



**REQUEST FOR PROPOSALS** Revised February 7, 2023

RFP 23-43

**Architectural/Engineering Services for RIDE Stage III Submission  
for The New State Street School**

The Town of Westerly/Westerly Schools (Town), Westerly, RI, acting through its Purchasing Agent, is hereby soliciting sealed bids for the above referenced RFP and you are hereby invited to submit a Proposal for the Scope of Work described in this Request for Proposal, in strict accordance with the Bid Documents.

**TERMS AND CONDITIONS**

Bids shall be based on the Terms and Conditions as referenced in this Request for Proposal.

**BID DUE DATE/SUBMITTING INSTRUCTION BIDS ARE DUE** and MUST BE SUBMITTED on the attached BID FORM, **Attachments B**, NO LATER THAN **10:00 a.m., EST, February 14, 2023**. A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids **must be** sealed and addressed to the undersigned, at the Purchasing Department, 2nd Floor office, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFP Number and Title. Bidders must include **one original, five copies and a Digital (soft) copy for Public Use on CD or flash drive** of the Bid as defined in the Instruction to Bidders. The **digital copy** submitted should contain 2 separate files, one (1) for the qualifications section and one (1) for the cost proposal.

**Bids must be submitted in two separate sealed envelopes; one for Attachment B – Bid and the other for the qualifications submittal. The original, hard copies and digital copy for each are to be submitted in these separate envelopes. These envelopes are to be marked “BID FORM” and “QUALIFICATIONS”.**

**Mandatory** pre-bid will be held on **Wednesday, January 11, 2023** at 3:30 PM at State Street Elementary School, 35 State St, Westerly, RI 02891

**BIDDER’S QUESTIONS**

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at [ecardillo@westerlyri.gov](mailto:ecardillo@westerlyri.gov) and the Owner’s Project Manager, Downes Construction, at [idesanti@downesco.com](mailto:idesanti@downesco.com) no later than **1/23/23, 10:00 AM**, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Town of Westerly website at [www.westerlyri.gov](http://www.westerlyri.gov) as an addendum to this solicitation. Bidders are responsible for checking the Town’s website for all addenda distributed in response to questions and requests for additional information.

**SPECIAL INSTRUCTIONS TO BIDDERS**

1. Bidder’s prices shall include all **Permits/Fees** if applicable.
2. Quotes must be **firm for a minimum of 120 days** from date of submission.

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3. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds, or Change Orders will be necessary.
4. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
5. This project is **Tax exempt** for Rhode Island Sales Tax and Federal Excise Taxes.
6. Selection Criteria -The evaluation will be completed by the Selection Team. The members of the Team will, individually and collectively, evaluate each properly submitted proposal, and shall, select a group of finalists. Each finalist will be interviewed by the Team to determine, all factors considered, the most qualified and capable Bidder with which to contract. While the fee schedules will be discussed and considered during these interviews, fees alone will not drive the committee's decision. The objective measurable criteria to be utilized is stated in the attached Scope of Work.

## **RFP BID DOCUMENTS**

**Attachment A** – Scope of Work/ Project Schedule, Pages 3-10

**Attachment B** – Bid Form Pages 11-12

**Attachment C** – Instruction to Bidders Pages 13-19

**APPENDIX A** – Bidder Certification Pages 20-24

**APPENDIX B** – Standard Insurance and Indemnification Requirements Pages 25-26

**<https://downesconstruction.sharefile.com/d-se5e9f0c1219e45d38d1d7aae5f954f8f>**

**Attachment D** – RIDE FY 21 Necessity- Design Guidance Stages (link above)

**Attachment F** – RIDE Stage II September 2022 Submission (link above)

**BIDDER CERTIFICATION and DISCLOSURE FORM:** Bidders must include, complete, sign and submit a Bidder Certification Form with each bid proposal. **See APPENDIX A.**

This solicitation is available at [www.westerlyri.gov](http://www.westerlyri.gov) and [bidnetdirect.com](http://bidnetdirect.com)

The Town of Westerly/Westerly Schools 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 evaluated bid deemed most favorable to the interest of the Town/School.

