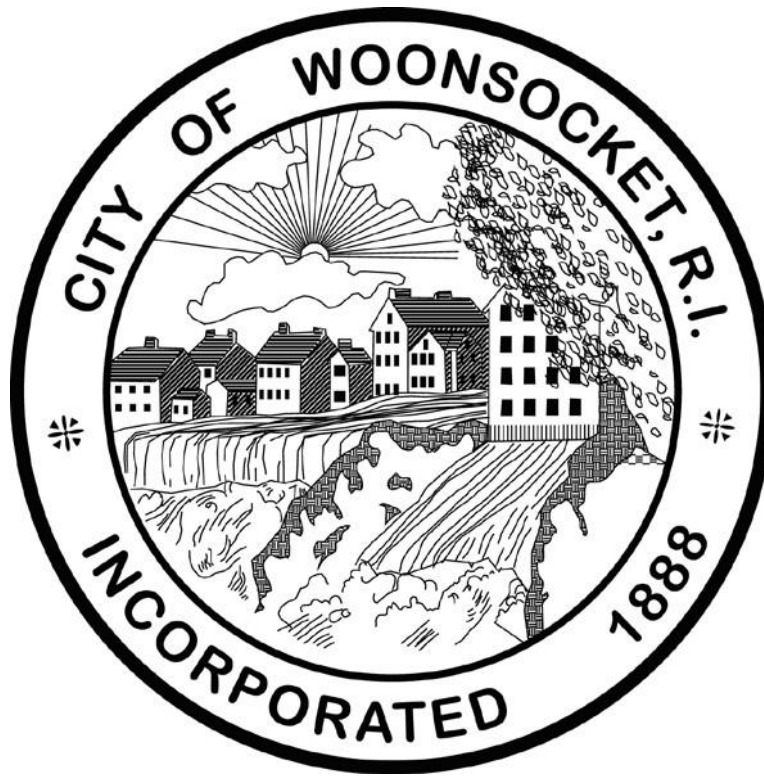


City of Woonsocket



Surplus Sale – Scrap Metal “Lot”

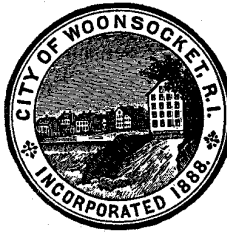
BID No. 6162

Bid Specifications

Prepared By: City of Woonsocket

Department of Public Works

August 2023



CITY OF WOONSOCKET, RHODE ISLAND

INVITATION TO BID FOR: Surplus Sale – Scrap Metal “Lot” BID No. 6162

For The Department of Public Works

City of Woonsocket is accepting proposals for the above-referenced project. Sealed proposals must be received by Woonsocket City Hall, Office of Purchasing, 169 Main Street, Woonsocket, RI 02895 prior to the bid opening date and time. The bid opening date and time is **Thursday, September 14, 2023 at 2:00pm**. On-time proposals will be read aloud publicly in Harris Hall, located in Woonsocket City Hall. Bids received after this deadline will not be accepted and will be returned unopened to the sender.

The key components of this include:

A bidder to purchase and remove, and the City to sell and have removed, the scrap metal “Lot” as listed in Exhibit A for one lump sum.

Appointments must be made if any bidder wishes to view the “Lot” by calling (401) 767-9213. Appointments and visits will only be conducted Monday through Friday between the hours of 7:30am and 3:00 pm.

All bids must be submitted in duplicate, placed in a sealed envelope and identified with the following information: **“Surplus Sale – Scrap Metal “Lot” Bid No. 6162”**. Bids must be prepared using the provided bid forms. All forms must be typed or printed and then signed and dated in ink.

Individuals requesting interpreter services for the hearing impaired should call the Finance Director at 401-762-6400 seventy-two (72) hours in advance of the bid opening deadline.

No bidder may withdraw their bid within sixty (60) days after the actual time and date of the bid opening thereof.

