

TOWN OF WEST WARWICK, RI  
INVITATION TO BID

REQUEST FOR PROPOSALS FOR  
MUNICIPAL SEWER EXCAVATING SERVICES

Sealed bid proposals will be received at the Town of West Warwick Finance Department at the address listed below until 10:00 AM on November 2, 2016. Proposals will be publicly opened and read aloud in the West Warwick Town Council Chambers at 10:30 a.m. on that date.

Town of West Warwick  
Town Hall  
1170 Main Street  
West Warwick, RI 02893

Specifications may be obtained on the Town of West Warwick's website, [www.westwarwickri.org](http://www.westwarwickri.org) under "How do I?...Submit a Proposal or Bid or at the West Warwick Water Pollution Control Facility, One Pontiac Avenue, West Warwick, RI between the hours of 7:00 AM and 3:00 PM, Monday through Friday.

ALL SUBMISSIONS MUST BE IN TRIPLICATE AND CLEARLY MARKED ON THE OUTSIDE ENVELOPE:

"2017-11 MUNICIPAL SEWER EXCAVATING SERVICES BID"

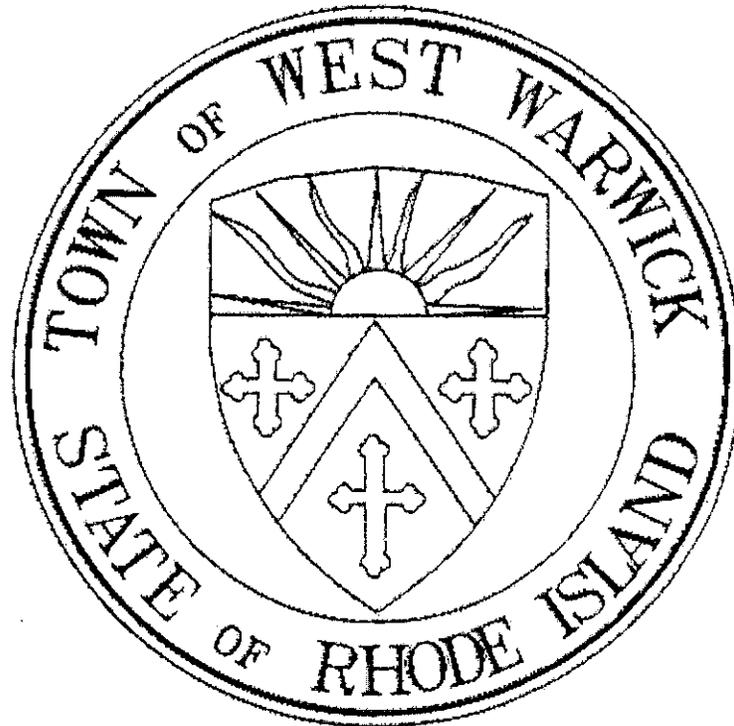
For more information, contact Jeffery Kozlin, at (401) 822-9228. Individuals requesting interpreter services for the hearing impaired must notify the Finance Department (Tel.401-822-9216) or TTD #9224 at least (72) hours in advance of the bid opening date.

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

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

**BID SPECIFICATIONS**  
**For**  
**MUNICIPAL SEWER EXCAVATING SERVICES**

**CONTRACT NO. 2017-11**



**WEST WARWICK SEWER COMMISSION**  
Regional Wastewater Treatment Facility  
1 Pontiac Avenue  
West Warwick, RI 02893  
(401) 822-9228

**TOWN OF WEST WARWICK, RHODE ISLAND**

## STANDARD INSTRUCTIONS TO BIDDERS

The Town of West Warwick (herein after called the Town) and the West Warwick Wastewater Treatment Facility (herein after called WWTF) is requesting bids for **MUNICIPAL SEWER EXCAVATING SERVICES (Contract No. 2017-11)** for the West Warwick Regional Wastewater Treatment Facility located at 1 Pontiac Avenue in West Warwick.

