



**TOWN OF
NORTH KINGSTOWN, RHODE ISLAND**

**100 Fairway Drive
NORTH KINGSTOWN, R.I. 02852-6202
PHONE: (401) 294-3331
FAX: (401) 294-2436**

**INVITATION FOR BIDS
PORTABLE TOILET RENTALS
TWO (2) YEAR TERMS**

***Sealed bids for the above will be accepted at the Town of North Kingstown Municipal Offices, ATTN: Purchasing/Finance, 100 Fairway Drive, North Kingstown, Rhode Island 02852, and clearly marked with the name of the item bid, and the date and time of opening, until 10:30am on Friday, March 6, 2026.**

The bids will be publicly opened and read aloud. The Town of North Kingstown will make every effort to provide a safe environment.

**NO BIDS WILL BE ACCEPTED AFTER THE
FRIDAY, MARCH 6, 10:30AM DEADLINE.**

All questions are to be submitted in writing via email to: Tim McDavitt, Purchasing/Finance tmcdavitt@northkingstownri.gov NO LATER than **February 25, 2026** at 4:00pm in order to post any necessary Addendum in a timely manner. **NO QUESTIONS WILL BE ACCEPTED AFTER FEBRUARY 25, 2026.**

IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN AND/OR STATE OF RHODE ISLAND PURCHASING WEBSITES AND/OR BIDNET.COM FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.

Specifications may be obtained at the Purchasing Agent's Office at the address listed above.

A certificate of Insurance showing \$1 million General Liability and \$1 million Any Auto, with the Town being named as an additional insured, Worker's Compensation, with a waiver of subrogation will be required of the successful bidder.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

Purchasing Agent

***PLEASE SUBMIT AN ORIGINAL AND ONE (1) ELECTRONIC COPY-Thumb Drive**

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.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

- Bid Price;
- Quality of services previously performed by the vendor for the Town of North Kingstown, if any;
- Services offered;
- Meets or exceeds bid specifications;
- Early Payment Discount.

TOWN OF NORTH KINGSTOWN, RHODE ISLAND INFORMATION FOR BIDDERS

ARTICLE 1. RECEIPT AND OPENING OF BIDS

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the **Town of North Kingstown Municipal Offices, ATTN: Purchasing/Finance, 100 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 their 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.

The Town 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.

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 their 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 they are 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 has 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 shall in no way relieve any bidder from any obligation in respect to their 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. "OR EQUAL" BIDDING

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any one make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

ARTICLE 8. 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 9. 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 10. CONTRACT PERIOD AND TERM OF AGREEMENT (*When Applicable to Bid*)

The contract period is found in the Standard Form of Agreement. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

ARTICLE 11. LABOR REGULATIONS (*When Applicable to Bid*)

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 12. INSURANCE (*When Applicable to Bid*)

The Vendor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, their operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, their breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of their bid.

The Vendor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor shall provide a certificate of insurance as specified in the bid specifications. 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/\$1,000,000.
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 themselves against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner, and shall secure, pay for and maintain insurance as necessary to protect against errors and omissions which may result from this project.

ARTICLE 13. 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.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
PORTABLE TOILET RENTALS
TWO (2) YEAR TERMS**

SPECIFICATIONS

The Town of North Kingstown is requesting bids to rent uni-sex portable sanitary units for specific dates, with the following specifications. The Town reserves the right to delete any units no longer needed, or add any extra units, if a need becomes apparent.

Please submit bids for two (2) year option.

Please complete the following:

	<u>Same or Equal</u>
Outside dimensions: Approximately 44.5" x 44.5" x 80"	_____
Door opening: Approximately 31" x 72"	_____
Construction: 1/8" fiberglass reinforced resin, one piece, or equal	_____
Toilet seat: Plastic or enamel coated wood with lids	_____
Tank: Approximately 45-gallon, fiberglass, or equal	_____
Weight: Approximately 190 lbs. empty	_____
Skids: Pressure treated, or equal	_____

The Town shall not be responsible for damage to the rentals due to fire, theft, vandalism, etc.

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
PORTABLE TOILET RENTALS – TWO (2) YEAR TERM**

BID FORM: *Page 1 of 7*

**TO: Town of North Kingstown
100 Fairway Drive
North Kingstown, RI 02852**

I, (We), the undersigned, agree to furnish to the Town of North Kingstown, portable sanitary facilities at the below mentioned locations and dates to be cleaned twice a week except for June, July and August in which units marked with ** will be cleaned and stocked three times a week (Monday, Wednesday, Friday) for the following prices:

