

TOWN OF HOPKINTON

**One Ton 4-Wheel Drive Cab and Chassis with
Dump Body with 9 ft Fisher Snow Plow and
Sander**



2022

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BID SUMMARY

Bids Due By: Tuesday, November 29th, 2022 at 2:00pm

Bid Opening Date: Tuesday, November 29th, 2022 at 2:15pm

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:

“One Ton DPW Mid-Size Dump Truck with plow and sander”

The effective date of AWARD shall be on or about **Monday, December 5th, 2022.**

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

**Brian M. Rosso
Town Manager
1 Town House Road
Hopkinton, Rhode Island 02833**

REQUEST FOR PROPOSALS FOR
THE TOWN OF HOPKINTON RHODE ISLAND
One Ton 4-Wheeled Cab and Chassis with Dump
Body slide in Electric Sander and 9 ft Fisher Plow

SECTION 1 – OVERVIEW OF PROCESS

1.1 Background

The Town of Hopkinton is requesting Proposals for the purchase of **one** new 2022 or 2023 one ton 4-wheel drive Cab and Chassis with Dump body slide in Electric Sander and 9 ft Fisher Plow and controls installed. Exact specifications for the trucks can be found in Section 5, Form 5.1 *Bid Specifications*.

1.2 Instructions

This RFP includes a description of the scope of services, proposal requirements, and instructions for submitting your proposal. Failure to follow these instructions may result in the rejection of your proposal.

1.3 Purpose of RFP

This request for Proposals has been issued by the Town of Hopkinton to solicit bids for the purchase of **one new 2022 or 2023 one ton 4-wheel drive Cab and Chassis with Dump Body slide in Electric Sander and 9 foot Fisher Plow, frame and controls installed**. Bidders should carefully examine the specifications and fully inform themselves of all language that could in any way affect the equipment or the cost. 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 of this project, which meets the needs of the Town of Hopkinton. **See Section 5, Form 5.1 Bid Specifications.**

The bid documents and work specifications may be accessed on the Town website: www.hopkintonri.org as of Tuesday, November 15th, 2022.

1.4 RFP Schedule

Bid documents and specifications are accessible Tuesday, November 15th, 2022
Non-Mandatory pre-bid meeting + Site inspection N/A
Sealed bids will be accepted 2:00pm Tuesday, November 29th, 2022
Sealed bids will be opened at 2:15pm Tuesday, November 29th, 2022

1.5 Selection Criteria

When applicable, the ideal bid winner(s) will have connections to Hopkinton small businesses, nonprofits, and the community at large. They will also have experience administering high-profile grants or community programs. Bid winners must be collaborative and willing to take direction from Town staff.

1.7 Project Schedule

The pick-up truck shall be delivered to the Department of Public Works at 395 Woodville Road, Hopkinton, Rhode Island. Delivery of the truck shall occur within six (6) months after the Town Council awards the bid, unless otherwise agreed to, in writing, by both parties. However, the reporting requirements will continue after the completion of the fund administration. Firms are expected to provide reports to the town as specified by the U.S. Department of Treasury requirements. Additionally, all ARPA funds are subject to regulatory requirements under Uniform Guidance (2 CFT Part 200).

1.8 Questions and Inquiries

A pre-bid meeting is not expected to be necessary for this proposal. Throughout the process, all questions and inquiries can be directed to the Town Manager's office via (401) 377-7761 or via email at brian.rosso@hopkintonri.gov.

SECTION 2 – SUBMITTAL REQUIREMENTS

2.1 Proposal Format Requirements

Bids must be submitted on and in accordance with the bid sheets attached in Section 5, Form 5.3 *Bid Proposal Form*, blank places must be filled in as noted, and 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 irregularities of any kind may be rejected.

- a. Envelopes containing bids must be sealed, submitted to the Town Clerk's Office, and marked "**One Ton DPW Mid-Size Dump Truck with plow and sander**"
- b. Bidders are required to submit three (3) copies of their bids.
- c. A signed copy of the Bid Instructions, found in Section 5, Form 5.2 *Bid Instruction Agreement* shall be submitted to the Town Clerk's office at the time the bid is submitted.
- d. Proposals shall be submitted on the attached bid sheet, and bidders are required to submit complete manufacturers' specifications with their bids. (Reference forms in Section 5, Forms 5.1 *Bid Specifications* and 5.3 *Bid Proposal Form*)

- e. A signed copy of the following contracts must also be submitted to the Town Clerk's office at the time the bid is submitted: Section 5, Form 5.4 *American Rescue Plan Act (ARPA) Contract Addendum* and Section 5, Form 5.5 *Anti -Collusion Certificate for Contract*.
- f. Bids are to be submitted on or before the date and time due and signed by a person authorized to represent the bidder.
- g. Bids that do not meet minimum requirements may or may not be considered. All exceptions must be listed.

