

Invitation to Bid
Westerly Middle School Roof Replacement
ITB Number: 27-02
March 19, 2026

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

TERMS AND CONDITIONS

Bids shall be based on the Terms and Conditions as referenced in this Invitation to Bid.

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., April 16, 2026.** 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 ITB Number and Title. Bidders must include one hard copies and a Digital copy on a 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 and copied to the Owner's Project Manager at dreading@downesco.com no later than no later than 12:00 p.m. on 4/8/26, 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.

PRE-BID MEETING

A non-mandatory pre-bid meeting is scheduled for 3:30 p.m. on March 26, 2026, for a general project overview and tour of the existing facility located at 10 Sandy Hill Road, Westerly, RI 02891. Attendance is non-mandatory but encouraged as this will be the bidders' only opportunity to visit and familiarize themselves with the facility where they will be providing services, so that they may respond accurately to this ITB.

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all materials and equipment, FOB jobsite.
2. Bid Price which exceed \$50,000 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.). 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.

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6. 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.
7. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
8. This project is Tax exempt for Rhode Island Sales Tax and Federal Excise Taxes.
9. The Successful Bidder MUST be able to have a response time that will allow an assigned project to be completed when requested by the Town/School.

BID DOCUMENTS

Attachment A	Scope of Work/ Project Schedule, Page 7
Attachment B	Bid Form Pages 8-10
Attachment C	Instruction to Bidders Pages 11-16
APPENDIX A	Bidder Certification Pages 17-21

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



CC: file

INVITATION TO BID

PROJECT: **Town of Westerly ITB #27-02**
Westerly Middle School Roof Replacement
10 Sandy Hill Road, Westerly, RI 02891

OWNER: Westerly Public Schools
23 Highland Avenue
Westerly, RI 02891

ARCHITECT: DBVW Architects, Inc.
111 Chestnut Street
Providence, Rhode Island 02903

1. Bid Invitation: General Contractors are invited to submit an offer under seal to the Town of Westerly for construction of the above project. Bids shall be submitted in accordance with the Solicitation.
 - a. This invitation to bid is for the work as described in the Contract Documents.
 - b. The Documents will be made available electronically.
2. Pre-Bid Conference: A non-mandatory pre-bid conference will be held on **March 26, 2026 at 3:30 pm local time** for a general project overview and a tour of the existing facility.
 - a. Attendance is highly recommended.
3. Request for Information: Requests during the Bid Period will be accepted until **April 8, 2026 at 12:00 noon local time.**
 - a. Requests for information or clarification must be made electronically and sent to the attention of Eileen Cardillo at the Town of Westerly, email: ecardillo@westerlyri.gov
4. Addenda: Addenda will be issued electronically. Faxes and hardcopies will not be provided.
 - a. It is the responsibility of the prospective bidders to monitor the Town/City/State website for any subsequent bid addendum.
 - b. No addenda will be issued or posted within forty-eight (48) hours of the bid submission deadline.
5. Interpretations: No oral interpretations will be made to any bidder regarding the meaning of the Drawings and Specifications. Every request for interpretation will be made in writing, via email, by the Bidder to the Purchaser. Every interpretation will be issued in the form of a written addendum. All addenda will become part of the Contract Documents. Failure of any bidder to receive such interpretation shall not relieve the firm from any obligation required by addenda.
6. Submission Deadline: Bids are due on **April 16, 2026 at 2:00 pm local time.**
 - a. Late submittals will not be considered.
 - b. Provide two (2) complete, original hardcopies of all bid documents plus one (1) thumb drive or disk with a copy of all bid documents provided in PDF file format.

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- c. Proposals must be mailed or hand-delivered in a sealed envelope marked as follows:

Marked as: Town of Westerly ITB #27-02
Westerly Public Schools
Westerly Middle School Roof Replacement

Sent to: Eileen Cardillo
Purchasing/Risk Manager
Town of Westerly/ Westerly Public Schools
45 Broad Street
Westerly, RI 02891
Tel: (401) 348-2599
Email: ecardillo@westerlyri.gov
www.WesterlyRI.gov

7. Project Description: Roof Replacement at an Westerly Middle School in the Westerly School District in Westerly, RI.

Westerly Middle School

Work includes recovering the existing EPDM roofing with new cover board and a SBS modified built-up roof system, removal of existing damaged roof insulation in select areas previously exposed to moisture, raising select existing roof mounted HVAC equipment. New work includes wood blocking, additional roof insulation and tapered insulation where shown, SBS modified built-up roofing, new perimeter roof edge systems, and select MEP modifications to existing systems.