The Town/School does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

Regards,  
**Eileen Cardillo**  
Purchasing/Risk Manager  
**Town of Westerly/ Westerly Public Schools**  
45 Broad Street  
Westerly, RI 02891  
Tel: (401) 348-2625  
Email: [ecardillo@westerlyri.gov](mailto:ecardillo@westerlyri.gov)  
[www.WesterlyRI.gov](http://www.WesterlyRI.gov)



CC: File

**ATTACHMENT "A"**

**SCOPE OF WORK**  
**(And Project Schedule)**

**Architectural/Engineering Services for The New Sate Street School**

RFP 23-43

**I. Project Overview**

The Westerly Public Schools Building Subcommittee (“the Subcommittee”) is soliciting proposals from qualified firms that provide Architectural/Engineering Services. Westerly Public Schools has submitted a Stage II application to RIDE on September 15, 2022 and received preliminary approval. The Council of Elementary & Secondary Education approval is anticipated in December 2022. The selected firm will provide Architectural/Engineering (A/E) Services to further develop the Stage II plan for school facilities in Westerly, and the submission of a RIDE Phase III and subsequent phases.

**II. Scope of Services**

Westerly is seeking Architectural & Engineering (“A/E”) services to develop and submit the RIDE Stages III application (reference RIDE Regulations for additional information and requirements) for the New State Street School based on the September 2022 Phase II submission. The A/E will assist Westerly and the OPM (Downes) with services as needed (marketing brochures, drawings, presentation boards, attendance of meetings, etc.). The A/E service may include, but not limited to, conducting existing building & site conditions surveys, Phase I-Site Assessment survey, HAZMAT Assessment, Geotechnical Borings and Test Pits, and comprehensive Land Survey of the property and Traffic Studies.

**A. Base Services**

**1. RIDE Stage II Application**

- a. **Application:** Westerly has submitted a Stage II Necessity of School Construction application on September 15, 2022. The Selected firm will assist/support Westerly & the OPM (Downes) with responses or supplemental information that may be requested by RIDE for the Stage II.

**2. RIDE Stage III Application**

- a. **Application:** Work with Westerly Public Schools and the OPM (Downes) to fulfill requirements for a RIDE Stage III application. Coordinate all necessary Town Council and School Committee votes and signatures required for submission. Provide all necessary hard copies to RIDE; provide digital and two (2) hard copies to WPS.
- ❖ The designs shall make maximum practical use of all space. Proposed solutions will be fully functional, meet all codes and regulations, and be cost effective.
  - ❖ Perform all required functions for architectural & engineering services in compliance with the RIDE School Construction Regulations (5/24/07).
    - Performing all necessary or advisable design work and complete the construction

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documents in accordance with the attached master schedule.

