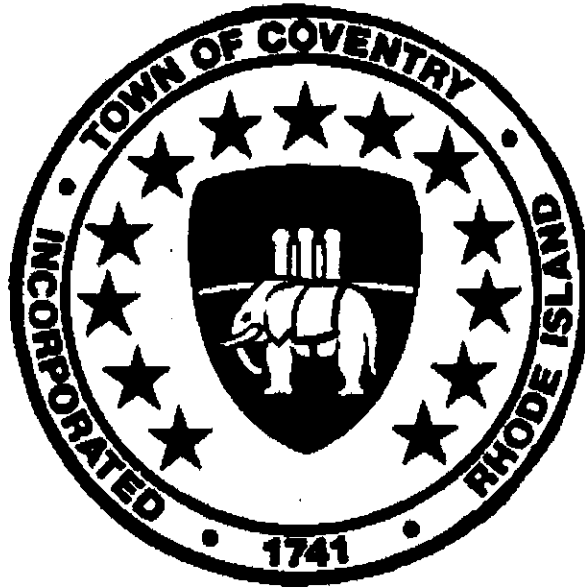
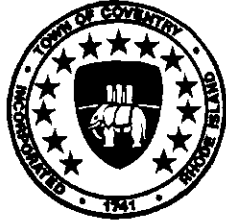


**SPECIFICATIONS FOR
CATCH BASIN CLEANING**



JANUARY 2019



TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS
1670 Flat River Road, Coventry, RI 02816
401-822-9183

INVITATION TO BID

CATCH BASIN CLEANING

Sealed bids will be received at the Office of the Town Clerk, Town of Coventry, Town Hall, 1670 Flat River Road, until 10:00 A.M. on January 4, 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.

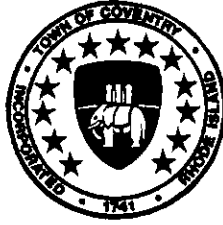
The Town of Coventry reserves the right to reject any or all bids, to waive any formalities in a bid, to make awards to separate bidders, to make awards to more than one bidder or to accept that bid or bids which in the judgment of the awarding authority is in the best interest of the Town.

Specifications and information for bidders may be obtained at the Office of Town Clerk. 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 10:00 A.M. on January 4, 2019.

The Bid Envelope must be clearly marked "**CATCH BASIN CLEANING**".

TOWN OF COVENTRY

Joanne Amitrano
Town Clerk



**TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS
1670 Flat River Road, Coventry, RI 02816
401-822-9183**

**BID FORM
2019-2020**

Make and Model, Year of Equipment to be used:

Catch Basins \$ _____ Each

Power Jetting as needed \$ _____ Hourly

The Town reserves the right to award these bid items to one or more companies based on lowest price per basin/hour as quoted herein.

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

NAME AND ADDRESS OF COMPANY

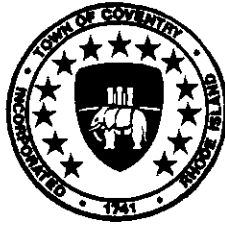
(Telephone Number & Fax Number)

Authorized Signature

Date

Name Printed

Title



TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS
1670 Flat River Road, Coventry, RI 02816
401-822-9183

BID FORM
2020-2021

Make and Model, Year of Equipment to be used:

Catch Basins \$ _____ Each

Power Jetting as needed \$ _____ Hourly

The Town reserves the right to award these bid items to one or more companies based on lowest price per basin/hour as quoted herein.

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

NAME AND ADDRESS OF COMPANY

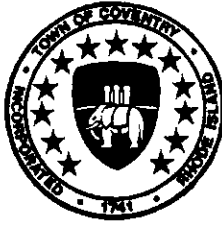
_____ (Telephone Number & Fax Number)

Authorized Signature

Date

Name Printed

Title



**TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS**
1670 Flat River Road, Coventry, RI 02816
401-822-9183

**BID FORM
2021-2022**

Make and Model, Year of Equipment to be used:

Catch Basins \$ _____ Each

Power Jetting as needed \$ _____ Hourly

The Town reserves the right to award these bid items to one or more companies based on lowest price per basin/hour as quoted herein.

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

NAME AND ADDRESS OF COMPANY

_____ (Telephone Number & Fax Number)

Authorized Signature

Date

Name Printed

Title

**SPECIFICATION
CATCH BASIN CLEANING**

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.

12. Bid prices will remain firm for the duration of the contract. This contract may be extended for additional yearly terms upon mutual agreement of the parties.

2.0 SCOPE:

This item of work shall furnish all labor, tools, equipment and materials necessary to perform the cleaning of not more than 2450 catch basins and storm drains using a Vacuum/Jetter Catch Basin Cleaning Truck. Contractor will perform jetting service on an hourly basis, as needed while cleaning catch basins.

3.0 APPLICABLE DOCUMENTS

Town maps are available if applicable.

4.0 REQUIREMENTS

The Town requires a pre-award demonstration of the equipment to be used. All work performed under the direction of the Director of Public Works. Access to water and a disposal site for the materials removed will be provided. All Bids shall be on per catch basin price and an hourly rate for additional work.

This contract may be canceled by the Town at its sole discretion.

The Contractor shall report daily to the Public Works office on the locations and quantity of basins cleaned.

The Contractor and crew must hold current licenses to perform this work in the State of Rhode Island.

5.0 TIME OF PERFORMANCE

Monday through Friday 7:00 a.m. to 3:30 p.m., Holidays excluded.

All work shall be performed in a neat and workmanlike manner.

6.0 TIME OF COMPLETION

The contractor shall be on call to work when requested. The work schedule shall be mutually agreed upon between the town and the contractor.

7.0 PROPRIETARY PRIVILEGES

The Town of Coventry reserves the exclusive right to perform any of the work covered by these specifications with its own personnel, if it is in the Town's best interest to do so.

The Town of Coventry reserves the right to award this bid in part or in whole.

The Town of Coventry reserves the right to cancel the contract immediately for failure to comply with these specifications.

8.0 MISCELLANEOUS PROVISIONS

The successful bidder must provide the Town, prior to award, a certificate of insurance naming the Town of Coventry as the additional insured on the policy and so stated on the certificate.

R.I. State Labor Laws Chapter 37-12 and 13 must be adhered to when applicable. The successful bidder must comply with all local, State and Federal Laws, when applicable.

Any equipment or property damaged by the successful bidder as a result of faulty workmanship negligence, or accident will be repaired or replaced at no cost to the Town.

9.0 PAYMENT

Payment shall be made at the rate shown on the bid form after satisfactory completion and inspection of work.

No adjustment for travel time to and from the job at the beginning or completion of work will be made.

Bid prices will remain firm for the duration of the contract. This contract may be extended for additional yearly terms upon mutual agreement of the parties.

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

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.

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.

1. 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:

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:

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

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: _____