

TOWN OF NARRAGANSETT, RI PURCHASING DEPARTMENT

PROFESSIONAL STENOGRAPHIC REPORTING SERVICES



Susan W. Gallagher, Purchasing Manager
Bid Opening: Monday, December 23, 2019 at 11:00 AM

VENDOR NAME SUBMITTING BID: _____

INVITATION TO BID

Separate sealed bids will be received by the **TOWN OF NARRAGANSETT, RHODE ISLAND** for **PROFESSIONAL STENOGRAPHIC REPORTING SERVICES** on or before **11:00 a.m. on Monday, December 23, 2019** at the office of the Purchasing Manager, 25 Fifth Avenue, Narragansett, RI and at that time will be opened and read in public.

Specifications may be obtained at the Purchasing Office, 25 Fifth Avenue, Narragansett, Rhode Island between the hours of 8:30 a.m. and 4:30 p.m. **Monday through Friday** and are available on the Town of Narragansett website, www.narragansettri.gov.

All bids must be submitted on the bid form provided, in duplicate and clearly marked:

(Sealed Bid)

PROFESSIONAL STENOGRAPHIC REPORTING SERVICES

Bids must be enclosed in an opaque envelope addressed to "Purchasing Manager, Town Hall, 25 Fifth Avenue, Narragansett, Rhode Island 02882-3699" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Narragansett reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Narragansett. Bids may be split or awarded in entirety.

Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (401)782-0644 three business days prior to the bid opening.

Susan W. Gallagher
Purchasing Manager

STANDARD INSTRUCTIONS TO BIDDERS
DEPARTMENT OF FINANCE-PURCHASING DIVISION
TOWN OF NARRAGANSETT, RHODE ISLAND

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DIVISION AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Purchasing Manager, Town of Narragansett, R.I. until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or 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 that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the office of the Purchasing Manager, Town Hall, Narragansett, R.I. 02882 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The Purchasing Manager will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. 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.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

The terms for this bid shall be Net 30 Days. Cash discounts may be considered in evaluating the bids. The discount period shall be computed from the date of delivery or from the correct invoice as received by Accounts Payable, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable.

6. Rhode Island Sales Tax

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended.

7. Federal Excise Taxes

The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued 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 other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or

acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point Narragansett, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Manager.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Narragansett pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Narragansett is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Towns Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town.

13. Insurance

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions:

A. Workers' Compensation Insurance

The CONTRACTOR shall maintain in full force at all times Workers' Compensation for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State of Rhode Island and Employer's Liability insurance in the amount of \$500,000 each policy, \$500,000 each accident and disease. CONTRACTOR shall supply evidence

of the same to the Town of Narragansett.

B. Owner's Protective Liability Insurance

The CONTRACTOR shall provide the OWNER an insurance policy written in the name of the OWNER, its employees, servants and agents, and extended to include the interests of the Engineer, its employees, and agents; to protect the OWNER and the Engineer from any liability which might be incurred against them as a result of any operations of the CONTRACTOR or his/her subcontractors, or their employees. Such insurance shall provide for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of any one (1) person, and subject to that limit for each person, a total limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or the death of two (2) or more persons in any one accident; and a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of injury to or destruction of property in any one accident, and subject to a limit of not less than One Million Dollars(\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

14. Smoke-Free Property

Per Town Council adopted Ordinance, all Town properties are smoke-free, and smoking is prohibited accordingly. This applies to employees of the Town and all contractors, vendors, suppliers, guests, etc. All contractors are required and instructed to notify their employees and subcontractors of this law.

TECHNICAL SPECIFICATIONS FOR: COURT REPORTING SERVICES:

Introduction and Background:

The Town of Narragansett is soliciting proposals from qualified firms or individuals for professional stenographic reporting services for public hearings of the Town Council, Planning Board, Platting Board of Appeals, Zoning Board of Review, Building Code Board of Appeals and other boards as may be necessary. The vendor shall provide all materials, equipment, and labor to provide Court Reporting Services. The bidder's pricing shall include all overhead, profit, estimates, mileage, insurance, and any other administrative costs. No additional costs, including travel time, will be allowed.

Under State of RI General Laws Title 45, the above-noted boards are required to hold public hearings on matters pertaining to alcoholic beverage licensing, subdivision of land, land development plans, zoning relief through variances and special use permits and relief from local and state building codes. These hearings are required to be adequately documented for any proceeding in which the right of appeal lies to the Superior Court or Supreme Court of the State of RI. Most, if not all of these meetings are held in the evening on the established date.

The approximate frequency of meetings is as follows:

- Town Council Meetings: Twice per month; on the first and third Mondays of the month. Some Tuesday meetings are required when the regularly-scheduled Monday meeting falls on a holiday. Public Hearings are not scheduled every meeting so services are not necessary for every Town Council meeting.
- Planning Board: Once per month and on an as-needed basis.
- Platting Board of Appeals: As needed; usually once/year.
- Zoning Board: Once per month and on an as-needed basis.
- Building Code Board of Appeals: Usually scheduled concurrently with the regular Zoning Board meeting; occurs usually two to three times per year.

