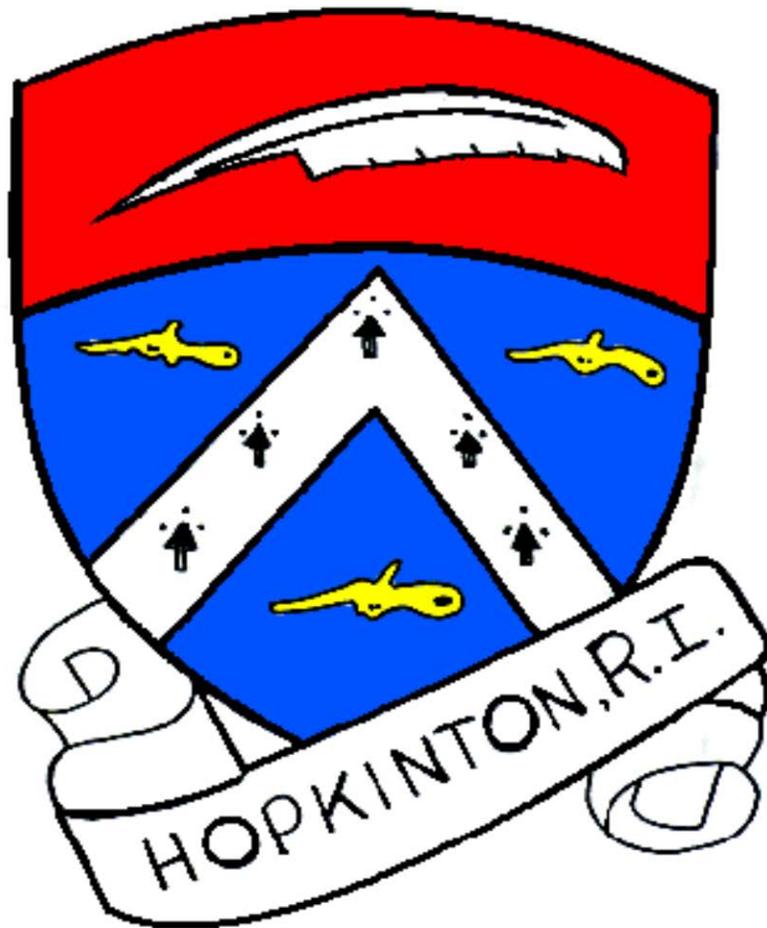


**TOWN OF HOPKINTON**  
**MUNICIPAL WASTE REMOVAL**  
**(RE-BID II)**



2017

# **BID INFORMATION, REQUIREMENTS, INSTRUCTIONS AND SPECIFICATIONS**

## **BID INFORMATION**

**BIDS DUE BY:** *Monday, June 12<sup>th</sup>, 2017 at 2:15 p.m.*

**BID OPENING DATE:** *Monday, June 12<sup>th</sup>, 2017 at 2:30 p.m.*

### **BID RECEIPT LOCATION:**

Town Clerk's Office  
Hopkinton Town Hall  
1 Town House Road  
Hopkinton, RI 02833

### **BID OPENING LOCATION:**

Town Council Chambers  
Hopkinton Town Hall  
1 Town House Road  
Hopkinton, RI 02833

### **Sealed Envelopes Must Be Marked As Follows:**

**“MUNICIPAL WASTE REMOVAL RE-BID II”**

The effective date of AWARD shall be on or about Monday, June 19<sup>th</sup>, 2017.

