

REQUEST FOR QUOTATION

RFQ Description – **Duct Cleaning Services**

RFQ Number: 2022 – 033

May 10, 2022

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

Locations

Dunn's Corner-(DCS) - 8-1/2 Plateau Rd Westerly RI 02891
Springbrook Elementary (SES)- 39 Springbrook Rd Westerly RI 02891
State Street Elementary (SSS) 35 State Street Westerly R.I. 02891
Babcock Hall (BH)- 23 Highland Ave. Westerly RI 02891
Ward High School (WHS) – 23 Ward Ave. Westerly RI 02891
Westerly Middle School (WMS)- 10 Sandy Hill Rd. Westerly RI 02891
Transition Academy (TA) 5 Union Street-Lower Level Westerly R.I. 02891

TERMS AND CONDITIONS

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

BID DUE DATE/SUBMITTING INSTRUCTIONS

BIDS ARE DUE and MUST BE SUBMITTED on the attached **BID FORM, Attachments B, NO LATER THAN 2:00 p.m., EST, Tuesday, May 31, 2022.** 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 RFQ Number and Title. Bidders must include one original, one copy and a Public (soft) copy on CD or flash drive of the Bid as defined in the Instruction to Bidders.

BIDDER'S QUESTIONS

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at ecardillo@westerlyri.gov no later than **05/24/2022, 12:00PM**, 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 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.

PREBID MEETING

Bidder must attend the **mandatory pre-bid meeting**. The bidder's representative must register with the Purchasing Agent at the mandatory pre-bid meeting and identify the bidder he or she represents.

Pre-Bid Location: Westerly Middle School-10 Sandy Hill Rd. Westerly R.I. 02891

Date: 05/17/22

Time: 10:00 A.M.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all materials and equipment, FOB jobsite.
2. Price must include a 5% Bid Bond and cost of Payment and Performance **Bonds**. The successful Bidder will be required to post a 100% Payment and Performance Bond.
3. Bidders shall note that their bid is based on **Prevailing Wage** (RIGL Sec 37-13-1 et seq.) General Decision Number: RI20220001 04/01/2022 General Labor. The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis and submit certified weekly payroll as described in the Instructions to Bidders. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov.
4. Bidder's prices shall include all **Permits/Fees**.
5. Quotes must be firm for a minimum of 120 days from date of submission.
6. Field Visits – Bidders shall confirm field measurements as part of the bidding process. Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed, and this Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property. All field visits must be coordinated with the Town/School point of contact within 48 hours from all site visits.
7. 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.
8. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
9. Selection Criteria – While the fee/costs will be discussed and considered during the review process, cost alone will not drive the selection decision. The invitation for bids shall state whether award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective measurable criteria to be utilized shall be stated in the invitation for bids, if available.
10. This project is Tax exempt for Rhode Island Sales Tax and Federal Excise Taxes.

RFQ BID DOCUMENTS

Attachment A – Scope of Work/ Project Schedule, Pages 4 - 6

Attachment A1- Cleaning Specifications Pages 7 - 15

Attachment B – Bid Form Pages 16 - 18

Attachment C – Instruction to Bidders Pages 19 - 26

APPENDIX A - Bidder Certification Pages 27 - 31

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.

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 qualified 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 Agent
Town of Westerly/ Westerly Public Schools
45 Broad Street
Westerly, RI 02891
Tel: (401) 348-2599
Email: ecardillo@westerlyri.gov
www.WesterlyRI.gov

CC: PM

ATTACHMENT "A"

SCOPE OF WORK

2022 – 033 Duct Cleaning Services

SCOPE OF WORK

1. Description of Scope

The Successful Bidder will be responsible for the completion of the following work scope items:

- A) The scope of work for this project will include cleaning of all HVAC ductwork and accessories at the following locations

Dunn's Corner-(DCS) - 8-1/2 Plateau Rd Westerly RI 02891

Springbrook Elementary (SES)- 39 Springbrook Rd Westerly RI 02891

State Street Elementary (SSS) 35 State Street Westerly R.I. 02891

Babcock Hall (BH)- 23 Highland Ave. Westerly RI 02891

Ward High School (WHS) – 23 Ward Ave. Westerly RI 02891

Westerly Middle School (WMS)- 10 Sandy Hill Rd. Westerly RI 02891

Transition Academy (TA) 5 Union Street-Lower Level Westerly R.I. 02891

The extent of ductwork to be cleaned shall be determined by review of available construction documents and field verification.

(B) The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with the specifications listed in Exhibit A-1.

