

**TOWN OF MIDDLETOWN, RHODE ISLAND  
350 EAST MAIN RD.  
MIDDLETOWN, RI 02842**

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**INVITATION TO BID**

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**BID NUMBER – MIDD-019-005**

**PRODUCT – STORAGE CONTAINERS AT BEACH**

**SPECIFICATIONS AND INSTRUCTIONS**



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**Bid Number – MIDD-019-005  
Product – Storage Containers at Beach**

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Attachment:

- 1) Pictures of container site (2)

**INVITATION TO BID**

**Bid Number – MIDD-019-005**  
**Product – Storage Containers at Beach**

Notice is hereby given that sealed bids will be received at the Finance Office, until Thursday, April 25, 2019 at 10:00 a.m. local time, for purchase, delivery and all work necessary and incidental to: **Purchase of Storage Containers at Beach** in accordance with the specifications and contract documents within.

Documents are available on the Town of Middletown website, <http://finance.middletownri.com/purchasing/vendor-bidder-area/>, City of Newport online bidding system website, <http://eprocurement.cityofnewport.com/> and at the Town Hall, Finance office.

A 5% bid bond will be required to be submitted with all bids, *certified bank checks will be accepted.*

The successful bidder will be required to furnish a performance & payment bond in the amount equal to the contract award if bid is greater than \$25,000.00.

Bids shall be delivered and addressed to the Town Finance Director, **350 East Main Rd, Middletown, RI 02842 and shall be labeled “Product – Storage Containers at Beach” by 10:00 am, Thursday, April 25, 2019.** They will be opened and read aloud at that time in the Town Council Chambers, Town Hall. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received in the Finance Office by the proper time. Each bidder must submit a copy of their bid proposal to be available for public inspection upon the opening of the bids.

No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled Submittal Deadline will be returned unopened. Bids must bear original signatures and figures.

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Marc W. Tanguay  
Finance Director

## INSTRUCTIONS TO BIDDER

ACCEPTANCE PERIOD. Unless otherwise specified herein, bids are firm for a period of ninety- (90) days.

ADDENDA ACKNOWLEDGMENT. Each bid shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the bid being rejected as not responsive.

AUTHORIZED SIGNATURES. Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the Town of Middletown, any agent submitting a bid on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Town of Middletown, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

AWARD OF BID. Award will be made to the Bidder offering the most advantageous bid after consideration of all evaluation criteria set forth below. The criteria are not listed in any order of preferences. The Town of Middletown will evaluate all bids received in accordance with the evaluation criteria. The Town of Middletown reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of bid. The Town of Middletown shall not be obligated to accept the lowest priced bid but will make an award in the best interests of the Town of Middletown after all factors have been evaluated. The right is reserved, as the interest of the Town of Middletown may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof. The Town of Middletown reserves the right to reject any or all bids or to accept any bids deemed to be for the best interest of the Town.

CANCELLATION OF SOLICITATION. The Town of Middletown may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All bids shall comply with current federal, state, and other laws relative thereto.

DEFINITION OF TERMS. For the purposes of this ITB, the following definitions will be used:

- a. **Contractor.** Same as Successful Bidder.
- b. **May.** Indicates something that is not mandatory but permissible.
- c. **Must/Should.** Indicates a mandatory requirement. A bid that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- d. **Bidder.** The person or firm making the offer.
- e. **Bid.** The offer presented by the Bidder.
- f. **ITB.** Acronym for Invitation to Bid.
- g. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your bid.
- h. **Submittal Deadline.** The date and time on or before all bids must be submitted.
- i. **Successful Bidder.** The person, contractor, or firm to whom the award is made.

DOCUMENTS TO BE RETURNED WITH BID. Failure to completely execute and submit the required documents before the Submittal Deadline may render a bid non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Bid Documents to Be Returned" and attached hereto.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid.

NOMENCLATURES. The terms Successful Bidder, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Town of Middletown enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their Bids. See attached Affidavit. If there is reason to believe that collusion exists among the Bidders, the Town of Middletown may refuse to consider bids from participants in such collusion.

OPENING OF BIDS. All bids, irrespective of irregularities or informalities, will be opened and the names of the Bidders and proposed prices will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of bids.

- a. Postponement of Opening. The Town of Middletown reserves the right to postpone the Submittal Deadline and opening of bids any time before the date and time announced in the Invitation to Bid or subsequent addenda.

PRICE DISCREPANCIES. In the event that there are unit price items in a bid schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern, and the amount will be corrected accordingly. If there is more than one item in a bid schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

PRICES. All Bids shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Bidder's authorized representative. Bid prices shall include everything necessary for the completion and fulfillment of the contract. Unit & total price in dollars shall be submitted in both writing and numbers where applicable, in case of a discrepancy, the amount shown in words will govern.

