



**WEST WARWICK
PUBLIC LIBRARY**

**WEST WARWICK PUBLIC LIBRARY
INVITATION TO BID**

**REQUEST FOR PROPOSALS FOR
INSTALLATION OF AN FPA & RI FIRE CODE COMPLIANT FIRE ALARM SYSTEM**

Sealed bid proposals will be received at the West Warwick Public Library at the address listed below until 12 noon on October 21st, 2022.

West Warwick Public Library
1043 Main Street
West Warwick, RI 02893

ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE ENVELOPE:

“WWPL Fire Alarm System”

Bid opening at 12.30pm, October 21st, Conference Room, West Warwick Public Library.

For more information, contact Colin McCullough, Library Director, (401) 828-3750 or colin@wwpl.org. Individuals requesting interpreter services for the hearing impaired must notify the library at least (72) hours in advance of the bid opening date.

On-site assessments for the purposes of evaluation and preparing a bid may be carried out during Library opening hours and scheduled with the Library Director

West Warwick Public Library reserves the right to reject any and all bids, or parts thereof, to waive any irregularities in the bid received and to accept the bids or part thereof deemed to be most favorable to the Library.

No bidder may withdraw the bid for a period of one hundred twenty (120) days after the actual date of the opening thereof.

SCOPE OF WORK

Installation of an NFPA & RI Fire Code Compliant Fire Alarm System, including (but not limited to): replacement of existing fire simplex panel with new addressable fire alarm panel, with new field devices and monitor modules for sprinkler devices; addition of strobes in areas currently not covered; and daily return of system to service during installation period.

Bidders are invited to come onsite, during normal Library opening hours, to conduct an assessment as needed in order to draft a proposal. The proposal should include any and all equipment to be replaced and/or added (including the elements noted above), other materials, labor, testing, blueprints for plan review purposes, and permit fees.

GENERAL SPECIFICATIONS FOR BIDDERS

1. Receipt and Opening of Proposals:

Sealed proposals (bids) will be accepted until the time indicated on the attached Advertisement for Bids, for commodities, equipment or services listed in the specifications and will then be publicly opened and read in the Library's Conference Room at 12.30pm on Friday, October 21st.

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 changes shall be made in the phraseology of the proposals or in the items 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. All bids must be addressed to:

Attn: Library Director - Bid

West Warwick Public Library

1043 Main Street

West Warwick, RI 02893

b. Envelopes containing bids must be sealed, addressed to the West Warwick Public Library 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. Any documents provided by a thumb drive or CD must be included in the sealed bid submission.

c. The purchasing agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

d. Any bidder may withdraw his bid by written request at any time prior to the advertised time for opening. Telephone bids, amendments, or withdrawals will not be accepted.

e. Unless otherwise specified, no bid may be withdrawn for a period of one hundred twenty (120) days from the date of the bid opening.

f. Negligence on the part of the bidder preparing the bid confers no rights for withdrawal of the bid after it had been opened.

g. 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.

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

4. Prices:

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

5. Rhode Island Tax:

West Warwick Public Library 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.

6. Federal Excise Tax:

West Warwick Public Library is exempt from payment of excise or federal transportation tax. The price bid must be exclusive of taxes and will be so construed.

7. "Or Equal" Bidding:

When standard specifications are referred to, said specifications must be compiled with in all respects. When the name of the 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 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 his 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; otherwise, his bid will be declared "No Bid" insofar as the item in question is concerned.

8. Award and Contract:

The contract will be awarded to the responsible, responsive proposer, and any other proposer determined by the West Warwick Public Library Board of Trustees to be in the best interest of the Library, who meets or exceeds the criteria. The Library reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the Library. A purchase order will be forwarded to the successful bidder.

9. Competitive Bids:

Competitive prices may be obtained by all bidders attending formal bid opening. After a reasonable lapse of time, tabulation bids may be seen by applying in person at the West Warwick Public Library. Telephone or written request for the above will not be honored.

10. Addenda and Interpretations:

No interpretations on the meaning of the plans, specifications or other contract document will be made to any bidder orally. Every request for such interpretations should be in writing addressed to West Warwick Public Library, Attn: Library Director, 1043 Main Street, West Warwick, RI 02893 and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of the bids.

11. Delivery:

All prices must be bid on the basis of F.O.B. Delivery Point, West Warwick Public Library. Deliveries must consist only of new merchandise or equipment and shall be made between 7:30 a.m. and 3:00 p.m. Monday through Friday. Delivery dates must be shown in your bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.

No deliveries shall become due or acceptable without a written Purchase Order issued by West Warwick Public Library.

12. Qualification of Bidder:

West Warwick Public Library may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the West Warwick Public Library all such information and data for this purpose as the Library may request.

West Warwick Public Library reserves the right to reject any bid if the evidence submitted by, or investigations of such bidder fails to satisfy West Warwick Public Library that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

On construction projects, everyone who has access to the site must hold an “OSHA” #10 certificate.

13. Bid Security:

Each bid must be accompanied by a 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 West Warwick Public Library, in the amount of five percent (5%) 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 West Warwick Public Library and the accepted bidder have executed the contract, or, if no award had 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 had not been notified of the acceptance of his bid.

14. Liquidated Damages for Failure to Enter into Contract:

The successful bidder upon his failure or refusal to execute and deliver the contract and bonds required within (10) days after he has received notice of acceptance of his bid, shall forfeit to West Warwick Public Library, as liquidated damages for such failure or refusal, the security deposited with his bid.

15. Time of Completion:

Bidder must agree to commence work within ten (10) days after issuance of a “Notice of Award” (Purchase Order).