(C) The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes all Heating, Ventilating and Air Conditioning systems from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, supply air ducts, fans, fan housing, fan blades, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

Clarifications

- Not all of the duct work is currently commissioned. It is the vendor's responsibility to field verify in conjunction with the Buildings and Maintenance Department which ductwork is included/excluded.
- Clean all exhaust only systems including bathroom, locker rooms, Gyms, Auditoriums and Fitness Centers
- Replacement filters will be supplied by the Owner

2. Description of **Work Excluded**

The following specific item(s) of work shall be excluded from the work of this Bid Package:

- Repair or replacement of any HVAC components or duct work
- Repair or replacement of any HVAC duct work insulation
- Cleaning of Kitchen exhaust hoods, ductwork and fans

MILESTONE SCHEDULE DATES

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

Approximate Work Start: **Week of July 4, 2022**

Substantial Completion: **Week of August 16,2022**

These are approximate milestone dates and may be adjusted by the Town/Schools to meet the overall project requirements. Additional charges from the successful bidder, for any adjustments, prior to completion of the work, will not be allowed.

The Bidders shall be aware that meeting the above completion date milestones may require extended work days, Saturday work, and multiple crews and expedited procurement of materials. All of these work requirements shall be considered within the base bid price.

SPECIFICATIONS

The following Specifications, define the Scope of Work of the Bid Package:

SPEC.	DESCRIPTION	REV	DATE	S/R
	Attachment-A		040722	
	Attachment A-1		040722	

DRAWINGS

The following Drawings, together with the Specifications and other related items of work as described herein; further define the Scope of Work of this Bid Package. A link to the drawing folder is provided

https://drive.google.com/drive/folders/1Rs6Fnyp8Ck1m6cUKSLshiAFsHojmiUt_?usp=sharing

DWG #	Description	Rev	Date
001	WHS and BH Remodel Plans		040722
002	WMS As-built		040722
003	DCS Floor Plans		040722
004	SES Floor Plans		040722
005	SSS Basic Floor Plans		040722
006	TA Floor Plans		040722

Time for Completion. The Contractor to whom this contract may be awarded will be required to commence work within Thirty (30) days after the proper date of a letter from the Town notifying the contractor to begin work (Notice to Proceed). This letter may, at the option of the Town, be sent any time after the award of the contract and even prior to the formal signing of the contract document and surety bond.

The contractor shall begin work within the time stated above and shall prosecute the work diligently thereafter to complete all the work contemplated by this contract within **45 (Forty-Five) calendar days**.

(I) Prospective bidder's attention is drawn to the following completion schedule dates as outlined for certain work of the project:

Approximate Work Start Date: Week of July 4, 2022

Approximate Work Completion Date: Week of August 16, 2022

Duct Cleaning Specifications

Attachment A-1

(This specification has been modified from the “NADCA General Specifications

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Part 1 -- Special Provisions

1.01 Qualification of the HVAC System Cleaning Contractor:

(A) Membership: The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA) for a **minimum of 5 years**.

(B) Certification: The HVAC system cleaning contractor shall have a minimum of **two (2) Air System Cleaning Specialist (ASCS)** certified by NADCA employed on a full time basis.

(C) Supervisor Qualifications: A person certified as an ASCS by NADCA shall be responsible for the total work herein specified.

(D) Experience: The HVAC system cleaning contractor shall submit records of experience in the field of HVAC system cleaning as requested by the **owner**. **Bids shall only be considered from firms, which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning.** A list of 5 or more similar projects in size and scope performed by the duct cleaning contractor in the past 12 months must be included with this bid.

(E) Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification.
2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification
3. Contractor shall submit to the **owner** all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

(F) Licensing: The HVAC system cleaning contractor shall provide proof of maintaining the proper license(s), if any, as required to do work in this state. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

(G) The Duct Cleaning Contractor must have a physical location within the state of Rhode Island where employees report to work.

1.02 Standards.

(A) NADCA Standards: The HVAC system cleaning contractor shall perform the services specified here in accordance with the current published standards of the National Air Duct Cleaners Association (NADCA) as modified by the **owner** in this specification.

1. All terms in this specification shall have their meaning defined as stated in the NADCA Standards.

1.03 Documents

(A) Mechanical Drawings: The **owner** shall provide the HVAC system cleaning contractor with one copy of the following documents:

1. Project drawings and specifications-If drawings are not available than a MANDATORY site visit of each property must occur.
2. Approved construction revisions pertaining to the HVAC system
3. Any existing indoor air quality (IAQ) assessments or environmental reports prepared for the facility.

Part 2 -- HVAC System Cleaning Specifications and Requirements

2.01 Scope of Work

(A) Scope: This section defines the **minimum** requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts (except ceiling plenums and mechanical room) to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system also includes other components such as dedicated exhaust and ventilation components and make-up air systems.

2.02 HVAC System Inspections and Site Preparations

(A) HVAC System Evaluation: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC

system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project.

