

**SECTION 00 20 00**

**GENERAL TERMS & CONDITIONS/BID FORM/NON-COLLUSION AFFIDAVIT**

1. North Providence Public Schools (NPS) reserves the right to reject any and all bids/proposals and to waive any informality that is in the best interest of NPS.
2. The Bidder shall guarantee the total price of the bid/proposal for a period of not less than 60 days from the deadline for submission of bids/proposals.
3. The Proposer shall provide all necessary personnel, materials and equipment to perform and complete all work under this bid/proposal within the following Contract Time requirements:
  - A. Immediately upon receipt of Award – Vendor to begin submittal process.**
  - B. Substantial Completion - on or about August 15, 2026**
  - C. Project Completion – August 30, 2026**
4. All original documents and drawings shall become the property of NPS after completion of the Bidder's/Proposer's work.
5. NPS intends to recommend award of a contract to the School Committee within 60 days of the bid opening. The Bidder/Proposer shall be prepared to commence work immediately upon execution of a contract with NPS.
6. Awards will not be made to any person, firm or company in default of a contract with NPS, the Town of North Providence, the State of Rhode Island or the Federal Government.
7. The Proposer hereby agrees that it will assign to NPS all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by NPS under this contract if so requested by NPS.
8. NPS is exempt from all sales and Federal excise taxes. Please bill less these taxes.
9. Unless otherwise specified all costs listed are firm for the term of the contract.
10. Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
11. Notification of the parties shall be considered to have been constructively received via email, as stated in the contract to: Jim Fuoroli [jim.fuoroli@npsd.k12.ri.us](mailto:jim.fuoroli@npsd.k12.ri.us)
12. Non-Collusion Affidavit: Bidders/Proposers shall submit a Non-Collusion Affidavit with their Proposals. See Attachment B. If there is reason to believe that collusion exists among the Proposers, NPS may refuse to consider bids/proposals from participants in such collusion.
13. Formation of Contract. Bidder's/Proposer's signed Bid/Proposal and NPS's written acceptance shall constitute a binding contract. The Agreement for the Work will be written on AIA Document A101,

Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

14. The successful Bidder/Proposer shall provide proof of the following insurance specifications:

- a. Workers' Compensation:
  1. State-Statutory
  2. Employer's Liability-\$500,000
- b. Comprehensive General Liability  
(Note-including Premises-Operations; Independent Contractors; Protective; Broad Form Property Damage, All Risk).Professional Services Liability Insurance for errors and omissions (\$1,000,000.00 minimum)
  1. Bodily Injury:
    - a. \$1,000,000-Each Occurrence
    - b. \$1,000,000-Annual Aggregate
  2. Property Damage:
    - a. \$500,000-Each Occurrence
    - b. \$500,000-Annual Aggregate
- c. Contractual Liability:
  1. Bodily Injury-\$1,000,000 Each Person
  2. Property Damage liability-\$500,000 Each Occurrence, 500,000 Annual aggregate.
- d. Personal Injury, with Employment Exclusion Deleted:
  1. \$500,000-Annual Aggregate
- e. Comprehensive Automobile Liability:
  1. Bodily Injury-\$500,000 Each Person; \$1,000,000 Each Occurrence
  2. Property Damage-\$500,000-Each Occurrence
- f. All Risk:
  1. As required, no deductible
- g. Additional Insured: North Providence Public Schools and the Town of North Providence shall be named as additional insured on this policy.

15. Prevailing Wages: Any construction over \$ 1,000.00 is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables. <http://www.dlt.ri.gov/pw>.

16. The Technical Point of Contact (POC) for this package is Jim Fuoroli [jim.fuoroli@npsd.k12.ri.us](mailto:jim.fuoroli@npsd.k12.ri.us)

17. The safety of the pupils and teachers requires that nothing shall be done, in any way, to block the passageways in or about the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering, to the Facilities Director, who will perfect a working agreement with the principal of the school so that work may be carried out.
18. Indemnification: The Contractor will indemnify and hold harmless NPS and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of fees or resulting from the negligent acts, errors or omissions in the performance of the Agreement by the Contractor, its officials, employees, agents and subcontractors.
19. Authorized Signatures: Every bid must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of NPS, any agent submitting a bid on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of NPS, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.
20. Award of Bid: Award will be made to the Bidder/Proposer offering the most advantageous bid to NPS.
21. Cancellation of Solicitation: NPS may cancel this bid/solicitation at any time.
22. Shop Drawings: When stated in the specifications, the successful bidder shall prepare all shop drawings of all items called for, and submit prints, cuts, brochures and the like in duplicate or more, as requested by the Owner, for approval before fabrication and/or installation. Format shall be AutoCAD, two full size copies and one copy in electronic format
23. Operating and Maintenance Brochures: The successful bidder shall furnish the Owner with all applicable operating and maintenance brochures for all equipment and accessories purchased by North Providence Public Schools.
23. References and prior work performed for North Providence Public Schools will be used in the bid evaluation. See Attachment C.
24. List the Officers of your Corporation or Principals of your LLC. Award cannot be done without the attachment. See Attachment D.
25. A background check must be completed with the Bureau of Criminal Identification and Investigation prior to construction start.

**ATTACHMENT A**

**Bid Form: Cafeteria Renovation – Ricci & Birchwood Middle Schools**

WHEREAS, North Providence Public Schools has duly asked for bids for the supply of goods and/or services in accordance with the aforementioned specifications;

The person or entity below does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications/proposal which are hereby incorporated by reference in exchange for the bid price below;

The offer shall remain open and irrevocable until North Providence Public Schools shall transform the bid into a contract.

(To be completed, notarized and submitted with Proposal)

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

Company Address: \_\_\_\_\_

Bidder's Signature: \_\_\_\_\_

Bidder's Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_ Fax Number \_\_\_\_\_

Email: \_\_\_\_\_

**Base Bid**

Total Cost: \$ \_\_\_\_\_

Base Bid

Total Cost in Words: \_\_\_\_\_

**ATTACHMENT B**

**Non Collusion Affidavit**

To be completed, notarized and submitted with Bid/Proposal.

State of Rhode Island County of Providence

“ \_\_\_\_\_,” Bidder/Proposer, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Date (Signed at): \_\_\_\_\_

Proposer name Authorized Representative (Person, Firm, Corp.) \_\_\_\_\_

Address: \_\_\_\_\_ Representative's Name: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Representative's Title: \_\_\_\_\_



