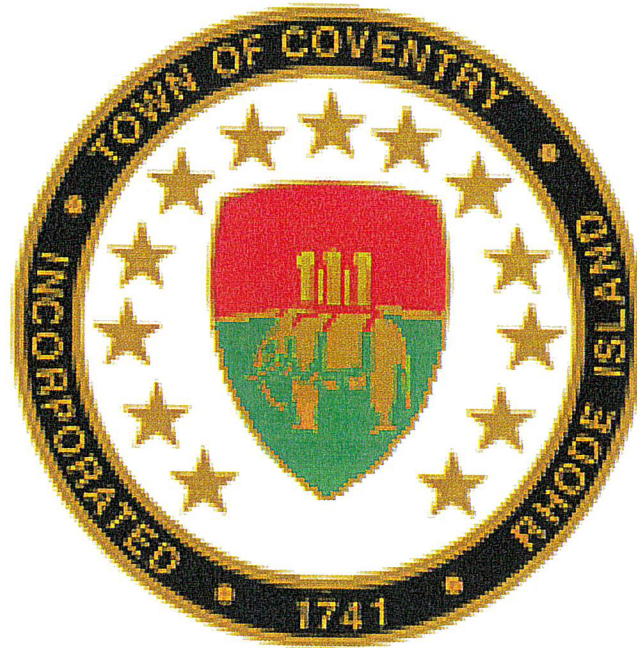


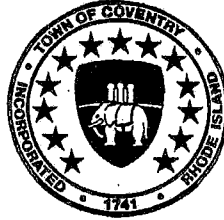
TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS



INVITATION FOR BID

SPECIFICATIONS FOR
CEMETERY GROUNDS MAINTENANCE
TOWN OF COVENTRY, RI

FEBRUARY 2024



**TOWN OF COVENTRY
DEPARTMENT OF PUBLIC WORKS
1670 Flat River Road, Coventry, RI 02816
401-822-9183 Fax 401-822-9141
INVITATION FOR BID**

MINIMUM SPECIFICATIONS

Sealed bids will be received at the Office of the Town Clerk, Town of Coventry, Town Hall, 1670 Flat River Road, Coventry, RI 02816, until 10:00AM, on February 5, 2024, at which time they will be opened and read aloud. The award of the contract will be made by the Town Council as soon thereafter as it so deems.

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 Department of Public Works. 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 10:00AM, on February 5, 2024.

The Bid Envelope must be clearly marked "**CEMETERY GROUNDS MAINTENANCE BID**".

TOWN OF COVENTRY

Joanne Amitrano
Town Clerk

INFORMATION OF BIDDERS

CEMETERY GROUNDS MAINTENANCE

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. Any variance to the requested specification shall be specifically stated by the bidder on the bid form.
4. The quantities listed in the bid (proposal) are approximate and are given only for use in comparing bids and to indicate approximately the total amount of the Bid, and the Owner does not expressly or by implication represent that the actual quantities will correspond therewith but does call particular attention to the uncertainty of the quantities involved which cannot be predicted in advance. Under the Bid, the Owner reserves the right to increase or decrease the approximate quantities for, or to omit entirely, any of the items as listed in the bid.
5. Bid must specify any and all warranties and include a full descriptive brochure describing in detail the material being bid.
6. Bids should reflect any and all discounts and be quoted FOB Coventry, Rhode Island.
7. Bids shall be sealed, shall be delivered to the Town Clerk prior to closing date and time and the envelope shall be clearly marked as indicated in the Invitation to Bid notice.
8. The bidder shall comply with all laws of the United States, the State of Rhode Island and all local ordinances.
9. If any further information is needed please contact Kevin McGee at (401) 822-9183.
10. 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.

MINIMUM SPECIFICATIONS
CEMETERY GROUNDS MAINTENANCE

2.0 SCOPE OF SPECIFICATION

The Town of Coventry is seeking interested and qualified companies to perform grass cutting and lot maintenance services to cemetery lots under perpetual care in the Town of Coventry.

