

TOWN OF GLOCESTER
Invitation for Bid
IFB 2019-01

Sealed bids, in quadruplicate, plainly marked “**Sealed Bid - IFB 2019-01 Road Sand**” will be received until 1:00 p.m. prevailing time, **DECEMBER 3, 2018** at the Office of the Finance Director, Town of Glocester, 1145 Putnam Pike, PO Drawer B, Chepachet, RI 02814-0702. They will be opened publicly at 1:15 p.m. prevailing time, **DECEMBER 3, 2018** in the Glocester Town Hall Council Chambers.

Bid documents can be obtained at the above office on or after **NOVEMBER 15, 2018** between the hours of 8:00 a.m. and 4:00 p.m. or on line at www.glocesterri.org.

Individuals requesting interpreter services for the hearing impaired must notify the Town Clerk at (401) 568-6206 or TDD at 568-1422 at least 72 hours in advance of the bid opening date.

Valley Breeze – **November 15, 2018**
Call # 938

**TOWN OF GLOCESTER
ROAD SAND
IFB 2019-01**

The Town of Gloucester is seeking bids on the following list of materials. Bids are to be made on a delivered to site basis and an alternate as a picked up price. The Town of Gloucester may pickup with our trucks or a designee. Material of inferior quality may be rejected by the Public Works Department. In event of poor quality or untimely delivery, the Town of Gloucester reserves the right to go to the next lowest bidder.

Road Sand (specifications attached)

Pricing to be on either a cubic yard basis or a per ton basis. Conversion factor used is 1 cubic yard = 1.5 ton. Quotations based on a per ton basis require certified scale delivery receipts with each load of material delivered. No rain day deliveries.

Pricing based per yard and to have written delivery slip to be signed by Gloucester DPW with each load as delivered.

TERM AND EXTENSION OF CONTRACT:

Term of Contract: January 1, 2019 – December 31, 2019

The municipality reserves the right to extend any contract issued, based on this specification, under the same terms and conditions for one or more years from date of expiration provided such extension is mutually agreeable for both agency and contractor.

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SPECIFICATIONS**

Sieve Size	Percent Passing
½	100
3/8	98-100
#4	70-100
#50	0-40
#100	0-15
#200	0-5

**TOWN OF GLOCESTER
ROAD SAND
BID FORM
IFB# 2019-01**

THIS FORM MUST BE COMPLETED AND SIGNED BY BIDDER AND SUBMITTED IN QUADRUPLICATE FOR EACH ITEM AS NOTED IN NOTICE TO BIDDER.

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

NAME: _____

Road Sand (1cubic yard = 1.5 ton)

\$ _____ per yd. delivered OR \$ _____ per ton delivered

\$ _____ per yd. picked up OR \$ _____ per ton picked up

I AGREE TO CONFORM TO ALL SPECIFICATIONS OF THE ABOVE REFERENCED BID.

SIGNATURE

DATE

PRINT NAME

TITLE

Town of Gloucester
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Notice to Bidders

1. Receipt and Opening of Bids:
Sealed bids will be accepted in the Office of the Finance Director, Town Hall, 1145 Putnam Pike, PO Drawer B, Chepachet, RI 02814 until the date and time specified in the Invitation for Bid, and will be opened publicly at the date and time specified in the Invitation for Bid in the Gloucester Town Hall Council Chambers.
2. Form of Bid:
 - a. Bids shall be submitted in quadruplicate **on the Town's bid form** with supplemental information, drawings, warranties and other required documentation, literature and material to be provided with the bid.
 - b. All original documents and drawings shall become the property of the Town of Gloucester after completion of the bidder's work.
3. Submission of Bids:
 - a. Envelopes containing bids must be sealed, addressed as noted in the Invitation for Bid, and must be marked with the name and address of the bidder.
 - b. Bids received after the closing date and time but before the specified time for opening, will be accepted as valid if bearing a legible postmark of at least three days before the closing date.
 - c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephone or "fax" bids, amendments, or withdrawals will not be accepted.
 - d. 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.
 - e. Bids received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified.
 - f. Any deviation from specifications must be noted in writing and attached as part of the bid proposal. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.
 - g. There is no expressed or implied obligation for the Town to reimburse responding bidders for any expenses incurred in preparing their proposals in response to this request.
4. Permits and Fees:
All local and state permit(s) shall be obtained by the bidder/contractor prior to installation/delivery. All permit fees and inspection fees must be included in bid price.
5. Rhode Island Sales Tax:

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The Town is exempt from the payment of the Rhode Island Sale Tax under the 1956 General Laws of the State of Rhode, 44-18-30, paragraph I, as amended.

