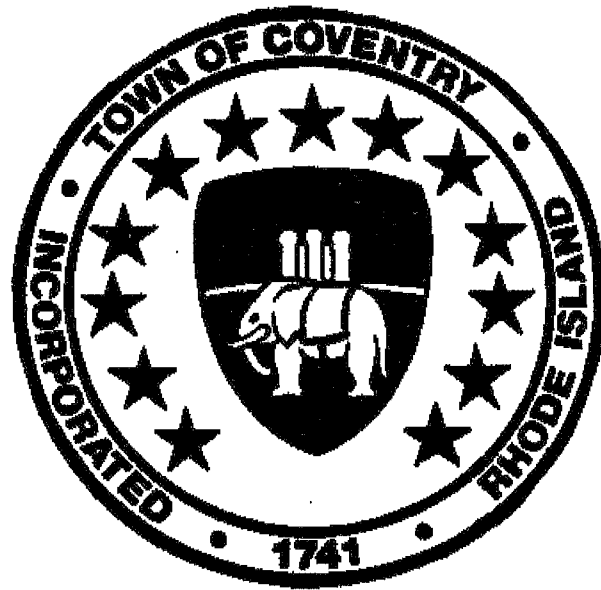


INVITATION for BID

40yd RECEIVER CONTAINERS



FEBRUARY 2024

INSTRUCTIONS TO VENDORS

1. BIDS/PROPOSALS:

Instruction forms and specifications may be obtained in person, online or by mail at the Town Clerk's Office, Town Hall, 1670 Flat River Road 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. This decision of the Town of Coventry is at its sole discretion.

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 bidder's 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.

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 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 occurrence's 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) and Contract's 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 of the services provided, 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 as 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 do not conform to contract specifications, the Town may require the contractor to perform the service or again provide a replacement service 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: _____

**TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS
1670 Flat River Road, Coventry, RI 02816
401-822-9111 Fax 401-822-9141**

INVITATION TO BID

40yd RECEIVER CONTAINERS

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 **March 21, 2024**, at which time they will be opened and read aloud. The award of the contract will be made by the Public Works Director 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 **March 21, 2024**.

The Bid Envelope must be clearly marked

“40YD RECEIVER CONTAINERS”

TOWN OF COVENTRY

Town Clerk

SPECIFICATIONS FOR

“40YD RECEIVER CONTAINERS”

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. Bids shall be sealed, shall be delivered to the Town Clerk prior to the closing date and time and the envelope shall be clearly marked as indicated in the Invitation for Bid notice.
4. The bidder shall comply with all laws of the United States, the State of Rhode Island and all local ordinances.
5. If any further information is needed, please contact Kevin McGee (401) 822-9183.
6. 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.

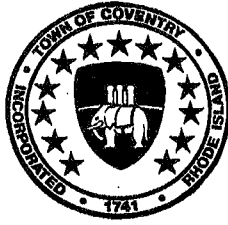
2.0 DOCUMENTS TO PROVIDE

Certificate of Insurance
Cut Sheet with Specifications

3.0 REQUIREMENTS

Bidder must provide/deliver (5) five 40YD Receiver Containers within 6-8 weeks

7GA Skid Rails
7GA Sides 3”CM 16” On Center
10GA Roof
Reinforced Door Opening



TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS
1670 Flat River Road, Coventry, RI 02816
401-822-9111 Fax 401-822-9141

BID FORM

40YD RECEIVER CONTAINERS

Provide (5) five 40YD Receiver Containers

_____ X \$ _____ Each \$ _____
Quantity Price Total Price Extended

\$ _____

Total Price in Words

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 Conditions and contained therein.

PRINT NAME AND ADDRESS OF COMPANY

_____ Date _____

Print Name of and Include Signature of Authorized / Date

_____ Telephone/Fax _____ Cell Phone