apply and be in force during the life of the contract, in any manner which may affect himself/employees or the conduct of the work or the materials used or employed in the work. Before submitting bids, prospective bidders should examine the terms, covenants and conditions of all codes, permits and laws which may apply. By submitting a bid, the bidder agrees to comply with all pertinent laws/regulations if awarded a contract.

Every contractor and subcontractor awarded a contract for public works, construction, alteration and/or repair, including painting and decorating, or public buildings or public works must submit completed RI Certified Weekly Payroll forms listing employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month. These forms may be found at: [www.dlt.ri.gov/pw/pwFormsPubs.htm](http://www.dlt.ri.gov/pw/pwFormsPubs.htm). Certified Payroll forms concerning RI Department of Transportation projects may be submitted on federal forms. However, when a complaint is being investigated by the RI Department of Labor & Training (DLT), the contractor must resubmit the payroll information on the RI Certified Weekly Payroll forms for the entire project.

Awarding authorities, contractors and subcontractors must provide any and all payroll records to the DLT within ten (10) days of any request that is made by the department.

The awarding authority of any public works project will withhold the next scheduled

payment to any contractor or subcontractor who fails to comply with the above provisions, as well as any further payments until they comply. The DLT may also impose a penalty of up to \$500 for each calendar day of noncompliance.

Please refer to Rhode Island state laws Section 37-13 for more information.

The successful bidder must provide the City of Warwick with an original **Certificate of Insurance** for General Liability and Automobile Liability in a minimum amount of \$1 million, naming the **City of Warwick as the additional insured** and so stated on the certificate with the bid name and bid number. It is the vendor's responsibility to provide the City of Warwick with an updated Certificate of Insurance upon expiration of the original certificate.

Failure to provide adequate insurance coverage within the specified duration of time as set forth is a material breach of contract and grounds for termination of the contract.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** from **The Rhode Island Secretary of State** dated no more than thirty (30) days prior to the date upon which the bid approval was made. **Please note that no other State's Certificate of Good Standing will be accepted.**

If required, the successful bidder will provide said **Certificate of Insurance, bonds and State of Rhode Island's Certificate of Good Standing** within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm one (1) year from date of award. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The City 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 I, as amended.

The contractor must carry sufficient liability insurance and agree to indemnify the City against all claims of any nature, which might arise as a result of his operations or conduct of work.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services has been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK, RI**

**REQUEST FOR PROPOSALS**

**CITY OF WARWICK  
REQUEST FOR PROPOSAL FOR INSTALLATION & MAINTENANCE OF WEST  
SHORE ROAD BUFFER PLANTING**

**Performance Bid**

The City of Warwick (hereby referred to as 'Owner' or 'City') is committed to the concept of performance bids. All vendors are encouraged to submit bids which conform to the stated specifications, as well as, suggest deviations from the specifications, which in the vendor's opinion would be beneficial to the City in terms of price and performance. The City reserves the right to accept or reject any bid under these terms.

**I. INSTRUCTIONS TO BIDDERS**

- A. Bids must be typewritten or clearly printed in ink and signed by a duly authorized representative of the business entity submitting the bid.
- B. Bids must be submitted in sealed envelopes, clearly marked on the outside, "**RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting**". Envelopes should also be clearly marked with the company name and address.
- C. Bids must be received by the City of Warwick Purchasing Department located at Warwick City Hall Annex, 65 Centerville Road, 1st Floor Suite D, Warwick, RI 02886 until no later than 11:00am on Tuesday, May 2, 2023.

**II. CONDITIONS APPLICABLE TO BIDS**

- A. Applicable Laws: The Ordinances and Charter of the City and laws of the State of Rhode Island concerning competitive bidding, contracts and purchases will be employed.
- B. Taxes: The City of Warwick is generally exempt from Federal Excise and State of Rhode Island Sales Tax. Prices should not include tax.
- C. If the bidder elects to deviate from the specifications stated; all exceptions or other changes must be clearly noted.
- D. City reserves the right to reject any and all bids, waive informalities or defects in bids, or accept such bids as it deems to be in the best interest of the City of Warwick.
- E. City does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services.
- F. City maintains a local preference policy for contracts. A copy is available upon request.