There may be other Town entities or Boards that may require these services from time to time. These services would be ordered on a case-by-case basis.

Bidders are to submit the enclosed Bid Form, Reference Sheet, and staff resumes as part of their proposal.

There is no set minimum or maximum amount of work during the term of this agreement.

This is a non-exclusive agreement and the Town may award this bid to multiple vendors.

Contract Term:

The contract period will be for two (2) years, from January 22, 2020 through January 21, 2022, with two (2) optional one-year renewal periods. Upon written agreement by the

Town and vendor, the term may be extended one year at a time, upon Town Council approval. All of the original prices and terms/conditions must remain the same for the renewal periods.

Minimum Qualifications and Responsibilities:

The successful bidder and his/her employees and independent contractors must meet the following minimum qualifications:

- Must have completed the certification exam administered by the RI Superior Court Administrator's Office. Vendor may be asked to provide proof of certification.
- Must have a minimum of three (3) years' experience providing court reporting services.
- Must provide key word indices.
- Must maintain the required certifications throughout the duration of the contract and any applicable renewal periods.

The vendor shall provide court reporting services for the Town of Narragansett, as requested, for the hours needed.

The vendor agrees to provide the Town with a means of communication in which the departments can reach him/her (email, cell phone, home phone, etc.) for scheduling purposes. The vendor must respond to the Town within 48 hours of request.

The vendor recognizes that the Town has information, business models, and other proprietary information which is subject to confidentiality by virtue of statute or is valuable and needs to be protected from improper disclosure.

All work must be pre-approved by the Town designee. Any unauthorized work completed outside of the approved services shall be at the vendor's sole expense and will not be reimbursed by the Town.

The vendor agrees to provide a bound, paper transcript with key indices, if so ordered by the Town, within fourteen (14) business days of the meeting/event. Exceptions may be granted if pre-approved by the Town designee. Upon request, the vendor shall also provide an electronic copy of the transcript within fourteen (14) business days of the meeting/event to the Town designee.

Travel expenses will be at the sole expense of the vendor. The Town will not pay for travel time to/from the meetings.

The Town will reimburse the vendor for an appearance fee, any applicable hourly charges past the usual time block, and for transcribed pages (per page), in accordance with the accepted bid prices.

The vendor will invoice the Town after each hearing/meeting. All invoices shall include the date of service and meeting information (Town Council, Zoning Board, etc.).

Award:

The bids will be reviewed by the Purchasing Manager, Director of Community Development, and the Town Clerk. A recommendation will then be made to the Town Council for a bid award.

Questions:

Any questions must be submitted via email to Susan Gallagher, Purchasing Manager at: sgallagher@narragansettri.gov. Clarifications to the bid documents will be answered via email. Questions that may affect the bid in any way will be addressed in an addendum that will be sent to the potential bidder list and posted on the Town's website at: www.narragansettri.gov. Questions must be submitted no later than seven (7) days prior to the bid opening date.

Option:

The Town may need to supplement the professional stenographic services with occasional Communication Access Realtime Translation (CART) services. The Town can provide the necessary hardware (projector and screen). In the event that the Town needs this service, please fill out the information below:

As a bidder, are you CART certified? (Check one): Yes _____ No _____

If yes, please provide the additional hourly charge for CART services:

\$_____.

REFERENCES:

Each Bidder shall provide references below. The Town has the right to reject any bid submitted without a fully completed Reference Sheet. The vendor may attach a supplemental statement of references at his/her option.

Please list a minimum of three (3) references with similar experience, including company name, contact person, address, phone number and years of service:

1.
2.
3.

B I D F O R M
PROFESSIONAL STENOGRAPHIC REPORTING SERVICES

Pursuant to and in compliance with the INVITATION TO BID, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned bidder hereby states that they have carefully examined the **CONTRACT DOCUMENTS** and the party understands the provisions, requirement, terms and conditions thereof, all of which are acknowledged to be part of the **Bid Proposal**.

Further, he/she has become familiar with local conditions and the extent of work; has determined the required quality, quantity and sources of supply of all plant, equipment, materials, tools, supplies, labor and all other facilities and things necessary or proper or incidental to the continuous execution and completion of the work as required; and hereby agrees to perform the contract in strict accordance with the **CONTRACT DOCUMENTS**.

The undersigned bidder hereby agrees that the bid proposal submitted shall remain in effect and binding upon the bidder for a period of 90 calendar days, from the date and time bids are received.

The undersigned bidder declares that his/her bid proposal in all respects is fair and made without collusion with any other person, firm, corporation making a proposal for this work.

***NOTE: BIDDER MUST SUBMIT PROPOSAL (BID) IN DUPLICATE!!!!**

Bid Item #1: Public Hearing Attendance Fee (flat rate), including three (3) hours of on-site time:

(written) (figures)

Bid Item #2: Price per 1/2 hour, past the 3-hour on-site block of time:

(written) (figures)

Bid Item #3: Price per page for bound, paper transcript with key word indices:

(written) (figures)

BUSINESS NAME: _____

ADDRESS: _____

SIGNED: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

PHONE: _____

FAX: _____

E-MAIL: _____

FIN: _____
(Federal ID Number)