### 1. PREPARATION OF PROPOSAL:

- A. Each proposal must be submitted on the prescribed Bid Form and/or Schedule of Prices contained herein. In the Schedule of Prices all blank spaces must be completed, written in ink, and amounts written in both words and figures. **In the event of a discrepancy, the bid amount(s) shown in words shall govern.**
- B. The original and one (1) copy of the Bid Form and/or Schedule of Prices as well as any other required information must be submitted.
- C. All proposals must be signed and submitted in a sealed envelope bearing the name and address of the Bidder and plainly marked "**MUNICIPAL SEWER EXCAVATING SERVICES**", **Contract 2017-11**". If mailed, the proposal shall be enclosed in a second envelope similarly marked and addressed to the Finance Director, Town Hall, 1170 Main Street, West Warwick, Rhode Island 02893.

### 2. WITHDRAWAL OF BID:

- A. Any bid may be withdrawn prior to the scheduled time for opening of the bids. No Bidder may withdraw a bid for a period of one hundred twenty (120) days after the date set for the opening of the bids.

### 3. RESPONSIBILITY OF BIDDER:

- A. The Town reserves the right to make any such investigation as is necessary to determine the ability of the Bidder to perform the work. Every Bidder is therefore required to furnish all information requested in this proposal. Failure of any Bidder to furnish this information may be cause for the rejection of the bid.

### 4. BASIS OF AWARD:

- A. Bids will be evaluated on the basis of quantities and unit prices as stated in the schedule of prices and on the Bid Form.

## STANDARD INSTRUCTIONS TO BIDDERS

- B. The competency and responsibility of bidders will be considered in making the award. The Town reserves the right to reject any or all bids when such rejection is in the interest of the Town, and to reject the bid of a bidder who, in the judgment of the Town, is not in a position to perform the Contract. Each bidder shall be prepared, if so requested by the Town, to present evidence of their experience and qualifications. It is intended that the Contract will be awarded to the lowest responsible and eligible Bidder possessing the skill, ability and integrity necessary to the faithful performance of the work.

### 5. NOTICE OF ACCEPTANCE:

- A. Within one hundred twenty (120) days after the opening of bids, notice of the acceptance of a proposal will be sent to the successful Bidder by the Town by means of a registered letter sent to the Bidders' address as stated in said proposal. If, within ten (10) days immediately after receipt of said notice, the successful Bidder fails to comply with the requirements of these documents, he shall forfeit  
The bid security (if required) and the proposal and acceptance, at the option of the Town, may become null and void. The Town may then proceed to accept another of the proposals.

### 6. INTERPRETATION:

- A. No oral interpretation of the meaning of the Bid Plans, Specifications or other Contract Documents will in general be given. Any such request must be made in writing to Christine Suvajian, Director of Administration, 1 Pontiac Avenue, West Warwick, Rhode Island 02893 (FAX: (401) 823-3620). To be given consideration, such request must be received at least five (5) days prior to the date fixed for the opening of bids. Interpretations will be made in the form of written addenda. All such addenda shall become a part of the Contract. No later than three (3) days prior to the date fixed for the opening of bids, the addenda will be mailed to each prospective Bidder. Failure of a Bidder to receive any such addenda will not relieve the Bidder from any obligation under the proposal as submitted.

### 7. PREVAILING LAWS AND REGULATIONS

- A. The Contractor shall keep himself informed of and comply with all laws, ordinances and regulations of the Federal, State or Municipal Government which may apply and be informed during the life of the Contract, in any manner which may affect employees or the conduct of the work or the materials used or employed in the work. Before submitting proposals, prospective Bidders should examine the terms, covenants and condition of all codes, permits, and laws which affect or govern the work.

### 8. FAILURE OR OMISSION:

## STANDARD INSTRUCTIONS TO BIDDERS

- A. The failure or omission of any Bidder to receive or examine and become familiar with any form, instrument, or document shall in no way relieve the Bidder of any obligation in respect to the proposal.

### 9. **REJECTION OF BIDS:**

- A. The Town reserves the right to reject any and all bids

### 10. **"OR EQUAL" BIDDING:**

- A. When the name of a manufacturer, brand, or manufacturer's catalog number is issued as the Bid Specification in describing an item, it is used to indicate quality, performance, and other essential characteristics of the article required.
- B. 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, catalog 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 Superintendent of Sewers or person or persons designated by him, that the designated substitute is equal to the Bid Standard; otherwise, the Bid will be declared "No Bid" insofar as the item in question is concerned.

### 11. **PAYMENT FOR SERVICES:**

- A. Contractor shall be paid in accordance with Bid Form.
- B. The Contractor shall submit statements or invoices for work under this Contract which include a detailed description of charges which shall be payable within thirty (30) days of approval of said invoices.

