



TOWN OF  
**NORTH KINGSTOWN, RHODE ISLAND**

100 FAIRWAY DRIVE  
NORTH KINGSTOWN, R.I. 02852-5762  
PHONE: (401) 294-3331  
FAX: (401) 583-4140

**REQUEST FOR PROPOSAL (RFP)**

**2001 HENDRICKSON (HME LADDER TRUCK)  
ENGINE RE-BUILD**

Sealed Requests for Proposals (RFPs) for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, **until 10:00am on Friday, September 15, 2017**, and will then be publicly opened read aloud.

**NO QUOTES WILL BE ACCEPTED AFTER THE FRIDAY, SEPTEMBER 15, 2017, 10:00AM DEADLINE.**

**IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN'S WEBSITE FOR ANY SUBSEQUENT BID ADDENDUMS. NO ADDENDUMS WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.**

The RFQ will be evaluated as to R.I.G.L. 45-55-5. (2) "Competitive Sealed Bidding" and the award shall be made on the basis of the lowest evaluated or responsive bid price.

Specifications may be obtained at the Purchasing Agent's Office at address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Purchasing Agent

## SELECTION CRITERIA

**The bid will be evaluated as to R.I.G.L. 45-55-5.(2) “Competitive Sealed Bidding”, and the award shall be made on the basis of the lowest evaluated or responsive bid price.**

The following factors will be considered in determining the lowest evaluated or responsive bid price:

Bid Price;

Meets or exceeds bid specifications;

Delivery date;

Warranty/Guarantee;

Past performance by brand name bid;

Completion date;

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND  
INFORMATION FOR VENDORS**

**ARTICLE 1. RECEIPT AND OPENING OF QUALIFICATIONS**

Requests for Qualifications must be submitted in SEALED ENVELOPES, addressed to the Purchasing Agent, Town Hall, 80 Boston Neck Road, North Kingstown, Rhode Island 02852, and clearly marked with the name of the project. Qualifications will be received by the Purchasing Agent up to the specified time as noted on the Request for Qualifications.

Qualifications submitted for a specified item must not be combined under the same cover with any other qualifications item.

It is the vendor's responsibility to see that his Qualifications Request is delivered within the time and at the place prescribed. Qualifications received prior to the deadline time will be securely kept unopened. No responsibility will attach to any officer or person for the premature opening of qualifications not properly addressed and identified.

Any Qualifications received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the deadline time set was due solely to delay in the mails for which the vendor is not responsible. Conditional or qualified Requests for Qualifications will not be accepted.

**ARTICLE 2. PREPARATION OF QUALIFICATIONS**

Erasures or other changes must be explained or noted over the signature of the vendor.

Each qualification must be submitted sealed, and clearly labeled, so as to guard against opening prior to the deadline time.

The Town may consider any qualifications not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all qualifications in whole or in part, toward any item, group of items, or total qualification; to waive any technical defect or formality in same, or to accept any qualification deemed to be in the best interest of the Town.

**ARTICLE 3. TELEGRAPHIC MODIFICATION**

Telephonic, telegraphic or oral proposals, amendments or withdrawals will not be accepted.

**ARTICLE 4. WITHDRAWAL OF QUALIFICATIONS**

Qualifications may be withdrawn personally or by written request at any time prior to the time specified for the deadline. Qualifications may be modified in the same manner. Negligence on the part of the vendor in preparing the qualifications confers no right of withdrawal or modification of his qualifications after such qualifications has past the submittal deadline.

**ARTICLE 5. QUALIFICATIONS OF THE VENDOR**

The Town reserves the right to request each vendor to present evidence that he is normally engaged in purveying the type of service proposed. No qualifications shall be considered from vendors who are unable to show that they are normally engaged in purveying the type of service specified in the qualification request.

To receive full consideration, the vendor must submit literature and necessary details, when applicable, on the service he proposes to furnish in order that the Town may have full information available when analyzing the qualifications.

#### **ARTICLE 6. OBLIGATIONS OF THE VENDOR**

At the time of the deadline for the request, each vendor will be presumed to have inspected the Specifications and Contract Documents (including all Addenda) which has been sent to the address given by such vendor. The failure or omission of any vendor to receive or examine any form, instrument, or document shall in no way relieve any vendor from any obligation in respect to his qualifications submittal.

