

SECTION 00 41 13: FORM FOR BID

NOTE TO CONTRACTOR:

This Form for Bid must be deposited no later than **October 14, 2016 @ 2:00 PM.** Bids may be deposited with the awarding authority at the following address:

**Westerly Public Schools
Office of the Purchasing Agent
Attn: Eileen Cardillo, Purchasing Agent
23 Highland Avenue
Westerly, RI 02891**

An pre-bid/informational meeting will be held at the project site on October 7 @ 10:00 a.m. The Project landscape architect will be available to answer questions. This meeting is optional, but highly recommended due to the custom nature of the project.

Bids may be sent to the Awarding Authority at the above address via U.S. Mail or courier. However, it is the bidders sole responsibility to ensure bids are received by the Awarding Authority by the time stipulated above. All items on the forms must be signed and completed to be deemed valid. **All proposals must be submitted in duplicate.** Bid must be sealed in an opaque envelope and clearly marked with the bid project name, bid number (2016-083), bidders name and address, and mailing address as noted above on the outside of the packet. Please refer to Section 00 21 13 and Section 00 22 13 for more information on bidding and submission requirements.

BID ACKNOWLEDGEMENTS

By providing a bid for work stipulated and signing this document the Bidder acknowledges:

1. They have reviewed all project specifications and related plans and understand all provisions and requirements of the contract documents.
2. **They understand the project completion dates and will place a priority on completion to ensure the project is substantially completed by November 18th and finalized no later than November 25, 2016.**
3. They are authorized by their respective company enter into contracts and provide this bid in accordance with their company charter or other authorization procedures.
4. This bid is provided in good faith and has not been formulated in collusion with other bidders with the intent of 'price fixing' or other unauthorized practice.
5. They have reviewed all applicable federal, state, and local requirements outlined in Section 00 22 13 as well as any other requirements outlined herein.

FORMS FOR BID

In order for your bid to be considered complete please ensure you have properly filled out the following forms:

- Form for Bid - including all alternates, contingencies, and other requested pricing.**
- Bid Authorization Sheet - Signed and notarized**
- Bidder Information Sheet - Fill out completely.**
- Bidder Disclosure and Certification Form - Answer all questions and sign as requested.**
- Prevailing Wage Acknowledgement - Sign and date the "Contractor" section only.**

Provide the entire bid packet in duplicate and submit as outlined above.

BID SHEET

BASE PROJECT BID

The bidder proposes to provide all labor, materials, means and methods to fully construct a custom playground area to include all site grading, earthwork, pathways, structures, fencing, and related ancillary components as outlined in the supporting project drawings and specifications for the following lump sum amount:

\$ _____

Total Sum in Numbers

Total Written Amount

Allowances

In addition to the "Base Bid" required herein, all bidders are required to carry a specified dollar allowance to cover items that could not be adequately detailed, quantified, or require input from the Contractor to determine the most responsible, reasonable, and cost effective method of installation. This allowance may be utilized to cover work that may or may not be required due to phasing of the project.

If the Contractor is instructed to conduct work as outlined in the project drawings as covered by a specific allowance, the Contractor shall immediately provide a price proposal for work to be conducted. The Owner reserves the right to accept, negotiate, or reject stated Contractor pricing. If work is authorized, the Contractor shall commence with the additional work immediately so as not to delay the project completion date. Adjustments to the completion date may be made by the Owner upon request, but must be stated in writing.

If the Owner elects not to accept the proposed Contractor pricing for work covered by an allowance, the Owner may seek additional outside bids to conduct the work by other qualified contractors.

Any allowance funds carried in the project bid, but not expended or obligated by the conclusion of the project, shall remain property of the Owner and may not be invoiced by the contractor. Bidder is instructed to add the total amount of allowances with the base bid and provide a "Total Project Bid Cost" as outlined below. **Owner reserves the right to award the contract with or without this contingency allowance included in the contract.**

Allowance Item	Description	Allowance Amount to be Carried In Bid
General Contingency Allowance	To be utilized for various site work, playground components, and unforeseen conditions as required.	\$5,000
TOTAL ALLOWANCES TO BE CARRIED IN "TOTAL PROJECT BID"		\$5,000

SEE "TOTAL PROJECT BID" ON THE NEXT PAGE TO PROVIDE TOTAL BID AMOUNT AND ALTERNATES PRICING.

