



**PUBLIC BID**

**2016-066**

**EMERGENCY BACKUP GENERATOR**

August 2016

**WESTERLY PUBLIC SCHOOLS  
PUBLIC BID  
2016-066 EMERGENCY BACKUP GENERATOR**

Westerly Public Schools, acting through its Purchasing Agent, is hereby soliciting sealed bids for the **Buildings & Maintenance Department** for a **EMERGENCY BACKUP GENERATOR** for Westerly Public Schools, Babcock Hall. Bids will be received at the Finance Office, Attn: Carol A. Avery, Babcock Hall, 23 Highland Avenue, Westerly, RI 02891 until **2:00 pm Tuesday, August 30, 2016** at which time they will be opened and read aloud. Copies of the bid documents may be obtained on or after August 9, 2016 by visiting the websites: [www.westerly.k12.ri.us](http://www.westerly.k12.ri.us) or [www.westerly.govoffice.com](http://www.westerly.govoffice.com) or by contacting Carol A. Avery between the hours of 8:00 am and 3:30 pm, **Monday through Friday**, at 401-315-1535. **A pre-bid meeting will be held at Babcock Hall on August 16, 2016 at 10:00 a.m.** All questions, regarding the Bid, should be emailed, no later than **August 22, 2016 by 12:00 p.m.** to Eileen Cardillo, Purchasing Agent, [ecardillo@westerly.k12.ri.us](mailto:ecardillo@westerly.k12.ri.us).

All Bids must be sealed and clearly marked **2016-066 EMERGENCY BACKUP GENERATOR** in the lower left hand corner of the envelope. **A Bid Bond in the amount of 5% of the base bid will be required to accompany Bids. Performance, Labor and Material Payment Bonds, in the amount of 100% of the contract price will be required of the successful bidder. 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 Finance 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 Finance Office at Babcock 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.

Westerly Public Schools 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. Westerly Public Schools 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.

## INFORMATION FOR BIDDERS

### 1. RECEIPT AND OPENING OF BIDS:

- a. Westerly Public Schools, acting herein through its Purchasing Agent (herein called the Owner, invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Two (2) original Bids are to be submitted to the Purchasing Agent. Bids will be received at the office of the Purchasing Agent Finance Office, Babcock Hall, 23 Highland Avenue, Westerly, Rhode Island until **2:00 pm on Tuesday, August 30, 2016** at which time they will be publicly opened and read aloud. The envelope containing the bids must be sealed, and addressed to the Purchasing Agent, Finance Office, 23 Highland Ave., Westerly, RI 02891, clearly marked: **2016-066 EMERGENCY BACKUP GENERATOR**.
- b. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Any bid accepted shall be subject to appropriation and availability of funds.
- c. **Form of Bid Proposal.** Each proposal must be made on the form furnished by the School and attached hereto and the completed proposal must be left intact in this pamphlet. Bidders will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed proposal form by which prices the bids will be compared. If any price is omitted, the blank may be filled with the lowest price named by any bidder for that item, or the proposal may be rejected. Westerly Public Schools/Town of Westerly reserves the right to waive, at its discretion minor informalities in any proposal.
- d. **Bidding Check or Bid Bond.** Each proposal must be accompanied by either a certified check or a bid bond for not less than 5% of the total bid made payable to the Westerly Public Schools, said check to be returned on written request to the bidder or bond released by the School after the contract has been awarded and executed unless forfeited as hereinafter stipulated. No bid will be considered which is not accompanied by such check or bond.
- e. **Performance, Labor and Materials Bond, Execution of Contract.** If the resultant contract will exceed \$50,000.00, the person or persons to whom the contract shall be awarded must file a performance and labor and materials bonds and execute said contract in triplicate within ten (10) days from the date of notification of such award, and in case of failure or neglect to do so, the School may determine that the bidder has abandoned the contract, and thereupon the proposal and acceptance shall be null and void, and, at the School's option, the amount of the check or bond accompanying the proposal shall be forfeited to Westerly Public Schools or shall be returned to the bidder in whole or in part. The performance and labor and materials bonds furnished must each be in the sum of the full amount of the Bid and/or Contract Price in favor of Westerly Public Schools. The bonds shall be executed by a financially strong surety company licensed to do business in the State of Rhode Island and approved by the School, as Surety, for the faithful performance of the contract and payment for labor and materials. The bonds shall remain in full force and effect until the completion of the contract, including the guaranty or warranty periods stipulated in the Contract Documents and/or Agreement or until final acceptance by Westerly Public Schools. The Contractor shall pay the premiums for such Bonds.
- f. **Insurance.** The contractor shall, before beginning work under this contract, file with the Purchasing Agent, copies of a certificate or certificates, by an acceptable insurance company, or companies, that the various forms of insurance required have been provided in the stipulated amounts. See Supplementary Conditions H, section 3 for requirements.
- g. **Information to be Submitted.** Bidders whose proposals are being considered must submit the following information in duplicate within five (5) days after a request for the same by the

