

## LEGAL NOTICE

### TOWN OF TIVERTON, RHODE ISLAND INVITATION TO BID PUBLIC WORKS LABOR & MATERIALS

The Town of Tiverton, Rhode Island is soliciting bids from qualified vendors and contractors for public works labor, materials and equipment, each as appropriate for the following:

1. Daily Landfill Cover

Specifications for each of the above may be obtained at the Office of the Town of Tiverton Clerk, 343 Highland Road, or Director, Public Works Department, 50 Industrial Way, Tiverton, RI from 8:30 a.m. to 3:00 p.m. Monday through Friday.

Sealed envelopes containing Bids must be marked with the Item Number & Name on the outside and received at the Office of the Town Clerk, 343 Highland Road, Tiverton, RI no later than 2:00 p.m. on Thursday, June 14, 2018 at which time bids will be opened and publicly read by the Town Administrator or his representative in the Town Council Chambers.

The Town of Tiverton is an Equal Opportunity Employer (EEO/AA)

Nancy L. Mello, Town Clerk

**TOWN OF TIVERTON  
INVITATION FOR BIDS  
INSTRUCTION TO BIDDERS**

All bidders, by the submission of their bid, covenant to be bound hereby and to perform in accordance with these instructions and conditions, as well as the invitation for bids and the specifications.

1. Any guarantee and/or warranties should be stated in the bid.
2. Bids shall be filed in a sealed envelope, clearly labeled, bearing the number and title of the matter bid upon. Bids must be signed in the name of the bidding company by its duly authorized representative.
3. Whenever an item is named or described, an item "equal" thereto may be furnished.
4. Payments shall be made by the awarding authority within thirty (30) days of delivery and acceptance.
5. Estimated quantities are shown for the initial contract period. Estimated quantities will be used as a basis for determining the low bidder and are **not** expressed or implied to be guaranteed.
6. The contracts shall be awarded to the responsible and responsive bidders who offer the best price, provided that the awarding authority may reject any and all bids, if it is in the public interest to do so. Contracts under this invitation for bid will be awarded to the bidder offering the lowest price for each item or separate line item as listed in the legal notice and specifications. The Town reserves the right to reject any or all bids or to accept the bid it deems to be in the best interest of the Town.
7. Determination of Responsibility
  - a. The Towns in considering each proposal, shall, prior to any determination and subsequent award, investigate and evaluate the contractor to determine whether the contractor is responsible. Consideration may be given to references and other available information indicating the contractor's prior experience in providing similar services, the financial and organizational status of the contractor, and the contractor's prior compliance with applicable laws, ordinances, rules and regulations. No contract will be awarded to any contractor who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications.

- b. After the opening of sealed proposals, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified contractors in order to determine the award. The information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed proposal.
- c. No provision in this request for proposals should be construed to require an award to a contractor who submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the services required.
8. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.
9. The successful Contractor(s) must maintain at no additional cost to the Towns the following insurance coverage's until the termination of the contract or as otherwise provided below:
- a. Worker's compensation coverage's that meets or exceeds the legal requirements.
  - b. Motor vehicle liability coverage with a minimum combined single limit of liability of Five Hundred Thousand Dollars (\$500,000.00); and
  - c. General liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per claim and / or occurrence.
10. The Contractor shall be assumed to have complied with all the requirements of the State of Rhode Island prevailing wage law.
11. a. Each bid shall be accompanied by a bid security consisting of a certified check drawn on a national bank or trust company or a Bid Bond in a form satisfactory the Town with a surety company qualified to do business in Rhode Island and satisfactory to the Town, in an amount of equal to five (5%) percent of the total price for the project, payable to the "Town of Tiverton". The "total bid price" shall be determined by multiplying the unit price bid by the Contractor by the estimated amount supplied by the Town for each item bid by the Contractor and adding the totals for all items bid by the Contractor. A Clerk's certificate must accompany each bid bond to signify that the bond has been signed by an authorized officer of the Contractor.
- b. The bid security will be returned to the bidder within fourteen (14) days following the opening of bids, **with the exception of the bid security of the three apparent lowest bidders** for each item or group of items bid. Bid securities of three apparent lowest bidders will be retained until execution of a contract or rejection of all bids. In the event a successful bidder fails to fulfill its bid terms, the bid deposit will be forfeited to the Town.
12. All materials to be delivered at such times and such places as may be directed. Prompt service is required.