1. Damaged system components found during the inspection shall be documented and brought to the attention of the **owner**.

(B) Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.

2.03 General HVAC System Cleaning Requirements

(A) Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

(B) Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, Mechanical Cleaning operations shall be undertaken only with Particulate Collection Equipment in place, including adequate filtration to contain Debris removed from the HVAC system. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

(C) Controlling Odors: All reasonable measures shall be taken to control offensive odors and/or mist vapors during the cleaning process.

(D) Component Cleaning: Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable standards (see NADCA Standards). Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

(E) Air-Volume Control Devices: Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

(F) Service Openings: The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.

1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
3. Closures must not significantly hinder, restrict, or alter the air-flow within the system.
4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.

5. Openings must not compromise the structural integrity of the system.
6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, SMACNA and NADCA Standards.
7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.
8. Rigid fiberglass ductboard duct systems shall be resealed in accordance with NAIMA recommended practices. Only closure techniques which comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.
9. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked.
10. All access openings must be inspected by an owner representative prior to closure.

(G) Ceiling sections (tile): The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

(H) Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.

(I) Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with NADCA Standards. Contractor shall:

1. Contact clean all air handling unit (AHU) internal surfaces, components and condensate collectors and drains.
2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
3. Clean all coils and related components, including evaporator fins.

(J) Duct Systems: Contractor shall:

1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.
2. Contact Vacuum all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Testing (see NADCA Standards). **Air Whipping, Air Washing, Air Lancing, Robotics and similar cleaning methods WILL NOT be allowed unless the ductwork is inaccessible due to hard ceilings or they are constructed**

“in-slab”. ONLY CONTACT VACUUMING, UTILIZING PORTABLE HEPA FILTERED VACUUMES, WILL BE ALLOWED.

2.04 Health and Safety

(A) Safety Standards: Cleaning contractors shall comply with all applicable federal, state, and local requirements for protecting the safety of the contractors' employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris. All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

2.05 Mechanical Cleaning Methodology

(A) Source Removal Cleaning Methods: the HVAC system shall be cleaned using **Contact Vacuuming** methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment is assured.

2. All vacuum devices shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.

3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.

4. All methods require contact vacuuming to dislodge debris adhered to interior HVAC system surfaces, such that debris may safely enter the vacuum collection device at the point of agitation.

(B) Methods of Cleaning Fibrous Glass Insulated Components:

1. Fibrous glass thermal or acoustical insulation elements present in any equipment or ductwork shall be thoroughly contact cleaned with HEPA

vacuuming equipment, while the HVAC system is under constant negative pressure, and not permitted to get wet in accordance with applicable NADCA and NAIMA standards and recommendations.

2. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing Cleaning Verification Tests (see NADCA Standards).

(C) Damaged Fibrous Glass Material

1. If there is any evidence of damage, deterioration, delamination, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, they shall be identified for replacement.

2. When requested or specified, Contractor must be capable of remediating exposed damaged insulation in air handlers and/or ductwork requiring replacement.

3. Replacement material: In the event fiberglass materials must be replaced, all materials shall conform to applicable industry codes and standards, including those of UL and SMACNA.

Replacement or coating of damaged insulation is **not** covered by this specification.

(D) Cleaning of coils

1. Any cleaning method may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification (see applicable NADCA Standards). Coil drain pans shall be subject to Non-Porous Surfaces Cleaning Verification. The drain for the condensate drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

(E) Biocidal Agents and Coatings

1. Biocidal agents shall only be applied if active fungal growth is reasonably suspected, or where unacceptable levels of fungal contamination have been verified through testing.

2. Application of any biocidal agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.

3. Only biocidal agents registered by the U.S. Environmental Protection Agency (EPA) specifically for use within HVAC system shall be used.

4. Biocidal agents shall be applied in strict accordance with manufacturer's instructions.

5. Biocidal coating products for both porous and non-porous surfaces shall be EPA registered, water-soluble solutions with supporting efficacy data and MSDS records.

6. Biocidal coatings shall be applied according to manufacturer's instructions. Coatings shall be sprayed directly onto interior ductwork surfaces. A continuous film must be achieved on the surface to be treated by the coating application. Application of any biocidal coatings shall be in strict accordance with manufacturer's minimum millage surface application rate standards for effectiveness.

2.06 Cleanliness Verification

(A) General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.

(B) Visual Inspection: the HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the **owner** reserves the right to further verify system cleanliness through gravimetric or wipe testing analysis testing as specified herein.

2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

2. Cleanliness verification shall be performed immediately after mechanical cleaning and before the HVAC system is restored to normal operation.

2.07 Pre-Existing System Damage

(A) Contractor is not responsible for problems resulting from prior inappropriate or careless cleaning techniques of others.