- School. 1. Evidence that previous work done by the bidder, similar to that called for in this contract, was carried forward and completed in a manner entirely satisfactory to those under whose supervision the work was performed. This is to include a list of such work with the names of owners for whom the same was performed and of the engineers or architects who supervised the same, with dates. 2. A brief description of the plant and general methods proposed for carrying on the work, indicating therein whether the plant and equipment is owned by or to be hired by the bidder. 3. A sworn statement in form satisfactory to the School as to financial condition as of January 1st of the current year, together with a sworn copy of the latest balance sheet and a bank reference. 4. A statement from a bonding company made after bids have been opened and reviewed that it is willing to execute a bond for the bidder in the amount and form required herein.
- h. **Rejection of Bid Proposals.** A bid may be rejected for any of the following reasons: 1. If the proposal is incomplete, conditional or obscure, or if it contains additions not called for, erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in this information, or if it is on sheets removed from this pamphlet. The School, however, may waive minor informalities. 2. If Westerly Public Schools should be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work or under a misunderstanding of the requirements of the School, or if it is for work other than that on the specifications as required. 3. If the Contractor fails to furnish information promptly as required herein. 4. If the bidder cannot show that he has the necessary capital and experience, to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or the time specified.
  - i. **Time for Completion.** The Contractor to whom this contract may be awarded will be required to commence work on the Contract within five (5) days after the proper date of a letter from the School notifying the contractor to begin work – (Notice to Proceed) and/or receipt of Purchase Order. This letter/purchase order may, at the option of the School, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.
  - j. **Examination of Ground.** Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.
  - k. **Oral Statements Not Binding.** The proposals submitted for this project must be based upon the text of this Information for Bidders, the accompanying Proposal Form, the proposed form of Contract, Specifications, and Performance Bond and the plans and details named herein, and no oral or informal statement or representation by any representative or employee of Westerly Public Schools or the Town of Westerly shall be considered an amendment to, or waiver of, any statement in, or requirement of, such bidding or proposed contract documents, and no claim or right of action shall accrue in favor of any bidder or any one claiming under any bidder as a result of or founded on such oral or informal statements or representations.
  - l. **Address of Contractor.** Each bidder shall indicate in his proposal the address to which all notices; letters or other communications may be sent. This address may be changed only by proper delivery to the School of written notice of such change, signed by the contractor. The mailing or delivery by messenger of any notice, letter or communication to such designated address or to the office of the contractor at or near the site of the work or to any attorney or attorneys appointed by non-resident principals to a contract or by a "foreign" corporation, at any time including the full period of work under the contract shall be deemed sufficient for

any notice or service on the part of the School in connection with the contract or any part thereof.

