

PATRICIA A. PESHKA
PURCHASING AGENT



JOSEPH J. SOLOMON
MAYOR

CITY OF WARWICK
PURCHASING DIVISION
3275 POST ROAD
WARWICK, RHODE ISLAND 02886
TEL (401) 738-2013
FAX (401) 737-2364

To: All Prospective Bidders

From: Patricia A. Peshka, Purchasing Agent

Date: March 13, 2019

Re: **RFP2019-275 Passive Recreation & Landscape Improvements at Oakland Beach Commons**

Addendum #1

Please be advised that the information provided comprises Addendum # 1.

An updated specification file has been posted, with changes to Item #3 under "*Description of Services*" Item #3 should read "**Installation of ten (10) 3-3 ½" caliper (min.) London Plane (Platanus x acerifolia) trees.**"

Part A: Pricing has also been updated. **Installed Unit Pricing: Plantings** should read **London Plane (Platanus x acerifolia) (each) (minimum 3-3 ½" caliper)** to reflect the changes that were made to Item #3 under "*Description Services*".

Should you have any questions regarding this proposal, please contact William Facente, Acting Program Coordinator/Housing Officer at 401-921-9688 or William.r.facente@warwickri.com

Thank you for your interest in this project.

PATRICIA A. PESHKA

PURCHASING AGENT



JOSEPH J. SOLOMON

MAYOR

CITY OF WARWICK

PURCHASING DIVISION
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 Wednesday, March 06, 2019 The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

**RFP2019-275 Passive Recreation & Landscape Improvements at Oakland Beach
Commons**

Specifications are available in the Purchasing Division, Warwick City Hall, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, March 06, 2019.

Sealed bids will be received by the Purchasing Division, Warwick City Hall, 3275 Post Road, Warwick, Rhode Island 02886 up until 11:00 AM, Wednesday, April 3, 2019. The bids will be opened publicly commencing at 11:00 AM on the same day in the Lower Level Conference Room at Warwick City Hall.

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.

The City of Warwick, in addition to soliciting bids in response to this bid, may consult, consider, and make an award for any and all open bid offers for a comparable unit as sought herein at the following websites:

RI State MPA: <http://www.purchasing.ri.gov/MPA/MPASearch.aspx>

NASPO: <https://www.naspo.org/>

NJPA (National Joint Powers Alliance): <https://www.njpacoop.org/cooperative-purchasing>

MHEC (Massachusetts Higher Education Consortium): <https://www.mhec.net/>

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.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

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.

II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor (delete if inapplicable), 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: _____

RFP2019-275

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 statutes, 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**

**RFP2019-275 Passive Recreation & Landscape Improvements at Oakland Beach
Commons**

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 one (1) copy in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "RFP2019-275 Passive Recreation & Landscape Improvements at Oakland Beach Commons."

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.

Should you have any questions, please contact William Facente, Acting Program Coordinator/Housing Officer, 51 Draper Ave., at 401-921-9688 or William.r.facente@warwickri.com.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder must 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 must indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

The successful bidder must comply with all Rhode Island Labor Laws, Chapter 37-12-13, and all other applicable Local, State and Federal Laws.

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 shall 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 shall 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. 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 shall 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 shall 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 and Automobile 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.

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** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said **Certificate of Insurance** and **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 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 have 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 if the respondent 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 CONTRACTING AND LANDSCAPE SERVICES TO INSTALL
PASSIVE RECREATION & LANDSCAPING IMPROVEMENTS
AT OAKLAND BEACH COMMONS

Performance Bid

The City of Warwick 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. 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.

II. PROJECT OVERVIEW AND PROJECT INTENT***Project Location***

The project site is located in the lower part of Oakland Beach along the seawall and parking area for the public beach, in the area known as the "Commons" (see *Exhibit 1. – Site Map & Location*). The Office of Housing & Community Development ("Office") is working with the Oakland Beach Neighborhood Association ("Association") to make some small, but meaningful passive recreational and landscaping improvements that will be aesthetically pleasing, environmentally friendly and increase the use of the park.

Description of Services

The Office is requesting proposals for the installation, construction, and landscaping services to make improvements to the Oakland Beach Commons ("Commons"). The improvements were decided upon after discussions with the Oakland Beach Neighborhood Association, are to include:

1. Installation of eight (8) 6' DurMor Series 88 benches with embedded black steel supports with benches on a cement slab.
 - a. Respondent is asked to provide installed cost for benches utilizing Douglas Fir slats, Recycled Plastic slats (owner to select color) and IPE slats.
 - b. Benches are to be installed, in accordance to manufacturer's instructions contained in *Exhibit 2*, with the supports embedded in concrete with a 4'X8' concrete slab around as shown in *Exhibit 2. – Installation Drawings*.
2. Installation of four (4) Concrete Classics Fixed Table Set with Checkerboard/Chess Inlay and two (2) seats/stools per table.
 - a. Respondent is asked to provide installed unit cost for the table and stools combined.
 - b. Game table and seats are to be installed in accordance to manufacturer's instructions contained in *Exhibit 2. – Installation Drawings*.
3. Installation of ten (10) 3-3 ½" caliper (min.) London Plane (*Platanus x acerifolia*) trees.
 - a. Respondent is asked to provide installed unit costs for the trees.
 - b. Contractor shall furnish his own supply of water to the site, until the work is accepted by the City, at no extra cost. All work injured or damaged due to the lack of water, or the use of too much water, shall be the Contractor's responsibility to correct.
 - c. Contractor shall maintain all newly planted trees, for a period of 90-days after planting acceptance by the City. Maintenance shall include regular watering of all trees, trimming of dead branches and limbs, and replacement of dead or dying trees.
 - d. Trees are to be installed as shown in *Exhibit 2. – Installation Drawings*

