



TIVERTON WASTEWATER DISTRICT  
400 FISH ROAD  
TIVERTON, RI 02878

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**Request for Proposals for Sewer Pump Station Operation and Maintenance Services and Sewer System Emergency Response No.TWWD200301**

The Tiverton Wastewater District (hereafter referred to as the DISTRICT), is seeking proposals from qualified firms to perform services described herein for the fiscal year July 1, 2023 – June 30, 2024, and each of the two subsequent fiscal years. Interested firms should respond to this request on, or before, the deadline for submission. Each applicant submitting proposals must be lawfully engaged in the practice of wastewater pump station and sewer system operation and maintenance, in good standing, and with specific experience in the type of services requested herein within the State of Rhode Island.

Sealed bid proposals to perform the subject project in accordance with the specifications enclosed herewith and made a part of this request must be received by the DISTRICT, located at 400 Fish Road, Tiverton, RI 02878 **no later than 2:00 PM on June 21, 2023**, from firms, to be eligible for consideration by the DISTRICT. Each proposal shall be submitted in a sealed envelope which is clearly marked: **“BID PROPOSAL FOR: TWWD Sewer Pump Station Operation and Maintenance Services and Sewer System Emergency Response. No. TWWD200301”**

Any bid proposal received after said date and time, whether hand delivered, submitted via United States Postal Service, or submitted via any other delivery service, shall be declared invalid.

Copies of the RFP documents and all future addenda are available, at no charge, on the DISTRICT’S website at [www.TWWD.org](http://www.TWWD.org).

**The DISTRICT reserves the right to reject any or all proposals or any part thereof, to waive any formality, informality, information and/or errors in the proposal, to accept the proposal considered to be in the best interest of the DISTRICT, or to solicit and purchase on the open market if it is considered in the best interest of the DISTRICT to do so.**

Failure to submit all information as detailed in the RFP documents and/or submission of an unbalanced or incomplete proposal is sufficient reason to declare a proposal as non-responsive and subject to disqualification.

This request for proposals has been, posted publicly as detailed below:

Name	Advertising Medium	Address	Phone	Web Address
Tiverton Wastewater District	Posted on DISTRICT Website	400 Fish Road, Tiverton RI 02878	(401) 625-6701	<a href="http://www.twwd.org">www.twwd.org</a>
Rhode Island Division of Purchases	Purchasing Website	One Capitol Hill, 2nd floor Providence, RI 02908-5855	(401) 574-8100	<a href="https://ridop.ri.gov/vendors/bidding-opportunities">https://ridop.ri.gov/vendors/bidding-opportunities</a>

The bid proposals will be opened and read aloud at 2:15 p.m on **June 21, 2023** at the DISTRICT Office, 400 Fish Road, Tiverton, RI.

The bid award and signing of contract conditions are set forth in the enclosed specifications. Additional copies of the Contract and Specifications may be obtained from the TWWD at 401-625-6701.

The DISTRICT Executive Director shall submit a list of bid results along with recommendation of a successful bidder to the DISTRICT Board of Directors.

**TIVERTON WASTEWATER DISTRICT**

Colleen McGrath, Executive Director

June 7, 2023

**PROPOSAL DUE DATE/TIME: JUNE 21, 2023 - NO LATER THAN 2:00 PM**

## SCOPE OF WORK AND PROJECT SPECIFICATIONS

The Tiverton Wastewater District (hereafter referred to as the DISTRICT), is seeking proposals from qualified firms to perform **Sewer Pump Station Operation and Maintenance Services and Sewer System Emergency Response for the period of July 1, 2023 to June 30, 2024** as set forth below, with the option of renewal for each of the two subsequent fiscal years. Interested firms should respond to this request on, or before, the time due for submission.

### I. ENGAGEMENT OVERVIEW

#### 1. GENERAL

There is no expressed or implied obligation for the DISTRICT to reimburse the responding firms for any expenses incurred in preparing proposals in response to this request.

All inquiries concerning these specifications should be addressed to Angelo Liberti, District Engineer via phone (401) 625-6701 or email at [aliberti@twwd.org](mailto:aliberti@twwd.org).

