

**NORTH KINGSTOWN SCHOOL DEPARTMENT
120 FAIRWAY DRIVE
NORTH KINGSTOWN, RI 02852
401-268-6425**

Bid # 2023-08

Close date

April 04, 2022 at 11:00 AM

**120 Fairway Drive
North Kingstown, RI 02852**

Snow Removal / Sanding Services

The following request is for a three [3]-year service. The School Department reserves the option to award the entire District and/ or partially award specific locations.

● **Locations:**

North Kingstown High School – 150 Fairway Drive
C/D Data Building – 120 Fairway Drive
Maintenance Facility -110 Fairway Drive
Davisville Elementary School – 50 East Court
Davisville Middle School – 200 School Street
Hamilton Elementary School – 25 Salisbury
Quidnessett Elementary School – 166 Mark Drive
Stony Lane Elementary School – 825 Stony Lane
Fishing Cove Elementary School – 110 Wickford Point Road

I. Scope of Work

To contract for snow removal services of the parking lots, driveways, loading docks and fire lanes.

North Kingstown School Department responsibilities will include servicing the sidewalks, and paved recreation/playground areas.

II. Terms and Conditions

1. The scope of work includes both plowing when needed and as called for, to all areas, including but not limited to, parking lots and driveways. Proposed costs to reflect the quantity of tasks, and snow amounts removed.
2. Snow shall not be piled onto landscaped islands, or atop of shrubbery or toward building entrances. Storm drains shall be kept clear. Snow shall not be piled at locations that may impair drivers' vision at intersections. Snow shall be hauled to approved on-site disposal locations, at the direction of the North Kingstown School Department.
3. Contractor will ensure that North Kingstown School's employees and customer's vehicles shall not be blocked-in or obstructed during snow removal operations.
4. The contractor will provide all the necessary materials, equipment, and labor to perform the total job at each and all of the sites he bids on, to include the removal of snow at coordinators discretion.
5. A list of equipment available to be submitted along with legal documents, such as, registration, insurance, etc. to accompany bids.
6. Proof of insurance of all equipment utilized, to be submitted with a bid package.
7. Vendor employees must successfully complete both Federal and RI State BCI checks.
8. Three (3) years experience required with similar size accounts. Proof and recommendations are required.
9. Contractors working on RI Prevailing Wage projects must adjust employees' hourly rates every July 1 in accordance with updated Davis Bacon rates. Information can be obtained at the following websites:
<http://www.dlt.ri.gov/pw>.
10. The contractor would be responsible for visiting the schools they will be bidding on in order to verify areas, dimensions etc., to be serviced. A school department representative will be available to the contractor upon reasonable notification and at a mutually agreeable time in order to visit school sites with the contractor.
11. a) Each contractor will be responsible for surveying each work site, with a school department representative, any prior physical conditions for which

the contractor cannot be held liable for damages incurred as a result of their work efforts at the school building site.

b) Contractor should be available during All storms.

12. Insurance: Each contractor shall agree to indemnify and hold harmless the North Kingstown School Department from and against all loss or damages arising from the use of snow removal/sanding Equipment, including all claims for personal injury or damage to property sustained by third persons or by the contractor or their agents, servants or those claiming under them and for this purpose the Contractor agrees to provide and to maintain proper and comprehensive liability insurance. Proof of insurance shall be submitted at time of bid.

13. The contractor shall be responsible for the maintenance and repair of all equipment used to perform the services bid upon. The contractor shall supply the fuel for the equipment.

14. The attached bidder's blank is the official form on which all bids must be submitted.

15. Snow removal bids shall be based upon the total inches of snow that has fallen in a twenty-four (24) hour period, based upon the National Weather Service Reports

*Partial removals and sanding will be negotiated upon the needs of the School Department, for dustings, ice, etc.

16. Each contractor shall submit along with his bid one or more phone numbers, in order of call priority, at which he/she may be contacted. The phone numbers submitted must be current and operational twenty-four hours per day.

17. Notification: The School Department representative authorized by the Superintendent shall monitor snowfall reports and shall place each contractor on alert and shall authorize the start of snow removal operations. The contractor will notify his own personnel and shall ready his own equipment. In general, the objective is to prepare all schools so that they will open by 6:00 AM and on time.