- m. **Balanced Bidding.** Not applicable.
- n. **Quantities.** Not applicable.
- o. **Contents of Contract.** Not applicable.
- p. **Sales Tax.** Under the terms of the regulations referring to contractors and subcontractors, issued by the State Tax Commission in administration of the State Sales and Use Tax, to which the Bidder is referred, the Contractor may purchase materials or supplies to be consumed in the performance of this contract without payment of tax and shall not include in his bid nor charge any use of sales tax thereon.
- q. **Equal Employment Opportunity.** The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Department of Labor relative to equal employment opportunity.
- r. **Qualifications Of Bidder:** The Owner may take such investigations as he deems necessary to determine the ability of the bidder to supply the Owner with items being bid, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if through the evidence submitted by or investigation of such bidder fails to satisfy the Owner that the bidder is properly qualified to carry out the obligation of the Agreement and to supply the Owner with the bid items within the time stated.
- s. **Method of Award – Lowest Qualified Bidder:**
  - 1. If, at the time this bid is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds estimated by the Owner as available to finance the bid, the bid will be awarded on the base bid subject to such modifications resulting from the acceptance by the Owner of any alternates noted in the bid which the Owner deems to be in the best interest. If such bid exceeds such amount, the Owner expressly reserves the right to decrease any class, item or part of the item, and this reservation includes the omission of any item, or items, as may be decided by the Owner or the Owner may reject all bids.
  - 2. In the event that there is a discrepancy between the price written in words and written in figures, the price written in words shall govern.
  - 3. Bids which are incomplete, not on the prescribed forms, not properly endorsed or signed, not filled out fully in ink or typewritten, abnormally high or abnormally low, or otherwise contrary to these instructions may be rejected as informal or unbalanced.
- t. **Obligation of Bidder:**

At the time of the opening of bids each bidder will be presumed to have read and to be thoroughly familiar with the specifications including all addenda. The failure to familiarize himself with conditions relating to the item to be included under this bid shall in no way relieve any bidder from obligation in respect to his bid.
- u. **Withdrawal of Bids:**
  - 1. Bids may be withdrawn personally or by written, faxed or telegraphic request dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that written confirmation of any telegraphic or faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. Negligence or error on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after such bid has been opened.

2. No bidder may withdraw a bid within ninety (90) days after actual date of the opening thereof.

v. **Public Copy Requirements:**

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.

w. **10. Prevailing Wage Rates.**

Contractor acknowledges that work performed under this contract is subject to prevailing wage rates as required by the Davis-Bacon Act.

## **SUPPLEMENTARY CONDITIONS**

(A) **Definitions:**

1. The word "School" as used herein refers to Westerly Public Schools or any duly authorized official thereof acting in his official capacity.
2. The word "Contractor" as used herein refers to the party or parties contracting to perform the work to be done under this contract, as party of the second part, or the legal representatives of such party or parties.
3. The word "Superintendent" as used herein refers to the Superintendent of Westerly Public Schools or his designated representative.

(B) **School to be the Judge.**

The Superintendent shall be the judge of the character, nature and fitness of all the work done and materials furnished under this contract, and of the amount, quality and classifications of the several kinds of work for which payment is made, and he shall decide as to the meaning, intent and performance of this contract. The entire work shall be done under his supervision and to his satisfaction and his estimates and his decisions upon all questions relating to said work shall be a condition precedent to the right of said Contractor to payments under this agreement.

(C) **Changes and Extra Work:**

1. The School may, in writing, and without notice to surety, alter and change the line, grade, plan, form, position, dimensions or materials of the work herein contemplated, or any part thereof in a manner not inconsistent with the general layout of said improvements, either before or after its commencement, or may order in writing any extra work which it may deem necessary in connection therewith. If such alterations diminish the quantity of work to be done, they shall not be made the basis of a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work, such increase shall be paid for according to the quantity done and at the price established for such work under this contract; or in case there is no price established, it shall be paid for at a reasonable amount as determined by Westerly Public Schools and the Contractor.

2. Extra Claims to be Made Promptly. No claim for payment in addition to the amount so awarded, on account of extra work done or materials furnished or damages sustained, will be considered unless the contractor shall make the same to Westerly Public Schools, in writing, within twenty (20) days after the date of the estimate when such award is made; or in the case there is no award, then within twenty (20) days after the date of the damages for which said compensation is claimed; and shall, when requested, file with the School an itemized statement of, and it is agreed that the filing of said claim as above specified, together with said statement and vouchers, when requested, shall be a condition precedent to the right of the Contractor to receive any additional compensation under this contract.

**(D) Contractor's Control of Work:**

1. Assignments or Subletting. The Contractor shall not assign this contract or any interest therein, nor sublet any part of the work contemplated hereunder, nor part with the control or charge thereof without the written consent of the School. Without such permission, any attempted or actual assignment or sublet of the contract, or any portion thereof, may be treated by the School as rendering the contract, or portions thereof, null and void.