The City reserves the right to accept or reject Bids/Proposals, in whole or in part, and to waive as an informality any irregularities contained in any bid not affecting substantial rights.

Upon selection of a winning bidder, the City of Woonsocket will send a bid award notice to the awardee. The bid award notice will identify a point of contact from the City who will assist the awardee in completing any post bid requirements.

Thank you for your consideration of this invitation to bid.

Published: August 21, 2023

Cindy Johnston, Finance Director

**INFORMATION TO BIDDERS
CITY OF WOONSOCKET
FINANCE DEPARTMENT
(401) 762-6400**

1. RECEIPT AND OPENING OF PROPOSALS:

Sealed bids/proposals must be received and date/time stamped in the Purchasing Department, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, 02895; prior to the deadline indicated on the attached invitation to bid. At which time all bids will be publicly opened and read aloud. Any bids received after the deadline will be returned to the bidder unopened.

2. FORM OF BID:

Proposals must be submitted in duplicate and in a sealed envelope along with all other requirements as set forth in the solicitation.

3. SUBMISSION OF BIDS:

Envelopes containing bids must be sealed and addressed to the Office of Purchasing, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895, and must be marked with the name and address of the bidder with the name of the bid in the lower left-hand corner.

If you are submitting a bid using a carrier such as FED EX, UPS, etc., the name of the bid and bid# must be marked on the envelope or label. The City is not responsible for late receipt of a Proposal, regardless of the reason for the delay. Proof of mailing doesn't constitute proof of receipt. Telephone bids, faxed bids, amendments or withdrawals will not be accepted.

Any bidder may withdraw their bid by written request at any time prior to the bid opening. However, after the opening of bids, no bid may be withdrawn for a period of sixty (60) days.

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.

Proposals received prior to the time of opening will be securely kept unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. RHODE ISLAND SALES TAX:

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

5. FEDERAL EXCISE TAXES:

The City is exempt from the payment of any excise tax or federal transportation taxes. The price bid must be exclusive of taxes and will be so constructed.

6. QUALIFICATION OF BIDDERS:

The City may make such investigations, as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the City with all such information and data for the purpose as may be requested.

The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of such bidder, fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work according to the specifications.

7. ADDENDA AND INTERPRETATIONS:

No interpretation of the meaning of the specifications or other documents will be made to any bidder orally. Every request for such interpretation must be made in writing and addressed to the purchasing agent, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895.

To be given consideration, all inquiries must be received by the date and time as noted in the solicitation. If no date is provided in the solicitation, the City will gather any inquiries received and will collectively respond to and publish those responses no later than seven (7) calendar days prior to the date of the bid opening.

Any and all such inquiries, corrections, interpretations, and any supplemental instructions will be in the form of written addenda. All addenda will be posted, at a minimum, on the City's website, in the "Bid Opportunities" section, beneath the specific corresponding solicitation. All addenda become part of the specification document from their effective dates.

It is the bidder's responsibility to check for and download any and all posted addenda up to the bid opening date and time.

8. BID PROPOSAL:

The bidder is submitting a proposal for the scrap metal "Lot" outlined in Exhibit A. This will be sold in its entirety for a lump sum on an AS-IS, WHERE-IS basis. The City is not considering any lot splitting proposals for this bid at this time.

The location of the Exhibit A items: Woonsocket Public Services Division, 1117 River Street, Woonsocket, RI 02895.

Appointments are required for any bidder wishing to view the items.

To schedule a viewing appointment call (401) 767-9213. Normal operating hours are between 7:30 a.m. & 3:00 p.m. Monday through Friday. *No Saturday, Sunday nor Holiday appointments are available.

The award will be given to the most responsive, responsible bidder offering the highest lump sum price for the "Lot" to the City.

9. INSURANCE:

Within 7 working days from award notification, and prior to the start of any removal process, the successful bidder must furnish to the City certificates of minimum insurance including automobile, property damage liability, bodily injury liability and workman's compensation.