- The Statements of Qualifications and Fee Proposals will be evaluated as delineated herein and the highest rated of those firms that have met the criteria as established by the prescribed process, cost and all other factors considered, may be invited to a personal interview.
- It is critical to know that this Project will include the following criteria at the appropriate period of the process, all of which shall fully comply with all rules, regulations and laws:
  - ❖ All work will be in accordance with the Rhode Island School Building Authority deadlines and conform with RIDE School Construction Regulations.
  - ❖ Design team shall be responsible for obtaining Stage III approvals for the New State Street School project at the milestones and in accordance with the provisions set forth in Exhibit B and in accordance with all other applicable Rhode Island School Building Authority requirements.
  - ❖ Prevailing Wage Rates and all Applicable Standards shall apply.
  - ❖ Provide the NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the Design Team, including Sub-Contractors and any proposed MBE and WBE Firms, identifying the indicated role of each participant included in the RFP response. Include the identity of the Primary Architect (Designer), which shall be responsible for guaranteeing the delivery of the PROJECT on time and within the proposed fee in accordance with the contract provisions.
  - ❖ Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the Design Team PRINCIPAL CONTACT(S). The Design Team principal contact(s) must remain constant throughout the life of the PROJECT.
  - ❖ Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Design Team is a Joint Venture, Limited Liability Company, Corporation or partnership, describe the bonding approach that will be used and the members of such organizations who will have joint and several liabilities for the performance of the work required for the Project. If the Design Team is a limited liability company, joint venture, corporation or any form of partnership, provide complete copies of the organizational documents that allow, or would allow by the time of contract award, the Respondent to do business in the State of Rhode Island.
  - ❖ MBE Goal is Ten Percent (10%) and the WBE Goal is Ten Percent (10%) per State regulations and applicable law. The Town encourages the engagement and hiring of local residents and businesses at the company, trade worker, vendor, and supplier levels.
  - ❖ All Rhode Island Department of Education (RIDE) requirements related to the State funding grant and their standards for the design and construction of school projects.
  - ❖ Firms, entities, joint ventures, and other business associations participating in this project shall have been incorporated or otherwise legally established as a business in the State of Rhode Island.

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## Project Specific Scope of work

The project is a new two-story elementary school for 300 students (grades K-4). The current design within the RIDE Stage II application shows a 58,000 GSF building with a footprint of approximately 43,000 with the remainder of the square footage comprising the second-floor area. Upon completion of the new school the existing State Street School will be demolished.

*The goal of the project will be to further reduce the GSF of the building in Stage III to be within the allowable GSF as prescribed by RIDE at 54,000 (180 GSF/student).*

- ❖ Provide existing conditions survey including but not limited to; structural, MEP, architectural etc.
- ❖ Hazmat identification and remediation plan
- ❖ Demolition documents
- ❖ Site development
- ❖ In working with the Construction Manager at Risk, prepare a site logistics plan to indicate construction access, staging areas, student & faculty circulation during construction, construction parking, delivery accessibility etc.
- ❖ Building Code review
- ❖ ADA review
- ❖ Site ADA access
- ❖ Renovation to interior spaces including but not limited to; lighting, acoustics, MEP, interior finishes and millwork, and signage
- ❖ ADA access
- ❖ Building envelope improvements
- ❖ Restoration of historical features and components; review with RI Heritage and
- ❖ MEP design including fire alarm
- ❖ Windows
- ❖ Planning of access during renovation project
- ❖ Develop renovation or replacement of cupola including related work
- ❖ RIDE review including Stage III submission
- ❖ Reviews with the Building and Fire Departments
- ❖ Develop project budget utilizing services of cost estimator. Estimates shall include; initial conceptual budget, schematic design estimate, design development estimate and 60% construction documents estimate
- ❖ Provide construction administration throughout the duration of the construction phase of the project
- ❖ The firm will have the responsibility to provide comprehensive design services through the firm's own capabilities and sub-consultants as necessary. The A/E services should include at minimum the following:
  - Architectural Design
  - Building & Fire Code Expertise
  - Acoustical Engineering
  - Structural Engineering
  - Civil and Site Design
  - Landscape architect
  - Food Service Design
  - Electrical, FA/ Data & Telcom
  - Mechanical (HVAC) Engineering
  - Plumbing Engineering
  - Fire Protection Engineering

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Interior Finishes  
Interior Furnishings  
FF&E  
Cost Estimator  
Traffic Study  
Building Commissioning (by Owner)

- b. Public Engagement:** Facilitate up to six (6) public information sessions to provide Subcommittee updates and engage a community discussion on building configuration development. Meetings are to be held with multiple stakeholders, and typically occur during the evening or on a weekend day.
- c. Cost Control:** Provide and maintain an overall project budget, including:
  - i.** Review and oversight hard construction cost estimates provided by selected Designer.
  - ii.** Incorporation of all soft costs and project contingencies.
  - iii.** Coordination with Town Financial Director for taxpayer fiscal impact.
  - iv.** Anticipated funding strategies, including bonding, pay-go, reimbursement, and burn-rate.
- d. Schedule Control:** Provide and maintain a detailed schedule for meetings, public information sessions, action items, and next steps.
- e. Meetings:** For the purposes of this RFP, assume bi-monthly meetings with the Subcommittee and monthly updates to the School Committee and Town Council. Additionally, OPM is to include all necessary coordination meetings with RIDE as part of this effort. Where practicable, accommodations will be made to attend meetings virtually.