TOTAL PROJECT BID

The "Total Project Bid" includes the proposed "Base Project Bid" outlined above **in addition to any and all Allowances outlined herein**. This is the total cost of the project if options related to the Allowances are fully exercised under this contract. Contractors shall note that this may not be the total actual cost of the contract should some or all of the stipulated Allowances not be exercised by the Owner. **Owner reserves the right to award the contract with or without the allowances included in the contract.**

\$ _____

Total Sum in Numbers

Total Written Amount

ADD ALTERNATE ITEMS

In addition to the base project bid, the Awarding Authority may award additional the additional work items outlined below based on the availability of funding. Alternate items will be awarded in numerical order. The Awarding Authority reserves the right approve or reject any of the following alternate items.

Add Alternate #1 – Wooden Stage

The bidder proposes to provide all labor, materials, means and methods to fabricate a stage comprised of wood and composite lumber as shown on the project drawings and details and as outlined in Section 11 68 13 of the project specifications. Also includes all installation labor and materials for the stage, wood bollard, and sign as shown on the detail. Bidder proposes to provide this work for the following lump sum amount:

\$ _____

Total Sum in Numbers

\$ _____

Written Amount

Add Alternate #2 – Water Play Table

The bidder proposes to provide all labor, materials, means and methods to install a water play table as shown on the project drawings and details and as outlined in Section 11 68 13 of the project specifications. Includes the table, installation materials, and all installation labor as required. Bidder proposes to provide this work for the following lump sum amount:

\$ _____

Total Sum in Numbers

\$ _____

Written Amount

Add Alternate #3 – Boardwalk

The bidder proposes to provide all labor, materials, means and methods to fabricate a boardwalk deck comprised of wood and composite lumber as shown on the project drawings and details and as outlined in Section 11 68 13 of the project specifications. Also includes all installation labor and materials for the installation of the board walk deck as shown on the detail. Bidder proposes to provide this work for the following lump sum amount:

\$ _____

Total Sum in Numbers

\$ _____

Written Amount

ADDENDUM ACKNOWLEDGMENT

We acknowledge that we have received, read, and understood the following all addenda prior to formulating this bid.

Addendum Numbers _____

Write in addenda numbers (if issued)

NOTE: Failure to acknowledge addenda could result in a dismissal of the bid.

BIDDER AUTHORIZATION SHEET

I, _____, acknowledge that I am a duly
Representatives Name

authorized representative of _____,
Company Name

and represent that this bid is valid in all respects.

Name and Title

Signature

Note: By signing submitting this bid, you are acknowledging that this bid is true and accurate to the best of your knowledge, and agree to hold pricing for a period of not less than 90 days. You also acknowledge that you have read all information contained herein and understand provisions related to the Base Bid, Allowance, Total Project Bid, and Alternates.

NOTARY STAMP

This document must contain a notary signature

BIDDER INFORMATION SHEET

The Bidder is required to fill out all information below.

Company Name _____

Organization
Structure: Corporation LLP LLC S Corp Sole Proprietor

Address: _____

City/State/Zip: _____

Telephone: Work: Fax: _____

E-mail: _____

Contact Person: _____

of Employees: _____

Years in Business: _____

Contactors License #: _____

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.

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 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.

**Custom Playground Installation
Babcock Hall Pre-K, Westerly, Rhode Island**

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.

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>

BIDDER DISCLOSURES AND 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.

**Custom Playground Installation
Babcock Hall Pre-K, Westerly, Rhode Island**

___ 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

PREVAILING WAGE CERTIFICATION

Exhibit "A"

The language below is regarding the Davis Bacon and Related Acts and the Code of Federal Regulations. Projects funded in whole or in part from LISC's Facility Improvement Grants are financed from a Federal source and must comply with the requirements below:

Davis-Bacon Requirements

The Contractor acknowledges and agrees that it shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), which is required of all construction contracts in excess of \$2,000. **The Contractor** further acknowledges and agrees that it shall comply with the requirements of the Rhode Island General Law (RIGL) 37-13-1, which requires the payment of prevailing rates 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 works projects when State of Rhode Island or municipal funds are used in excess of \$1,000. In accordance with the Davis-Bacon Act, and supplemental regulations, as well as State of Rhode Island requirements, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the United States Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. **The Contractor** further acknowledges and agrees that it shall comply with the requirements of the Copeland "Anti-Kickback" Act" (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act, and related regulations, provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Grantee must report all suspected or reported violations to LISC for reporting to the appropriate federal agency.

*This agreement entered into as of _____
Date*

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

- END OF SECTION 00 41 13 -

FORM FOR BID