2.2 Prices

Bidders shall state the proposed price(s) in the manner as designated by **Section 5, Form 5.3 Bid Proposal Form**. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern.

2.2.a 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.

2.2.b Federal Excise Tax

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

2.3 Delivery

When applicable, all prices must be on the basis of F.O.B. 395 Woodville Road, Hopkinton, Rhode Island. Deliveries shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday thru Friday.

2.4 "Or equal" bidding

When the name of a manufacturer, a brand name, or a 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, the 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 a 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.

SECTION 3 – EVALUATION OF RESPONSES

3.1 Receipt, opening, and withdrawal 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.

The Town Clerk will decide when the specified time has arrived to open bids, and no bid received after the posted deadline will be considered.

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.

Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days after the date of bid opening.

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.

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.

3.2 Town's 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 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.

SECTION 4 – SUCCESSFUL BIDDER REQUIREMENTS

4.1 Award and Contract

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. If applicable, a written award Notice to Proceed and Notice of Award forms are to be signed and will be provided to the successful bidder; find attached in Section 5, Form 5.6 *Notice of Award* and Form 5.7 *Notice to Proceed*.

Contracts may be competitively negotiated when it is determined, in writing, by the Town Manager that the bid prices received by competitive sealed bidding are either unreasonable as to all or part of the requirements or were not independently reached in open competition.

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.

4.2 AIA Contract

The successful bidder must submit a fully executed Rhode Island custom AIA contract. If awarded the contract, the successful bidder shall be required to obtain the specified AIA Documents from <https://documentsondemand.aia.org/?filter=Rhode>.

4.3 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.

4.4 Insurance and Bond(s)

The successful bidder shall provide the following insurance(s)/bond(s):

4.4a Certificate of Liability Insurance

- A. Commercial General Liability Insurance in the amount of one million dollars (\$1,000,000).
- B. Automobile Liability Insurance in the amount of one million dollars (\$1,000,000).
- C. Umbrella Liability Insurance in the amount of five million dollars (\$5,000,000).
- D. Workers Compensation and Employers' Liability Insurance in the amount of one million dollars (\$1,000,000).

4.4b Performance Bond

- A. A Performance Bond in the full amount of the bid submitted as security for faithful performance of the work.

4.4c Labor and Materials Payment Bond

- A. If the successful bidder subcontracts any of the work, the bidder must furnish a Labor and Materials Payment Bond for the full value of the bid price.

4.5 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.

4.6 Wage Rates

This is a prevailing wage project. Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under contract. In conformity with the provision of Chapter 13 Title 37, General Laws, Rhode Island 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall not be less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is on file in the office of the State Department of Labor and Training.

4.7 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.

4.8 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.

4.9 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 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 therefrom, which shall appear within a period of one (1) year 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 the satisfactory operation of any item of equipment for one (1) year or for any other time period consistent with any specific product guarantees and/or warranties from the date of final acceptance.

SECTION 5 – LIST OF EXHIBITS AND FORMS

5.1 Bid Specifications

This request for Proposals has been issued by the Town of Hopkinton to solicit bids for the purchase of **one new 2022 or 2023 one-ton 4-wheel drive Cab and Chassis with Dump body slide in Electric Sander and 9 foot Fisher Plow, frame and controls installed**. Bidders should carefully examine the specifications and fully inform themselves of all language that could in any way affect the equipment or the cost. 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 of this project, which meets the needs of the Town of Hopkinton.

The Town of Hopkinton shall have sole discretion in its determination of equipment compliance or equivalency. In the event a demonstration of the model is required, it shall be solely at the Vendor's expense. The bidder must provide a detailed specification sheet and brochure for the model quoted. **Standard and extended warranties shall accompany all bids.**

The specifications listed below are used to designate minimum quality and performance of the equipment and is not intended to limit any make or model. If the bidder is not able to comply fully with the specifications listed below, the bidder shall include a separate sheet stating any deviations or exceptions. The successful bidder is responsible for submitting a bid which meets the following specifications:

Truck Specifications

The following are the minimum specifications for a *new 2022 or 2023 Model year, one-ton 4-wheel drive cab and chassis with 8 or 9' Dump body slide in Electric Sander and 9' Fisher Plow with controls installed*.