### III. Instructions for Submission of Qualifications

#### SUBMISSION REQUIREMENTS

- Letter of Transmittal: A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the Design Team.
- Statement of Qualifications

#### CONTENTS OF STATEMENTS OF QUALIFICATIONS

##### General

- A. Provide the NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the Design Team, including Sub-Consultants and any proposed MBE Firms, identifying the indicated role of each participant included in the RFP response. Include the identity of the Primary Design Team (Designer), which shall be responsible for guaranteeing the delivery of the PROJECT on time and within the Guaranteed Maximum Cost in accordance with the contract provisions.

Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the Design Team PRINCIPAL CONTACT(S). The Design Team principal contact(s) must remain constant throughout the life of the PROJECT.

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- a. Town of Westerly must be informed of any changes in personnel at any time during the contract term. The Town of Westerly reserves the right to reject personnel and/or if in the event key personnel are no longer available, The Town of Westerly reserves the right to terminate this agreement.

Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the Design Team is a Joint Venture, Limited Liability Company or partnership, describe the design liability approach that will be used and the members of such organizations who will have joint and several liabilities for the performance of the work required for the Project. If the Design Team is a limited liability company, joint venture or any form of partnership, provide complete copies of the organizational documents that allow, or would allow by the time of contract award, the Respondent to do business in the State of Rhode Island.

### **JOINT VENTURES**

Firms that are bidding this Project as part of a Joint Venture Partnership shall meet the following criteria in order to be eligible to participate in the Project -

At least one (1) of the firms participating in the Joint Venture Partnership shall have been incorporated or otherwise legally established as a business in the State of Rhode Island for not less than five (5) years;

Joint Venture Partnerships meeting the above criteria shall provide the Owner with the following information, for review and consideration of its Bid:

- a) Legal Documentation as to the Legal Structure of the Joint Venture Partnership.
- b) Detailed explanation of how the Joint Venture Partnership is financed and by whom.
- c) Explanation of which Co-Venturer will be primarily responsible in the overall Joint Venture Partnership.
- d) Detail which Co-Venturer will be providing the design liability insurance.
- e) Detail which Co-Venturer will and has the authority to make decisions on behalf of the Joint Venture Partnership.
- f) Detail which Co-Venturer will run the day-to-day operations of the Joint Venture Partnership.
- g) Detail what percentage of employees will be used from each of the Co-Venturer's firms and describe which roles those employees will participate.
- h) Clearly outline the insurance structure proposed for the Joint Venture Partnership and the proposed term of the insurance. This shall also include details as to who will be the long-term insurance administrator after the Joint Venture Partnership ceases to exist.

Joint Venture Partnerships that have submitted a Bid for this Project shall meet all of the eligibility requirements detailed above and shall submit with the Bid all documentation that has been requested in regards to the Joint Venture Partnership. Joint Venture Partnerships that have not submitted the appropriate requested information shall not be eligible for Bid Award.

Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which

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companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. An affiliate shall be considered as any business entity which is closely associated to another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in Joint Ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.

If a Design Team has no affiliated and/or subsidiary companies other than the Respondent's legal business entity, the Respondent should include a statement in the submittal indicating the same.

