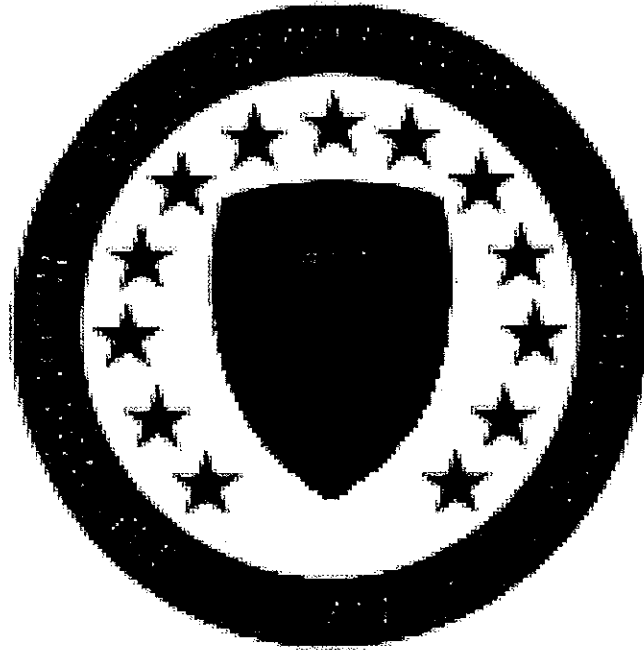


TOWN OF COVENTRY  
DEPARTMENT OF PUBLIC WORKS



SPECIFICATIONS FOR  
CEMETERY GROUNDS MAINTENANCE  
TOWN OF COVENTRY, RI

DECEMBER 2018



**TOWN OF COVENTRY  
DEPARTMENT OF PUBLIC WORKS  
1670 Flat River Road, Coventry, RI 02816  
401-822-9183 Fax 401-822-9141  
INVITATION TO BID**

**MINIMUM SPECIFICATIONS**

Sealed bids will be received at the Office of the Town Clerk, Town of Coventry, Town Hall, 1670 Flat River Road, Coventry, RI 02816, until 10:00AM, on January 04, 2019, at which time they will be opened and read aloud. The award of the contract will be made by the Town Council as soon thereafter as practical.

The Town of Coventry reserves the right to reject any or all bids, to waive any formalities in a bid, to make awards to separate bidders, to make awards to more than one bidder or to accept that bid or bids which in the judgment of the awarding authority is in the best interest of the Town.

Specifications and information for bidders may be obtained at the Office of Department of Public Works. Bids are to be submitted on forms furnished by the Town and completed bid forms are to be deposited with the Town Clerk no later than 10:00AM, on January 04, 2019.

The Bid Envelope must be clearly marked "**CEMETERY GROUNDS MAINTENANCE BID**".

TOWN OF COVENTRY

Joanne Amitrano  
Town Clerk

## INFORMATION OF BIDDERS

### CEMETERY GROUNDS MAINTENANCE

#### 1.0 GENERAL CONDITIONS

1. Use the bid form furnished with this invitation and complete all spaces provided on the bid form. Failure to provide information may invalidate the bid.
2. The Town of Coventry reserves the right to refuse any and all parts of any bid.
3. Any variance to the requested specification shall be specifically stated by the bidder on the bid form.
4. The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Bid, and the Owner does not expressly or by implication represent that the actual quantities will correspond therewith but does call particular attention to the uncertainty of the quantities involved which cannot be predicted in advance. Under the Bid, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.
5. Bid must specify any and all warranties and include a full descriptive brochure describing in detail the material being bid.
6. Bids should reflect any and all discounts and be quoted FOB Coventry, Rhode Island.
7. Bids shall be sealed, shall be delivered to the Town Clerk prior to closing date and time and the envelope shall be clearly marked as indicated in the Invitation to Bid notice.
8. The bidder shall comply with all laws of the United States, the State of Rhode Island and all local ordinances.
9. If any further information is needed please contact Kevin McGee at (401) 822-9183.
10. Materials and equipment purchased for installation under this contract are exempt from the Rhode Island Sales Tax. The exemption from the Sales Tax shall be taken into account by the Contractor during the bidding.
11. Bids may be withdrawn personally or on written or telegraphic request dispatched by the bidder in time for delivery during the normal course of business prior to the time fixed for the opening, provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for the opening of the bids. Negligence on the part of the bidder in preparing their bid confers no right of withdrawal or modification of their bid after such bid has been opened.

No bidder may withdraw their bid within ninety (90) days after the actual date of the opening thereof.