18. The School Department shall be considered priority. No other commitments or obligations shall interfere with the opening of schools.

19. Monitoring of Work Results: Authorized representatives of the The School Department shall monitor the results of the snow removal and sanding efforts. A Snow Control Record will be completed for each

school. Only acceptable work will be paid. Unacceptable work must be corrected prior to the opening of school in order to be paid for that snowfall.

20. Assigned Sites: A contractor may be awarded the contract to remove snow at specific school sites. Should a contractor fail to perform the services required, the School Department reserves the option to release them of their obligation to complete the contract.
21. Payment: Each contractor will bill the School Department on an invoice consistent with standard practice and listing the amount of snowfall within a period of (72) hours. Each school service will be itemized. The charges for plowing shall be listed separately for each school and not lumped together.
22. The contractor shall take pains to keep all areas of ingress or egress, including exit doors, exit gates, etc. from accumulated snow piles. Blocking areas of ingress or egress shall be considered to be an unacceptable job and must be corrected immediately. All crosswalks associated with the perimeter of school to be free and clean of snow/ice.
23. Acceptance or Rejection of Bids: The School Department Reserves the right to reject any or all bids or any part thereof, or to select a bidder whose bid was not the lowest, as they deem to be in the best interest of the School Department. Any bid, which is not according to prescribed form, not properly signed, or otherwise contrary to instructions, may be rejected by the School Department.

All bidders will be investigated as to organization, ability to perform and experience. In order to more easily evaluate the capabilities of the bidder in respect to the above, bidders must furnish the following information in this bid:

1. How long in this type of business? _____
2. Name similar contracts you have been and are presently engaged in.

BID REQUIREMENT SUBMITTALS:

- COPIES OF PROJECT TEAM LICENSES, TO INCLUDE ALL SUBCONTRACTORS
- COPY INSURANCE, BID BOND, PERFORMANCE BOND
- NOTARIZED RIDLT: RI PREVAILING WAGE NOTIFICATION LETTER.
- SIGNED NORTH KINGSTOWN ADMINISTRATION NOTIFICATION LETTER.
- CONTRACTOR ASBESTOS AWARENESS ACKNOWLEDGEMENT, WORK ORDER PERMIT
- COMPLETED BID FORM

AFTER THE AWARD

- ALL CONTRACTOR EMPLOYEES MUST SUCCESSFULLY COMPLETE RI STATE BCI CHECK
- RHODE ISLAND CERTIFIED WEEKLY PAYROLL, TO INCLUDE ALL SUBCONTRACTORS

Year 1

North Kingstown High School – 150 Fairway Drive

CD Data Building – 120 Fairway Drive

Maintenance Facility -110 Fairway Drive

\$_____ for 0” up to 2”

\$_____ for 2” up to 4”

\$_____ for 4” up to 6”

\$_____ for 6” up to 8”

\$_____ for 8” up to 10”

\$_____ for each sanding/salting at the
school (driveways, parking lots)

Davisville Elementary School – 50 East Court

\$_____ for 0” up to 2”

\$_____ for 2” up to 4”

\$_____ for 4” up to 6”

\$_____ for 6” up to 8”

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Davisville Middle School – 200 School Street

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"

\$ _____ for 4" up to 6"

\$ _____ for 6" up to 8"

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Hamilton Elementary School – 25 Salisbury

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"

\$ _____ for 4" up to 6"

\$ _____ for 6" up to 8"

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Quidnessett Elementary School – 166 Mark Drive

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"

\$ _____ for 4" up to 6"

\$ _____ for 6" up to 8"

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Stony Lane Elementary School – 825 Stony Lane

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Fishing Cove Elementary School – 110 Wickford Point Road

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

*Partial removals will be negotiated upon the needs of the
School Department, for dustings, ice, etc.