B. Provide a description of EACH Design team Member's experience and qualifications, particularly with respect to:

- 1) Public Educational Facility Design, School Site Work Design, and Public School Construction utilizing the CMR Method of Delivery.
- 2) Northeast Collaborative for High Performance Schools.
- 3) Related work with a particular focus on the ability to deliver such projects on time and on budget. Identify and describe all relevant projects with a construction value of a minimum of \$70.0 Million or more completed by EACH company in the past TEN (10) YEARS which demonstrates adequate experience in Public School Design and Construction on school construction projects similar in scope and/or complexity to the PROJECT defined herein.
  - a. Respondent should provide relevant and verifiable evidence of good performance or lessons learned from previous experience and give convincing ways in which lessons learned or past good performance will be used for the benefit of the PROJECT defined here in.
  - b. With respect to EACH project identified, include the following information: project name and contract number; owner's name, address, principal contact, and current phone and e-mail addresses; dates of design and/or construction; project description; description of work and percentage actually performed by each company; and the initial bid price and final contract price.
  - c. Provide an organizational chart identifying companies responsible for major functions to be performed in designing the PROJECT. The chart should show the functional structure of the organization and identify key personnel by name and affiliation. The chart must identify the critical support elements of overall project management of the Design Team, Project Management of each firm participating as part of the Team, project administration, construction management, design quality control and design quality assurance, and construction administration.

C. Identify the Key Firms you would be anticipating as part of your overall Design Team.

Additionally provide separate resumes for all key management staff of the Design Team, including the Principal in Charge, Design Project Manager, and all other key individuals.



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In addition, include the approximate percentage of each employee's time to be expended on this project.

Key management resumes will indicate where roles, if any, may overlap and will include the proposed role and experience in the area of responsibility, history of employment, experience in design, construction or maintenance of similar projects, and other relevant background information.

D. THREE (3) references shall be provided for the Project Principal and Design Project Manager.

At least ONE (1) reference shall be provided for all other key personnel.

References shall be previous owners or clients with whom the key personnel have worked within the past FIVE (5) YEARS and should include the name, position, company or agency, current phone and fax numbers and e-mail addresses for each reference.

E. Discuss the current design and/or construction administration backlog of EACH Design team

## **Submission Evaluations**

Proposals shall be evaluated on the following criteria and point system:

- High degree of qualifications and experience on similar projects.
- Thorough knowledge of applicable Rhode Island construction laws, RIDE building regulations, Town of Westerly local codes and all other pertinent codes and regulations related to successful completion of the projects.
- Experience with school building projects that include site development, occupied school renovations, and suitable school projects that may relate to this project.
- Successful track record of working with contractors, subcontractors, consultants, school officials, municipal officials, state officials, and committee members on behalf of the Owner in providing relevant information and facilitating decisions and actions of the various participants with the goal of advancing the progress of the Project on a timely basis.
- Ability to commit the resources necessary to complete the services outlined in this RFP and the ability to sustain that commitment for the entire duration of the project.

WESTERLY PUBLIC SCHOOLS will base its evaluation of responses on the following criteria, which are not necessarily in order of importance:

<b>TECHNICAL SECTION</b>	
Description	Maximum Points
Primary Firm Workload and Size	10
Primary Qualifications	25
Key Personnel	15
Overall Team Qualifications/Experience	20
<b>TOTAL TECHNICAL</b>	<b>70</b>
<b>COST SECTION</b>	
Cost	30
<b>TOTAL TECHNICAL AND COST</b>	<b>100</b>

\*Low bidder automatically receives 30 points all other bidders are assigned points based on the following formula:  $\text{low bid} / \text{your bid} * 30$

**To move forward to the cost evaluation vendors must meet a minimum of 50 technical points.**

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ADDITIONAL FACTORS FOR AWARD: Westerly Public Schools will evaluate each written submission, determine whether interviews are necessary, then based on the content of the written submission and interviews, select the vendor best qualified and that is most advantageous to the Westerly Public School System. The firm's qualifications, proposed personnel qualifications, knowledge of Westerly and the needs facing the schools, anticipated services, and project approach will be the criteria by which the Building Committee will conduct its evaluation:

Each Submission will be evaluated by Westerly Public Schools and will include but will not be limited by the following criteria in order to select the best responsive and responsible Bidder:

- A. Demonstrated experience in the type of work required.
- B. Professional background, experience, and expertise of the principals and staff of the Firm.
- C. Record of the Firm in accomplishing work on other similar projects in the required timeframe.
- D. Quality of work performed previously by the Firm for the Westerly Public School Department, if any.
- E. Recent experience showing accuracy of designing to the budget.
- F. References provided by the Firm will be reviewed and evaluated.
- G. Personal Interview - The Committee may request presentation interviews.