The Contractor may, with the consent of and subject to the approval of the School in each case, employ sub-contractors to supply material and perform parts of the work required herein. But the School shall be notified in advance and approval secured before each sub-contractor is employed on the work. The employment of sub-contractors will not relieve the general contractor of full responsibility for all parts of the work.

2. Contractor to have Superintendent. The Contractor shall keep a competent superintendent on the grounds whenever any work is being done, who shall receive orders in the Contractor's absence and shall obey them as if received by him personally.

**(E) Contractor Responsible for Whole Work:**

1. The Contractor shall be responsible for the entire work until its final acceptance at the end of the maintenance/guarantee period and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said Contractor on requirement of the School.
2. Defects. In case the nature of the defects is such that it is not expedient to have them corrected, the School shall have the right to deduct from the amount due the Contractor on the final settlement of the accounts, such sums of money as he considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.
3. Partial Payment Not Acceptance. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on account by the School nor the presence of the Superintendent or inspectors, or their supervision or inspections of work or material, shall constitute an acceptance of any part of the work before its entire completion and final acceptance. Neither the acceptance by the School or the Superintendent, or any of their agents, employees or subordinates, of the whole or any part of the work, nor the connecting to or use of any of the work, embraced in this Contract, nor any payment for the work, nor any extension of time, nor any possession taken by the School, shall operate as a waiver of any portion of this Contract (except the maintenance period which shall start when continual use begins, as provided below) or of any power or right herein reserved to the School or the Superintendent, or of any

right of the School to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the School shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of this Contract.

**(F) Commencement and Completion of Work:**

1. The Contractor shall commence work within five (5) days of written notice of award of contract and shall prosecute the same in accordance with "Time for Completion" and a progress schedule prepared by him and approved in advance by the School, and shall complete the said project and all work connected therewith not later than the time so stipulated therefore.
2. Extension of Time. If the Contractor is delayed in the prosecution or completion of the work by or on account of any act or omission of the School, any public utility or agencies, or by strikes or causes beyond control of the Contractor, he shall be entitled to such reasonable extension of time for the completion of the work as may be decided upon by the Superintendent, provided, however, that no claim for an extension of time for any reason shall be allowed unless within three days after such delay occurs, notice in writing of the fact of said delay, its causes, and the extension claimed shall be given by the Contractor to the Superintendent.

Although claims may be made for extensions of time due to delays beyond the control of the Contractor, no claims for damages or for extra payment shall be made against the School because of such delays.

3. Normal Work Week. The normal workweek for the Westerly Public Schools is five (5) days, Monday through Friday. If the Contractor chooses to operate his work on a legal Holiday or on Saturday, he shall be required to obtain prior written permission, on a case by case basis, from the School and he shall not assume that such permission will be granted. Unless otherwise especially permitted by the School, no work shall be done between the hours of 6:00 P.M. and 7:00 A.M., nor on Sunday, except as necessary for the proper care and protection of the work and traffic. Work within State Highways will be performed between the hours permitted by the State.

**(G) Guarantees**

1. Except as otherwise specified, all work, materials and equipment shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment, or workmanship for not less than one year from the date of final completion of the contract, or from full acceptance by the School, whichever is earlier, unless otherwise specified herein.
2. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the Superintendent is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the School, and without expense to the School:
  - a) Place in satisfactory condition in every particular of all such guaranteed work, correct all defects therein, and

- b) Make good all damage to any applicable building, roadway or site, or equipment or contents thereof, which, in the opinion of the Superintendent is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract; and
- c) Make good any work or materials, or the equipment and contents of said building, roadway or site disturbed in fulfilling any such guarantee.
- d) In any case where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract; he shall restore such disturbed work to a condition satisfactory to the Superintendent and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- e) If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the School may have the defects corrected and the Contractor and his surety are liable for all expenses incurred.

**(H) Contractor's Duties and Liabilities:**

1. Laws and Regulations. The Contractor, in the prosecution of the work, shall comply with all local, state and federal laws and regulations, and with all ordinances, and he shall secure all necessary permits and licenses. This project is subject to all of the safety and health regulations (see 29 CFR 1518 as amended) promulgated by the U.S. Department of Labor on April 17, 1971, and as required by the Occupational Safety and Health Act (OSHA).