<u>Location</u>	<u>Dates</u>	<u>Per Timeframe</u>
McGinn Park (3 units one of which Handicap): 174 School Street	<input type="checkbox"/> 07/01/2026 to 06/30/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 07/01/27 to 06/30/28 \$ <input type="checkbox"/> _____	
Golf Course (2 Units): Callahan Road GREEN IF AVAILABLE	<input type="checkbox"/> 07/01/2026 to 06/30/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 07/01/27 to 06/30/28 \$ <input type="checkbox"/> _____	
Fuerer Park 1 unit: Lafayette Road	<input type="checkbox"/> 07/01/26 to 11/30/26 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 04/01/27 to 11/30/27 and 4/1/28 to 6/30/28 \$ <input type="checkbox"/> _____	
**Town Beach (1 handicap Unit): 15 Beach Street Playground area	<input type="checkbox"/> 07/01/2026 to 06/30/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 07/01/27 to 06/30/28 \$ <input type="checkbox"/> _____	
**Town Beach (1 standard unit): 15 Beach Street Playground area	<input type="checkbox"/> 07/01/2026 to 10/31/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 04/01/28 to 10/31/28 \$ <input type="checkbox"/> _____	
Ryan Park: 291 Oak Hill Road	<input type="checkbox"/> 07/01/2026 to 06/30/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 07/01/27 to 06/30/28 \$ <input type="checkbox"/> _____	
**Town Beach (2 Units of which 1 handicap): 15 Beach Street Bandstand area	<input type="checkbox"/> 07/01/2026 to 06/30/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 07/01/27 to 06/30/28 \$ <input type="checkbox"/> _____	
**Town Beach (2 standard unit): 15 Beach Street Bandstand area	<input type="checkbox"/> 07/01/2026 to 10/31/27 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 04/01/28 to 10/31/28 \$ <input type="checkbox"/> _____	
Allen Harbor 2 units: 24 Bruce Boyer Street	<input type="checkbox"/> 07/01/26 to 10/31/26 \$ <input type="checkbox"/> _____ <input type="checkbox"/> 05/01/27 to 10/31/27 and 5/01/28 to 6/30/2028 \$ <input type="checkbox"/> _____	

Signal Rock 1 unit: Signal Rock Road	▪ 07/01/26 to 10/31/26 ▪ 04/01/27 to 10/31/27 and 4/1/28 to 6/30/28	▪ \$ _____ ▪ \$ _____
**Wilson Park 2 units (one of which handicap): Roosevelt Ave (near playground)	▪ 07/01/2026 to 06/30/27 ▪ 07/01/27 to 06/30/28	\$ _____ \$ _____
**Wilson Park 1 units Roosevelt Ave Near Pickleball Courts	▪ 07/01/2026 to 10/31/26 ▪ 04/01/27 to 10/31/27 AND 4/1/28 to 6/30/28	\$ _____ \$ _____
Margaret Cranston Playground 1 unit:	▪ 07/01/2026 to 06/30/27 ▪ 07/01/27 to 06/30/28	\$ _____ \$ _____
Wilson Dock 1 unit: Flatfish End of Intrepid Dr	▪ 07/01/2026 to 06/30/27 ▪ 07/01/27 to 06/30/28	\$ _____ \$ _____
Town Dock (DPW) 1 unit: 170 Main Street	▪ 07/01/2026 to 06/30/27 ▪ 07/01/27 to 06/30/28	\$ _____ \$ _____
TOTAL BID YEAR 1		
TOTAL BID YEAR 2		

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
PORTABLE TOILET RENTALS – TWO (2) YEAR TERM**

BID FORM: *Page 3 of 7*

**PLEASE NOTE: WITH EVERCHANGING COVID RESTRICTIONS, THE TOWN OF
NORTH KINGSTOWN RESERVES THE RIGHT TO CANCEL/RESCHEDULE NO
LESS THAN THIRTY (30) DAYS PRIOR TO SCHEDULED EVENTS BELOW.**

TOWN BEACH (4TH OF JULY CELEBRATION)

- Eighteen (18) units at Town Beach, including handicap accessible and one with a sink:
 - 1) **2026:** beginning July 2nd noon through morning of July 7th **Total Price** _____
 - 2) **2027:** beginning July 2nd noon through morning of July 7th **Total Price** _____

****Town will communicate if needed for the rain date. The length of time will be shorter than listed above**

WICKFORD ART FESTIVAL

- Twenty-six (26) units, including three (3) handicap accessible and three (3) wash stations.
 - ✓ Clean out Saturday night between 9:00pm and 8:00am on Sunday.
 - ✓ All units shall contain toilet paper dispensers to accommodate at least two (2) toilet paper rolls of 2500 sheets/roll, or equal.
 - ✓ New full toilet paper rolls shall be placed in each portable toilet when delivered on Friday, and again on Saturday.

- 1) **2026:** beginning Friday, July 10th by 9:00am through noon Monday, July 13th
Total Price _____
- 2) **2027:** beginning Friday, July 8th by 9:00am through noon Monday, July 12th **Total Price** _____

1) Alternate: Cost for unit(s), if needed, for use at areas or dates other than those specified:

Regular Portable: \$ _____ /Week
Handicap Accessible: \$ _____ /Week
Wash Station: \$ _____ /Week
Regular Portable: \$ _____ /Month
Handicap Accessible: \$ _____ /Month
Wash Station: \$ _____ /Month
Wash Station: \$ _____ /Month

**TOWN OF NORTH KINGSTOWN, RHODE ISLAND
PORTABLE TOILET RENTALS – TWO (2) YEAR TERM**

BID FORM: *Page 7 of 7*

DISCOUNT FOR EARLY PAYMENT: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE: _____
(Please print name and title)

TELEPHONE: _____

EMAIL: _____

DATE: _____