### 12. **TAXES:**

- A. The Town 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 1, as amended.
- B. The Town is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

### 13. **GUARANTEES AND WARRANTIES:**

- A. All guarantees and warranties normally available to customers will be extended to the Town of West Warwick.

### 14. **INSURANCE REQUIREMENTS**

## STANDARD INSTRUCTIONS TO BIDDERS

- A. The SUPPLIER shall assume all risks and bear all losses occasioned by neglect or accident during the progress of the WORK. The SUPPLIER shall provide insurance covering the entire WORK in accordance with any worker's compensation laws which may be in force at present, or put into effect before the completion of any contract. The SUPPLIER shall furnish the Town with a proper Certificate of Insurance of the Compensation/Liability insurance policies herein specified, at the time of the signing of the Contract or Agreement.
- B. General Liability Insurance in the amount of One Million Dollars (\$1,000,000) each occurrence, including pollution liability coverage for spills;
- C. Automobile Liability Insurance in the amount of One Million Dollars (\$1,000,000) combined single limit and;
- D. Worker's Compensation and Employer's Liability Insurance in the amount of \$500,000, each accident, and statutory coverage under Rhode Island state law.

### 15. OMISSIONS, CHANGES AND ADDITIONS:

- A. Should anything be omitted from these Bid Specifications necessary to the proper execution of the work described therein, it shall be the duty of the Contractor to notify the Town(s), in writing, before signing the Agreement. In the event the Contractor fails to give such notice, the Contractor shall make good any damage or defect in their work caused by their neglect to do so, without extra charge
- B. The Town shall have the right during the progress of work to make any alterations, additions, and deletions. The same shall be carried into effect by the Contractor without violating or vitiating the contract, but if special changes are made, the value of the same must be agreed upon, in writing, by the Town and the Contractor.
- C. No omission will be allowed, or extra work paid for unless ordered in writing by the Town.

### 16. DEFAULT:

- A. In the event the Bidder is adjudged bankrupt, or should they make a general assignment for the benefit of their creditors, or should a receiver be appointed on account of their insolvency, or should they refuse or fail to perform the work or services described in the Bid Specifications and/or Contract in any way default in the exercise of the terms of these Bid Specifications and/or Contract prior to the completion date, the Town may, in its discretion and without prejudice or any other right or remedy, terminate the employment of the Bidder after having given seven (7) days written notice sent by certified mail, return receipt requested, to the Bidder's principal place of business.
- B. Failure to terminate upon any default herein, shall not be deemed as a waiver by

## STANDARD INSTRUCTIONS TO BIDDERS

the Town for any future acts of default on the part of the Bidder, nor shall termination of this contract/agreement be deemed as a waiver by the Town to recover any damages, including costs and attorney fees, which it may incur as a result of such default through any means available to the Town.

## BID SPECIFICATIONS

### 1. SCOPE OF WORK

The work under these Specifications shall consist of the items contained in the Bid, including all incidentals necessary to fully complete said work in accordance with these Specifications. Unless otherwise specified, the Bidder shall be responsible to supply any and all materials, equipment and labor to complete any work as is associated with this bid. Equipment shall include but it shall not be limited to heavy equipment, pumps, saws, tapping machines, hand tools and any other special equipment/tools necessary to perform the aforementioned work.

#### 1a) Hours of Work

Normal work hours for installation of sewer lateral repairs shall be from 7:00 a.m. to 3:00 p.m., Monday through Friday. Weekends and holidays are excluded. The BIDDER shall commence sewer repairs within a period of seventy-two (72) hours upon verbal notification from the WWTF.

#### 1b) Hours of Work (Emergency Repairs)

The BIDDER shall commence emergency main repairs within one (1) hour upon verbal notification from the WWTF. The BIDDER must be available at all times for emergency repairs (24 hours/day; 365 days/year).

#### 1c) Installation and Repairs

Installation of sewer service laterals and sewer distribution main repairs shall be in accordance with "Town of West Warwick Standard Sanitary Sewer requirements."

##### New Services

The BIDDER shall be responsible to supply all materials; equipment and labor to install said municipal sewer services. The BIDDER **shall also be responsible for temporary and permanent road restoration, where applicable.**

##### Main and Service Repairs

The BIDDER shall be responsible to supply all equipment and labor to effectuate repairs to sewer mains and sewer laterals. The BIDDER may supply repair materials, including road restoration costs at a mutually agreed upon price by the Public Services Department.