During the evaluation process, the DISTRICT reserves the right to request additional information or clarifications from Applicants, or to allow corrections of errors or omissions. The DISTRICT reserves the right to award in part or in full to serve its best interest. The DISTRICT also retains the right to reject any and all proposals.

Any representations made with the submission will be relied upon and if proven to be false will be grounds for termination of the contract, if awarded. False representations will also be grounds for forfeiture of all payments under the contract. This will not limit the DISTRICT from seeking any other legal or equitable remedies.

It is expected that selection of a firm will be completed by June 26, 2023. Following the notification of the selected firm, it is expected a contract will be executed between both parties by July 1, 2023.

## **SCOPE OF WORK AND PROJECT SPECIFICATIONS**

### **1.1. Basic Services**

The Contractor shall, in accordance with Applicable Law, provide the basic services set forth below, as may be amended in writing from time to time by mutual agreement of the Parties (“Basic Services”):

- (a) Make one visit to each Station, not to exceed four (4) hours per day, (1) days per week, during Normal Business Hours.
- (b) Perform the following routine operations at each of the four (4) pump Stations. Mill St., Blackbird Ct., Schooner Dr., Industrial Way.
  - b.1. Inspect the pump station, record pump run hours, inspect floats, and ensure pumps are operating properly, and recommend cleaning to the DISTRICT;
  - b.2. Check mechanical equipment (e.g., motors, pumps, etc. and recommend preventive maintenance of equipment (e.g., change oil, grease, wet well cleaning) to the DISTRICT’s staff;
  - b.3. Inspect the emergency generator weekly, record test run hours, check oil and fuel levels and inform the DISTRICT’s staff when oil and fuel levels need replenishing.
- (c) Perform the following routine operation at the Foote Street and Lee Way Metering Stations.
  - c.1. Inspect the metering station, record the flow totalizer reading, and recommend cleaning to the DISTRICT.
  - c.2. Check mechanical equipment and recommend preventive maintenance of equipment to the DISTRICT’s staff;
- (d) Provide an answering service twenty-four (24) hours per day, seven (7) days per week, which will include monitoring of the DISTRICT Mission Communications pump station alarm/monitoring system and notify Contractor’s operator of any alarm conditions at the Facility.
- (e) Update Preventative Maintenance Schedule Based on Manufacture’s requirements, and costs to carry out the service.

- (f) Maintain a site visit journal and record operation activities and note general observations of the Station conditions, including equipment serviced, and noticeable concerns with the control building and grounds.
- (g) Submit a monthly status report of the Stations via electronic means, addressing unusual conditions of equipment, process, building, and grounds, and recommend to the DISTRICT any necessary repairs, upgrades, maintenance, process, or Station improvements.

1.2. Additional Pump Station and Sewer System Services

In addition to the Basic Services, Contractor shall be responsible for providing the goods and services more particularly set forth below, as may be required or as requested by the DISTRICT (“Additional Services”):

- (a) Provide an answering service, twenty-four (24) hours per day, seven (7) days per week, which will receive sewer system overflow notification from the Tiverton Police or Tiverton Wastewater District.
- (b) Notify TWWD of pump station alarm condition or sewer system overflow notification received from the Tiverton Police (prior to responding if so requested). Within 2 hours of an alarm or notification arrive at the pump station or overflow location and:
  - b.1. Notify the DISTRICT of the Facility’s condition if the situation requires work or may result in possible violation and take immediate action, if conditions warrant, to prevent loss of limb, life, property or unpermitted discharge (during normal business hours).
  - b.2. If there is an equipment malfunction or failure that does not threaten loss of limb, life, property or un-permitted discharge, notify the DISTRICT and request authorization to take reasonable actions to restore Facility to normal operation or arrange for contingency operation, such as “pump and haul”. The costs of such restorative actions shall be borne by the DISTRICT. If the DISTRICT or the DISTRICT’s representative cannot be reached or refuse to authorize this corrective action and a permit violation occurs, it shall be deemed an Uncontrollable Circumstance and the DISTRICT shall indemnify Contractor for all loss and expense incurred by Contractor. The DISTRICT shall supply Contractor with twenty-

four (24) hour emergency numbers for the DISTRICT representatives.