Note: Rhode Island law states that: All contractors who bid on municipal and state construction projects with a total cost of \$100,000 or more shall have an OSHA 10 hour construction safety program for their onsite employees.

2. Contractor Liable for Damages. The Contractor shall indemnify and save harmless the School in which the work lies, and/or the State of Rhode Island and/or their respective officers, agents and servants against and from all damages, costs, expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials and labor used and employed in the execution of this contract and also for injuries or damages received or sustained to person or property, or both, in consequence of or resulting from any work performed by said Contractor or of, or from any negligence in guarding said work or of, or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said School from all claims under the Workmen's Compensation Act arising under or out of this contract.

3. Standard Insurance And Indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum

coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

## II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverage's of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:     \$1,000,000 each occurrence  
                               \$2,000,000 each occurrence if blasting is required  
                               \$2,000,000 general aggregate with dedicated limits per project site  
                               \$2,000,000 products and completed operations aggregate  
                               \$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, 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 explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to 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 project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits:     Workers' Compensation: statutory limit

Employer's Liability: \$500,000 bodily injury for each accident  
\$500,000 bodily injury by disease for each employee  
\$500,000 bodily injury disease aggregate

- F. 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. The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act:	\$1,000,000
Annual Aggregate	\$1,000,000

**Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.**

4. Contractor Shall Protect the Public. The Contractor shall execute the work in such manner as to interfere as little as possible with public travel; shall in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), provide railings or suitable barricades to exclude persons and animals from trenches and obstructions, and to prevent accident or injury to workmen, other persons, vehicles or animals; shall cause a sufficient number of drum barricade channelizing devices and amber flashing electric lights to be activated at or near the works, from twilight in the evening until sunrise, shall furnish, set and maintain such "street closed", "warning", "detour", or other signs as may be necessary for the convenience of traffic or as may be directed by the School and shall employ flag persons or additional safeguards when and as necessary, or when required by the Westerly Police Department, the Superintendent, or the D.P.W. Flag persons shall be employed when the Contractor's operations reduce traffic to less than two-way travel.
5. Patents. The Contractor shall defend any suits or proceedings brought against the School for alleged infringements of patents by or by reason of any method of construction or appliances, or material furnished under this contract, and shall pay any damages or costs that may be awarded against the School as a result of such suits, free of all expense to the School.

**(I) Avoidance of Contract:**

1. If the work to be done under this agreement shall be abandoned, or at any time suspended for three (3) days without reasonable cause, or if this contract shall be assigned without the written consent of the School, or if at any time the School shall be of the opinion that the said work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in its opinion, being so delayed that said work cannot be completed within the required time, the Superintendent may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten (10) days after the mailing of such notice, take such measures as will, in the judgment of the Superintendent, insure the satisfactory completion of the work, the Superintendent shall then notify the Contractor in writing, to discontinue all work under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work, and cease to have any right or claim to possession of the ground or such part thereof as the School may designate; and the said School may, by means of such other agents or contractors as shall to him seem advisable, complete the work therein described, or such part thereof as it may deem necessary, and may take possession of, and use all implements, tools, materials or facilities used for, or in connection with the operations or the fulfillment of this contract except as otherwise provided in this contract.

The Contractor shall not remove any portion of the plant or any materials after receiving such notice as aforesaid. And the School is hereby authorized and empowered to apply sums of money due, or to become due, to said Contractor, under this contract, by way of reduction in damages, and as part payment of such additional expense incurred by the School as aforesaid.

2. The School May Protect Work. It is, however, mutually agreed that the School, at its discretion and at the Contractor's expense, may immediately, upon the cessation of work or thereafter, take measures to protect the work under construction, the adjacent ground, pipes, and other structures where, in his opinion, safety requires such work to be done at once.

