



TOWN OF WESTERLY

PUBLIC BID

2016-096 PICKUP TRUCK

November 2016

TOWN OF WESTERLY
2016-096 PICKUP TRUCK
INFORMATION FOR BIDDERS

The Town of Westerly is hereby soliciting sealed bids for the Department of **Public Works** for a **Pick-up Truck**. Bids will be received at the Office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891 **until 3:00 o'clock p.m. on November 30, 2016** at which time they will be publicly opened and read aloud. The information for bidders, form of bid and specifications will be available at the Office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891 on or after **November 9, 2016** from 8:30 a.m. to 4:30 p.m. by calling 401-348-2625 or to download by visiting our website www.westerlyri.gov. The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) 72 hours in advance of the hearing date.

All bids must be submitted on the bid form provided, in duplicate and clearly marked:
(Sealed Bid)
2016-096 Pick-up Truck

All bids must include the completed/signed Bidder Certification documents located in Appendix A; bids submitted without the documents will be considered non-responsive.

Bids must be enclosed in an opaque envelope addressed to "Purchasing Agent, 45 Broad St., Westerly, RI 02891" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

The Town of Westerly reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town of Westerly.

The Town/School does not discriminate on the basis of age, sex, race, religion, national origin, color or handicap in accordance with applicable laws and regulations.

Eileen Cardillo/Purchasing Agent

**INFORMATION FOR BIDDERS
STANDARD INSTRUCTIONS TO BIDDERS
TOWN OF WESTERLY
PURCHASING DEPARTMENT**

THESE INSTRUCTIONS ARE STANDARD FOR ALL PROPOSALS ISSUED BY THE PURCHASING DEPARTMENT AND MAY BE DELETED, OR MODIFIED BY INDICATING SUCH CHANGE BY "SPECIAL INSTRUCTIONS TO BIDDERS."

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, Town of Westerly/Westerly Public Schools, Westerly, RI until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

The envelope containing the bids must be sealed, addressed to the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, R.I. 02891 clearly marked: 2016-096 Pick-up Truck. **THE BIDS MUST BE SIGNED BY A DULY AUTHORIZED COMPANY REPRESENTATIVE ON THE FORM PROVIDED IN THE BID OR ELSE IT WILL BE REJECTED.**

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 ninety (90) days after the actual date of the opening thereof. Any bid accepted shall be subject to appropriation and availability of funds.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. 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 any obligation in respect to his bid.

4. Submission of Bids

- a. Envelopes containing bids must be sealed and addressed to the office of the Purchasing Agent, Town Hall, 45 Broad St., Westerly, R.I. 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.
- b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening. 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.
- e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- g. Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be prepared in conformity with and shall be based upon and submitted subject to all requirements of the specifications together with all addenda thereto. No offer will be considered that is not accompanied by the attached Bidder Certification Form located in Appendix A completed and signed by the offeror.

5. 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.

6. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

7. Terms
Cash discounts offered will not be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Finance Department, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Standard payment terms are net 30.
8. Rhode Island Sales Tax
The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended.
9. Federal Excise Taxes
The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.
10. "Or Equal" Bidding
When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.
If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town Manager or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.
11. Award and Contract
Unless otherwise specified, the Town/School reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by a Town/School Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party.
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 his 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.
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.

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.

12. Delivery

All prices must be on the basis of F.O.B. Delivery Point, Westerly, Rhode Island. The bid prices must include delivery and shipping to the Town. No additional shipping, handling, or fuel surcharge costs will be honored by the Town. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the Town Purchasing Agent.

13. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly/Westerly Public Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly/Westerly Public Schools is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town with goods and services necessary for routine and emergency operations. The Town will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

14. Towns Right to Reject

The Town reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town/School. The Town of Westerly reserves the right to reject or accept any bid for any reason that it deems to be in its best interest. The Purchasing Agent, will be the final judge of acceptance, rejection and award.

15. Bond/Surety

Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

16. 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 coverages 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: \$2,000,000 per occurrence/\$2,000,000 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.

17. Labor Regulations

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

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

18. Prevailing Wage Rates

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

SPECIAL INSTRUCTIONS TO BIDDERS

No offer will be considered that is not accompanied by the attached Bidder Certification Form located in Appendix A completed and signed by the offeror.

This bid will not be honored unless signed documents misdirected to other locations or which are not present in the town's purchasing department at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purpose of this requirement, the official time and date shall be that of the time the town's purchasing department receives it postmarks shall not be considered proof of timely submission.

Failure to complete form(s) as instructed may be grounds for "disqualification".