In accordance with Rhode Island Code of Regulations, Title 220, Chapter 30, Part 13 "General Conditions of Purchase" outlined in Addendum A, Section A4., has established the minimum type and limits of insurance coverage requirements for Public Works Projects.

Commercial General Liability Insurance covers bodily injury (including death), broad form property damage, personal and advertising injury, independent Contractors, products and completed operations and Contractual liability. The general aggregate must be on a "per project" or "per location" basis.

A. \$1,000,000 each occurrence

- B. \$2,000,000 each occurrence if blasting is required
- C. \$2,000,000 general aggregate with dedicated limits per project site
- D. \$2,000,000 products and completed operations aggregate
- E. \$1,000,000 personal and advertising injury

Automobile Liability Insurance covers bodily injury and property damage for any vehicles used in conjunction with the performance of this Contract including owned, non-owned, and hired vehicles.

- A. \$1,000,000 combined single limit each accident

Workers' Compensation and Employers' Liability statutory coverage as required by the workers' compensation laws of the State of Rhode Island, plus any applicable state law, other than State of Rhode Island, if employee(s) state of hire is other than State of Rhode Island or employee(s) work related to the Contract is not in the State of Rhode Island.

Employers' Liability with minimum limits of:

- A. \$500,000 each accident
- B. \$500,000 bodily injury by disease for each employee
- C. \$500,000 bodily injury disease aggregate
- D. \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Contract Party, who is an independent Contractor, is neither eligible for, nor entitled to, Worker's Compensation under Rhode Island law. Independent Contractors must comply with the statutory procedure precluding an independent Contract Party from bringing a workers' compensation claim against the City.

All Certificates of Insurance and to the extent possible will contain the following:

- A. The name and address of the insured (Certificate Holder).
- B. The Certificate Number and Policy Numbers.
- C. The type of insurance and the liability limits.
- D. The effective date and expiration date of the policy.
- E. Statement which refers to the City Contract and insurance specification and states that such insurance is required by the Contract.
- F. Waiver of subrogation in favor of City.
- F. Statement as to exclusions and methods of cancellation.
- G. Include the requirement of the insurer for thirty (30) days advance written notice of cancellation or non-renewal of any insurance policy to: City Hall, Office of Purchasing, Attn: Purchasing Agent, 169 Main Street, Woonsocket, RI 02895

The Supplier agrees to indemnify and hold harmless the City from and against all loss or damage arising from the use of equipment under this Agreement including all claims for personal injury, death, or damage to property sustained by any person or entity.

Failure to comply within the limitation set forth in Section 9, will result in the City offering the bid to the next highest bidder.

10. WINNING BIDDER'S DUTIES REGARDING REMOVAL AND CLEANUP

Removal and cleaning activities can only be conducted during the normal operating hours at the Woonsocket Public Services Division = Monday through Friday between the hours of 7a.m. and 3:15p.m. excluding holidays.

As a condition of this proposal the winning bidder will:

- A. **Begin the scrap metal removal process within 7 working days** from the date of award notification and only after satisfying the requirements under Section 9.
- B. Provide the necessary equipment, tools and labor to remove the scrap metal off City Property.
- C. Provide appropriate hauling vehicles of sufficient capacity to carry all loads safely and in accordance with applicable local, state and federal highway and transportation requirements.
- D. Be solely responsible for the removal and loading of scrap metal and for determining load capacity and placement.
- E. Provide the necessary equipment, tools and labor to clean the work area post removal.
- F. **Finalize all cleaning activities within 14 working days** following the start date of the removal process.
- G. Be responsible for each of the bidder's employees, that is on City property, is properly trained and/or licensed for the work they are performing under this Agreement.
- H. Have their licensed employees with the physical license on their person at all times when on City property.
- I. Be responsible to take any and all necessary reasonable fire safety precautions at all times, especially in the event any cutting of the scrap metal is required.