Year 2

North Kingstown High School – 150 Fairway Drive

CD Data Building – 120 Fairway Drive

Maintenance Facility -110 Fairway Drive

\$ _____ for 0” up to 2”

\$ _____ for 2" up to 4"
\$ _____ for 4" up to 6"
\$ _____ for 6" up to 8"
\$ _____ for 8" up to 10"
\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Davisville Elementary School – 50 East Court

\$ _____ for 0" up to 2"
\$ _____ for 2" up to 4"
\$ _____ for 4" up to 6"
\$ _____ for 6" up to 8"
\$ _____ for 8" up to 10"
\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Davisville Middle School – 200 School Street

\$ _____ for 0" up to 2"
\$ _____ for 2" up to 4"
\$ _____ for 4" up to 6"
\$ _____ for 6" up to 8"
\$ _____ for 8" up to 10"
\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Hamilton Elementary School – 25 Salisbury

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"
\$ _____ for 4" up to 6"
\$ _____ for 6" up to 8"
\$ _____ for 8" up to 10"
\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Quidnessett Elementary School – 166 Mark Drive

\$ _____ for 0" up to 2"
\$ _____ for 2" up to 4"
\$ _____ for 4" up to 6"
\$ _____ for 6" up to 8"
\$ _____ for 8" up to 10"
\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Stony Lane Elementary School – 825 Stony Lane

\$ _____ for 0" up to 2"
\$ _____ for 2" up to 4"
\$ _____ for 4" up to 6"
\$ _____ for 6" up to 8"
\$ _____ for 8" up to 10"
\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Fishing Cove Elementary School – 110 Wickford Point Road

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"

\$ _____ for 4" up to 6"

\$ _____ for 6" up to 8"

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

*Partial removals will be negotiated upon the needs of the
School Department, for dustings, ice, etc.

Year 3

North Kingstown High School – 150 Fairway Drive

CD Data Building – 120 Fairway Drive

Maintenance Facility -110 Fairway Drive

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"

\$ _____ for 4" up to 6"

\$ _____ for 6" up to 8"

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Davisville Elementary School – 50 East Court

\$ _____ for 0" up to 2"

\$ _____ for 2" up to 4"

\$ _____ for 4" up to 6"

\$ _____ for 6" up to 8"

\$ _____ for 8" up to 10"

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Davisville Middle School – 200 School Street

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Hamilton Elementary School – 25 Salisbury

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Quidnessett Elementary School – 166 Mark Drive

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Stony Lane Elementary School – 825 Stony Lane

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

Fishing Cove Elementary School – 110 Wickford Point Road

\$ _____ for 0” up to 2”

\$ _____ for 2” up to 4”

\$ _____ for 4” up to 6”

\$ _____ for 6” up to 8”

\$ _____ for 8” up to 10”

\$ _____ for each sanding/salting at the
school (driveways, parking lots)

*Partial removals will be negotiated upon the needs of the
School Department, for dustings, ice, etc.

TERMS:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____

NAME & TITLE: _____

TELEPHONE: _____ DATE: _____

FAX NO.: _____ EMAIL: _____

NORTH KINGSTOWN SCHOOL DEPARTMENT INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

SEALED BIDS MUST BE SUBMITTED IN SEALED ENVELOPES, ADDRESSED TO NORTH KINGSTOWN, SCHOOL DEPARTMENT, PLANT AND GROUNDS, 120 FAIRWAY DRIVE, NORTH KINGSTOWN, RHODE ISLAND 02852, AND CLEARLY MARKED WITH THE NAME OF THE ITEM BID, AND THE DATE AND TIME OF OPENING. BIDS WILL BE RECEIVED BY THE PURCHASING AGENT UP TO THE SPECIFIED TIME AS NOTED ON THE INVITATION TO BID, AND PUBLICLY OPENED AND READ ALOUD AT THE SPECIFIED TIME. PROPOSALS SUBMITTED FOR A SPECIFIED ITEM MUST NOT BE COMBINED UNDER THE SAME COVER WITH ANY OTHER BID ITEM.

IT IS THE BIDDER'S RESPONSIBILITY TO SEE THAT HIS BID IS DELIVERED WITHIN THE TIME AND AT THE PLACE PRESCRIBED. PROPOSALS RECEIVED PRIOR TO THE TIME OF OPENING WILL BE SECURELY KEPT UNOPENED. NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER OR PERSON FOR THE PREMATURE OPENING OF A PROPOSAL NOT PROPERLY ADDRESSED AND IDENTIFIED.