BID FORMS/SUBMITTAL. Bids should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Bidder, ITB number, and Submittal Deadline. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered.

- a. Forms. Bids must be submitted on preprinted forms supplied by the Finance Office.
- b. Copies. One (1) original bid marked "MASTER" and two (2) copies must be submitted on or before the Submittal Deadline.
- c. Discrepancies. If discrepancies are found between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the Town of Middletown reserves the right to use the original as the Master.

**BID CONTENT.** Bidder must describe in detail how he will meet the requirements of this ITB and may provide additional related information with his bid. The bid should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Bids should be straightforward and concise. Emphasis should be concentrated on conforming to the ITB instructions, responding to the ITB requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the bid indicating where the supplemental information can be found.

The Town of Middletown is not liable for any costs incurred by Bidders before entering into a formal contract. Costs of developing the bids or any other such expenses incurred by the Bidder in responding to the ITB, are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Town of Middletown.

**BID MODIFICATIONS.** Any Bidder who wishes to make modifications to a bid already received by the Town of Middletown must withdraw his bid in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Bid Withdrawal). All modifications must be made in ink, properly initialed by Bidder's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified or withdrawn bids are resubmitted before the Submittal Deadline.

**BID, REJECTION OF.** The Town of Middletown reserves the right to reject any or all Bids or any part of a Bid. The Town of Middletown reserves the right to reject the Bid of any Bidder who previously failed to perform adequately for the Town of Middletown or any other governmental agency. The Town of Middletown expressly reserves the right to reject the Bid of any Bidder who is in default on the payment of taxes, licenses or other monies due the Town of Middletown.

**BID WITHDRAWAL.** Bidders' authorized representative may withdraw bids only by written request received before the Submittal Deadline.

**BIDDER'S BACKGROUND.** Bidder must provide a company profile. Information shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Number of employees both locally and nationally.
- d. Location(s) from which employees will be assigned.
- e. Name, address, and telephone number of the Bidder's point of contact for a contract resulting from this ITB.
- f. Company background/history and why Bidder is qualified to provide the services described in this ITB.
- g. Length of time Bidder has been providing services described in this ITB. Please provide a brief description.
- h. Resumes for key staff to be responsible for performance of any contract resulting from this ITB.

Bidder must include in his bid a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Bidder or in which the Bidder has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any bid. The Town of Middletown reserves the right to reject any bid based upon the Bidder's prior history with the Town of Middletown or with any other party, which documents, without

limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

**BIDDER'S REFERENCES.** Bidders should provide a minimum of five (5) references from similar projects performed for any local government clients within the last five years. Information provided shall include:

- a. Client/Business name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Client/Business project manager name and telephone number.

**PUBLIC RECORDS.** Rhode Island law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town of Middletown in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided. If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town of Middletown will treat all materials received as public records.

**QUALIFICATION OF BIDDERS.** Each Bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract for no less than three (3) years. The Bidders experience shall be set forth and submitted on the form provided herewith. It is the intention of the Town of Middletown to award a contract to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, the Town of Middletown will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered and/or specified in the contract documents. To this end, each Bid shall be supported by a statement of the Bidder's experience on the form entitled "Bidder's Experience", which is a part of the contract documents.

**QUESTIONS AND COMMENTS.** Questions and comments regarding this solicitation must be submitted by email to [mtanguay@middletownri.com](mailto:mtanguay@middletownri.com) no later than 4:00 p.m. on Monday, April 22, 2019. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. All submitted questions and the town's written response to each will be available as an addendum on or before 4:00 p.m. on Tuesday, April 23, 2019. Potential proposers are responsible for contacting the finance director, [mtanguay@middletownri.com](mailto:mtanguay@middletownri.com) to request a copy of the addendum. Proposers must acknowledge receipt of all addenda on the town proposal form which will be submitted with the proposal package.

**REJECTION OF BIDS, WAIVER OF INFORMALITIES.** The Town of Middletown reserves the right to reject any or all bids, or any part of a bid. The Town of Middletown reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the Town or any other governmental agency. The Town of Middletown expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the Town of Middletown.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Town of Middletown.

SIGNATURES. An individual who is authorized to bind the Bidder must sign the bid.

SUBMITTAL DEADLINE. **The Submittal Deadline is 10:00 a.m., Thursday, April 25, 2019. Bids must arrive in the Finance Office, Town of Middletown, 350 East Main Road, Middletown, RI 02842.** The receiving time in the Finance Office will be the governing time for acceptability of bids.