**Single Point of Contact:** All requests for information related to this bid package shall be directed to:

**William A. McGarry  
Town Manager  
1 Town House Road  
Hopkinton, Rhode Island 02833**

Email Address: [townmanager@hopkintonri.org](mailto:townmanager@hopkintonri.org)

## **BID REQUIREMENTS**

1. Sealed bids will be accepted in the Town Clerk's Office until 2:15 p.m. on Monday, June 12<sup>th</sup>, 2017.
2. Sealed bids will be opened in the Town Council Chambers at 2:30 p.m. on Monday, June 12<sup>th</sup>, 2017.
3. Sealed envelopes must be marked "***MUNICIPAL WASTE REMOVAL RE-BID II***" and submitted to the Town Clerk's Office.
4. Proposals shall be for the rental of trash containers and weekly collection from July 1<sup>st</sup>, 2017, through June 30<sup>th</sup>, 2020-- a period of three (3) years for the following locations: Hopkinton Public Works facility located at 395 Woodville Road, Hopkinton, Rhode Island; Hopkinton Police Station located at 406 Woodville Road, Hopkinton, Rhode Island; Crandall House, located at 188 Main Street, Ashaway, Rhode Island.
5. Proposals shall be submitted on the attached bid sheet.
6. **A signed copy of the Bid Instructions shall be submitted to the Town Clerk's Office at the time the bid is submitted.**
7. Bidders are required to submit three (3) copies of their bids.
8. Bids are to be submitted on or before the date and time due and signed by a person authorized to represent the bidder.
9. Bids that do not meet minimum requirements may or may not be considered. All exceptions must be listed.
10. Contracts may be competitively negotiated when it is determined, in writing, by the Town Manager that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements or were not independently reached in open competition.
11. The Town of Hopkinton shall award the bid to the responsible bidder whose proposal is determined, in writing, to be the most advantageous to the Town. The award shall be made on the basis of the lowest evaluated or responsive bid price.
12. The successful bidder must be a registered waste hauler in the Town of Hopkinton.
13. The successful bidder shall furnish a Certificate of Liability Insurance within fifteen (15) days after the Hopkinton Town Council awards the bid.
14. The successful bidder shall execute Notice of Award and Notice to Proceed forms within fifteen (15) days after the Hopkinton Town Council awards the bid.

15. The Town of Hopkinton reserves the right to reject any or all bids and to accept the bid that is most acceptable.
16. The Town of Hopkinton specifically reserves the right to cancel the contract or any portion thereof providing, in its opinion, the services supplied by the Vendor are not satisfactory or consistent with the terms of the contract.
17. Any fees associated with the container rentals or removal shall be included in the total bid price.
18. All responsibility of Municipal Waste Removal from previously-mentioned town locations are to be the liability of the Vendor.
19. All work must be completed in a timely, professional manner.
20. Bidders may be asked to appear before a committee comprised of Town officials to present their proposals and qualifications.
21. There are no price escalation clauses included in this RFP.
22. The Town of Hopkinton is exempt from Federal excise taxes and State sales taxes.
23. All requests for information related to this bid package will be directed to the Single Point of Contact. Requested information, including answers to questions, will be posted on the Town's website as addendums to the original RFP, as quickly as practicable.
24. Contact Town Manager William A. McGarry at (401) 377-7761, with any questions regarding this bidding process.

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# STANDARD INSTRUCTIONS TO BIDDERS

## THESE ARE STANDARD INSTRUCTIONS FOR BIDS ISSUED BY THE TOWN OF HOPKINTON

### 1. Receipt and Opening of Bids

Bids will be accepted in the Hopkinton Town Hall until the time indicated on the advertisement for bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

### 2. Form of Bids

Bids must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein. Bids must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind may be rejected.

### 3. Submission of Bids

- a. Envelopes containing bids must be sealed, submitted to the Town Clerk's Office and marked "**Municipal Waste Removal Re-Bid II.**"
- b. The Town Clerk will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for bid opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days after the date of bid opening.
- e. 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.
- f. Bids received prior to the time of opening will be securely maintained by the Town Clerk. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.

#### **4. Prices**

Bidders shall list the proposed price(s) as designated on the Bid Sheet. In the event that there is a discrepancy between the unit prices and the totally bid price, the unit prices shall govern.

