



**TOWN OF WESTERLY**

**PUBLIC BID**

**2016-014**

**STEEL GUARDRAIL**

February 2016

**TOWN OF WESTERLY  
INVITATION TO BID  
2016-014  
STEEL GUARDRAIL**

The Town of Westerly, acting through its Purchasing Agent, is hereby soliciting sealed bids for the Department of Utilities for furnishing and installation of a **Steel Guardrail**. Sealed bids will be received no later than **March 21, 2016 at 3:00 PM**, at the Office of the Purchasing Agent, Westerly Town Hall, 45 Broad St., Westerly, RI 02891, at which time, or as soon thereafter as possible, they will be publicly opened. Copies of the bid document may be obtained on or after **February 29, 2016** by visiting our website [www.westerly.govoffice.com](http://www.westerly.govoffice.com) or by calling the Purchasing Department, 401-348-2625, between the hours of 8:30 AM to 4:30 PM, Monday through Friday. A pre-bid meeting will be held on **March 7, 2016 @ 9:30 a.m.** at 28 White Rock Road, Westerly, RI 02891. The Town of Westerly reserves the right to reject or accept any or all bids that it deems to be in its best interest and to waive any informalities in the bidding system. No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof.

A Bid Bond in the amount of 5% of the base bid will be required to accompany Bids. In addition to, ALL trades are required to pay prevailing wages. (Davis Bacon Act RI140001 – As amended up to the date of this Bid).

In addition to two (2) original copies of the Bid Form to be submitted, prospective bidders shall also submit with their hard copy bid, one (1) read-only CD-R media disc as the "Public Copy". The Public Copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Title of Solicitation; (2) Name of Bidder and Address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the Project. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive and rejected.**

Bids misdirected to any other person or location by virtue of incorrect mailing addresses or otherwise not present at the Purchasing Agent's office prior to the bid deadline for whatever reason will not be accepted. The Purchasing Agent will be the sole and final judge of timely receipt. Documents incorrectly addressed or misdirected to other locations other than the Purchasing Agent at the Town Hall, and are not present at the time of bid opening for whatever cause will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

All questions, regarding the Bid, should be emailed, no later than March 14, 2016 by 12:00 PM to Eileen Cardillo, Purchasing Agent, [ecardillo@westerly.k12.ri.us](mailto:ecardillo@westerly.k12.ri.us) or fax; 401 348-2528. All Bids must be sealed and clearly marked 2016-014 Steel Guardrail.

The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) 72 hours in advance of the hearing date.

**STANDARD INSTRUCTIONS TO BIDDERS  
TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS  
PURCHASING DEPARTMENT**

1. Receipt and Opening of Proposal  
Sealed proposals (bids) will be accepted by the Town of Westerly Purchasing Agent, 45 Broad St., Westerly, RI 02891 until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.
2. Form of Bid  
Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.
3. Submission of Bids
  - a. Envelopes containing bids must be sealed and addressed to the Town of Westerly, Purchasing Agent, 45 Broad St., Westerly, RI 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
  - b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
  - c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
  - d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
  - e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
  - f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
4. 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 the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
5. Terms  
Cash discounts offered will not be considered in determining awards. Payment terms are net 30.
6. Rhode Island Sales Tax  
The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended.
7. Federal Excise Taxes  
The School is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. “Or Equal” Bidding  
When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.  
If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly/Westerly Public Schools or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.
9. Award and Contract  
Unless otherwise specified, the Town of Westerly/Westerly Public Schools reserves the right to make award by item or items, or by total, as may be in the best interest of the Town/School. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town/School Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.
10. Delivery  
All prices must be on the basis of F.O.B. Delivery Point, Westerly, Rhode Island. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:30 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town/School Purchasing Agent.
11. Equal Employment Opportunity Policy Statement  
For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly/Westerly Public Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.  
The Town of Westerly/Westerly Public Schools is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the School with goods and services necessary for routine and emergency operations. The Town of Westerly/Westerly Public Schools will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.
12. Town/Schools Right to Reject  
The Town of Westerly/Westerly Public Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the School.
13. Bond/Surety  
Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business

in the State of Rhode island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

14. Insurance

The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, including property in your care, custody, and control, 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 until completion and final acceptance by the Town.

The Contractor shall also indemnify and save harmless the Town and School against any and all claims of whatever kind and nature due to, or arising out of, his/her breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his/her Bid.

The Contractor shall furnish certificates of insurance from companies acceptable to the Town. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bidding forms. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by the Town.

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions; the Town of Westerly/Westerly Public Schools shall be named as additional insured and as the Certificate Holder:

I. Workmen's Compensation Insurance\*

The CONTRACTOR shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide Employer's General Liability Insurance in the amount of \$500,000 for the benefit of his/her employees not protected by such compensation laws.