### III. PROJECT OVERVIEW AND PROJECT INTENT

The City of Warwick is requesting proposals for the installation and maintenance, for a 1 year term (“contract term”) from time of completed installation, of a landscape buffer planting area. The area is a Rhode Island Department of Transportation (RIDOT) adopt-a-spot which the City has officially adopted. The location is at the intersection of West Shore Road and Long Street along the street frontage of the West Shore Road Solar Park, Plat/Lot 346/0038, as shown on attachment A.

Installation and maintenance includes:

1. Remove all trash and debris.
2. Grub existing plant material and root systems. All existing plant material shall be completely removed above and below grade prior to installation of new plant material.
3. On-site loam to be tested by a certified professional soil scientist for organic matter, ph and nutrients. Amend as needed to meet recommended standards for planting.
4. Furnish and install all plants shown on the drawings specified herein, and in the quantities listed on the plant list. No Substitutions will be permitted, unless approved by the City Landscape Coordinator.
5. Nursery stock shall meet the standards of the American Standard for Nursery Stock.
6. Only nursery-grown plants, grown in accordance with accepted horticultural practices and grown under climatic conditions similar to those in the locality of the project for at Least (2) years, will be accepted.
7. Set plants plumb and at a level that after settlement they bear the same relation to the surrounding ground as they bore to the ground from which they were dug. Settle backfill material for plants, thoroughly and properly by firming or tamping forming saucers capable of holding water around individual plants, by placing ridges of planting soil around each.
8. All trees are to have one main leader.
9. Each tree planting shall be fitted per manufacturers recommendation with one TreeDiaper® TD48R, Round Shape (for plants of ~24" rootball) Model#1048vA manufactured by Zynnovation LLC. 9424 Atlee Commerce Boulevard, Suite E, Ashland, VA 23005. 540-300-1465, or an approval equal. See attachment B for product specification.
10. Trees shall be secured by triple-staking with stakes a minimum size of two inches by two inches by six feet.
11. Watering: Contractor shall furnish their own supply of water to the site. All plants shall be thoroughly watered immediately upon installation, if conditions warrant, and as many times thereafter to sustain healthy conditions. Saturate the soil around each plant thoroughly at each watering. Contractor shall water as much as necessary to maintain healthy plant material throughout duration of contract term.
12. Pruning: A RI Licensed Arborist shall prune plants, as directed by owner, at the project site before or immediately after planting in accordance with the best horticultural practice. Cut broken, dead or injured branches flush with the trunk or the limb. Prune

all broken roots on the plant side of the break. Pruning shall not deform or otherwise destroy the typical shape or symmetry of the plant and shall not reduce the height by more than one-third. Do not cut back the leader of the plant unless directed by the owner. Arborist shall prune as necessary to maintain healthy plant material throughout duration of contract term.

13. Fertilizing: Fertilize individual trees at the rate of one agriform pellet per inch of trunk diameter (follow Manufacturer's written instructions). Apply a second application of fertilizer to all plant items at the same specified rates over the mulch at the end of an eight week period. Contractor shall fertilize according to industry standards to maintain healthy plant material throughout duration of contract term.
14. Mulching: Each planting shall be mulched with a 3' dia. by 3" deep dark brown pine bark mulch ring within a 72 hour period after planting. No red mulch shall be accepted. Mulch shall be replenished two times per year, spring and fall.
15. Guarantee: All plants furnished and installed by the contractor shall be guaranteed for the duration of the contract term. All dead or dying plant material shall be replaced immediately by the contractor, at no additional cost to the Owner.
16. Contractor is responsible for keeping the area free of weeds, trash and debris for the entire contracted term. (Monthly cleanups or as conditions determine.)

#### **IV. SUBMITTALS**

At least ten (10) days prior to intended use, the Contractor shall provide the following submittals for approval.

1. Soil amending materials, based on needs from soil test (provide supplier information, sample, and testing data).
2. Fertilizer (provide analysis information). Tree Diaper apparatus or approved equal. (Supply cut sheet)
3. Mulch. (Provide supplier information and sample)

#### **V. PAYMENT & CONTRACT TERMS**

- A. Payment to be made upon completion of work, inspection and acceptance by the City of Warwick, and submittal of all required documentation from the Contractor.
- B. Contractor shall begin contractual work only after receiving the City's Purchase Order and acknowledgement from City Staff that Contractor may begin.