TAXES, EXEMPT. The Town of Middletown is exempt from Federal Excise and State Sales Tax. If requested, the Town of Middletown will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Town of Middletown reserves the right to negotiate final contract terms with any Bidder selected. The contract between the parties will consist of the ITB together with any modifications thereto, the awarded Bidder's bid, and all modifications and clarifications that are submitted at the request of the Town of Middletown during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the ITB, any modifications and clarifications to the awarded Bidder's bid, and the awarded Bidder's bid. Specific exceptions to this general rule may be noted in the final executed contract. Bidder understands and acknowledges that the representations above are material and will be relied on by the Town of Middletown in evaluation of the bid. Bidder misrepresentation shall be treated as fraudulent concealment from the Town of Middletown of the facts relating to the bid.



## TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Town of Middletown.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE TOWN. Subject to the power and authority of the Town of Middletown as provided by law in this contract, the Town of Middletown shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Town of Middletown shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. *Without cause*, the Town of Middletown may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *With cause*, the Town of Middletown may cancel this contract at any time with ten- (10) days written notice to the Bidder. Cancellation for cause shall be at the discretion of the Town of Middletown and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Town of Middletown Finance Director.

CHANGES IN WORK. The Town of Middletown may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the Town of Middletown may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Town of Middletown. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

CONTRACT INCORPORATION. This contract embodies the entire contract between the Town of Middletown and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the ITB solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Bidder's signed Bid and Town of Middletown's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Rhode Island. The parties stipulate that this contract was entered into in the county of Newport, in state of Rhode Island. The parties further stipulate that the county of Newport, Rhode Island, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "ITB specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation

## **SPECIAL PROVISIONS FOR SERVICES**

**CONTRACTOR, DEFINITION.** The term "Contractor" refers to the party entering into a contract with the Town of Middletown as a result of this solicitation.

**COOPERATION BETWEEN CONTRACTORS.** The Town of Middletown reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Town of Middletown from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

**COORDINATION WITH AGENCIES.** The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

**DAMAGE.** The contractor shall be held responsible for any breakage, loss of the Town of Middletown's equipment or supplies through negligence of the contractor or his employee while working on the Town of Middletown's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the Town of Middletown any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

**INSURANCE REQUIREMENT.** Within ten (10) consecutive calendar days of award of contract, Successful Proposer must furnish the Town of Middletown with the Certificates of Insurance proving coverage as specified in "*Proposer's Statement Regarding Insurance Coverage*" and naming the Town of Middletown, its officers and agents, Additional Insured by endorsement.

**REJECTION OF WORK.** Contractor agrees that the Town of Middletown has the right to make all final determinations as to whether the work has been satisfactorily completed.

**RIGHTS RESERVED.** (a) **Rejection of Work.** Contractor agrees that the Town of Middletown has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) **Completion of Work.** If Contractor fails to comply with the conditions of the contract or fails to complete the required work or furnish the required materials within the time stipulated, the Town of Middletown reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

## SPECIFICATIONS

The Town of Middletown is seeking bids for three new steel storage containers to be delivered to Second Beach, 315 Sachuest Point Road, Middletown, RI 02842 no later than May 23, 2019. Included in this invitation to bid are photographs of the site. The town of Middletown will have the existing storage containers, shown in the photographs, removed prior to delivery.

The storage containers must be standard shipping grade of “wind and water tight.” As a bid alternate, pricing for “cargo worthy” containers should also be provided if there is an additional cost.

Storage containers must be painted. Provide bid for painting all containers gray.

Item	Alternative bid items
One 40’ steel container with door on front and left side.	Provide bid alternate pricing for roll-up door on front and left side of container (as facing from the front of container)
Two 20’ steel containers	Provide bid alternate pricing for roll-up doors on front

Placement and delivery details must be confirmed with town personnel prior to shipping.

## BID DOCUMENTS TO BE RETURNED

Bids should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Bidder, ITB number, and Submittal Deadline. Bidder’s authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic bids or modifications will be considered. The following documents must be completed and submitted on or before the Submittal Deadline for the Bid to be considered complete:

1. Bid Form
2. Non-Collusion Affidavit
3. Bidder’s Statement Regarding Insurance Coverage
4. Bidder Statement of Relevant Experience

Additional information to be provided:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Number of employees both locally and nationally.
4. Location(s) from which employees will be assigned.
5. Name, address, and telephone number of the Bidder’s point of contact for a contract resulting from this ITB.
6. Company background/history and why Bidder is qualified to provide the services described in this ITB.
7. Length of time Bidder has been providing services described in this ITB. Please provide a brief description.
8. Resumes for key staff to be responsible for performance of any contract resulting from this ITB.

9. Bids must be submitted on preprinted forms supplied in this invitation to bid. One (1) original bid marked “MASTER”, and two (2) copies must be submitted on or before the Submittal Deadline.