II. Comprehensive General Liability including Premise/Operations, Explosion, Collapse, and Underground Property Damage, Products/Completed Operations, Broad Form Contractual, Independent Contractors, Broad for Property Damage; and Personal Injury liabilities.

(a) Bodily Injury: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

(b) Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

(c) Personal Injury: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

III. Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles: Carrier shall be A- rated or higher.

- (a) \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

Coverage to include CA 99 48 Pollution Liability Endorsement

IV. Excess Liability Insurance

Contractor to purchase and maintain Excess Liability insurance in the Umbrella form with Liability Limits no less than \$5,000,000 for Bodily Injury and Property Damage. Coverage to be maintained in accordance with the above requirements. Evidence of such excess liability shall be delivered to Owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

- V. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Section on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner.

Contractor will provide such additional information in respect of insurance provided by him/her as Owner may reasonably request.

Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies hereinabove required to be furnished by the CONTRACTOR, or by separate policies of insurance as follows:

1. Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
2. Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.
3. Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting therefrom.
4. The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

15. Labor Regulations

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

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

16. Wage Rates

**Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor.**

**TOWN OF WESTERLY  
2016-014  
STEEL GUARDRAIL  
SPECIFICATIONS**

Specifications for the furnishing and installation of a **Steel Guardrail** located at 28 White Rock Road, Westerly, RI 02891 per the specifications below. Questions are due to Eileen Cardillo no later than 3/14/16 @ 12:00 P.M. via email at ecardillo@westerly.k12.ri.us.

**INCIDENTAL CONSTRUCTION AND SERVICES**

**STEEL BEAM GUARDRAIL**

**DESCRIPTION.** This work consists of providing galvanized coated steel beam guardrail and end sections of various types and configurations at the locations indicated on the Plans or as directed by the Engineer, all in accordance with these Specifications.

**MATERIALS.**

**Metal Beam Rail.** Metal Beam Rail shall conform to the applicable requirements of Subsection M.08.03 of these Specifications.

**Guardrail Posts.** Guardrail Posts shall conform to the applicable requirements of Subsection M.08.07 of these Specifications.

**Guardrail Hardware.** Hardware shall conform to the applicable requirements of Subsection M.08.08 of these Specifications.

**CONSTRUCTION METHODS.**

**Installation.**

a. **Posts.** Posts shall be set plumb and in alignment with the rail elements.

**Steel Posts,** with the exception of end anchor posts, shall be mechanically driven. Where boulders or other unsuitable materials are encountered in driving, such material shall be removed and replaced with suitable material to permit the setting of the post. Where ledge is encountered, the post shall be installed as indicated on the Plans or as directed by the Engineer.

In driving steel posts, suitable driving caps and equipment shall be provided to prevent battering or injury to the posts and to prevent the galvanizing on the posts above the ground line from being scratched, defaced or damaged.

The Contractor is cautioned that within the limits of any project, buried electrical cable for illumination or utilities may be present.

b. **Rail Elements.** Rail elements, including brackets, rub rails, and backup rails where required, shall be erected to produce a smooth, continuous installation, all as indicated on the Plans. Terminal sections, rub rails and rail elements shall be lapped in the direction of traffic. All bolts, except adjustment bolts, shall be drawn tight. Bolts shall be of sufficient length to extend beyond the nuts.

c. **End Sections.** When excavating for buried anchorages, the trench shall be excavated so that the back face of the "dead-men" anchor is forced against the undisturbed material where this is practical. The wire rope for all anchorages shall be drawn taut and fastened securely. Before the installation of longitudinal guardrail (parallel to traffic) begins, the required end sections shall be in place. An unprotected blunt end facing traffic will not be permitted. By the end of each working day, blunt trailing ends must be buried in either earth or earth embankment such that the tip of the rail is at least 6 inches below ground or mound level. The blunt end may also be protected by an approved fitch barrel pattern when so indicated on the

Plans or directed by the Engineer. All costs associated with the protection of blunt trailing ends shall be incurred by the Contractor at no additional costs to the State.

d. Reflectorized Triangular Delineators. Silver reflectors shall be installed on the right side of the road and amber on the left side, all in accordance with MUTCD Guidelines for Pavement Edgeline Markings. The reflectorized aluminum washer is to be placed in the valley of the beam when mounting beam onto each sixth post.

Cut Galvanized Elements. Before final erection, all galvanized elements which have been cut or worked so as to destroy the zinc coating and cause the base metal to be exposed shall have the exposed base metal thoroughly cleaned and painted with one coat of zinc dust-zinc oxide paint and a finish coat of aluminum paint.

#### **METHOD OF MEASUREMENT.**

Steel Beam Guardrail. "Steel Beam Guardrail" of the various types indicated will be measured by the number of linear feet, end-to-end of continuous sections, actually installed in accordance with the Plans and/or as directed by the Engineer.