2.1 SERVICES REQUIRED

The services shall be provided in a time frame that will provide that all lots under care shall be cleaned and cut in preparation for Memorial Day and continue through the end of the year or on first frost, whichever is later. Memorial Day preparation shall mean that all lots shall be free of debris/leaves and cut to length not to exceed two inches (2") prior to Memorial Day. Monthly cutting of grass shall not allow grass to exceed 4" in height. Spring cleanup shall be completed by Memorial Day and the Fall cleanup shall be completed by Thanksgiving. If the Owner determines that additional cutting of grass is required in any given month, the Contractor shall promptly provide a crew for that service within 72 hours, at the agreed upon rate for additional services

The Contractor that is awarded the bid shall be allowed to dump all Cemetery yard waste at the Coventry Transfer Station, this may be withdrawn if other yard waste is determined to being dumped at the Transfer Station by the Contractor.

Contractor agrees to provide perpetual care services to Town Cemeteries. Any charges for cleaning heavy debris in preparation of acceptance of care can be negotiated between the contractor and owner. Future additional plots added to the perpetual care list during the season will be taken care of by the contractor for a negotiated price.

2.2 DURATION OF CONTRACT

Contract period shall be for three (3) years; 2024, 2025, 2026 with an annual contract price per year shall be listed on the bid sheet. The Town of Coventry reserves the right to terminate the contract if it is deemed the Contractor is not performing per the contract and is in the Town's best interest. Annual bid amount will be broken down into monthly payments April thru November. There are forty-one (41) perpetual care cemeteries which are listed with this bid.

2.3 INSURANCES REQUIRED

It is required that all successful bidders must provide to the town a certificate of insurance for workers compensation and liability insurance with a limit of \$1,000,000, with the Town of Coventry as additionally insured.

2.4 BID PROPOSAL SUBMITTALS

Please submit all bids to the Coventry Town Clerk, 1670 Flat River Road, Coventry, RI 02816 including Bid Form and Insurance Certificates at the required date and time included in the IFB.

**Town of Coventry
Public Works Department
1670 Flat River Road
Coventry, Rhode Island 02816
(401) 822-9183**

**BID FORM
CEMETERY GROUNDS MAINTENANCE**

2024-2026 Forty-One (41) Cemeteries for Perpetual Care

April 2024 – November 2024 _____ Dollars \$ _____

April 2025 – November 2025 _____ Dollars \$ _____

April 2026 – November 2026 _____ Dollars \$ _____

Spring Cleanup, Leaves, Branches and deliterous materials, minimum 3-person crew, with truck/equipment:

\$ _____ Dollars Each Year

Fall Cleanup, Leaves, Branches and other materials, minimum 3-person crew, with truck/equipment:

\$ _____ Dollars Each Year

On-Call Rate for a crew with truck/equipment to perform additional cutting service:

\$ _____ Dollars Each Additional Service

Total Service: \$ _____ **Dollars For (3) Years with Cleanups**

The undersigned bidder, submitting this proposal, hereby declares and agrees to furnish and deliver the materials and, or, equipment listed above and in accordance with all terms, conditions and requirements of the Invitation For Bid and the Specifications and General Conditions contained therein.

PRINT NAME AND ADDRESS OF COMPANY

Print Name and

Date

Signature of Authorized

Telephone

Title

Fax

REFERENCES

NAME

ADDRESS

PHONE #

1.

2.

3.