16. Conditions of Work:

Each bidder must inform himself fully 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 his obligation to furnish all material and labor necessary to carry out the provision of his contract. Insofar as possible, must employ such methods or means as will not cause any interruption with the work of any other contractor.

17. Wages and Labor:

The Contractor shall comply with provision of chapter 14, 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.

18. Protection of Work and Property:

The Contractor shall safely protect the property of West Warwick Public Library and all adjacent property from loss or damage, and shall repair, or replace any damage, injury or loss resulting from this project.

19. 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, West Warwick Public Library will undertake the cleanup work and cost of such work shall be deducted from the payment of the Contractor.

20. Guarantee:

The contractor shall guarantee all work performed under this contract against all defects of material and workmanship for a period on one calendar year after the acceptance by West Warwick Public Library. Under this guarantee, the Contractor shall replace or repair all defective workmanship and material at no additional cost to West Warwick Public Library. Final payment constitutes acceptance.

21. 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.

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Performance Bond in the amount of one hundred percent (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 duly authorized surety company satisfactory to West Warwick Public Library.

22. Insurance:

The successful vendor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from their operations under the contract whether the operations be by them, by a subcontractor, or by anyone employed by them.

The successful Bidder agrees to indemnify and save West Warwick Public Library harmless from any and all claims, demands, actions, or causes of action, arising or to arise against West Warwick Public Library by reason of the successful vendor's performance of the contract.

If requested in the Invitation to Bid, during the process of work, the Contractor shall carry insurance as follows:

a. Workman's Compensation Insurance and Employer Liability Insurance as required under City, State and Federal Laws

b. Public Liability in the amount of not less than \$1,000,000 including coverage for collapse hazard

c. Property damage in the amount of not less than \$1,000,000 for one person; and not less than \$3,000,000 for each accident

d. Copies of Contractor's Liability Insurance policies shall be filed with the West Warwick Public Library prior to the start of any work.

23. Taxpayers, Delinquent – Contracts

West Warwick Public Library will not enter into any contract or agreement to purchase services or equipment from any person, corporation or business enterprise who has neglected or refused to pay any local taxes, fees, assessments, betterments, or any other municipal charges assessed against the business property owned by such person, corporation, or business enterprise; or with respect to any activity, event or other matter which is the subject of such license or permit, and which activity, event or matter is carried out or exercised or is to be carried out or exercised on or about the business real estate whose owner has neglected or refused to pay any local taxes, fees, assessments, betterments, or any other municipal charges assessed against the business real estate.

Form of General Bid

Bid of: _____ (hereinafter called *Bidder*)

_____ a corporation, organized and existing under the state of _____

_____ a partnership

_____ a joint venture including the following: _____ & _____

_____ an individual doing business as: _____

This is the address where the purchase order will be mailed:

Address: _____

To the *West Warwick Public Library* (hereinafter called *Owner*)

The Bidder accepts all of the Terms and Conditions of the Bidding Requirements and all other Contract Documents. The Bidder, in compliance with your invitation for bids for the above mentioned project, having examined the Contract Documents and the existing conditions, hereby proposes to furnish all labor, materials, and supplies to construct the project, including all expenses incurred in accordance with the Contract Documents within the time set forth below and at the prices stated below.

The Bidder hereby agrees to contract execution date by ***** and no later than *** and to have the fire alarm project completed by ***, with owner's review and approval.**

The Bidder agrees to perform the work described in these Bid Documents for the total sum of:

\$ _____ (written in words): _____

Proposed start date: _____ Proposed date of Substantial Completion: _____, if these dates are different than the dates stated above, it may affect the results of the Bid.

Pricing: All prices or notations must be typed, written in ink or computer generated on the Quote Sheets provided. Any corrections that are made must be initialized. Verify all Bids before submission, as they may not be corrected after the proposals are opened. No oral or telegraphic modifications will be considered.

The following documents are attached to and made a condition of this Bid:

- a) *Bid Surety*
- b) *Required certifications relative to Non-Collusion or Fraud.*

The undersigned certifies under penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person or entity. *The undersigned further certifies under penalty of perjury that the said undersigned is not presently disbarred from doing public construction work in the State of Rhode Island.*

The undersigned offers the following information as evidence of his qualifications to perform the work as bid according to all requirements of the Contract Documents:

1. The Company has been doing business under the present name for a period of _____ years.

2. The names and addresses of all persons interested in the bid as principals:

3. Work of similar character to that described in these Contract Documents which will enable the Owner to judge the Bidders experience, skill and business standing:

Date: Project Name: Total Cost: Architect: Reference & Phone:

4. Bank Reference (Contact person, bank, address, phone):

Name of Firm: _____ Name of Individual Submitting Bid: _____

Date: _____ Signature: _____

Corp. Seal:

Non-Collusion Affidavit from Bidder:

State of: _____ County of: _____

1. He/ she is (Owner, Partner, Officer, Representative, or Agent) of _____ that has submitted the attached bid.
2. He/she is fully informed of the preparation and contents of the Bid and of all circumstances re: the Bid.
3. The Bid is genuine and is not a collusive or sham bid.
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this authorized certifier, has in any way colluded, conspired, connived, or agreed, directly or indirectly with other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the Bid has been submitted, or to refrain from bidding in connection with such Contract; or has in any manner, indirectly sought by agreement, or collusion, or communication, or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance, or agreement any advantage against the *West Warwick Public Library* or any person interested in the proposed contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, employees, or parties in interest, including this authorized certifier.

Signature: _____

Title: _____

Subscribed and sworn to me this _____ day of _____, 2022.

Name: _____ Title: _____ My commission expires: _____