Engine and Equipment

- Regular cab with 8-foot or 9-foot Dump body with Dual rear wheels.
- Engine must be at Minimum: 6.6L V-8 360-hp

- Heavy Duty automatic transmission w/OD
- 4-wheel ABS
- Traction control
- Dual 12-volt 78 AH batteries with run down protection
- Batteries must be minimum 750cca
- 200 Amp alternator
- Advance Trac with Roll stability control or similar
- Factory snowplow prep package

Frame and Suspension Minimum

- Front axle capacity: 4900 lbs. or greater
- Rear axle capacity: 8900 lbs. or greater
- GWR: 14,000 lb. payload package
- 3.73 axle ratio
- Heavy duty shock absorbers

Tires, Wheels, Brake Control

- Tires Aggressive All Season for plowing
- Wheels 16"-19" argent painted steel
- Spare tire and wheel must be included
- 145"-155" wheel base
- Electronic trailer brake control
- 7 Pin flat blade trailer electric plug attached to rear bumper
- Class V hitch
- Brake assistance

Interior

- Air conditioning
- AM/FM stereo
- Driver and front passenger seat mounted side airbags with passenger cancel
- Tachometer
- Variable intermittent wipers
- Message center
- Steering-wheel mounted audio controls
- HD reclining vinyl 40/20/40 split bench seat
- Vinyl/rubber floor (non carpet)
- Power equipment group
- Outside temperature display
- Trailer tow mirrors with power heated glass
- Power lock

- Power from seat windows
- Remote keyless entry

Accessories

- Daytime running lights
- Front registration plate bracket
- Transfer case and fuel tank skid plates

Snowplow

- Supply and install Fisher 9ft HD2 mm II electric hydraulic snow plow
- Cutting edge included
- Nighthawk headlight kit, halogen, standard with plow
- Fishstick hand held control

Exterior

- Truck: White preferred, but open to any color
- Bumpers: Black

Body

- Steel 8' or 9' Dump
- 15" sides and tail gate
- 12-gauge double-walled tail gate with pro-latch quick release system
- ¼ cab shield with factory punch window
- Continuous welds throughout, dirt shredding rails, and box top rails
- Full Sub frame with Electric over hydraulic hoist
- Body prop, two rear mud flaps (with anti-sail brackets)
- Combo pintle / 2 5/16 ball installed reinforced to frame with swivel "D" rings, ½ thick plate steel
- 7 RV style Trailer plug installed
- Manual load cover installed
- LED S.T.T and clearance lights
- One year manufacture warranty
- Four (4) Whelen LED corner lights, two front grill mounted, two rear body mounted.
- One (1) LED Whelen Liberty mini light bar installed on top of cab- tied to switch in cab.

Sander

- Fisher 2-3 yard Steel-Caster or Poly Caster slide in sander with Dual Electric Controls mounted in side cab and installed on truck.

Manuals

- All service and repair manuals must be included with delivery

Warranties

- Commins Protection Plan, Extended L9 Engine Coverage, Plan#1, 60 months/100,000 miles and aftertreatment extended coverage;
- Allison Protection Plan, Extended Transmission Coverage, 60 months/unlimited miles;
- Towing Service: Service calls, 60 months/unlimited mileage to nearest dealer of the specific make with warranty service available for warrantable failure, per agreement, including engine failure if supplier declines tow coverage.

5.2 Bid Instruction Agreement

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

5.3 Bid Proposal Form

One Ton Four Wheel Drive Pick-Up Truck(s) with Fisher 8ft HD2 mm Snow Plow(s)

Make and Model of Unit: _____

Price for one (1), new 2022 or 2023 One-ton Cab and Chassis with Dump,
including all accessories: \$ _____

5-year extended warranty* for new 2022 or 2023 pickup truck: \$ _____

And/or

Make and Model of Unit: _____

Price for one (1), new 2022 or 2023 One-ton Cab and Chassis with Dump,
including all accessories: \$ _____

5-year extended warranty* for new 2022 or 2023 pickup truck: \$ _____

***Manufactures standard warranty and guarantee must be included with the bid. The cost for a 5-year extended warranty must also accompany all bids. Please include all fees for warranty such as commercial use or snow plow use.**

Proposal By:

Name

Street Address

Title

City/Town, State, Zip

Company Name

Telephone Number

Date

Email Address

5.4 American Rescue Plan Act (ARPA) Contract Addendum

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the Town of Hopkinton by the US Department of Treasury under the American Rescue Plan Act("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No.117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the Town of Hopkinton, according to the Town's Award Terms and Conditions; by ARPA and its implementing regulations; and as established by the Treasury Department.