13. The contract shall be for an initial period of approximately twelve months from July 1, 2018. By mutual agreement between the Town and the contractor, the Town shall have the option to extend the contract for up to two additional one (1) year periods, commencing July 1, 2019 and July 1, 2020, said options to be exercised in writing by the Town, at least thirty (30) days before the date of which the contract would otherwise expire.
14. Attention is called to the minimum wage rates to be paid under the contract in accordance with State or Rhode Island prevailing wage law.

**TOWN OF TIVERTON  
INVITATION FOR BIDS  
INSTRUCTION TO BIDDERS  
DAILY LANDFILL COVER**

**Item 7**

All bidders, by the submission of their bid, covenant to be bound hereby and to perform in accordance with these instructions and conditions, as well as the invitation for bids and the specifications.

1. Any guarantee and/or warranties should be stated in the bid.
2. Bids shall be filed in a sealed envelope, clearly labeled, bearing the number and title of the matter bid upon. Bids must be signed in the name of the bidding company by its duly authorized representative.
3. Whenever an item is named or described, an item "equal" thereto may be furnished with the approval of the Director of Public Works.
4. Payments shall be made by the awarding authority within thirty (30) days of deliver and acceptance.
5. Estimated quantities are shown for the initial contract period. Estimated quantities will be used as a basis for determining the low bidder and are **not** expressed or implied to be guaranteed.
6. The contracts shall be awarded to the responsible and responsive bidders who offer the best price, provided that the awarding authority may reject any and all bids, if it is in the public interest to do so. Contracts under this invitation for bid will be awarded to the bidder offering the lowest price for each item or separate line item as listed in the legal notice and specifications. The Town reserves the right to reject any or all bids or to accept the bid it deems to be in the best interest of the Town.
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  - a. The Towns, in considering each proposal, shall prior to any determination and subsequent award, investigate and evaluate the contractor to determine whether the contractor is responsible. Consideration may be given to references and other available information indicating the contractor's prior experience in providing similar services, the financial and organizational status of the contractor, and the contractor's prior compliance with applicable laws, ordinances,

**Item 7**

rules and regulations. No contract will be awarded to any contractor who, as determined by the Town, is not qualified to perform satisfactory service due to an unsatisfactory record or inadequate experience, or who lacks the necessary capital, organization, or equipment to conduct and complete the services in strict accordance with the specifications.

b. After the opening of sealed proposals, but before the award is made, the Town may require additional information, either technical or general, from any of the qualified contractors in order to determine the award. The information shall be supplemental in nature and may not add to, detract from, or conflict with the contents of the original sealed proposal.

c. No provision in this request for proposals should be construed to require an award to a contractor who submitted background information, when investigated and verified by the awarding authority, raises significant questions as to its ability to successfully provide the services required.