Westerly Public Schools may reject any and/or all submission and the right to waive any informalities relating to the proposals if it is in the public interest to do so.

Any award is subject to entering into a contract acceptable to the Westerly Public Schools and its legal counsel.

The Town of Westerly and its Agencies and Commissions are Affirmative Action – Equal Opportunity employers. Respondents to this Request for Proposal agree and warrant that in the performance of the work on these projects, the firm will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental or physical disability.

End of Request for Qualifications

## **IV. MILESTONE SCHEDULE DATES**

The Successful Bidder agrees to perform the described Work in accordance with the following schedule milestones:

### Anticipated Schedule

- |                                     |                   |
|-------------------------------------|-------------------|
| 1. Issue Request for Qualifications | December 20, 2022 |
| 2. Designer Briefing & Prebid       | January 11, 2023  |
| 3. Request for Proposal Submission  | February 14, 2023 |
| 4. A/E Interviews, if required      | February 22, 2023 |
| 5. A/E Selection                    | February 28, 2023 |
| 6. Commence Services                | March 1, 2023     |

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**ATTACHMENT "B"  
Bid Form**

**“THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE” clearly marked BID FORM, RFP 23-43, A/E Services for new State Street School cost proposal.**

**RFP NUMBER: 23-43**

**RFP NAME: Architectural/Engineering Services for RIDE Stage III Submission for the New State Street School**

The Bidder agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in the above referenced Request for Proposal.

1. **Vendor Fee** Provide a lump-sum fixed fee for the work described above

\$ \_\_\_\_\_ State Street ES

2. To aid with analysis of proposals, provide hourly breakdown of the above lump-sum fixed fee for all personnel roles associated with the project (including primary and secondary). **\*\*\*Hourly rates may only increase by the inflation rate associated with Core CPI (Consumer Price Index), which is calculated and published by the United States Bureau of Labor Statistics.**

Personnel	Hourly Rate	Number of Hours

3. **Supplemental Pricing Information**

**\*\*Rates for services performed outside the scope of the aforementioned Project.**

**Include any consultants in the section below \*\***

<u>Title</u>	<u>Hourly Rate</u>	<u>Daily Rate</u>	<u>Weekly Rate</u>	<u>Yearly Rate</u>	<u>Overtime Rate   Hour</u>



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## ATTACHMENT "C"

### INSTRUCTIONS TO BIDDERS (FOR CONSTRUCTION/SERVICES)

#### PURCHASING DEPARTMENT

1. **Submission of Bids**

a. Envelopes containing bids **must be** sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with RFQ number.

b. The Purchasing Agent will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.

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. 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.

e. 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.

f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.

g. Proposals that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to reword or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.

2. **Prices**

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If 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.

3. **Terms**

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, 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. Payment terms are net 30.

4. **Qualification of Bidders**

The Town/School's may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the town with all such information and data for the purpose as may be requested.

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## 5. **Addenda and Interpretations**

No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations must be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The Town/School is not responsible for information obtained from any other source. It is the responsibility of the Bidder to check the website for any and all information regarding the request to bid.

## 6. **“Or Equal” Bidding**

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly/Westerly Schools or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

## 7. **Award and Contract**

Unless otherwise specified, the Town of Westerly/Westerly Schools reserves the right to make award by item or items, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Contract shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

## 8. **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 Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

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

## 9. **Standard Insurance and Indemnification Requirements (for Construction/Labor Services)**

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.