ANY BID RECEIVED AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED, BY MESSENGER OR BY MAIL, EVEN IF IT IS DETERMINED BY THE TOWN THAT SUCH NON-ARRIVAL BEFORE THE TIME SET FOR OPENING WAS DUE SOLELY TO DELAY IN THE MAILS FOR WHICH THE BIDDER IS NOT RESPONSIBLE. CONDITIONAL OR QUALIFIED BIDS WILL NOT BE ACCEPTED.

ARTICLE 2. PREPARATION OF BID

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM. ALL BLANK SPACES FOR BID PRICES MUST BE FILLED IN, IN INK OR TYPEWRITTEN, BOTH IN **WORDS AND FIGURES**. ERASURES OR OTHER CHANGES MUST BE EXPLAINED OR NOTED

OVER THE SIGNATURE OF THE BIDDER. EACH BID MUST BE SUBMITTED IN SEALED ENVELOPES, CLEARLY LABELED, SO AS TO GUARD AGAINST OPENING PRIOR TO THE TIME SET THEREFORE.

SCHOOL DEPARTMENT MAY CONSIDER ANY BID NOT PREPARED AND SUBMITTED IN ACCORDANCE WITH THE PROVISIONS HEREOF AND RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS IN WHOLE OR IN PART, TOWARD ANY ITEM, GROUP OF ITEMS, OR TOTAL BID; TO WAIVE ANY TECHNICAL DEFECT OR FORMALITY IN SAME, OR TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE TOWN.

IN THE EVENT MORE THAN ONE ITEM IS REQUESTED AND/OR LISTED ON THE PROPOSAL FORM, BIDDERS MAY BID ON ANY OR ALL ITEMS. THE TOWN RESERVES THE RIGHT TO MAKE AWARD ON AN ITEM FOR ITEM BASIS OR AGGREGATELY, WHICHEVER MAY BE IN THE BEST INTEREST OF THE TOWN.

ARTICLE 3. TELEGRAPHIC MODIFICATION

TELEPHONIC, TELEGRAPHIC OR ORAL BIDS, AMENDMENTS OR WITHDRAWALS WILL NOT BE ACCEPTED.

ARTICLE 4. WITHDRAWAL OF BIDS

BIDS MAY BE WITHDRAWN PERSONALLY OR BY WRITTEN REQUEST AT ANY TIME PRIOR TO THE TIME SPECIFIED FOR THE OPENING. BIDS MAY BE MODIFIED IN THE SAME MANNER. NEGLIGENCE ON THE PART OF THE BIDDER IN PREPARING THE BID CONFERS NO RIGHT OF WITHDRAWAL OR MODIFICATIONS OF HIS BID AFTER SUCH BID HAS BEEN OPENED.

ARTICLE 5. QUALIFICATIONS OF THE BIDDER

THE TOWN RESERVES THE RIGHT TO REQUEST EACH BIDDER TO PRESENT EVIDENCE THAT HE IS NORMALLY ENGAGED IN PURVEYING THE TYPE OF PRODUCT OR EQUIPMENT BID ON. NO BID SHALL BE CONSIDERED FROM BIDDERS WHO ARE UNABLE TO SHOW THAT THEY ARE NORMALLY ENGAGED IN PURVEYING THE TYPE OF PRODUCT OR EQUIPMENT SPECIFIED IN THE BID PROPOSAL.

TO RECEIVE FULL CONSIDERATION, THE BIDDER MUST SUBMIT LITERATURE AND NECESSARY DETAILS, WHEN APPLICABLE, ON THE MATERIAL OR SERVICE HE PROPOSES TO FURNISH IN ORDER THAT THE TOWN MAY HAVE FULL INFORMATION AVAILABLE WHEN ANALYZING THE PROPOSALS.