**(J) Compensation:**

1. Prices Bid Include Full Compensation. The prices stated in said proposal include full compensation not only for furnishing all the material and building the required structures and facilities if required, but also for assuming all risk as to the nature of the roadways, soil and the action of the elements; for all excavation and back filling of the same; for the removal of, and delay and damage occasioned by any trees, stumps, tracks, timber, masonry, above and below ground utilities and services or other obstacles; for removing, protecting, repairing or restoring, all pipes, mains, drains, sewers, conduits, above and below ground utilities and services, curbs, walks, fences, tracks, or any other obstacles, whether shown on the plans and details or not; for pumping, damming, draining, or otherwise handling or removing, without damage to the work or to other parties, all water or sewage from whatever source which might affect the work or its progress; for all fencing, lighting, watching, special police, signs and bridging, necessary to maintain, direct and protect travel on streets, walks and private ways, for making all provisions necessary to maintain and protect buildings, fences and other structures, and all public and private property affected by this work, and for the repair of such structures, and such property if injured by neglect of such provisions; for removing all surplus or condemned materials as may be directed; for replacing, repairing and maintaining the surface of the street or private land, if affected by work performed under this contract; for furnishing the requisite filling in case of deficiency or lack of suitable material, for obtaining all permits and licenses, and for any expense

on account of the use of any patented device or process; for all expense incurred by or on account of the suspension or discontinuance of said work; for the cost of adequate insurance, for keeping records and making reports as required by this contract, and for all general and incidental expense, and for furnishing all tools, materials and supervision, implements and labor, required to build and put in complete working order the said project and all structures appertaining thereto, in accordance with this contract and specifications.

2. Estimates and Payments- Retainage Required. Not applicable.

**(K) Release of Liens & Consent of Surety:**

1. Release of Liens and Consent of Surety as noted below are required as a condition of receipt of final payment.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the School (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the School or the School's property might be responsible or encumbered (less amounts withheld by School) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the School, (3) a written statement that the contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the School, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the School. If a Subcontractor refuses to furnish a release or waiver required by the School, the Contractor may furnish a bond satisfactory to the School to indemnify the School against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the School all money that the School may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

**2016-066**  
**EMERGENCY BACKUP GENERATOR**  
**SPECIFICATIONS**

**Scope of Work:**

Furnish and install an emergency back-up generator and service upgrade for Westerly Public Schools; work includes but is not limited to the following items:

- Kohler Power System 150REOZIF Diesel Generator Set 120/208 Volt 3 phase 60HZ
- Automatic Transfer Switch 1200 AMP KSCACTA 1200
- 1 Year standard Kohler Warranty
- Deliver to Babcock Hall 23 Highland Avenue, Westerly, RI 02891-Access back parking lot by entering Vose Street.
- Generator Startup and Warranty Registration
- The unit is rated at 150KW, 120/208 volt, 3 phase, 60Hz with the following equipment
  - Unit mounted radiator
  - Jacket water heater
  - Battery rack and cables
  - Flexible fuel and exhaust connectors
  - Exhaust silencers, Critical grade
  - Sub base fuel tank-298 gallon
  - Isochronous governor
  - Pre-alarms
  - Line circuit breaker rated at 500 Amps
  - Battery charger 10 Amp float
  - Decision Maker 3000 controller with NFPA-100, Level I
  - Kohler aluminum sound attenuated housing
  - UL-2200 Oil and Antifreeze
- Furnish and install a new 150kW standby power rated diesel generator with sound attenuated enclosure, fuel tank. Unit shall include a 5 year warranty and factory start-up including a 2 hour load bank test. Unit shall include a remote indication panel, block heater, battery charger etc. Unit shall have a 24 hour base tank of approximately 298 gallons and fuel tank shall be filled before the load test is complete.
- Furnish and install new 1200 ampere 120/208 volt 3 phase automatic transfer switch (ATS). ATS will be mounted indoors in the existing electrical room.
- ATS and generator will be Kohler, CAT, Cummins, Generac or equal. Generator brand and part number must be specified by contractor on Bid Proposal.
- Contractor is responsible for removal and proper disposal of all electrical equipment and wire demolished in the course of this project.
- Westerly Public Schools is responsible for and any modifications to fencing and protective guard rails or bollards.
- The generator will be installed on the new concrete pad and must be anchored based on manufacturers recommendations.
- Generator grounding will be by a single copper ground round 5/8" by 10' connected to the generator with a bare 4/0 copper cable. Cadweld required at connection between ground rod and ground cable.
- Generator remote indication panel will be installed in the main office adjacent to the fire alarm panel. 120 volt power to generator battery charger and block heater will be from electrical room.