**NOTE: The Town shall supply one (1) man, as a minimum, to provide field support to the BIDDER.**

## BID SPECIFICATIONS

1d) The BIDDER shall be fully licensed by the Town of West Warwick Wastewater Treatment Facility to perform above said work on Town roads in accordance with the Town of West Warwick Right-of-Way Ordinance. Prior to commencement of any work within a Town Right-of-Way, the BIDDER shall secure a Utility Right-of-Way Permit (permit fee shall be waived).

1e) Work on State Roads

On occasion, wastewater utility repairs are required on State roads. The successful bidder shall be licensed by the State of RI Department of Transportation (RIDOT) to secure RIDOT physical alteration permits (PAPs) and to work on State roads.

Any additional cost for State road restoration shall be negotiated between the Town and the successful BIDDER. The additional cost shall be the difference between Town road restoration and State road restoration.

1f) Bids for sewer service installations and sewer main repairs shall be made on the Bid Form attached hereto and shall give the amount of bids for work in both words and figures and signed by the BIDDER.

### 18. ADDITIONAL CONDITIONS

Each BIDDER shall thoroughly examine and be fully acquainted with all conditions relating to the execution of work under this Specification.

It is also expected that the BIDDER will obtain information concerning the conditions of locations that may affect its work.

The failure or omission of any BIDDER to receive or examine any form, instrument, addendum or other document, or to acquaint themselves with existing conditions, shall in no way be relieved of any obligations with respect to their Bid or to the Contract. The TOWN shall make all such documents available to the BIDDER.

The BIDDER shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under conditions it may encounter or create, without extra cost to the TOWN.

The Bidder's attention is directed to the fact that all applicable Federal, State, and municipal law, ordinances, and applicable and appropriate rules and regulations of all authorities having jurisdiction over the work to be performed are to be followed.

### 19. ADDENDA AND EXPLANATIONS

## BID SPECIFICATIONS

Explanations desired by a prospective BIDDER shall be requested of the TOWN in writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each BIDDER. Every request for such explanation shall be in writing addressed to the WWTF Superintendent. Any verbal statements regarding same by any person prior to the award shall be unauthorized and not binding.

Addenda issued to BIDDERS prior to date of receipt of Bids shall become a part of this Specification, and all Bids shall include the work described in the Addenda.

No inquiry received within seven (7) days of the date fixed for the submission and opening of Proposals will be given consideration.

Any and all such interpretations and any supplemental instructions will be in the form of a written Addenda, which, if issued, shall be mailed to all prospective BIDDERS (at the respective address furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of Bids.

### 20. **NAME, ADDRESS AND LEGAL STATUS OF THE BIDDER**

The Bids must be properly signed in ink and the address of the BIDDER given. The legal status of the BIDDER, whether corporation, partnership or individual, shall also be stated in the Bid.

A corporation shall execute the Bid by its duly authorized officers in accordance with its corporate bylaws and shall also list the state in which it is incorporated. A partnership Bid shall give full names of all partners. Partnership and individual BIDDERS will be required to state in the Bid the names of all persons interested therein.

The place of residence of each BIDDER, or the office address in the case of a firm or company, with county, state and telephone number, must be given after the signature.

If the BIDDER is a joint venture consisting of a combination of any or all of the above entities, each joint venture shall execute the Bid.

The BIDDER shall maintain and provide cell phones for the length of the contract. The BIDDER must assign this unit to a responsible person in charge during the regular work week, nights, weekends, and holidays on a 24 hour per day basis, in the event emergency work is required.

### 21. **COMPETENCY OF BIDDER**

The opening and reading of the Bid shall not be construed as an acceptance of the BIDDER as a qualified, responsible BIDDER. The TOWN reserves the right to determine the competence and responsibility of a BIDDER from its knowledge of the bidder's qualifications or from other sources.