ARTICLE 6. OBLIGATIONS OF THE BIDDER

AT THE TIME OF OPENING OF BIDS, EACH BIDDER WILL BE PRESUMED TO HAVE INSPECTED THE SPECIFICATIONS AND CONTRACT DOCUMENTS (INCLUDING ALL ADDENDA), WHICH HAVE BEEN SENT TO THE ADDRESS GIVEN BY SUCH BIDDER. THE FAILURE OR OMISSION OF ANY BIDDER TO RECEIVE OR EXAMINE ANY FORM, INSTRUMENT, OR DOCUMENT OR TO INSPECT ANY ITEM SPECIFIED AS A TRADE-IN SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT TO HIS BID. ANY EXCEPTIONS OR DEVIATIONS FROM THE PROVISIONS CONTAINED IN THIS SPECIFICATION MUST BE EXPLAINED IN DETAIL AND ATTACHED TO PROPOSAL. IF SUCH DEVIATIONS DO NOT DEPART FROM THE INTENT OF THIS NOTICE AND ARE IN THE BEST INTEREST OF THE TOWN, THE PROPOSAL WILL RECEIVE CAREFUL CONSIDERATION.

ARTICLE 7. PRICES

BIDDERS SHALL STATE THE PROPOSED PRICE IN THE MANNER AS DESIGNATED IN THE BID PROPOSAL FORM. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN UNIT PRICES AND THE EXTENDED TOTALS, THE UNIT PRICES SHALL GOVERN. IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE PRICE WRITTEN IN WORDS AND WRITTEN IN FIGURES, THE PRICES WRITTEN IN WORDS SHALL GOVERN. THE PRICES IN THIS BID SHALL BE IRREVOCABLE FOR NINETY (90) DAYS, OR UNTIL THE BID IS AWARDED BY THE TOWN COUNCIL. AFTER AWARD BY THE TOWN COUNCIL, SAID PRICES SHALL THEN REMAIN FIRM FOR THE DURATION OF THE CONTRACT.

ARTICLE 8. TAX EXEMPTIONS

THE TOWN IS EXEMPT FROM PAYMENT OF THE RHODE ISLAND SALES TAX UNDER THE 1956 GENERAL LAWS OF THE STATE OF RHODE ISLAND, 44-18-30 PARA. I, AS AMENDED. THE TOWN IS EXEMPT FROM PAYMENT OF FEDERAL EXCISE TAXES. THE PRICES BID MUST BE EXCLUSIVE OF TAXES AND WILL BE SO CONSTRUED. EXEMPTION CERTIFICATES WILL BE COMPLETED AS REQUIRED BY THE SUCCESSFUL BIDDER.

ARTICLE 9. CONTRACT PERIOD AND TERM OF AGREEMENT

Contract period: Three (3) CALENDAR YEAR from date set in the Notice to Proceed. If financially advantageous to the School Department, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 10. LABOR REGULATIONS

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

- A. CONTRACTORS SHALL COMPLY WITH THE PROVISIONS OF THE GENERAL LAWS OF RHODE ISLAND AND ATTENTION IS CALLED TO TITLE 37, CHAPTER 13, SECTION 1-16, RELATIVE TO THE PAYMENT OF WAGES, OBLIGATIONS AND CHARGES BY CONTRACTORS ON PUBLIC WORKS PROJECTS.
- B. NON-RESIDENT CONTRACTORS ARE SUBJECT TO SECTION 44-1-6 OF THE RHODE ISLAND GENERAL LAWS, AS AMENDED. (OUT OF STATE CONTRACTORS.)
- C. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLY WITH THE DAVIS-BACON ACT (40USC 2 TO A-7) AS SUPPLEMENTED BY DEPARTMENT OF LABOR REGULATIONS (29CFR PART 5).
- D. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLY WITH THE CONTRACT WORKS HOURS AND SAFETY STANDARDS ACT (40 USC 327-330) AS SUPPLEMENTED BY DEPT. OF LABOR REGULATIONS (29CFR, PART 5).
- E. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLY WITH EXECUTIVE ORDER 11246, ENTITLED EQUAL EMPLOYMENT OPPORTUNITY, AS AMENDED, AND AS SUPPLEMENTED IN DEPARTMENT OF LABOR REGULATIONS (41 CFR PART 60).
- F. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLY WITH THE COPELAND "ANTI-KICKBACK" ACT (18 USC 874) AS SUPPLEMENTED IN DEPARTMENT OF LABOR REGULATIONS (29 CFR, PART 3).
- G. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLY WITH THE SAFETY AND HEALTH REGULATIONS (29 CFR, PART 1926 AND ALL SUBSEQUENT AMENDMENTS) AS PROMULGATED BY THE DEPARTMENT OF LABOR.
- H. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO COMPLY WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (P.L. 88-352).