If this is a multi-year bid/contract, continuation of the contract beyond the initial fiscal year will be at the discretion of the Town. Termination may be effected by the Town based upon determining factors such as unsatisfactory performance or the determination by the Town to discontinue the goods/services, or to revise the scope and need for the type of goods/services; also management owner determinations that may preclude the need for goods/services and subject to availability of funds.

DELIVERY AS REQUESTED

Pricing must be a delivered price.

SPECIFICATIONS

All differences between the Town's requirement(s) and each vendor's bid must be clearly noted, item by item. If no differences are noted, bid will be considered exact.

If the item being bid is other than brand/model specified, bidders must include literature for the items they are bidding. Items in catalogs must be clearly marked and pages tabbed.

QUESTIONS:

Questions regarding this bid should be directed to Eileen Cardillo, Purchasing Agent, no later than November, 16, 2016 @ 12:00 p.m. by emailing ecardillo@westerly.k12.ri.us.

ORDERING

(A) The Town will submit individual orders for the various items and various quantities as may be required during the agreement period.

(B) Exception- regardless of any agreement resulting from this bid, the Town reserves the right to solicit prices separately for any extra-large requirements for delivery to specific destinations, if applicable.

QUANTITIES

Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period.

DELIVERIES

Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered.

NO ORDERS ARE TO BE FILLED/SHIPPED TO TOWN WITHOUT A SIGNED PURCHASE ORDER

TOWN OF WESTERLY

SPECIFICATIONS

2016-096 Pick-up Truck

2500 HD 4wd Regular Cab Pick-Up Truck

The Town of Westerly is soliciting bids for a GMC 2500 HD 4wd regular pick-up truck with front and rear strobes and outfitted with a snow plow.

Specifications

- Vortec 6.0L Gas Engine
- Heavy Duty 6 Speed Automatic Transmission
- Heavy Duty Handling/Trailer Suspension Package
- Trailering Package
- Snow Plow Prep Package
- Stone Blue Metallic Color
- 4.10 Rear Axle Ratio
- G80 Automatic Locking Differential
- High Visibility Vertical Camper Style Mirrors
- Air Conditioning
- Power Windows, Door Locks, and Heated Mirrors
- Cruise Control
- Bluetooth Hands Free Calling
- Front Recovery Hooks
- Front and Rear Molded Splash Guards
- LPO Assist Steps Round Black Tubular 4"
- Vinyl Interior Floor Covering
- 40/20/40 Split Front Vinyl Bench Seat Jet Black/Dark Ash
- 17" Steel Wheels All Terrain Tires
- 3 Year 36K Bumper to Bumper Warranty
- 5 Year 100K Mile Powertrain Coverage
- Rear Vision Camera
- 220 Amp Alternator
- 720 Cold Cranking Amp Battery
- 4 Wheel Anti-Lock Disc Brakes
- Underbody Shield
- Stability Control System with Proactive Roll Avoidance and Traction Control
- Frontal Airbags- Driver Single Stage and Front Passenger Dual-Stage; Thorax Side-Impact, Seat Mounted, Both Driver and Front Passenger; Head-Curtain Front and Rear Outboard Seating Positions
- Frontal Passenger-Side Air Bag Deactivation Switch
- Daytime Running Lamps
- 6 Foot Bed with Corner Step Bumper
- Factory Spray in Liner

Additional Equipment

- Fisher Joystick Control, Wiring and Under Carriage Plow Mounts to Connect a Fisher HD2 MM II Electric Hydraulic Power Angle Quick Mount Snow Plow
- Strobes Front and Rear, with Professional Install

BID PROPOSAL
2016-096 Pick-up Truck

Date: _____

Name of Bidder: _____

Address: _____

Telephone: _____

PROVIDE A DELIVERED PRICE FOB WESTERLY, RI

Total Bid: \$ _____ in figures

Total Bid _____ in words

Receipt of Addendum(s) _____

Completed and submitted Appendix A with bid _____

Note: Above price tax exempt.

Delivery _____ days after receipt of purchase order.

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

Name: _____

Title: _____

Signature: _____

EXCEPTION TO MINIMUM SPECIFICATIONS:

Company:

By:

Appendix A

Bidder Certification Form

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

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly/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 the Town of Westerly/Westerly Public Schools 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/Westerly Public Schools 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/Westerly Public Schools 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/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 Town/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.westerlyri.gov or appearing in person at the Town of Westerly/Westerly Public Schools Purchasing Department 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 Town/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 Town/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 the Town of Westerly/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 the Town of Westerly/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 the Town of Westerly/Westerly Public Schools 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 Town of Westerly/Westerly Public Schools contracts.

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/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 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