#### **5. Rhode Island Sales Tax**

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of Rhode Island, 44-18-30, Paragraph 1, as amended.

#### **6. Federal Excise Taxes**

The Town is exempt from the payment of Federal excise taxes. The price bid must be exclusive of taxes and will be so construed.

#### **7. "Or Equal" Bidding**

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item this description is used to indicate quality, performance and other essential characteristics of the article required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him in his or their sole discretion, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" in so far as the item in question is concerned.

#### **8. Notice Forms**

Unless otherwise specified, the Town reserves the right to make an award by item or items, or by total, as may be in the best interest of the Town. Notice of Award and Notice To Proceed forms will be provided to the successful bidder.

#### **9. Delivery**

When applicable, all prices must be on the basis of F.O.B. 1 Town House Road, Hopkinton, Rhode Island. Deliveries must consist only of new merchandise or equipment and shall be made between the hours of 8:30 a.m. and 3:00 p.m., Monday thru Friday.

#### **10. Affirmative Action**

Any firm providing services to or doing business with the Town of Hopkinton, R.I. shall adhere to the Town's Affirmative Action Plan for Equal Employment.

## **11. Towns Right to Reject**

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable in the best interests of the Town. The Town reserves the right to terminate the Agreement. Failure of the Contractor to perform any work under this Agreement for a period of ten (10) days following its commencement without the consent of the Town shall constitute a breach of the Agreement and the Town may at its option, by written notice, terminate his/her obligations hereunder and contract for or otherwise effect the completion of the work uncompleted by the Contractor, and may offset against the contract price herein set forth, the cost and expense of completing such work, or in the event the Town has at the time of such breach and termination paid to the Contractor an amount in excess of the fair value of the work then completed, the Contractor shall refund to the Town promptly upon demand, an apportioned amount of the total sum thereto paid by the Town.

## **12. Insurance/Bonds**

The successful bidder shall furnish a Certificate of Liability Insurance within fifteen (15) days after the Hopkinton Town Council awards the bid.

## **13. Labor Regulations**

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The successful bidder shall not discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award.
- C. Successful bidders shall submit to the Hopkinton Town Manager a list of all subcontractors who will perform work on the project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing work under this contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the contract.

**14. Remedies**

Except as may be otherwise provided, all claims, counterclaims, disputes and other matters in question between the Town and the successful bidder arising out of or relating to this agreement or the breach thereof will be decided in a court of competent jurisdiction within the State of Rhode Island.

**15. Indemnity**

The successful bidder shall at all times indemnify and save harmless the Town, its servants and agents, from any and all claims and from any suits, litigation, damages, losses or the like arising out of injuries sustained or alleged to have been sustained by any persons or damage to property in connection with the contract work, caused in whole or in part by acts or omissions of the successful bidder, his subcontractors, material persons, or anyone directly or indirectly connected with the contract work.

**16. General Guarantee**

Neither the final certificate of payment nor any provision in the contract documents nor any partial or entire occupancy of the premises by the Town shall constitute an acceptance of work not done in accordance with the contract documents or relieve the successful bidder of liability with respect to any express warranties or responsibility for faulty workmanship or materials. The successful bidder shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of two (2) years from the date of final acceptance of the work, unless a longer period is specified by the Town and/or by virtue of any specific product guarantees and/or warranties. The Town will give final notice of observed defects with reasonable promptness.

The successful bidder shall guarantee satisfactory operation of any item of equipment for two (2) years or for any other time period consistent with any specific product guarantees and/or warranties from the date of final acceptance.

**I hereby certify that I have read and agree to these Bid Instructions.**

**A signed copy of the Bid Instructions shall be submitted to the Town Clerk's Office at the time the bid is submitted.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Street Address

\_\_\_\_\_  
City/Town/State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

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

# **BID SPECIFICATIONS**

This Request for Proposals has been issued by the Town of Hopkinton to solicit bids for **the rental of trash containers and weekly collection from July 1<sup>st</sup>, 2017, through June 30<sup>th</sup>, 2020-- a period of three (3) years.** Work under this contract shall consist of furnishing metal dumpsters, as specified, at various Town locations and picking up and removing of municipal waste on a weekly basis. Bidders must be a registered waste hauler in the Town of Hopkinton.