## **MINIMUM SPECIFICATIONS**

### **CEMETERY GROUNDS MAINTENANCE**

#### **2.0 SCOPE OF SPECIFICATION**

The Town of Coventry is seeking interested companies to perform grass cutting and lot maintenance services to cemetery lots under perpetual care in the Town of Coventry.

#### **2.1 SERVICES REQUIRED**

The services shall be provided in a time frame that will provide that all lots under care shall be cleaned and cut in preparation for Memorial Day and continue through the end of October each year or on first frost, whichever is later. Memorial Day preparation shall mean that all lots shall be free of debris/leaves and cut to length not to exceed two inches (2"). Monthly cutting of grass shall not allow grass to exceed 4" in height.

The contractor awarded the bid shall be allowed to dump all Cemetery yard waste at the Coventry transfer station, this may be withdrawn if other yard waste is determined to be dumped at the Transfer Station.

Contractor agrees to provide perpetual care services to Town Cemeteries. Any charges for cleaning heavy debris in preparation of acceptance of care can be negotiated between the contractor and owner. Future additional plots added to the perpetual care list during the season will be taken care of by the contractor for a negotiated price

#### **2.2 DURATION OF CONTRACT**

Contract period shall be for three (3) years; 2019/2020, 2020/2021, 2021/2022 with an annual contract price per year shall be listed on the bid sheet. Annual bid amount will be broken down into monthly payments April thru October. There are forty one (41) perpetual care cemeteries which are listed with this bid.

#### **2.3 INSURANCES REQUIRED**

It is requested that all bidders must provide to the town certificates of insurance for workers compensation and liability insurance with a limit of \$1,000,000.

#### **2.4 BID PROPOSAL SUBMITTALS**

Please submit proposals to the Coventry Town Clerk, 1670 Flat River Road, Coventry, RI 02816 including Bid Form and Insurance Certificates.

**Town of Coventry  
Public Works Department  
1670 Flat River Road  
Coventry, Rhode Island 02816  
(401) 822-9183**

**BID FORM  
CEMETERY GROUNDS MAINTENANCE**

2016-2020 Forty One (41) Cemeteries for Perpetual Care

April 2019 – October 2020 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

April 2020 – October 2021 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

April 2021 – October 2022 \_\_\_\_\_ Dollars \$ \_\_\_\_\_

Spring Cleanup, Leaves, Branches and deliterous materials minimum 3-person crew, with truck and all equipment: \$ \_\_\_\_\_ Dollars

Fall Cleanup, Leaves, Branches and deliterous materials minimum 3-person crew, with truck and all equipment: \$ \_\_\_\_\_ Dollars

Hourly Rate for a 3-person crew with truck and equipment: \$ \_\_\_\_\_ Dollars

**Total Service:** \$ \_\_\_\_\_ **Dollars**

The undersigned bidder ( s ) submitting this proposal, hereby declares and agrees to furnish and deliver the materials and, or, equipment listed above and in accordance with all terms, conditions and requirements of the Bid Invitation and the Specifications and General Conditions contained therein.