2.08 Post-Project Report

(A) At the conclusion of the project, the Contractor shall provide a report to the **owner** indicating the following:

1. Success of the cleaning project, as verified through visual inspection and/or gravimetric analysis.

2. Areas of the system found to be damaged and/or in need of repair.

3. Before cleaning and after cleaning photos must be provided of designated areas.

2.09 Applicable Standards and Publications -- The following current standards and publications of the issues currently in effect form a part of this specification to the extent indicated by any reference thereto:

(A) National Air Duct Cleaners Association (NADCA): "Assessment, Cleaning & Restoration of HVAC Systems (ACR 2005)," 2004.

(B) National Air Duct Cleaners Association (NADCA): "Understanding Microbial Contamination in HVAC Systems," 1996.

(C) National Air Duct Cleaners Association (NADCA): "Introduction to HVAC System Cleaning Services," 2004.

(D) National Air Duct Cleaners Association (NADCA): Standard 05 "Requirements for the Installation of Service Openings in HVAC Systems," 2004.

(E) Underwriters' Laboratories (UL): UL Standard 181.

(F) American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE): Standard 62-89, "Ventilation for Acceptable Indoor Air Quality".

(G) Environmental Protection Agency (EPA): "Building Air Quality," December 1991.

(H) Sheet Metal and Air Conditioning Contractors' National Association (SMACNA): "HVAC Duct Construction Standards - Metal and Flexible," 1985.

(I) North American Insulation Manufacturers Association (NAIMA): "Cleaning Fibrous Glass Insulated Air Duct Systems," 1993.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

ATTACHMENT "B"

Bid Form

“THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID”

RFQ NUMBER: 2022 – 033

RFQ NAME: Duct Cleaning Services

The Bidder stated below 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 Quotation, for the Lump Sum amount of _____

(\$ _____)

For the Town/Schools to properly evaluate the Proposals, please supply the following information.

RFQ 2022-033 Bid Form

Location	Labor	Materials	Major Equip. (over \$10,000)	OH/P/GC	School Total
BH					
DCS					
SES					
SSS					
WMS					
WHS					
Transition Academy					

Shipping/ Logistics/Rigging
 Bonds
 Permits
 Total Project Cost

Did you completed and submit **Appendix A**: YES _____ NO _____ ?

Delivery/Start: _____ calendar days after receipt of order.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

ALTERNATE PRICES

Alternate Prices shall include all costs such as profit, overhead, regulatory compliance, bond, insurance, etc., associated with the changes, omissions, additions or other adjustment to the Work of this Bid Package which are described in the Alternate.

ALTERNATES		Cost
1.	N/A	

UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders as approved in advance by the Town/Schools. These Unit Prices include all costs, including but not limited to labor, materials, services, regulatory compliance, insurance, overhead, and profit. If a specific item or task is not noted in the description, the cost of that item must be included in an item listed below. Note; some items identified may not be not referenced in this scope but are listed for potential substitutions and/or for potential items to be used within the allowance budget.

DESCRIPTION	UNIT PRICE
1. 1 foot of 12"x12" ducting (equiv.) per-L./F.	
2. (1) 12X12 register each	
3. 1 foot of 24"X24" ducting((equiv.) per-L./F	
4. (1) 24X24" register	

The below stated Bidder agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in this Request for Quotation, including, but not limited to, agree to all terms and conditions, all as shown or by reference, unless as excluded below:

EXCLUSIONS:

Did you deviate from the specifications in any way: YES ___ NO ___?

(If yes, you must explain below and submit a detailed description of all deviations so that your product or service can be properly evaluated.)

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

The above price includes all stipulations and requirements of Addendum No. _____, which have been received and accepted by the undersigned.

What is the **Company's Experience Modification Rating** from your Insurance provider? _____ **EMR**. If over 1.0, please explain why: _____

This Request for Quotation, together with all documents, specifications, drawings and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Quotation supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, for this scope of work.

The lump sum bid price above, excludes applicable sales and or use taxes; includes all insurance premiums; and includes all shipping/transportation costs, if applicable. The submitted pricing for this scope of work shall remain firm for 90 days from date of submission.

Company Representative

Print Name: _____

Authorized Signature: _____

Telephone e-Mail City State Zip

Date: _____

Company Name: _____

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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.

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,

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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.

- 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

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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.

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

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

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

Minimum Limits: Workers' Compensation: statutory limit
Employer's Liability: \$500,000 bodily injury for each accident
\$500,000 bodily injury by disease for each employee
\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

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

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

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

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

Town of Westerly/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,

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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.

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.

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

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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 RFQ 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

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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

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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 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 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 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

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Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub. 1. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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

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

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

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

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

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

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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: _____

__ 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: _____

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

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

Print Name and Title of Company official signing offer Telephone Number