Perpetual Care Cemeteries

Josiah Potter Cemetery-RIHC #1 Potter Rd-1
Gallop Cemetery, next to Woodpecker-Gallup Hill-1
Fairbanks-RIHC #9-off Plainfield Pike Western Coventry -1
Isaac Fiske Cemetery-RIHC #180-off Lewis Farm Rd Western Coventry-1
Hopkins Hollow Cemetery-RIGC #12-off Rt 177 Western Coventry-All
Vaugh Waterman Cemetery-RIHC #13-off Waterman Hill Rd-4
William Tew Cemetery- Route 14 (Walker Kelley)-2
Hall-Moore Cemetery-Rt 102 Victory Highway pole #101-2
Waterman- Battey Cemetery- RIHC #21- Bowen Hill Rd-2
Hawkins Lot Cemetery-RIHC #22-Bowen Hill Rd-1
Pine Grove Cemetery-RIHC #30-Washington St across from 116/117-97
Andrews Cemetery-RIHN #31 Richardson Rd off Weaver Hill –YMCA-1
Stone-Hammett Cemetery –RIHC #34 Maple Valley Rd-1
Franklin Cemetery-RIHC #39-Rt 117-1
Goff Cemetery-RIHC #A03 Hopkins Hill Rd-1
James B. Arnold Cemetery-RIHC #42 Flat River Rd-1
Deacon John Wood Cemetery-RIHC #48 Magnolia Ln, Wood Estates-1
Small Maple Root Cemetery-RIHC #49-end of Hill Farm Rd-1
Plainland Cemetery-RIHC #50-Harkney Hill Rd-104
Colvin Cemetery-RIHC #54-Colvintown Rd-109
Chace Cemetery-RIHC #56 138 Hill St-1
Greenwood Cemetery-RIHC #59-Fairview Ave-1
Briggs Lot Cemetery –RIHC #60-Leuba Rd to Thompson Dr-113
Abbott-Colvin Lot Cemetery-RIHC #61-4 Alvero Rd-1
Quaker Cemetery PNA-RIHC #65-Friends Burial Ground-Meeting St-1

Woodland/Knotty Oak Cemetery-RIHC #66-RT 116/117-1
Wood St Cemetery-RIHC# 68-51 Wood St-1
Oakland (Rathbun) Cemetery-RIHC #69-Maple St-1
Captain Israel Bowen Lot Cemetery-RIHC #102-Maple Valley Rd-334
Manchester Cemetery-RIHC #109-Washington St RT 116/117-1
Lindall Lot Cemetery-RIHC #112-Monroe Drive-91
Robert Brandt Cemetery-RIHC #116-Aster Ln/620 Franklin Rd-1
Royal Colvin Lot Cemetery-RIHC #117-3 White Pine Rd-2
Nathan Colvin Lot-RIHC #121 Knotty Oak Shores Rd-2
Read Family Cemetery-RIHC #122-Whitehead Rd-1
Thomas Whaley Lot RIHC #134-Arrowwood Rd-1
Maple Root Cemetery-RIHC #135-Harkney Hill Rd-All
Nathaneal Chase Lot-RIHC #142-47 South Pond Dr-83
Caleb Baker Lot-RIHC #143-10 Evergreen Ct-All
Yelverton Wait Lot-RIHC #165-Lloyd Dr-Abbots Crossing Rd-All
Battey Family Cemetery-RIHC #111-Hopkins Hill Rd-Arbor Dr-All
James Wood-RIHC #187 Read Schoolhouse Rd-near Washington Oak School

Updated December 2023

INSTRUCTIONS TO VENDORS

1. BIDS/PROPOSALS:

Instruction forms and specifications may be obtained in person, online or by mail at the Town of Coventry Department of Public Works 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.

2. 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.

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 sixty (60) 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.

5. 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.

6. SPECIFICATIONS:

Bidders must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything shown in the specifications, inquiry shall be made in writing to the Town before the bid is submitted. The submission of a bid shall indicate that the bidder thoroughly understands the terms of the RFP and specifications.

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 un-conditional, 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 and at the direction of the Town, 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/or materials 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 that 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 with the Town of Coventry as additionally insured. The Contractor shall maintain the insurance in full force throughout the term of this contract.

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; NOT for supply only Contracts) 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 or malfunction of the materials used, 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 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 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 again 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: _____

ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed a sworn statement executed by, on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has 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. If the original of such sworn statement is not signed and submitted, the bid will not be considered responsible.

In order to comply with the above-noted Section 112(c), every bidder must complete the required certification statement.

A bidder will not be considered for award of contract under this invitation for bid unless such bidder completes the following required certification statement prescribed below:

To the Town of Coventry

STATE OF RHODE ISLAND

COUNTY OF _____

I, _____ (name of party signing affidavit) _____ (title), being duly sworn, do depose and say: On behalf of _____ (name of Contractor), of _____ that said Contractor has 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 the Coventry contract.

Contractor: _____

By: _____

Signature: _____

Sworn to before me this ____ day of _____, 20__

My commission expires _____.

Signature and Seal of Notary Public