PRINT NAME AND ADDRESS OF COMPANY

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Print Name and

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Title

\_\_\_\_\_  
Fax

REFERENCES

NAME

ADDRESS

PHONE #

1.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	No.	CEMETERY	GRAVES
1	1	POTTER LOT	1
2	5	GALLOP CEMETERY-NEXT TO WOODPECKER	1
3	9	FAIRBANKS	1
4	10	FISKE CEMETERY	1
5	12	HOPKINS HOLLOW CEMETERY	ALL OF CEM.
6	13	VAUGHN-WATERMAN CEMETARY-WATERMAN HILL RD.	4
7	14	TEW CEMETERY-RT. 14	2
8	19	HALL CEMETERY - RT. 102	2
9	21	BOWEN HILL RD. BETTY PARK	2
10	22	BOWEN HILL RD HAWKINS CEMETERY	1
11	30	PINE GROVE CEMETERY	97
12	31	RICHARDSON RD - ANDREWS CEMETERY	1
13	34	HAMMETT CEMETERY-MAPLE VALLEY RD	1
14	39	FRANKLIN CEMETERY	1
15	41	GOFF CEMETERY - OLD RT 117	1
16/17	42/43	ACID WORKER-ARNOLDCEMETERY RT 117 WHITEHEAD LOT	1
17	48	MAGNOLIA LANE - WOOD CEMETERY	1
18	49	MAPLE ROOT ANNEX	1
19	50	PLAINLAND CEMETERY	104
20	53	COLVINTOWN CEMETERY	109
21	56	CHACE CEMETERY - BLACKROCK RD. BALLFIELD	1
22	59	GREENWOOD CEMETERY	1
23	60	BRIGGS LOT	113
24	61	ABBOTTS CROSSING RD.	1
25	65	P.N.A. - QUAKER CEMETERY	1
26	66	WOODLAND CEMETERY	1
27	68	WOOD ST.	1
28	69	OAKLAND CEMENTERY	1
29	102	BOWEN CEMETERY	334
30	109	MANCHESTER CEMETERY	1
31	112	MONROE DRIVE	91
32	116	BRANDT CEMETERY	1
33	117	CLARKE CEMETERY - COLVIN CEMETERY	2
34	121	KNOTTY OAK SHORES	2
35	122	READ CEMETERY - WHITEHEAD ROAD	1
36	134	ARROWWOOD	1
37	135	MAPLEROOT CEMETERY	ALL OF CEM
38	142	NATHANEAL CHASE LOT	83
39	143	CALEB BAKER LOT	ALL OF CEM
40	165	ABBOTTS CROSSING RD. - SEFFIELD WAITE	ALL OF CEM
41	111	BATTEY FAMILY CEMETERY-OFF HOPKINS HILL Rd.	ALL OF CEM

## **INSTRUCTIONS TO VENDORS**

### **1. BIDS/PROPOSALS:**

Instruction forms and specifications may be obtained in person, online or by mail at the [office], [building], [address/street, Coventry RI 02816]. Sealed bids or proposals will only be accepted by the Town of Coventry, if submitted in accordance with these instructions, the General Conditions and any other attached specifications.

### **2. QUALIFICATIONS:**

The Town may make such investigation as it deems necessary to determine the ability of the Bidder to furnish the services and the Bidder shall furnish to the Town all such information and data for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by the Bidder or an investigation of such Bidder fails to satisfy the Town that such Bidder is properly qualified to carry out the obligations of the contract.

### **3. REQUIRED ATTACHMENTS TO BIDS:**

Each bid shall be accompanied by the following which are attached herewith:

- a. Notarized affidavit (non-collusion oath) executed by the Bidder, or if the Bidder is a corporation, executed by a duly authorized representative of the corporation;
- b. Vendor responsibility form; and
- c. Equal Opportunity Employer form.

### **4. ACCEPTANCE OR REJECTION OF BIDS RESERVATIONS:**

The Town will accept or reject bids within ninety (90) days of the date after the bids are opened. The Town reserves the right to reject or accept any or all bids or portion thereof where such acceptance or rejection would, in the Town's sole discretion, be in the best interest of the Town, and further reserves the right to reduce or modify the scope of the project in order to meet funding limits, budget and scheduling constraints.

### **5. ADDENDA:**

Any addenda, including response(s) to bidders questions, issued after the request for bids are distributed shall be covered in the bid, and in closing the contract they shall become a part thereof.



## **6. SPECIFICATIONS:**

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made in writing to the Town before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the RFP and specifications.

## **GENERAL CONDITIONS**

### **1. RESERVATIONS:**

- a. The Town reserves the right to waive formalities or technicalities in bids as the interests of the Town may require.
- b. The Town may waive minor differences in specifications provided these differences do not violate the intent of the specification or materially affect the operation for which the item is being acquired.
- c. Bids which show omission, irregularity, alteration of forms, or additions not called for, and conditional or unconditional, unresponsive bids or bids obviously unbalanced may be rejected.
- d. The Town reserves the right to award contracts on a lump sum or an individual item basis or such combination thereof as the interests of the Town may require.
- e. If in the Town's judgment, the Town's best interest will be served by doing so, the Town reserves the right to reject any and/or all bids; to accept a portion of a bid or bids only; to advertise for new bids; to proceed to do the work otherwise; or to abandon the work.

### **2. DISPUTES:**

In cases of disputes as to whether or not an item or service quoted or delivered meets the specifications, the decision of the Town shall be final and binding on both parties.

### **3. FAILURE TO DELIVER:**

In the event the Contractor fails to deliver the services and materials covered by the contract and in accordance with the delivery terms stipulated in the contract, then the Town will have the right to purchase on the open market the services and/or materials covered in the Bid Proposal and shall have as damages the cost of obtaining such services and/or materials and any additional costs incurred by the Town as a result thereof.