## **VI. PROJECT CONTACTS**

If you have any further questions regarding submission requirements please contact:

Dean Pimentel, Senior Planner  
Planning Department  
65 Centerville Road, Suite H  
Warwick, RI 02886  
Phone: 401-921-9684  
Email: [dean.m.pimentel@warwickri.gov](mailto:dean.m.pimentel@warwickri.gov)

**CITY OF WARWICK**

**BID AND CONTRACT FORM**

**TITLE OF SPECIFICATION:** RFP2023-441 Installation & Maintenance of West Shore Road  
Buffer Planting

**I. BID:**

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably 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 CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

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

**Pricing as Follows**

**Continued next page**

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**(PRICING SHEET MAY NOT BE CONFIDENTIAL)**

**RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting**

The City reserves the right to award the contract based either on the lump sum price or by line item pricing. The prospective bidders are advised to include the true cost in each line item (including overhead and profit).

(Note: All entries in the entire BID must be made clearly and in ink; price bid must be written in both words and figures. In case of discrepancy between the prices in written words and those in figures, the written word shall govern.)

**Lump Sum of Bid:**

Cost: \_\_\_\_\_ dollars and \_\_\_\_\_ cents.

(Written)

\$ \_\_\_\_\_

(Figures)

**Line Item Pricing:**

1. Grub existing plant material and root systems. (Lump Sum)

\$ \_\_\_\_\_

(Written)

(Figures)

2. Furnish and Install - Juniperus chinensis 'Spartan' (Spartan Juniper), 4'-5' Ht. with 3" deep x 3' diameter mulch ring. (Each)

\$ \_\_\_\_\_

(Written)

(Figures)

3. Furnish and Install TreeDiaper® TD48R, Round Shape (for plants of ~24" rootball)

Model#1048vA

(Each)

\$ \_\_\_\_\_

(Written)

(Figures)

4. Maintenance and upkeep of area. As outlined in section III. (Monthly)

\$ \_\_\_\_\_

(Written)

(Figures)

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

**(PRICING SHEET MAY NOT BE CONFIDENTIAL)**

**RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting**

ALLOWANCE NO. 1 – Owner’s Allowance

An Owners Allowance of Five Dollars (\$5,000.00) shall be provided to address this item which will include, but will not be limited to: soil amending material, police details, etc.

\$Five Thousand Dollars \_\_\_\_\_  
(Written)

\$5,000.00 \_\_\_\_\_  
(Figures)

Please note the above Total Lump Sum of bid shall include Allowance.

As part of the Total Lump Sum, the Bidder Agrees to carry the allowance listed above. The Owner reserves the right to remove this item from the contract totally or in part and to adjust the contract sum to reflect the actual costs of the construction authorized by the Owner.

If the Bid is accepted by the Owner, the undersigned agrees to commence work under this Contract on a date to be specified in a written "Notice to Proceed" by the Owner and complete the entire work provided to be done under this Contract.

The bidder hereby agrees that he will not withdraw this BID, within 90 consecutive calendar days after the actual date of the opening of Bids, and that, if the Owner shall accept this BID, the bidder will duly execute and acknowledge the AGREEMENT and furnish, duly executed and acknowledged, the required Certificate of Good Standing & Insurance within ten (10) calendar days after notification that the AGREEMENT and other Contract Documents are ready for signature.

(SEAL)

\_\_\_\_\_ L.S.  
(Name of Bidder)

By \_\_\_\_\_  
(Signature and title of authorized representative)

\_\_\_\_\_  
(Business address)

\_\_\_\_\_  
(City and State)

Date \_\_\_\_\_

**PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID**

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**RFP2023-441 Installation & Maintenance of West Shore Road Buffer Planting**

The bidder is a corporation incorporated in the State (or Commonwealth) of \_\_\_\_\_ - a partnership - an individual. (Bidder must add and delete as necessary to make this sentence read correctly.)

(Note: If the bidder is a corporation, affix corporate seal and give below the names of its president treasurer, and general manager, if any; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address, if different from business address.)

The required names and addresses of all persons interested in the foregoing Bid, as Principals, are as follows:

(Add supplementary page if necessary)

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