

TOWN OF NARRAGANSETT PURCHASING DEPARTMENT

STREET SWEEPING DISPOSAL AND MISCELLANEOUS TRUCKING SERVICES



Susan W. Gallagher, Purchasing Manager
Michael DiCicco, Director of Public Works

Bid Opening: Monday, December 9, 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 **STREET SWEEPINGS DISPOSAL & MISCELLANEOUS TRUCKING SERVICES** on or before **11:00 a.m.** on **Monday, December 9, 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)

STREET SWEEPINGS DISPOSAL & MISCELLANEOUS TRUCKING 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.

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

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, 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. Discounts for a period less than thirty (30) days may not be considered.

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 and shall be made between 8:30 a.m. and 3:00 p.m., Monday thru 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. Bond/Surety

Contractor awarded a contract with a contract price in excess of five thousand dollars (\$5,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company

authorized to do business in the State of Rhode island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

14. 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 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. Contractor's Commercial General Liability Insurance

The CONTRACTOR shall carry Commercial General Liability Insurance (CGL) with broad form of Contractual General Liability Endorsement attached, providing for a per occurrence limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injury or property damage. If CONTRACTOR'S CGL policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the Town of Narragansett and name the Town of Narragansett as an Additional Insured to the policy.

C. Professional Liability Insurance

The CONTRACTOR shall carry and maintain 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 injury and/or property damage. If Contractor's Professional Liability policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The contract will provide evidence of its Professional Liability policy to the Town of Narragansett. The Contractor will provide evidence of its Professional Liability policy to the Town of Narragansett

D. Comprehensive Automobile Liability and Property Damage Insurance

The CONTRACTOR shall carry and maintain in full force at all times during the engagement Comprehensive Automobile Liability Insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. The Contractor will provide evidence of its auto liability policy to the Town of Narragansett and name the Town of Narragansett as an Additional Insured to the policy.

E. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Commercial General Liability insurance policy or policies hereinabove required to be furnished by the CONTRACTOR, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting therefrom.
4. The Contractor will maintain in full force and at all times during this engagement the insurance covering special hazards with a limit of liability in the amount of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injury and/or property damage. If the Contractor's Special hazards insurance policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. Evidence of the Contractor's special hazards insurance policy or Endorsement of such special hazard coverage to the Commercial General Liability policy must be provided to the Town of Narragansett and name the Town of Narragansett as an Additional Insured to the policy.

5. The Contractor shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

F. Builders Risk Insurance

Prior to the commencement of the project work, the CONTRACTOR shall carry and maintain BUILDERS' RISK INSURANCE against loss by fire, lightning, windstorm, hurricane, cyclone, tornado, hail, explosion, riot, riot attending strike, aircraft, smoke and vehicle damage, vandalism, and malicious mischief upon all Work in place and all material stored at the building site, whether or not covered by partial payments made by the OWNER. This insurance shall be in an amount equal to 100 percent (100%) of the insurable portion of the Project and shall be for the benefit of the OWNER, the CONTRACTOR, and each subcontractor, as their interest may respectively appear.

If there are any existing, adjacent or adjoining structures presently used by the OWNER, the risk of the existing adjacent or adjoining structures will be borne by the OWNER.

Evidence of the Contractor's Builders' Risk insurance must be provided to the Town of Narragansett before the commencement of the engagement.

15. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under

this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

16. Wage Rates

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor.

17. 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.

**TOWN OF NARRAGANSETT
DEPARTMENT OF PUBLIC WORKS**

**TECHNICAL SPECIFICATIONS
STREET SWEEPINGS DISPOSAL & MISCELLANEOUS TRUCKING SERVICES**

The Town of Narragansett is currently accepting bids for Street Sweeping Disposal and Miscellaneous Trucking Services as required by the Public Works Department and that meet the following specifications:

Bid Item #1: Street Sweepings Disposal (haul only)

The street sweepings and material collected from catch basins stockpiled at the DPW Westmoreland Street Maintenance Facility will be loaded onto trucks provided by the contractor by DPW operators using a DPW 3 cubic yard front end loader. Contractor will haul the street sweepings to the Rhode Island Resource Recovery Corporation Facility (RIRRC) in Johnston, RI where they are approved for use as landfill cover.

Quantities

The bidder shall be aware that unit quantities for this quotation are approximated and are offered solely to establish a reliable unit price.

The estimated total quantity of street sweepings that will be hauled during this contract period is estimated to be 1,000 – 1,500 cubic yards. Depending upon the time of year and the availability of storage space at the DPW maintenance facility, the DPW may request that the contractor periodically haul lesser amounts of sweepings.

Procedures and Conditions of Work

Commencement of the initial work on this project will be no later than ten (10) days after the issuance of a purchase order and will proceed without interruption (except for inclement weather) until the requested hauling is complete. The contractor shall complete the requested work within thirty (30) calendar days of the start date. Loading at the DPW facility must occur during regular work hours, Monday through Friday between 7:00am and 3:30pm.

The contractor is to provide the Town with a manifest/weight slip for each load identifying that the sweepings were delivered to RIRRC as specified. The contractor is not responsible for any disposal costs as part of this contract.

Bidders must satisfy themselves, by inspection of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to the work which will be performed, and the contractor must employ, so far as possible, such methods and means in the carrying out of their work as will not cause any interruption or interference with other

DPW facility activities and a minimum of inconvenience and/or injury to other persons and property.

The Department of Public Works (DPW) shall be the judge of the character, nature and fitness of all the work done and services furnished under this contract, and of the amount, quality and classifications of the several kinds of work for which payment is made, and the Department shall decide as to the meaning, intent and performance of this contract. The entire work shall be done under DPW staff supervision, and to their satisfaction. Estimates and decisions upon all questions relating to said work shall be a condition precedent to the right of the Contractor to payments under this agreement.