### **4. INSURANCE:**

The Contractor shall maintain such commercial general liability and broad form property damage insurance and Workers' Compensation Insurance as will protect the Town from any and all claims under Workers' Compensation Acts, and from any other claims for loss or damages or for general injury or damage to property which may arise from Contractor's operations under the contract; whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. Certificate of Insurance shall be on an occurrences basis.

**The Contractor shall name the Town as additional insured to the required insurance policy and will furnish a Certificate of Insurance or other acceptable evidence of insurance coverage to the Town within ten (10) days from date of award, but in no event later than the date of execution of the Contract.**

- a. **Comprehensive Liability Insurance:** Limits of Coverage (Applies ONLY to Contractors performing services in and/or for the Town; NOT for supply only Contracts ) Limits of coverage for commercial general liability and broad form property damages coverage are to be no less than One Million Dollars (\$1,000,000.00) occurrence/One Million Dollars (\$1,000,000.00) aggregate personal injury and death and One Million Dollars (\$1,000,000.00) property damage. One Million Dollars (\$1,000,000.00) aggregate, where insurance aggregates apply.

**b. Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Rhode Island law and covering every vehicle and driver involved in providing the services, in the following amounts:

- (1) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
- (2) Property damage liability with a limit of \$100,000 each accident.

**c. Workers' Compensation:** Contractor shall maintain Worker's Compensation coverage for the duration of the contract. Evidence of coverage must be presented before the final contract is signed by the Town.

#### **5. INDEMNIFICATION:**

The successful bidder will be required to indemnify, defend and hold the Town harmless against any and all liability to any person or persons for or by any reason of any condition or malfunction of the materials used, and against any and all claims made or liability to any person or persons by reason of any act or omission or negligence of the bidder or any of its agents, servants, or employees. This indemnification shall include reasonable attorney's fees incurred by the Town in connection with such claim or liability.

#### **6. INSPECTIONS:**

The Town has the right to inspect and test all services and materials called for by the contract, to the extent practicable at all times and places during the term of the contract. The Town shall perform inspections and tests in a manner that will not unduly delay the work. If any of the services and/or materials do not conform to contract specifications, the Town may require the contractor to perform the service or again provide a replacement product in conformity with contract specifications, at no increase in contract amount.

**VENDOR RESPONSIBILITY FORM**

*(A separate sheet of paper may be used if necessary)*

1. Summarize briefly your experience in providing the commodities or service outlined in the attached specifications:

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2. List the names and addresses of three (3) firms, **with telephone numbers and contact person**, for which you have provided similar commodities or services:

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3. List the name and address of one bank or other institution that can provide the Town with an adequate credit reference:

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Federal I.D. #

Name of Bidder: \_\_\_\_\_

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

\_\_\_\_\_

Telephone #:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Typed Name and Title

**EQUAL OPPORTUNITY EMPLOYER**

This company provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, This company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

This company expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

Bidder: \_\_\_\_\_  
Type/Print Name of Company

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

Town/State: \_\_\_\_\_  
Zip Code

By: \_\_\_\_\_  
Signature of Person Authorized to Sign Bid

\_\_\_\_\_  
Type/Print Name and Title of Person  
Authorized to Sign Bid

Town of Coventry, RI

STATEMENT UNDER OATH TO ACCOMPANY BID

The bidder represents, and it is a condition of the acceptance of this bid, that the bidder has not been a party with other bidders to any agreement to bid a fixed or uniform price.

ATTEST/WITNESS

\_\_\_\_\_

Name of Bidder-Type/Print

\_\_\_\_\_

By: \_\_\_\_\_

Signature of Person Authorized to Sign

\_\_\_\_\_

Name and Title of Signatory (Type or Print)

STATE OF \_\_\_\_\_

LOCALITY OF \_\_\_\_\_, TO WIT:

On this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_, before the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed on the foregoing instrument for the purposes therein contained. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. This sworn statement shall be in the form of an affidavit executed and sworn to by the successful bidder before a person who is authorized by the Laws of this State to administer oaths. If the original of such sworn statement is not signed and submitted, the bid will not be considered responsible.

In order to comply with the above-noted Section 112(c), every bidder must complete the required certification statement.

A bidder will not be considered for award of contract under this invitation for bid unless such bidder completes the following required certification statement prescribed below:

To the Town of Coventry

STATE OF RHODE ISLAND

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ (name of party signing affidavit) \_\_\_\_\_ (title), being duly sworn, do depose and say: On behalf of \_\_\_\_\_ (name of Contractor), of \_\_\_\_\_ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Coventry contract.

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Signature and Seal of Notary Public