## **BID SPECIFICATIONS**

The TOWN shall require submission of competency with the Bid which shall not be construed as an acceptance of the BIDDER as a qualified, responsible BIDDER. The BIDDER, if requested, shall be required to furnish the following information:

- (a) An itemized list of the bidder's equipment available for use on the Contract;
- (b) Evidence that the BIDDER is in good standing under the laws of the State of Rhode Island, and, in the case of corporations organized under the laws of any other state, evidence that the BIDDER is licensed to do business and in good standing under the laws of the State of Rhode Island or sworn statement that it will take all necessary action to become so licensed if its Proposal is accepted.
- (c) Evidence that the BIDDER is capable of commencing performance as required in the Contract Documents. The BIDDER shall state and show evidence of sewer main utility work for a minimum period of five (5) years.
- (d) Given the depth of excavation required for the Wastewater, the BIDDER, as a minimum, must retain the following equipment:
  - 1. 3/4 yard excavator
  - 2. 55 HP rubber tire backhoe
  - 3. 70,000 GVW ton dump truck with trailer
  - 4. 8 ton bulldozer
  - 5. mini-excavator
  - 6. Pumps, saws, tapping machines, hand tools and other equipment as necessary to perform aforementioned work.

### **22. DISQUALIFICATION OF BIDDERS**

Although not intended to be an exhaustive list of causes for disqualification, any one (1) or more of the following causes, among others, may be considered sufficient for the disqualification of a BIDDER and rejection of their Bid:

- (a) Evidence of collusion among BIDDERS;
- (b) Lack of competency as revealed by either financial statements, experience or equipment statements as submitted or other factors;
- (c) Lack of responsibility as shown by past work, judged from the standpoint of workmanship;
- (d) Default on a previous municipal contract for failure to perform.

### **23. BASIS OF THE BIDS**

Bids for the installation of sewer service laterals are solicited on the basis of quality and rates for each type of work. Bids will be compared on the basis of the summation of the

## BID SPECIFICATIONS

rates bid. The rates, as written out in words in the Bid, shall govern and any errors found will be corrected.

### 24. QUANTITIES

The TOWN cannot, nor will not, guarantee a minimum or maximum number of Wastewater services or repairs.

The TOWN also reserves the right to perform any of the services described in this document throughout the contract period as it deems necessary.

### 25. CONTRACT PERIOD

This Contract shall be for the period January 1, 2017 through December 31, 2017, inclusive. At the sole discretion of the Town, and with the concurrence of the Vendor, this contract may be extended on a year to year basis in annual increments, subject to the same contract conditions, terms, and originally-accepted bid prices.

### 26. INDEMNITY

The BIDDER shall indemnify and save harmless the TOWN, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees to the extent resulting from a willful or negligent act or omission of the BIDDER, its officers, agents, servants and employees in the performance of this Specification; provided, however, that the BIDDER shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Contract or a willful or negligent act or omission of the TOWN, its officers, agents and employees.

### 27. AWARD OF BID

Award of Bid shall be made to the lowest qualified BIDDER. The following criteria shall be reviewed during evaluation:

Ability to meet:

- Proposal Security and Evidence of Insurance, as stated above;
- Scope of Work, as stated above;
- Competency of BIDDER, as stated above;
- Basis of Bids.

### 28. TERMINATION OF CONTRACT

## BID SPECIFICATIONS

In the event that either party hereto shall default in its obligations substantially to perform in accordance with the terms of this Contract, the other party may demand, in writing, that such default be cured within thirty (30) days. Where the defaulting party has failed to cure within the foregoing timeframe, the other party may then terminate this Agreement by giving fifteen (15) days written notice of termination provided, however, that where compliance with the terms of this Section may put the terminating party in non-compliance with any federal or state law, regulation, administrative or court order, or any other legal requirement, then, in that event, the terminating party may terminate this Agreement by giving 48 hours written notice to the other party.

BID FORM

1. WEEKDAY HOURLY SERVICE

- 1a. Weekday Hourly Work (Backhoe) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) 7:00 a.m. - 4:00 p.m., Monday - Friday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

- 1b. Weekday Hourly Work (Excavator) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) 7:00 a.m. - 4:00 p.m., Monday - Friday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

- 1c. Weekday Hourly Work (Mini-Excavator) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) 7:00 a.m. - 4:00 p.m., Monday - Friday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

- 1d. Weekday Hourly Work (10-Wheel Dump Truck) - Hourly hauling services (price includes labor and transportation) 7:00 a.m. - 4:00 p.m., Monday - Friday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

**BID FORM**

1e. Weekday Hourly Work (Tri-axle Dump Truck) - Hourly hauling services (price includes labor and transportation) 7:00 a.m. - 4:00 p.m., Monday - Friday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

1f. Weekday Hourly Work - Labor - Cost for each laborer as requested by the Town.