- b.3. Contractor shall not be responsible for fines or penalties from the RIDEM as a result of the DISTRICT delaying approval or impeding the progress of Repairs or Replacement of failed equipment.
- (c) Attend meetings with the DISTRICT to report on the Stations operation and maintenance or to provide general recommendations regarding Facility operations and maintenance, when requested by the DISTRICT.
- (d) Inspection of sewer service connections for compliance with TWWD Sewer Connection Permits and providing written reports and as built sketches.
- (e) During periods of extended power outages, provide emergency power and periodically pump down 78 E/one grinder pumps in the Riverside neighborhood of Tiverton that are equipped with a 240 V quick connect. The generator provided must be 240V and rated to start a 6500-watt load minimum.

### 1.3. Excluded Services

The DISTRICT shall be solely responsible for the arrangement and implementation of those services and items set forth below (“Excluded Services”):

- (a) Pay the cost for vendor and repair shops costs for spare parts, equipment or the cost accrued by Contractor to schedule and carry out.
- (b) Maintenance, Repair and Replacement of all Stations equipment or the cost accrued by Contractor to schedule and carry out.
- (c) Pay the contractor’s cost for hauling and disposal of all grease and solids. Or the cost accrued by Contractor to schedule and carry out.
- (d) Provide and pay for all Capital Improvements at the Facility.
- (e) Pay the costs for annual calibration of flow meter(s), or the cost accrued by Contractor to schedule and carry out.
- (f) Pay the costs for annual servicing of emergency generator(s), including replenishing of fuel or the cost accrued by Contractor to schedule and carry out.
- (g) Perform building maintenance, lawn mowing, snow removal, and leaf and weed removal, trimming, and removal of trees and shrubbery or the cost accrued by Contractor to schedule and carry out.

- (h) Maintain sewer collection system, including cleaning, unclogging blockages, and repairs.
- (i) Pay all utility costs, including, but not limited to, natural gas, propane, water, sewer, electric, telephone, electronic monitoring and trash associated with Contractor's operation of the Facility.

1.4. Certified Personnel and Subcontractors.

Contractor shall provide the Basic Services under the direct supervision of Contractor personnel who possess valid wastewater operator certifications as required by Applicable Law; or if no such certification is required, by personnel Contractor deems qualified to perform the Basic Services. The DISTRICT acknowledges and agrees that Contractor may retain subcontractors to assist Contractor in the performance of the Basic Services and the Additional Services, who will be bound to the same duties and obligations for performance of the services as Contractor. The use of subcontractors shall not relieve Contractor of its responsibility or obligations under this Agreement.

1.5 Safety Standards

All work carried out by Contractor and its subcontractors shall be performed in accordance with Federal Occupational Health and Safety standards as well as any applicable state regulations.

**2. CAPITAL IMPROVEMENTS**

Contractor may, without obligation, provide the DISTRICT with a listing of recommended Capital Improvements, identifying the Capital Improvements that are necessary to improve the performance or increase the capacity of the Pump Stations, to address or anticipate the obsolescence of portions of the Pump Stations, to reduce the cost to Contractor of performing this Scope of Work, to produce cost savings or efficiency innovations to the Pump Stations, or are necessary to comply with existing or anticipated changes to Applicable Law (each, "Capital Improvement Project" and collectively, "Capital Improvement Projects"). The decision to proceed with construction and implementation of any such Capital Improvement Project shall be at the sole discretion and decision of the DISTRICT. If the DISTRICT decides not to proceed with construction and implementation of a Capital Improvement Project recommended by Contractor that is necessary to address or anticipate the obsolescence of portions of the Pump Stations or comply with existing or anticipated changes to Applicable Law, then that decision may be considered an Uncontrollable Circumstance as defined herein. If the DISTRICT implements a Capital Improvement Project, such implementation may be considered or lead to an Uncontrollable Circumstance, as more particularly set forth hereunder.