11. PAYMENT TERMS

The Scrap Metal "Lot" is being sold, in its entirety, for one lump sum on an AS-IS, WHERE-IS basis.

Payment terms with the City are Net 30 days from the last day on which scrap metal is removed from City property, exclusive of any cleanup activities.

Payments will only be made by check and payable to "City of Woonsocket" and mailed to:

Woonsocket City Hall
Attention: Finance Director
169 Main St.
Woonsocket, RI 02895.

"Bid No. 6162" must be referenced in the memo field of the payment check.

12. OSHA

It is the Bidders responsibility to know, understand and comply with all OSHA requirements as they pertain to this Bid.

13. COMPLIANCE WITH LAWS

Supplier certifies, represents and warrants that it will comply with all federal, state, local and other applicable laws and regulations.

14. OTHER TAXES

The successful bidder must have all current taxes paid which are owed to the City of Woonsocket.

15. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement shall be construed to constitute either Party as a partner, employee or agent of the other Party, nor shall either Party hold itself out as such. Neither Party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name or on behalf of the other Party, it being intended by the Parties that each shall remain an independent contractor responsible for its own actions. Except as otherwise provided herein, each Party shall be responsible for its own expenses' incidental to the performance of its obligations hereunder.

16. ASSIGNMENT

Supplier shall not assign, transfer or otherwise dispose of this Agreement in whole or in part, or any of its obligations hereunder, to a third party without the prior written consent of the City.

17. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

18. ENTIRE AGREEMENT; MODIFICATIONS

This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all previous negotiations, agreements and commitments with respect thereto, and shall not be released, discharged, changed or modified in any manner except by instruments signed by duly authorized representatives of each of the Parties.

SURPLUS SALE – SCRAP METAL “LOT”, BID No. 6162

PROPOSAL AND SIGNATURE PAGE

We, the undersigned, submit this proposal and agree to all the terms and conditions contained herein.

LUMP SUM PROPOSAL FOR ITEMS LISTED IN EXHIBIT A

(Written in numbers): \$

(Written in words):

Bidder declares that this proposal is made without connection with any other person or persons making proposals for the same work and is in all respects fair and without collusion or fraud.

The person signing below confirms they are duly authorized to honor and bind their Party to this Proposal.

COMPANY NAME:	
ADDRESS:	
CITY, STATE ZIP:	
PHONE:	
PRINT NAME:	
TITLE:	
SIGNATURE:	
DATE:	

EXHIBIT A – SCRAP METAL “LOT”

The Scrap Metal “Lot” (List of Items) is Inclusive of:

<u>Items</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>ESTIMATED POUNDS</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN NUMBER</u>
1	PICKUP	1	7,600	1991	FORD	F250	1FTNF21L4XED53301
2	SUV	1	4,700	2007	CHEVY	TRAILBLAZER	1GNDT13S972232369
3	DUMP TRUCK	1	35,000	1991	INT’L	2554 4X2	1HTGBAAR8YH220871
4	LITTER VACUUM	1	1,900	1993	TENNANT	ATLV 4300	
5	TOWABLE CEMENT MIXER	1	800				
6	FISHER SALT SPREADER	1	800				
7	FONTAINE SALT SPREADER	1	2,500				
8	HI-WAY SAND SPREADERS	4	18,000				
9	BUFFALO METAL WATER TANK 300GAL	1	500				
TOTAL ESTIMATED POUNDS:			71,800				

Items 1 thru 9 are located at :

Woonsocket’s Public Services Division
1117 River Street
Woonsocket, RI 02895

Items are viewed by appointment only:

Call (401) 767-9213 to schedule an appointment

Operating hours for appointments and viewing:

Monday through Friday
Between 7:30 a.m. & 3:00 p.m
No Saturdays, Sundays nor Holidays

Items will be identified with:

GREEN “X”