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

BID FORM

2. AFTER HOUR/WEEKEND HOURLY SERVICE

2a. After Hours/Weekend Hourly Work (Backhoe) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) 4:00 p.m. - 7:00 a.m. - Monday - Friday, all day Saturday and Sunday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars Per Hour  
(Written Amount)

2b. After Hours/Weekend Hourly Work (Excavator) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) 4:00 p.m. - 7:00 a.m. - Monday - Friday, all day Saturday and Sunday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

2c. After Hours/Weekend Hourly Work (Mini-Excavator) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) 4:00 p.m. - 7:00 a.m. - Monday - Friday, all day Saturday and Sunday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

2d. After Hours/Weekend Hourly Work (10-Wheel Dump Truck) - Hourly hauling services (price includes labor and transportation) 4:00 p.m. - 7:00 a.m. - Monday - Friday, all day Saturday and Sunday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

**BID FORM**

2e. After Hours/Weekend Hourly Work (Tri-axle Dump Truck) - Hourly hauling services (price includes labor and transportation) 4:00 p.m. - 7:00 a.m. - Monday - Friday, all day Saturday and Sunday

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

2f. After Hours/Weekend Hourly Work - Labor - Cost for each laborer as requested by the Town.

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

BID FORM

3. HOLIDAY HOURLY SERVICE

3a. Holiday Hourly Work (Backhoe) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) - Holidays

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

3b. Holiday Hourly Work (Excavator) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) - Holidays

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

3c. Holiday Hourly Work (Mini-Excavator) - Hourly excavating services (price includes excavating, truck, trailer and all other necessary equipment, labor and transportation) - Holidays

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

3d. Holiday Hourly Work (10-Wheel Dump Truck) - Hourly hauling services (price includes labor and transportation) - Holidays

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

BID FORM

3e. Holiday Hourly Work (Tri-axle Dump Truck) - Hourly hauling services (price includes labor and transportation) - Holidays

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

3f. Holiday Hourly Work - Labor - Cost for each laborer as requested by the Town.

\$ \_\_\_\_\_ per Hour  
(Numerical Amount)

\_\_\_\_\_ Dollars per Hour  
(Written Amount)

**BID FORM**

Submitted by:

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Name

---

Title

---

Company

---

Street

---

City/Town

---

State, Zip Code

---

Telephone Number

Date

---

Authorized Signature

# TOWN OF WEST WARWICK

## GENERAL SPECIFICATIONS FOR BIDDERS

### 1. Receipt and Opening of Proposals:

Sealed proposals (bids) will be accepted and stamped upon receipt in the Finance Department 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.

### 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: Finance Dept - Bid  
Town of West Warwick  
1170 Main Street  
West Warwick, RI 02893**

- b. Envelopes containing bids must be sealed addressed to the Finance Department 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:

The Town of West Warwick 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:

The Town of West Warwick is exempt from payment of excise or federal transportation tax. The price bid must be exclusive of taxes and will be so construed. The Town of West Warwick will issue the necessary certificate.

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:

Unless otherwise specified, the Town of West Warwick reserves the right to make awards by item or items, as may be in the best interest of the Town of West Warwick. 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 Finance Department. 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 Town of West Warwick, attn: Finance Director, 1170 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, the Town of West Warwick. Deliveries must consist only of new merchandise or equipment and shall be made between 8:30 a.m. and 4:00 p.m. Monday thru 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 the Town of West Warwick.

12. Qualification of Bidder:

The Town of West Warwick 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 Town of West Warwick all such information and data for this purpose as the Town may request.

The Town of West Warwick reserves the right to reject any bid if the evidence submitted by, or investigations of such bidder fails to satisfy the Town of West Warwick 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:

If requested in the Invitation to Bid, 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 the Town of West Warwick, 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 the Town of West Warwick 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 the Town of West Warwick, 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 (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 the Town of West Warwick 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, the Town of West Warwick will undertake the clean-up 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 the Town of West Warwick. Under this guarantee, the Contractor shall replace or repair all defective workmanship and material at no additional cost to the Town of West Warwick. 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 the Town of West Warwick.*

22. Insurance:

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 Town of West Warwick prior to the start of any work.

23. Taxpayers, Delinquent – Contracts

The Town of West Warwick 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.