**BID FORM**

**Bid Number – MIDD-019-005  
Product—Storage Containers at Beach**

To: Town of Middletown  
350 East Main Road  
Middletown, RI 02842

From: \_\_\_\_\_  
Name of Proposer  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
\_\_\_\_\_  
Town, State & Zip

\*\*\*\*\*  
THE PRICE OF EACH ITEM MUST BE WRITTEN IN WORDS AND FIGURES. IN CASE OF  
DISCREPANCY, THE AMOUNT SHOWN IN WORDS WILL GOVERN.  
\*\*\*\*\*

**All items shall be completely filled out in writing**

**1. 40-foot steel storage container, as specified**

Unit Price	\$ .
Bid Amount in words	
Delivery Price	\$ .
Delivery Price in words	
Paint Price	\$ .
Paint Price in words	
Alternate Bid-Container with Roll-Up Doors	\$ .
Alternate Bid in words- Container with Roll-Up Doors	

**2. Two 20-foot steel storage containers, as specified**

Unit Price	\$ .
Bid Amount in words	
Total Price (Two containers)	\$ .
Total Price in words (Two containers)	
Delivery Price	\$ .
Delivery Price in words	
Paint Price	\$ .
Paint Price in words	
Alternate Bid-Containers with Roll-Up Doors	\$ .
Alternate Bid Amount in words-Containers with Roll-Up Doors	

<b>Summary</b>	<b>Amount in figures*</b>	<b>Amount in words</b>
1. 40-foot steel storage container, as specified	\$ .	
2. Two 20-foot steel storage containers, as specified	\$ .	
<b>Total Bid</b> (Containers, delivery, and paint only)	\$ .	

\*Be sure to check that figures and words match.

Provide warranty details here:

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Company Name of Proposer

---

Mailing Address (PO Box or street)

---

Town, State, and Zip Code

---

Name of Authorized Representative

---

Signature

---

Title

---

Type of Business (Corp, Partnership, Sole Proprietorship)

---

Telephone Number

---

Facsimile

**CONTRACTOR'S PROPOSAL**

The Proposer agrees that he will contract with the Town of Middletown to provide all necessary labor, supervision, tools, and other means to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and that he will take in full payment the amount set forth hereon.

Bid number MIDD-019-005 for Product - Storage Containers at Beach, in its entirety, all Addenda, and the following documents by this reference are hereby made a part of this proposal:

- a. Notice of Request for Proposals
- b. Instructions to Proposer
- c. Terms and Conditions
- d. Special Provisions for Services
- e. Scope of Work
- f. Proposal Form



- g. Non-Collusion Affidavit
- h. Proposer's Statement Regarding Insurance Coverage
- i. Proposer Statement of Relevant Experience
- j. Additional information provided by the Proposer as required

Proposer acknowledges receipt (if applicable) of Addenda Number(s) \_\_\_\_\_, and \_\_\_\_\_.

The cost of all labor, material, and equipment necessary for the completion of the work itemized, even though not shown or specified, shall be included in the unit price for the various items shown hereon. The Town of Middletown reserves the right to increase or decrease the quantity of any item or omit items as may be deemed necessary and the same shall in no way affect or make void the contract. When increases or decreases are made, appropriate additions or deductions from the contract total price will be made at the stipulated unit price.

**NON-COLLUSION AFFIDAVIT  
To Be Completed, Notarized, and Submitted with Bid**

**Bid Number – MIDD-019-005  
Product - Storage Containers at Beach**

State of Rhode Island  
County of Newport

“ \_\_\_\_\_, Bidder, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.”

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Signed at)

\_\_\_\_\_  
Bidder name  
(Person, Firm, Corp.)

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Representative's Name

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Representative's Title

**BIDDER STATEMENT REGARDING INSURANCE COVERAGE**

**Bid Number – MIDD-019-005  
Product - Storage Containers at Beach**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation to Bid MIDD-019-005, Product - Storage Containers at Beach. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance and agrees to name the Town of Middletown as Additional Insured for the work specified.

Insurance Required:

- Workmen’s Compensation and Employment Liability Insurance in compliance with statutory limits.
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and in the aggregate.
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate.
- Automobile Liability Insurance including non-owned and hired automobiles with the limits listed below.
  - Bodily Injury      \$1,000,000 each person  
   \$1,000,000 each occurrence
  - Property Damage \$1,000,000 each occurrence

\_\_\_\_\_  
Name of Bidder (Person, Firm, or Corporation)

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
Name & Title of Authorized Representative

\_\_\_\_\_  
Date of Signing

**BIDDER STATEMENT OF RELEVANT EXPERIENCE**

**Bid Number – MIDD-019-005**  
**Product - Storage Containers at Beach**

List five references which your firm provided asphalt patching services for a municipal or other governmental unit within the last five years.

I hereby certify that I have performed the work listed below.

\_\_\_\_\_  
Signature of Bidder

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE

Attachment



Storage container placement



Aerial view