## **BID CONDITIONS AND CONTENT**

1. Bids shall be signed by a duly authorized agent or official of the contractor / vendor who has legal authority to bind the company and must clearly identify the scope of services and proposed time frame for completion. Incomplete bid forms may be cause for disqualification of the bid.
2. Bids that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to re-word or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.
3. Bids must be submitted with three (3) complete copies.
4. Bids must be submitted in a sealed envelope clearly marked, so as to guard against opening prior to the appointed time, with the:

**NAME OF THE BIDDER**

**ADDRESS OF THE BIDDER**

**WORDS: "BID PROPOSAL FOR: TWWD Sewer Pump Station Operation and Maintenance Services and Sewer System Emergency Response. No TWWD200301"**

**DATE OF THE BID**

5. If mailed, the sealed envelope containing the proposal shall be marked as stated above and shall be enclosed in another envelope properly addressed for mailing.
6. Within a reasonable time after the bid opening, the TIVERTON WASTEWATER DISTRICT, RHODE ISLAND, (herein after referred to as the DISTRICT) shall act on the award of a contract for the project.
7. The DISTRICT reserves the right to withdraw this request at any time based on available funding.
8. The DISTRICT shall be the sole judge as to whether any bid complies with these specifications, and such a decision shall be final and conclusive. Bidders shall state any exceptions taken to the bid specifications.
9. **THE DISTRICT RESERVES THE RIGHT TO REJECT ANY, OR PART, OF ALL BID PROPOSALS; WAIVE ANY INFORMALITIES AND TECHNICALITIES; AND TO ACCEPT THAT BID WHICH THE DISTRICT DEEMS TO BE IN THE BEST INTEREST OF THE DISTRICT, WHETHER OR NOT IT IS THE LOWEST DOLLAR BID.**



10. Proposals submitted in unmarked envelopes, which are opened by the DISTRICT in its normal course of business, will not be accepted. If time permits, the proposal may be returned to the bidder informing them that the proposal may be resubmitted in a sealed envelope properly marked as indicated above.
11. Bid prices shall not include any sales, excise or other taxes for which the DISTRICT is not liable. All bidders shall honor their properly submitted bid for a period of sixty (60) days after the date of bid opening, without escalation.
12. Tax Compliance – Successful bidder shall be required to submit a current W-9 form in conformance with the attached sample, affirming current reporting compliance with all relevant jurisdictions.
13. Consideration in the awarding of the CONTRACT will be given to price, experience and competence of the bidder, the nature and size of the bidder's organization, and quality of similar projects it has performed and completed in the past and a determination by the DISTRICT that the COMPANY has the ability to complete the work.
14. Insurance – Before commencement of the contract services, the Contractor shall obtain and maintain throughout the term of this contract, the following insurance written by a company qualified to do business in the State of Rhode Island and satisfactory to the DISTRICT.

The Contractor agrees to defend, indemnify, protect, save and keep harmless the Tiverton Wastewater District from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Contractor in undertaking this project. Proof of insurance must be supplied to the Tiverton Wastewater District thirty (30) days prior to the beginning of the term of contract, and then on an annual basis throughout the remainder of the contract's terms. All insurers of the Contractor shall be notified that a copy of any notice of cancellation shall be sent to the Tiverton Wastewater District .

a. **General Liability** - The Contractor will maintain in full force at all times during this engagement General Liability (including products and completed operations) insurance in the minimum amount of \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. If the Contractor's General Liability Policy is subject to an Annual Aggregate, said Aggregate must be in multiples of the per occurrence limit of liability. The Contractor will provide evidence of its General Liability policy to the Tiverton Wastewater District naming the Tiverton Wastewater District as an additional insured to the policy.

b. **Auto** - The Contractor will maintain in full force at all times during this engagement Auto Liability insurance covering all owned vehicles, hired vehicles, or non-owned vehicles in the minimum amount of \$1,000,000 per occurrence for all damages on

account of personal injuries and/or property damage. The Contractor will provide evidence of its Auto Liability policy to the Tiverton Wastewater District naming the Tiverton Wastewater District as an additional insured to the policy.

**c. Workers' Compensation** - The Contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the project. Workers' Compensation coverage must meet the statutory obligations of the State and Employer's Liability coverage shall be provided at \$500,000/\$500,000/\$500,000. Contractor shall supply evidence of the same to the Tiverton Wastewater District .