General Requirements

- Prior to commencing any work – successful Contractor must meet with Office to coordinate the placement of the park benches, game tables, trees and which branches to prune.
- Contractor will be responsible for all necessary barricades. Contractor will have a sufficient number of barricades on the job to divert pedestrian traffic around the newly installed components. A piece(s) of caution tape will not be considered to be a barricades and is not an acceptable barricade substitute.
- If necessary, the Contractor will provide continuous on-site inspection of the newly poured concrete until it is set to a point beyond potential damage by vandals.
- Contractor will broom finish the surfaces of all concrete poured. Contractor will then apply white cure to the surface as soon as brooming is completed. Contractor will not wait until the end of the day to begin curing all concrete placed that day! The cure shall be sprayed on in an even continuous coat. A speckled surface is not acceptable.
- Contractor will be responsible for protection of the concrete from weather and vandalism. The City will not pay for any concrete with any words or letters or symbols written in it or other disfigurements and will expect the Contractor to repair/replace all such damaged sections at Contractor's expense.

- Contractor is responsible for all restoration in the area of newly installed components Contractor will rake out the native soil as well as haul in and install topsoil. Contractor will loam and seed all disturbed areas.
- The Contractor must provide “Waivers of Lien” for subcontractors and suppliers to the City.

III. 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.
- C. Contractor must provide certified payrolls on the federal payroll form WH-347 Payroll Form as a condition of receiving payment. Only completed forms with original “wet” signatures will be accepted.

IV. SUBMITTALS

- A. Bid Form
- B. Reference List
- C. Subcontractors List
- D. All Federally Required Forms
 - Certification Regarding Debarment and Suspension
 - Contractor Compliance Form Section 3
 - Certification of Bidder Regarding Section 3 and Segregated Facilities
 - City of Warwick Community Development Program Affirmative Action Plan for Utilizing Local Businesses
 - Equal Opportunity Certification
 - Minority Contractor Participation
 - Civil Rights, Employment and Contracting Opportunities and Other Federal Requirements
 - Certification of Bidder – Federal Labor Standards Provisions – Davis Bacon Act and “Related Acts”

V. PROJECT CONTACTS

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

William R. Facente, Acting Program Coordinator / Housing Officer

Office of Housing & Community Development Department

51 Draper Avenue

Warwick, RI 02886

Phone: 401-921-9688

Email: william.r.facente@warwickri.com

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: RFP2019-275 Passive Recreation & Landscape
Improvements to Oakland Beach Commons

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

RFP2019-275 Passive Recreation & Landscape Improvements to Oakland Beach Commons

Part A: Pricing**Base Bid:**

Pursuant to and in compliance with the invitation for bids of *Passive Recreation & Landscape Improvements at Oakland Beach Commons*, and in compliance with the Contractual Documents and the Specification relating hereto, the undersigned, unless explicitly noted, hereby offers to furnish the items necessary, proper and incidental to this work, whether incorporated on the bid the undersigned or not, FOR THE TOTAL BASE BID (including owner's testing allowance) as follows:

Total Base Bid (Douglas Fir Benches)

\$ _____
 (written) _____ (figures)

Total Base Bid (IPE Benches)

\$ _____
 (written) _____ (figures)

Installed Unit Pricing: (Pricing must include material & labor cost to install)**Plantings**

London Plane (*Platanus x acerifolia*) (each)
 (minimum 3-3 1/2" caliper)

\$ _____
 (written) _____ (figures)

Benches

DuMor Series 88-60I (IPE Wood) Bench with S-1 supports (per manufacturer)

\$ _____
 (written) _____ (figures)

Continued next page

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

RFP2019-275 Passive Recreation & Landscape Improvements to Oakland Beach Commons

Benches (cont'd)

DuMor Series 88-60D (Douglas Fir) Bench with S-1 supports (per manufacturer)

\$ _____	_____
(written)	(figures)

DuMor Series 88-60PL (Cedar) Bench with S-1 supports (per manufacturer)

\$ _____	_____
(written)	(figures)

Game Table

Concrete Classics Fixed Table Set with Checkerboard/Chess Inlay (Item #210)

\$ _____	_____
(written)	(figures)

The bidder will specify his bid price in both words and figures. All words and figures should be in ink or typed. In case of a discrepancy between the prices written words and those in figures, the written word shall govern.

Substitution Request Language:

The bidder must identify and document cost implications involved in all substitution requests. Any and all cost savings will be returned to the contract. Addenda, if any, will be issued by the owner and emailed to the undersigned, at the email address provided to the City by the undersigned. The bid may be withdrawn prior to the scheduled time for opening of bids or any authorized postponement thereof.

Part B: Allowances

As part of the base bid, the bidder agrees to carry an **Owner's Testing Allowance of \$1,500.00 within the base bid of this contract**. 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 testing authorized by the Owner.