Transport and Disposal

The Contractor shall haul the street sweepings from the DPW Westmoreland Street Facility in vehicles supplied and maintained by the Contractor.

Vehicles shall be compatible with the DPW Facility and RIRRC landfill and shall be of sufficient quantity and type to efficiently perform the work specified herein without interruption (minimum truck size is 10 wheel/18 CY).

The Contractor shall be responsible for the maintenance, fueling and other expenses of all hauling equipment.

The Contractor shall be responsible for the operating of his/her equipment at the DPW Facility and landfill in such a manner that will not harm the facilities in any way. All sweepings hauled by the Contractor shall be so contained and covered that leaking, spilling or blowing are prevented. In case of spillage or leakage at any time or location, the Contractor shall take immediate action to satisfactorily clean up and remove any such materials.

The Contractor's drivers, equipment and methods of operation shall conform to all Federal, State and Local governmental regulations, which are pertinent (i.e. Commercial Drivers License, Federal DOT Alcohol and Drug Testing Regulations, etc.).

All vehicles shall be operated by qualified drivers.

Contractor shall comply with all highway load weight restrictions.

Bid Item #2: Miscellaneous Trucking Services

Per hour trucking service provided on a will call basis through-out the year as needed by the Town of Narragansett.

Scope of Work

Miscellaneous trucking may consist of hauling road construction debris, brush and tree

debris and various pieces of equipment.

Quantities

The bidder shall be aware that payment for work under this item will be at the quoted hourly rate for that equipment for the hours that the service is provided.

Procedures and Conditions of Work

The contractor shall respond within two (2) calendar days of a request for miscellaneous trucking service.

All other Procedures and Conditions of Work under Bid Item #1 shall apply.

Transport and Disposal

The Contractor shall haul the said debris or equipment to or from the Highway Garage or such other locations as may be required by the DPW in vehicles supplied and maintained by the Contractor.

All other requirements regarding Transport and Disposal under Bid Item #1 shall apply with the exception of the adjustment for mileage clause.

Hours of Operation

The hours of operation of the Narragansett Highway Garage, 260 Westmoreland Street, Narragansett, RI are: Monday through Friday from 7:00 AM to 3:30 PM. The facility is closed Saturdays, Sundays and legal holidays unless otherwise stated by the Town of Narragansett. Contact person: Michael DiCicco, Director, 401-782-0687.

Other Responsibilities

The Contractor shall pay all required taxes, registrations and any other fees, which may be assessed against his property and/or vehicles.

Contractor will bear the total cost of any and all fines incurred as a result of not complying with Federal, State or Local Laws governing any portion of the operation and disposal of material.

The Contractor will 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 attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants and employees in the performance of this Contract; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and

attorney's 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.

Measurement and Payment

All materials hauled under Bid Item #1 of this contract will be measured by the DPW according to United States standard measure.

The method of measurement and computations to be used in determination of quantities of materials hauled under the contract will be those methods generally recognized as conforming to good engineering practice.

The quantity of materials determined for payment will be by the cubic yard.

Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of loading. Vehicles for this purpose may be of any size or type acceptable to the Director of Public Works, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity and all loads shall be leveled when the vehicles arrive at the point of delivery, or the heap computed for quantity to the satisfaction of the Director of Public Works.

Trucks used to haul street sweepings shall be measured empty and each truck shall bear a plainly legible identification marker. Trucks will then proceed to be loaded with street sweepings for hauling to RIRRC.

The Contractor is to provide the Town with a manifest for each per hour load contracted under Bid Item #2 identifying that the road construction materials or brush and tree debris and equipment were delivered to locations as specified by the Town of Narragansett DPW with time of start and time of completion recorded on each slip.

Disaster Recovery Services

From time to time, including but not specifically limited to declared disasters from man-made or natural events, the Town may use this contract for disaster recovery and emergency response activities including debris removal. The Contractor must comply with all the Stafford Act and all federal (FEMA) and state (RIEMA) public assistance program preferences, guidelines, rules, and regulations.

Contract Period

All bid prices shall remain in effect for a one-year period from the date of award (tentatively January 6, 2020).

The Town reserves the right to extend the term of this agreement annually (beginning January 2021), upon agreement by the vendor. Nothing herein shall obligate the Town to

any such extension. All bid prices contained within the accepted proposal must be held for the original and extended term or terms, should said agreement to extend the term or terms take effect.

REFERENCES

The bidder is required to state below the work of a similar character to that included in the proposed contract and give references which will enable the Town of Narragansett to make inquiries and judge as to his/her experience, skill, available financial resources, credit and business standing.

Provide reference names, company name or organization, telephone numbers, type of work performed, etc.

EQUIPMENT TO BE USED

Please list the types and capacities of equipment available to be used during the project operation:

B I D F O R M
STREET SWEEPINGS DISPOSAL & MISCELLANEOUS TRUCKING SERVICES

Pursuant to and in compliance with the INVITATION TO BID, and the INSTRUCTIONS TO BIDDERS relating thereto, the undersigned bidder hereby states that he (they or it) has 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 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 Contract Price: Haul Street Sweepings (per cubic yard)

	\$	
(written)		(figures)

Bid Item #2 Contract Price: Miscellaneous Trucking (per hour)

10 Wheel Dump	\$	
(written)		(figures)

Tri-Axle Dump	\$	
(written)		(figures)

Trailer Dump	\$	
(written)		(figures)

Equipment Trailer (Lowboy)	\$	
(written)		(figures)

BUSINESS NAME: _____

ADDRESS: _____

SIGNED: _____

TITLE: _____

PRINT NAME: _____

DATE: _____

PHONE: _____

FAX: _____

E-MAIL: _____

FIN: _____
(Federal ID Number)