Guardrail Posts. When required, "Guardrail Posts" will be measured by the number of such posts actually installed in accordance with the Plans and/or as directed by the Engineer.

End Sections. "End Sections" of the various types indicated will be measured by the number of such sections actually installed in accordance with the Plans and/or as directed by the Engineer.

#### **BASIS OF PAYMENT.**

Steel Beam Guardrail. The accepted quantities of "Steel Beam Guardrail" of the various types and configurations indicated on the Plans will be paid for at the respective contract unit prices per linear foot as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials and equipment, including hardware, nuts, bolts, washers, splice plates, reflectorized triangular delineators, posts driven in earth, and all other incidentals required to finish the work, complete and accepted by the Engineer.

Guardrail Posts. The accepted quantities of "Guardrail Posts" will be paid for at the contract unit price per each as listed in the Proposal. The price so-stated constitutes full and complete compensation for all labor, materials and equipment, including rock excavation and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

End Sections. The accepted quantities of "End Sections" of the various types and configurations indicated on the Plans will be paid for at their respective contract unit prices per each as listed in the Proposal. The prices so-stated constitute full and complete compensation for all labor, materials and equipment, including hardware, nuts, bolts, washers, splice plates, and all other incidentals required to finish the work, complete in place and accepted by the Engineer.

#### **MATERIALS.**

Guardrail Hardware Items. Hardware items shall include such items as bolts, washers, nuts, tie rods, turnbuckles and other items as specified. Unless otherwise specified, hardware items shall be galvanized in accordance with Subsection M.05.04.13, Para. e of these Specifications. Steel backing plates, unless otherwise specified, shall be carbon steel conforming to AASHTO M270 (ASTM A709) Grade 36.

**2016-014  
STEEL GUARDRAIL  
BID PROPOSAL**

DATE: \_\_\_\_\_

**Provide a delivered price for furnishing and installation of a steel guardrail per specifications.**

**Item 1 - Steel Beam Guardrail                      Quantity: 390 feet**

Price Per linear foot in words \_\_\_\_\_

Price Per linear foot in figures \$ \_\_\_\_\_

Total price for 390 linear feet in words \_\_\_\_\_

Total price for 390 linear feet in figures \$ \_\_\_\_\_

**Item 2 - Guardrail Posts.                      Quantity per each**

Price Per each in words \_\_\_\_\_

Price Per each in figures \$ \_\_\_\_\_

Total price for each in words \_\_\_\_\_

Total price for each in figures \$ \_\_\_\_\_

**Item 3 - End Sections.                      Quantity per each**

Price Per each in words \_\_\_\_\_

Price Per each in figures \$ \_\_\_\_\_

Total price for each in words \_\_\_\_\_

Total price for each in figures \$ \_\_\_\_\_

Grand total Items 1 – 3 in words \_\_\_\_\_

Grand total Items 1 – 3 in figures \$ \_\_\_\_\_

**Note: Above price tax exempt.**

Did you deviate from the specifications in any way: YES \_\_\_\_\_ NO \_\_\_\_\_  
(If yes, you must submit a detailed description of all deviations so that your product or service can be properly evaluated.)

Did you receive an addendum: YES \_\_\_\_\_ NO \_\_\_\_\_



EXCEPTION TO MINIMUM SPECIFICATIONS:

Company:

By:

## Appendix A

### Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

#### Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with Westerly Public Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1} has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to Westerly Public Schools Finance Office Babcock Hall by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted' on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other than the Schools location or which are not present in Westerly Public Schools Finance Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, Westerly Public Schools will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at [www.dlt.ri.gov](http://www.dlt.ri.gov).

PUBLIC RECORDS. Offerors are advised that all materials submitted to the School for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting [www.westerly.govoffice.com](http://www.westerly.govoffice.com) or appearing in person at the Westerly Public Schools Finance Office Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the School's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment Issued by Westerly Public Schools PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by Westerly Public Schools Finance Office, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are Incorporated into Westerly Public Schools contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of Westerly Public Schools.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**

**Offerors must respond to every disclosure statement and submit with your proposal.** A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

**Indicate Yes (Y) or No (N):**

1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_\_ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

\_\_ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

\_\_ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging in investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