ARTICLE 11. INSURANCE

THE CONTRACTOR SHALL ASSUME RESPONSIBILITY AND LIABILITY FOR ALL INJURIES TO PERSONS OR DAMAGES TO PROPERTY, DIRECTLY OR INDIRECTLY DUE TO, OR ARISING OUT OF, HIS OPERATIONS UNDER THE CONTRACT AND SHALL BE RESPONSIBLE FOR THE PROPER CARE AND PROTECTION OF ALL WORK PERFORMED FOR THE TOWN.

THE VENDOR SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE TOWN OF NORTH KINGSTOWN AND NORTH KINGSTOWN SCHOOL DEPARTMENT AGAINST ANY AND ALL CLAIMS OF WHATEVER KIND AND NATURE DUE TO, OR ARISING OUT OF, HIS BREACH OR FAILURE TO PERFORM ANY OF THE TERMS, CONDITIONS, OR COVENANTS OF THE CONTRACT RESULTING FROM ACCEPTANCE OF HIS BID.

THE VENDOR SHALL FURNISH THE PURCHASING AGENT WITH CERTIFICATES OF INSURANCE FROM COMPANIES ACCEPTABLE TO THE TOWN OF NORTH KINGSTOWN AND NORTH KINGSTOWN SCHOOL DEPARTMENT. ALL INSURANCE COMPANIES LISTED ON CERTIFICATES MUST BE LICENSED TO DO BUSINESS IN THE STATE OF RHODE ISLAND. THE CONTRACTOR SHALL PROVIDE A CERTIFICATE OF INSURANCE AS SPECIFIED ON THE BID PROPOSAL FORM ATTACHED. CONTRACTS OF INSURANCE (COVERING ALL OPERATIONS UNDER THIS CONTRACT) SHALL BE KEPT IN FORCE UNTIL THE CONTRACTOR'S WORK IS ACCEPTABLE BY THE TOWN.

THE LIMITS OF THE INSURANCE MUST BE AT LEAST IN THE AMOUNTS SPECIFIED BELOW:

1. COMMERCIAL GENERAL LIABILITY-OCCURRENCE FORM \$1,000,000/\$1,000,00
2. AUTOMOBILE LIABILITY - \$1,000,000

(WITH BOTH OF THE ABOVE NAMING THE TOWN AS ADDITIONAL INSURED.)

3. WORKER'S COMPENSATION (IF LEGALLY ALLOWED AND AVAILABLE). WAIVER OF SUBROGATION APPLIES TO WORKER'S COMPENSATION.

The Vendor shall secure, pay for, and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner

ARTICLE 12. LAWS, ORDINANCES AND CODES

ALL APPLICABLE FEDERAL AND STATE LAWS, ORDINANCES AND CODES OF THE TOWN OF NORTH KINGSTOWN AND REGULATIONS OF ALL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT SHALL APPLY TO THIS CONTRACT THE SAME AS THOUGH WRITTEN HEREIN IN FULL. THE TOWN OF NORTH KINGSTOWN WILL NOT AWARD THE CONTRACT TO ANY CONTRACTOR WHO IS, AT THE TIME, INELIGIBLE UNDER THE PROVISIONS OF ANY APPLICABLE REGULATIONS ISSUED BY THE SECRETARY OF LABOR, UNITED STATE DEPARTMENT OF LABOR, OR IS NOT QUALIFIED UNDER APPLICABLE ORDINANCES OF THE TOWN OF NORTH KINGSTOWN, OR THE LAWS OF THE STATE OF RHODE ISLAND.

SELECTION CRITERIA

THE BID WILL BE EVALUATED AS TO R.I. G.L.45-55-5. (2) "COMPETITIVE SEALED BIDDING" AND THE AWARD SHALL BE MADE ON THE BASIS OF THE LOWEST EVALUATED OR RESPONSIVE BID PRICE.

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