1. **Equal Opportunity.** The contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. **Minority and Women Business Enterprises (if applicable to this Contract)** Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), *when applicable*. Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:
 - a. Including qualified women' s business enterprises and small and minority businesses on solicitation lists;
 - b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
 - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
 - e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
 - f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in *a* through *e* above.

For the purposes of these requirements, a Minority Business Enterprise (M BE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American

Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

3. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). (B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (C) This certification is a material representation of fact relied upon by the Town of Hopkinton. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)** Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over \$100,000 - Contractors must sign the certification on the last page of this addendum

5. **Access to Records. (applies to all purchases.)** (A) The Contractor agrees to provide the Town of Hopkinton, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**

A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

C. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the Town of Hopkinton

- D. And understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- E. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

9. Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)

Contractor is prohibited from obligating or expending loan or grant funds to:

- 1. Procure or obtain;
- 2. Extend or renew a contract to procure or obtain; or
- 3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
- 4. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - a. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - b. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

10. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- A. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- B. "Manufactured products" means items and construction materials composed in

whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA - designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury ."

13. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

15. *This form is required only for purchases of more than \$100,000 -*
31 CFR Part 21- New Restrictions on Lobbying - CERTIFICATION
REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress,

or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#). "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure if any.

Date:

Signature of Contractor's authorized official

(Print name and title of the person signing above)

5.5 Anti-Collusion Certificate for Contract

(Sworn Affidavit)

The successful bidder shall complete an Anti-Collusion Certificate within fifteen (15) days after the Hopkinton Town Council awards the bid.

Title 23, United States Code, Section 112 requires, as a condition precedent to approval by the Town Manager, that there shall be filed a sworn statement executed by, on behalf of the person, firm, association or corporation that they have 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.

THE SUCCESSFUL BIDDER MUST COMPLETE THIS CERTIFICATION STATEMENT

County of _____,

I, _____ (name of party signing affidavit) _____ (title),

being duly sworn, do depose and say : On behalf of _____ (name of contractor),

of _____ (address)

that said contractor has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Printed Name of Contractor: _____

Signature of Contractor: _____

Sworn to before me this _____ day of _____, 2022.

Signature and Seal of Notary Public _____

My commission expires: _____

5.6 Notice of Award

TO: _____

**One Ton Pickup Cab and Chassis with Dump Body slide in Electric Sander and
9 ft Fisher Plow**

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 _____, 2022

TOWN OF HOPKINTON, RHODE ISLAND

BY: _____
Brian M. Rosso
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged on this _____ day of
_____, 2022.

BY: _____

TITLE: _____

COMPANY NAME: _____

5.7 Notice to Proceed

TO:- _____

DATE: _____

**One Ton Cab and Chassis with Dump Body Slide in Electric Sander and
Fisher 9 ft plow**

You are hereby notified to commence WORK on or after _____.

TOWN OF HOPKINTON, RHODE ISLAND

BY: _____

Brian M. Rosso
Town Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged on this _____ day
of _____, 2022.

BY: _____

TITLE: _____

COMPANY NAME: _____

5.8 Official RFP Posting

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

One Ton 4-Wheel Drive Cab and Chassis with Dump Body Electric Slide in Sander and 9 ft Fisher Plow

The Town of Hopkinton is seeking bids from qualified contractors for the purchase of **1** one ton 4-wheel drive Cab and Chassis with Dump body slide in Electric Sander and 9 ft. Fisher plow with frame and controls installed. The bid documents and work specifications may be accessed on the Town website: www.hopkintonri.org as of Tuesday, November 15th, 2022.

This is a publicly funded project that must be conducted in compliance with all applicable Federal, State and local laws, and all applicable State of Rhode Island regulations and policies.

The Town of Hopkinton reserves the right to reject any or all bids. Bids are due by 2:00 p.m. local time on Tuesday, November 29th, 2022, in the Town Clerk's Office at Hopkinton Town Hall, 1 Town House Road, Hopkinton, RI 02833. At 2:15 p.m., they will be opened and read aloud. Any bid received after this date and time will be returned unopened.