- Contractor responsible for all work;
- All splices to be in junction boxes. Splices must be made using hydraulic press and heat shrink or cold shrink. No split bolts and tape.
- All interior conduit must be EMT.
- All exterior conduit must be Rigid Galvanized.
- Contractor is responsible for obtaining all required State & Town permits. The fee for any Town permits will be waived.

### **Requirements:**

- Work must be scheduled and executed so that power to the school is not interrupted during Normal school hours.
- Contractor to include the cost for all overtime in the proposal. No change orders will be issued for overtime, back shift or holiday work.
- A shutdown of all power to the school will be required to install electrical service equipment. The contractor is responsible to provide temporary construction power.
- A basic construction sequence is outlined below.
- Pour the new pad.
- Set new generator.
- Complete installation of generator, conduit and wire back to electrical room.
- Isolate power to the building. This will require support from National GRID.
- Set new electrical equipment.
- Complete installation to ATS so that power can be restored by National GRID.
- Transfer and refeed loads.

**Contractor responsible to confirm and maintain safe working conditions in compliance with NFPA 70 and NFPA 70E. Do not work on any energized circuits.**

**2016-066**  
**EMERGENCY BACKUP GENERATOR**  
**BID PROPOSAL**

Date: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

PROVIDE A DELIVERED PRICE FOB WESTERLY, RI

1. Furnish and Install Generator and ATS including rigging & start-up.

Generator Manufacturer \_\_\_\_\_ Model \_\_\_\_\_

Base Bid in Dollars: \$ \_\_\_\_\_

Base Bid in Words: \_\_\_\_\_

2. Electrical Material - Panels, Conduit, Cable, etc.

Base Bid in Dollars: \$ \_\_\_\_\_

Base Bid in Words: \_\_\_\_\_

3. Electrical Labor including Field Hours and Management Proposal must include all overtime costs.

Base Bid in Dollars: \$ \_\_\_\_\_

Base Bid in Words: \_\_\_\_\_

**Total Bid in Dollars:** \$ \_\_\_\_\_

**Total Bid in Words:** \_\_\_\_\_

Total Labor Hours in The Project	Hours
Material Mark-up	%

Delivery \_\_\_\_\_ days after receipt of purchase order.

**Note:** the Westerly Public Schools is exempt from Federal and State taxes.

Acknowledgement of receipt of addendums: Yes/No; Addendum numbers: \_\_\_\_\_

**COMPLETED AND SUBMITTED APPENDIX C** Yes/No (circle one)

**PUBLIC COPY DISC SUBMITTED:** Yes/No (circle one)

Representing the Bidder indicated above, I hereby certify that the offered meets all of the specifications of the Westerly Public Schools except as are noted on the exception sheet.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ License # \_\_\_\_\_

EXCEPTION TO MINIMUM SPECIFICATIONS:

Company: \_\_\_\_\_

By: \_\_\_\_\_

MUNICIPAL CONTRACT ADDENDUM  
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING  
PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public work projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm.poster/htm](http://www.dlt.ri.gov/pw/Posters.htm.poster/htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1<sup>st</sup> of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-12, and make those records available to the Department of Labor and Training upon request;
8. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL §37-23-1;
9. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
10. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

I hereby certify that I have; reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

APPENDIX A  
TITLE 37  
Public Property and Works  
CHAPTER 37-13  
Labor and Payment of Debts by Contractors  
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days. from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B  
TITLE 37  
Public Property and Works  
CHAPTER 37-13  
Labor and Payment of Debts by Contractors  
SECTION 37-13-7

§37-1-7 Specification in contract of amount and frequency of payment of wages.

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work, and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits, provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in

subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provision of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

## Appendix C

### 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 the Town of Westerly. 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 the Town of Westerly Purchasing Department 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 Town/School locations or which are not present in the Town of Westerly Purchasing Department 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, the Town of Westerly will cancel the original solicitation and re-solicit 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. The Town of Westerly 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 Town of Westerly 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 Town of Westerly Purchasing Department, Mondays through Fridays between 8:30am-4:30pm. 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 Town'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 Town) 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 the Town of Westerly, 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 the Town of Westerly 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 the Town of Westerly's Purchasing Department, 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 all the Town of Westerly's 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 the Town of Westerly.

**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 Town/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 #1- 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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