Any exceptions or deviations from the provisions contained in this Request for Qualifications must be explained in detail and attached to the submittal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the qualification request will receive careful consideration.

#### **ARTICLE 7. PRICING (ONLY FOR HIGHEST QUALIFIED VENDOR)**

Any pricing by the highest qualified vendor in regards to this qualification request shall be irrevocable for (90) ninety days, or until the qualification request is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

#### **ARTICLE 8. TAX EXEMPTIONS**

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices proposed must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful vendor.

#### **ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT**

Contract period – PER CONTRACT. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

#### **ARTICLE 10. INSURANCE**

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, his breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his Qualifications Request.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the Request for Qualifications. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Vendor's work is accepted by the Town.

The limits of the insurance must be at least in the amounts specified below:\*

- (R). Commercial General Liability-Occurrence Form \$1,000,000/\$1,000,000
- (R). Automobile Liability - \$ 1,000,000.
- (R). Worker's Compensation (if legally allowed and available).
- (R). Professional Liability - \$ 1,000,000.

Also: the Town shall be named as additional insured on all such certificates of insurance.

\*Sample Certificate of Insurance attached

The Vendor shall require similar insurance in the above amounts to be taken out and maintained by each sub-vendor. The Vendor shall be fully responsible for the acts and omissions of his sub-vendors and of persons employed either directly or indirectly by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in the contract shall create any contractual relation between any sub-vendor and the Town of North Kingstown.

## **ARTICLE 11. LAWS, ORDINANCES AND CODES**

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Vendor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

## **ARTICLE 12. LIQUIDATED DAMAGES**

Failure on the part of the vendor to complete the project within the agreed time schedule will result in a liquidated damage cost of Two Hundred Dollars (\$200.00) per day, excluding Saturdays, Sundays, and holidays, to the vendor, until completion (final acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment requests not yet paid.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND  
INSURANCE REQUIREMENTS**

The Town's Insurance requirements are as follows:

One million dollars general liability and one million dollars auto, both naming the Town as additional insured.

Worker's Compensation, with a waiver of subrogation

*(If the vendor does not have worker's comp, they need to fill in an Independent Contractor form which they send to the State of RI and they in turn, will send us a notification that the person/firm is an Independent Contractor. They stay as that until they let the State know that they are no longer that status.)* On the State website is a list of Independent Contractors by Town and by vendor's name

(See Town Ordinance 08-01 dated 1-14-2008)

**There is also specialized insurance required on certain projects**

Asbestos liability, one million dollars, with the Town named as additional insured for the obvious- Asbestos Removal

Lead Remediation requires \$5,000,000.00 Annual aggregate

Any building projects over \$500,000.00 requires us to notify Colleen Bodziony at The Trust, and Builder's Risk insurance may/shall be required on a building construction project. You may need to call and ask her before the bid specifications are finalized.

Architectural and Engineering projects require one million dollars professional liability, also called Errors and Omission policy.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND  
OUTSIDE REPAIRS – ENGINE REBUILD (LADDER TRUCK)**

The Town of North Kingstown, RI is seeking sealed Requests for Proposal for the repair of the Town's ladder truck as identified below:

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Vehicle:	2001 Hendrickson (HME Ladder Truck)
Engine:	Cummins ISL 400
VIN:	44KFT64801WZ19638
Hours:	5,425.7 (as of August 24, 2017)

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Reason for Rebuild:

- Loss of Power
- Decreased Oil Pressure (from normal wear and tear)

Please provide costs associated with: breaking down the engine and determining which components are worn and require replacement, replace and refinish as needed. The vehicle is in service and operating daily. The need to continue use of this vehicle as a primary emergency response unit for the next ten+ (10+) years is facilitating this proactive action

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND  
OUTSIDE REPAIRS – ENGINE REBUILD (LADDER TRUCK)  
Bid/Proposal Form**

**Vendor Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Proposed Pricing Estimates:**

**Break Down of Engine:**           \$ \_\_\_\_\_

**Parts:**                                 \$ \_\_\_\_\_

**Labor (per hour):**                 \$ \_\_\_\_\_

**Grand Total Estimate: \$** \_\_\_\_\_

**Respectfully submitted:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company