8. Purchases made by the Town of Tiverton are exempt from payment of Federal Excise Taxes and Rhode Island Tax on Retail Sales.
9. The successful Contractor(s) must maintain at no additional cost to the Towns the following insurance coverage's until the termination of the contract or as otherwise provided below:
  - a. Worker's compensation coverage's that meets or exceeds the legal requirements.
  - b. Motor vehicle liability coverage with a minimum combined single limit of liability of Five Hundred Thousand Dollars (\$500,000.00); and
  - c. General liability insurance coverage with minimum limits of One Million Dollars (\$1,000,000.00) per claim and / or occurrence.
10. The Contractor shall be assumed to have complied with all the requirements of the State of Rhode Island prevailing wage law.
11. a. Each bid shall be accompanied by a bid security consisting of a certified check drawn on a national bank or trust company or a Bid Bond in a form satisfactory the Town with a surety company qualified to do business in Rhode Island and satisfactory to the Town, in an amount of equal to five (5%) percent of the total price for the project, payable to the "Town of Tiverton". The "total bid price" shall be determined by multiplying the unit price bid by the Contractor by the estimated amount supplied by the Town for each item bid by the Contractor and adding the totals for all items bid by the Contractor. A Clerk's certificate must accompany each bid bond to signify that the bond has been signed by an authorized officer of the Contractor.

## Item 7

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12. All materials to be delivered at such times and such places as may be directed. Prompt service is required.
13. The contract shall be for an initial period of approximately twelve months from the date of award July 1, 2018. By mutual agreement between the Town and the contractor, the Town shall have the option to extend the contract for up to two additional one (1) year periods, commencing July 1, 2019 and July 1, 2020, said options to be exercised in writing by the Town, at least thirty (30) days before the date of which the contract would otherwise expire.
14. Attention is called to the minimum wage rates to be paid under the contract in accordance with State or Rhode Island prevailing wage law.
15. The Contractor shall submit Analytical Testing of a representative sample of proposed material in accordance with the parameters in the attached specification
16. Contractor will be responsible for Analytical testing costs for every 5,000 tons delivered to the landfill. Minimum (3) tests required.

TOWN OF TIVERTON

DAILY LANDFILL COVER

BID FORM

ITEM	UNIT PRICE / TON	ESTIMATED QUANTITY	BID PRICE/TON	TOTAL BID
1. Daily Landfill Cover		15,000 TONS		

\* Materials delivered to Tiverton Landfill, 3524 Main Road, Tiverton, RI 02878

\_\_\_\_\_  
Company

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Authorized Representative Printed Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date



**PLANTABLE SUB-SOIL TO BE USED AS  
ALTERNATE COVER MATERIAL  
AT THE TIVERTON LANDFILL**

The material to be furnished shall consist of loose, friable soil free of refuse, brush, stumps, roots, noxious weeds, litter, and other deleterious materials. Organic matter shall constitute not more than 20 percent of the material as determined by loss-on ignition of oven-dried samples. No materials containing aggregate larger than 6-inches shall be accepted.

A soil sample (minimum 2-gallons) shall be provided to the Town by the supplier prior to delivery. The Town shall provide an initial approval for material use based upon a visual inspection of the samples that are provided. This initial approval shall be obtained from the Town by the supplier prior to delivery of any materials to the site. The Town reserves the right to have all soils analyzed for conformance to these specifications. The supplier shall pay for all material analysis for materials to meet these specifications.

The material shall be provided from a source(s) within the State of Rhode Island and the source(s) shall be identified by the supplier in writing to the Town prior to delivery of the material to the Landfill. The material shall be provided from a site that is non-jurisdictional under the Rhode Island Department of Environmental Management's (RIDEM) hazardous waste program or leaking underground storage program, or any other RIDEM program having jurisdiction over contaminated sites. The Town reserves the right to have all soils tested for Total Petroleum Hydrocarbons (TPH), Volatile Organic Compounds (VOCs), Semi-Volatile Organic Compounds (SVOCs), Polychlorinated Biphenyls (PCBs), pesticides, 13 Priority Pollutant Metals, and leachability testing for the 11 RIDEM leachability criterion metals. All materials shall pass RIDEM's Method 1 Residential Direct Exposure Criteria (DEC), with the exception of metals, which shall be below the RIDEM Method 1 Industrial / Commercial DEC.

The supplier shall be responsible to remove any materials that are delivered to the Landfill and that do not meet the material analysis and testing as specified. The cost of said removal shall be borne by the supplier. The Town shall pay only for materials that meet these specifications.