\_\_ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: \_\_\_\_\_

\_\_ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

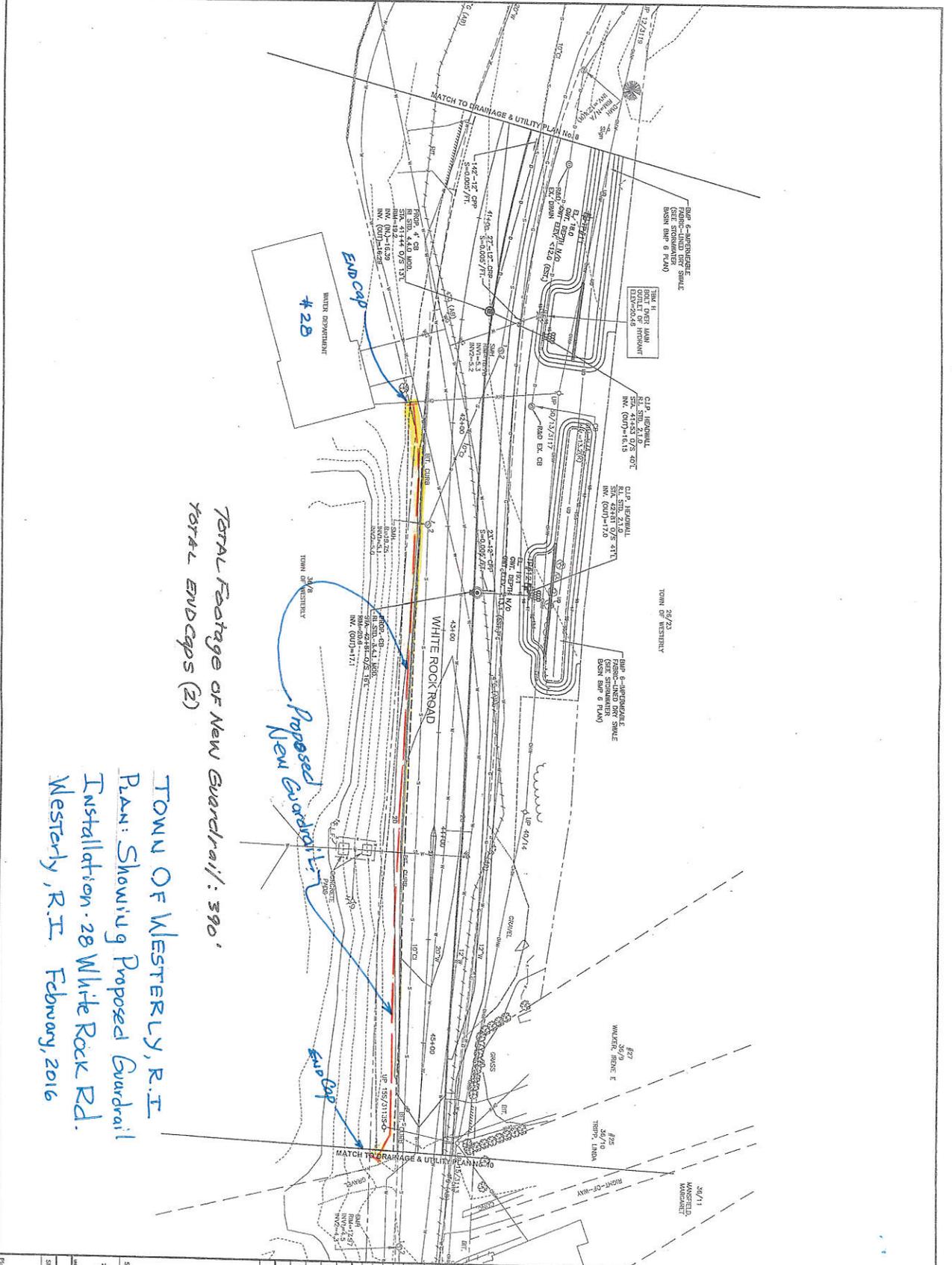
Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: \_\_\_\_\_ Bid Number: \_\_\_\_\_ Date: \_\_\_\_\_

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

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TOTAL FOOTAGE OF NEW GUARDRAIL: 390'  
 TOTAL ENDCAPS (2)

TOWN OF WESTERLY, R.I.  
 PLAN: Showing Proposed Guardrail  
 Installation - 28 White Rock Rd.  
 Westery, R.I. February, 2016

<p>Engineered by:  <b>BETA</b>          Engineers/Planners Ltd.</p>	<p>Project:          White Rock Road          Canal Drainage          Westery, Rh</p>	<p>Subcontractor:          [Blank]</p>	<p>Scale:          1" = 40'</p>
<p>PE Stamp:          [Blank]</p>	<p>Title:          Drainage Plan N</p>	<p>Drawn By:          M.L.</p>	<p>Scale:          1" = 40'</p>
<p>Checked By:          C.H.</p>	<p>North Arrow</p>	<p>Checked By:          C.H.</p>	<p>Scale:          1" = 40'</p>
<p>Final Rev</p>	<p>North Arrow</p>	<p>Checked By:          C.H.</p>	<p>Scale:          1" = 40'</p>
<p>33</p>	<p>North Arrow</p>	<p>Checked By:          C.H.</p>	<p>Scale:          1" = 40'</p>