6. Federal Excise Taxes:
The Town is exempt from the payment of any excise tax or federal transportation taxes. The bid price must be exclusive of taxes, except where specified by law and will be so construed.

7. Qualification of Bidders:
 - a. The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and supply the materials.
 - b. Each bidder shall present evidence that he/she is normally engaged in the purveying of the type of goods/services on which he/she is bidding.
 - c. Certified copy(s) of federal or state licenses must be submitted (if required in the bid) with the bid.
 - d. The bidder shall become thoroughly familiar with the contents of the notice before submitting his/her proposal.
 - e. The bidder automatically acknowledges and accepts all the provisions, conditions, and specifications of his notice.
 - f. No bid shall be considered from bidders who are unable to show that they are normally engaged in the purveying of the type of goods/services on which they are bidding.

8. Addenda and Interpretations:
No interpretation on the meanings of Plans, Specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretations must be in writing, addressed to the Finance Director, Gloucester Town Hall, PO Drawer B, Chepachet, RI 02814-0702, and to be given consideration must be received at least seven (7) days prior to the date fixed for the opening of bids.

9. Delivery:
 - a. All bid items and/or services are to be FOB various locations within the Town of Gloucester within the time frame if specified in the bid, location to be supplied with Purchase Order.
 - b. No extra charge for delivery, handling or other services will be honored.
 - c. Only inside delivery and set-up, when required, will be accepted.
 - d. Tailgate deliveries will be refused.
 - e. Vendor must notify the Town 24 hours prior to delivery.
 - f. All claims for damage in transit shall be the responsibility of the successful bidder.
 - g. The Town will not make payment on damaged goods. They must be replaced or adjustments made at the option of the Town. The Town of Gloucester is represented only by the Finance Director in these matters, and he/she alone is authorized to negotiate any settlements.
 - h. Deliveries must be made during normal working hours.

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- i. Bid price, when applicable, is to include the cost of operating and setting in place.
- j. Bid price, when applicable, is to include installations.

The Town of Gloucester does not discriminate on the basis of race, color, creed, national origin, age, marital status, sex, physical or mental disability. By submission of your bid, you, the contractor, agree not to discriminate in named areas. In the event of non-compliance, the Town may declare the contractor in breach and take any necessary legal recourse including termination and/or cancellation of the contract.

- 10.
 - a. The Town of Gloucester reserves the right to reject any and all bids, to waive any technical defect or informality in the bids received, and to accept any of the bids deemed most favorable to the interest of the Town.
 - b. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from bidders, or to allow corrections of minor errors or omissions. At the discretion of the Town, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.
 - c. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the bidder of the conditions contained in this invitation for bid, unless clearly and specifically noted in the bid submitted.
- 11. Bidders will state in their proposal:
 - a. The approximate delivery date or
 - b. The time required to make delivery after notification of award.
- 12. All bidders are responsible for insuring that no addenda have been made to the original proposal package. All proposal packages and addenda are available by contacting the Treasurer's Office, Finance Director, Town of Gloucester at (401) 568-6206 extension 5.
- 13. The bidder shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposal.
- 14. Award will not be made to any person, firm or company in default of a contract with the Town, the State of Rhode Island or the Federal Government.
- 15. None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without prior written permission from the Town.
- 16. Unless otherwise specified, all costs listed are firm for the term of the contract.

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17. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.
18. If any of the BID REQUIREMENTS are held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other BID REQUIREMENTS.
19. The proposal shall be prepared in accordance with applicable Federal and State law and regulations. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
20. All contracts entered into by the Town shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Providence County
 - a. The Contractor agrees to defend, indemnify, protect, save and keep harmless the Town of Gloucester for any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project.
 - b. The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligation of the State and supply evidence of the same to the Town of Gloucester.
 - c. The Contractor will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its general liability policy to the Town of Gloucester naming the Town of Gloucester as an additional insured to the policy.
 - d. The Contractor will maintain in full force at all times during this engagement auto liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Contractor will provide evidence of its auto liability policy to the Town of Gloucester naming the Town of Gloucester as an additional insured to the policy.

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e. The Contractor will maintain in full force at all times during this engagement professional liability insurance coverage of at least \$2,000,000 per occurrence, and will provide evidence of the same to the Town of Gloucester.

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Bidders are advised that this is a Prevailing Wage Project and all provisions of:

- a. the Davis-Bacon Act, and/or
- b. the Department of Labor Regulations, and/or
- c. Title 37 Chapter 13 of the General Laws of Rhode Island

apply to the work covered by this request. The payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work are a requirement for both contractors and subcontractors, and **certified payroll records would have to be submitted to the Town prior to payment to the contractor for work done.**