**d. Umbrella/Excess Liability:** The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage.

Minimum Limits: \$2,000,000 per occurrence/\$2,000,000 annual aggregate

Coverage applies over the underlying General Liability, Automobile Liability, and Employer Liability section of the Workers Compensation Coverage.

15. The COMPANY must bid the project as outlined in the CONTRACT and PROJECT SPECIFICATIONS. If the COMPANY proposes to perform any optional work or to substitute any part of the PROJECT SPECIFICATIONS, such options and/or substitutions must be explained in detail and the amount of additional or reduction in cost must be listed.
16. The following items shall also be included with the bid:
  - A. Personnel Roster
  - B. Client list for past five (5) years including current projects
  - C. Statement of Qualifications
  - D. Name and resume of project manager
  - E. Non-Collusive Bid Statement
17. Each bidder must inform themselves of the conditions relating to the specifications of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of this CONTRACT. At the time of opening of the bids, each bidder will be presumed to have read, and to be thoroughly familiar with, the plans and CONTRACT documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to this bid.
18. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over performance of the project shall apply to the CONTRACT throughout, and they will be deemed to be included in the CONTRACT the same as though herein written out in full.

19. Prevailing Wage – For all construction and public works projects, the successful bidder shall be required to furnish completed certificate guaranteeing payment of prevailing wage and indemnifying the Tiverton Wastewater District, Rhode Island from any loss whatsoever arising from failure to pay prevailing wage in conformance with the attached sample (if required).

**20. COMPLETION DATE AND TIME SCHEDULE:**

**A. Awarding of Contract**

Within a reasonable time after the opening of the bids, the DISTRICT shall award a contract for the project. The DISTRICT reserves the right to reject any and all bids as previously stated.

**B. Signing the Contract**

Within thirty (30) days after the receipt of notice of acceptance by the DISTRICT of its proposal, the COMPANY shall execute with the DISTRICT a CONTRACT upon the basis of these specifications.

The COMPANY shall commence work within thirty (30) days of the signing of said CONTRACT.

**TIVERTON WASTEWATER DISTRICT, RHODE ISLAND**

**BID FORM**

**Project: Sewer Pump Station Operation and Maintenance Services and Sewer System  
Emergency Response Bid No. TWWD200301**

The undersigned duly authorized agent for the **COMPANY** submitting this bid affirms and declares:

1. That this bid is executed with full knowledge and acceptance of the **PROJECT SPECIFICATIONS** enclosed with the **REQUEST FOR PROPOSALS** on the subject project.
2. That, should this bid be accepted in writing by the **DISTRICT**, said **COMPANY** will furnish the services for which this bid is submitted as the dollar amount indicated and in full compliance with the provisions of said **PROJECT SPECIFICATIONS**.
3. That all items, documents, statements, and other information as required by the **PROJECT SPECIFICATIONS** have been submitted herein.
4. That the **COMPANY** understands and accepts that although the dollar amount of this bid is a major factor for consideration, the **DISTRICT** reserves the right to award the **CONTRACT** to other than the **COMPANY** submitting the lowest dollar bid after careful analysis of additional factors outlined in the **CONTRACT** and **PROJECT SPECIFICATIONS**.
5. That the **COMPANY** proposes to furnish the services and materials required to complete the aforesaid **PROJECT SPECIFICATIONS** at the hourly rate below.

**BID AMOUNT:**

Contractor will provide the amount to perform the requested services as follows:

1. Contractor shall provide a monthly fee for performing the Basic Services.
2. Contractor will provide hourly rates for the Additional Services in the following format:

**ADDITIONAL SERVICES FEES AND COSTS**

<b>CLASSIFICATION</b>	<b>STANDARD HOURLY RATE</b>	<b>EMERGENCY HOURLY RATE</b>
Operator		
Mechanic		
Painting		

Mileage (when it applies)	per mile	per mile
Landscape and snow removal		
Sewer Connection Inspection and Report	Per inspection	N/A
Portable Generator and equipment to pump down E/one grinder pumps during power outage		

By: Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Business address \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

**TIVERTON WASTEWATER DISTRICT , RHODE ISLAND  
NON-COLLUSIVE BID STATEMENT**

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition,

And

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the opening of the bid.

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Signature

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Printed Name

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Title

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Company

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Date