Bidders should carefully examine the specifications and fully inform themselves of all language that could in any way affect the equipment or the cost. All prospective bidders are encouraged to visit the sites to ensure that proper access is available for deliveries. Should the bidders find discrepancies, omissions in the specifications, or question their interpretation, they should notify the Town Manager's office and obtain clarification, prior to submitting any proposal. Failure to obtain clarification of any issue does not relieve the bidder from any responsibility in the bidding process, which meets the needs of the Town of Hopkinton. The successful bidder is responsible for submitting a bid which meets the following specifications:

## **REQUIRED DUMPSTERS**

1. **One, 4 Cubic Yard Dumpster at the Hopkinton Police Department**

406 Woodville, Rhode, Hopkinton, Rhode Island  
Place unit at rear of building near white shed

2. **One, 2 Cubic Yard Dumpster at the Crandall House/Recreation Department**

188 Main Street, Ashaway, Rhode Island  
Place unit near gravel section of parking lot, in fenced in area

3. **One, 10 Cubic Yard Dumpster at the Public Works Department**

395 Woodville Road, Hopkinton, Rhode Island  
Place unit at east driveway, near oil tank, on the side of driveway

## **REQUIRED PICKUP:**

**ONCE WEEKLY**

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

# **BID SHEET**

## **Re-bid II for Municipal Waste Removal**

<b><u>Location</u></b>	<b><u>Container Size</u></b>	<b><u>Monthly Charges</u></b>	<b><u>Additional Pick up Charges (IF REQUESTED BY TOWN)</u></b>
Crandall House/Recreation Dept.	2 Yard Dumpster	\$	\$
Hopkinton Police Dept.	4 Yard Dumpster	\$	\$
Public Works Dept.	10 Yard Dumpster	\$	\$

**TOTAL BID PRICE: \$ \_\_\_\_\_**

**TOTAL MONTHLY CHARGE INCLUDES CONTAINER AND ONE  
WEEKLY PICK UP FROM JULY 1<sup>st</sup>, 2017 THROUGH JUNE 30<sup>th</sup>, 2020.**

PROPOSAL BY:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/Town) (State) (Zip)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**NOTICE OF AWARD**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MUNICIPAL WASTE REMOVAL**

The Town has considered the bid submitted by you, dated \_\_\_\_\_, for the above-referenced purchase in response to its Request for Proposals (RFP).

You are hereby notified that your bid has been accepted in the amount(s) shown on the Bid Sheet.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017

**TOWN OF HOPKINTON, RHODE ISLAND**

BY: \_\_\_\_\_  
William A. McGarry

TITLE: \_\_\_\_\_  
Town Manager

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**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

**MUNICIPAL WASTE REMOVAL**

You are hereby notified to commence WORK on or after \_\_\_\_\_ .

**TOWN OF HOPKINTON, RHODE ISLAND**

BY: \_\_\_\_\_  
William A. McGarry

TITLE: \_\_\_\_\_  
Town Manager

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**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

The Town of Hopkinton, RI is currently seeking sealed bids for:

**MUNICIPAL WASTE REMOVAL (RE-BID II)**

A complete document package containing bid information, instructions, requirements, and specifications may be obtained at the Town Clerk's Office, 1 Town House Road, Hopkinton, RI 02833 from 8:30 a.m. - 4:30 p.m., M-F, and is available on the Town's website [www.hopkintonri.org](http://www.hopkintonri.org).

Sealed bids will be accepted at the Clerk's Office until June 12<sup>th</sup>, 2017 at 2:15 p.m. and opened at 2:30 p.m.

William A. McGarry  
Town Manager