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- 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 retentions 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 retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor's sole responsibility.

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- 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)



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

Town of Westerly/Westerly Schools reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

## 10. 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.

## 11. Wage Rates (for on-site construction labor services)

**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. See Appendix B.**

## 12. Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

## 13. Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

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## 14. **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk or Flash Drive. The disk must include **all the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline\_BidderName.pdf

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day. Bids may be opened publicly in Town Hall or Babcock School shortly after Bid receipt.

## 15. **Binding Contract**

A binding contract between the Town of Westerly/Westerly Schools and the successful bidder will be formed by the issuance of the Westerly Standard Agreement from the Purchasing Department, *and only by the issuance of a Purchase Order for billing purposes, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed or Contract and, in addition, an authorization from the department.

## 16. **DISCLAIMER**

- a. The Town reserves the right to amend, cancel or withdraw the Request for Proposal at any time if it is deemed in the best interests of the Town to do so. The Town reserves the right to reject any, or any part of, or all proposals, to waive informalities and technicalities, and to accept that bid proposal which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar bid.
- b. The Town is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
- c. All proposals submitted, and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created.
- d. The information contained in this RFP and attachments, hereto, and any addendum that may be issued, are provided to assist prospective Bidders in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the Town and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Bidders.

### **17. Background Investigation Check for Construction Contractors and Sub-Contractors**

Prior to the start of work on any Westerly Public Schools site, all construction contractors and other vendors supporting construction projects including but not limited to construction managers, company owners, architects, engineers, specialty contractors, subcontractors and personnel for the same shall be subject to national and state criminal background checks to determine suitability for performing work at a Westerly Public Schools site. No personnel shall work at a Westerly Public Schools construction site that has been identified as a sexual predator, convicted of a serious offense or convicted of a crime in the last three years.

The contractor or vendors supporting construction projects shall screen all personnel on the national and state level and/or other appropriate sexual predator database. Contractors and sub-contractors must conduct a sexual predator screening of all personnel. All personnel are required to wear badges with a picture, employees name and name of contractor.

Contractors and other vendors supporting construction projects shall be required to complete the background check and to pay the processing and maintenance fee required for all the appropriate background checks. **Contractors should not expect these background checks to be completed by the Westerly Police Department.** Failure to meet policy requirements may result in a stop work order and/or revocation of the contract.

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## 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 a contract with the Town of Westerly/Westerly 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 Agent at the location indicated within the bid 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 locations or which are not present in the Town of Westerly/Westerly Public Schools Purchasing 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. The Town of Westerly/Westerly Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town/Schools.

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 firm and fixed unless otherwise indicated. (R.I. Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para1, as amended.) 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.

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. PRICES QUOTED ARE FOB DESTINATION. No additional shipping, handling, or fuel surcharge costs will be honored by the Town/School. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. 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 an authorized Purchase Order issued by the Purchasing Agent.

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

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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/Schools 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](http://www.westerlyri.gov) or appearing in person at Westerly Town Hall, Purchasing 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 Town's sole option.

**BID SURETY.** Where bid surety is required, for construction/labor services, 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. 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".

**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 more than 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/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'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/Westerly Public Schools contracts.

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

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

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

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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

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SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town'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.

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>

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## 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 may be disregarded and shall not be binding on the Town of Westerly.

\_\_\_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 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 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 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, 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: \_\_\_\_\_

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\_\_\_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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## Appendix B

### **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.

- H. Certificates of Insurance: The contractor will give the Town/Schools 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 Town/Schools to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town/Schools to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- I. 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.
- J. 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 Town/Schools directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- K. 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.
- L. 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.
- M. 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 Town/Schools, 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.
- N. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town/Schools and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town/Schools, 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:

- H. 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.
- I. 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.
- J. 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

# TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

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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.

K. 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

L. 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

M. 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.

N. 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/Westerly Schools reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.