- a. The Work will be executed in multiple phases over several years under separate contracts.
 - b. These bid documents are only for Phase I - Summer 2026.
 - i. The intent is to occupy the existing building and site until **June 24, 2026** and partially vacate the existing building and site for construction during summer break.
 - ii. There are construction activities by others scheduled to be occurring simultaneously on site. Coordinate roof access, lay down, parking, and deliveries with the other contractors and the phasing plans included in the bid documents.
 - iii. The Contractor shall provide a detailed construction schedule, to be submitted to the Owner and Architect for review and approval.
 - c. The entire project shall reach **Substantial Completion** no later than **August 28, 2026**
 - d. Final Completion shall within sixty (60) calendar days after Substantial Completion.
 - e. All parking, storage and logistic items for construction will be confined to the existing site.
8. Discrepancies: The Drawings and Specifications have been designed to be supportive of each other. Should any discrepancies be discovered, the Purchaser shall be notified, and clarification requested in writing upon discovery of said discrepancy. Should timing be a factor, then the higher cost and/or better-quality product in the discrepancy shall prevail.
9. The Contractor shall meet all the requirements prescribed by the State Labor Laws and regulation, issued by the Rhode Island Department of Labor, pertaining to Public Works projects General Laws of Rhode Island. These laws include, but are not limited to:
- a. Weekly payment of employees,
 - b. Provisions applicable to Public Works Contracts,
 - c. Payment of Prevailing Wages,
 - d. Posting of Prevailing Wage Rates, and
 - e. Overtime Compensation.

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Bid Bond: Bidders are required to provide a bid surety in the form of a bid bond payable to the Town of Westerly in an amount not less than five percent (5%) of the bid price. Certified checks will not be accepted in lieu of a Bid Bond.

Performance and Payment Bond:

1. The successful bidder shall furnish a Performance Bond and a Labor and Material/Payment Bond in the amount of one hundred percent (100%) of the Contract price.
2. The cost of such bonds shall be included in the Bid.
3. The surety on such bonds shall be a duly authorized surety company satisfactory to the Owner and authorized to do business in the State of Rhode Island.
4. A commitment letter must be furnished with the sealed Bid.
5. The Contractor shall submit the required bonds to the Owner simultaneously with the delivery of the executed contract.

State Sales Tax Exemption: The project is tax exempt. Bidders, subcontractors, and material suppliers shall not include in their Bids any state sales taxes relative to the performance of the Work.

Permits: A building permit and all other applicable permits are required for this project. The General Contractor shall file for a permit with the Town Building Department and Fire Marshal. Plan review fees have been waived for this Project.

Prevailing Wages: Work under this Contract will be subject to Prevailing Wage Rates as identified in specification Section 000330 "Prevailing Wage Rates."

Insurance: The Contractor shall carry and continuously maintain until completion of the Contract, insurance in such form as shall protect him performing work covered by this Contract, or the Owner, Design Agent, its employees, agents, and officials, from all claims and liability for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under this Contract. The Contractor covenants and agrees to hold the above parties and its employees, agents, and officials harmless from loss or damage due to claims for personal injury and/or property damage arising from, or in connection with operations under this Contract.

WBE/MBE Participation: Pursuant to RI General Law 37-14.1-6, minority business enterprises shall be included in all procurements and construction projects under this chapter and shall be awarded a minimum of fifteen percent (15%) of the dollar value of the entire procurement or project. Of that fifteen percent (15%), minority business enterprises owned and controlled by a minority owner, as defined in § 37-14.1-3, shall be awarded a minimum of seven and one-half percent (7.5%), and minority business enterprises owned and controlled by a woman shall be awarded a minimum of seven- and one-half percent (7.5%)

Miscellaneous: The bid process and resulting contract are subject to the Rules and Regulations and General Terms and Conditions of Purchase. Submission of a bid in response to this solicitation is acknowledgement and acceptance of these Rules and Regulations and General Terms and Conditions of Purchase. The Owner reserves the right to award based on cost alone, accept or reject any or all bids, and to act in its best interest. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

1. It is the bidder's responsibility to examine all Drawings, Specifications, and conditions thoroughly and comply fully with Contract Documents and all attached terms and conditions. Bidders must comply with all Federal, State, and Town laws, ordinances, and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.

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2. All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the bidder.
3. Proposals are irrevocable for a period of not less than one hundred twenty (120) calendar days following the opening date, and may not be withdrawn, except with the express written permission of the Purchasing Agent. Should any bidder object to this condition, the bidder must provide objection through a question and/or complaint to the Purchasing Agent prior to the proposal deadline.
4. All pricing submitted will be firm and fixed unless otherwise indicated herein.
5. The bidder has full responsibility to ensure that the proposal arrives at the stated bid location prior to the deadline set out herein. The Owner assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline shall be returned, unopened, to the bidder.
6. It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of the work.
7. Bidders are advised that all materials submitted to the Owner for consideration in response to this Request for Proposals shall be considered to be public records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request once an award has been made.
8. Bidders are responsible for errors and omissions in their proposals. No such error or omission shall diminish the bidder's obligations to the Owner.
9. The Owner reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The Owner also has the right to waive immaterial defects, minor irregularities, and formalities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the Owner upon delivery to the stated bid submission location.

ATTACHMENT "A"

WESTERLY MIDDLE SCHOOL ROOF REPLACEMENT – PHASE 1

General Contractors are invited to submit an offer under seal to the Town of Westerly for construction of the above project. Bids shall be submitted in accordance with the Solicitation.

Scope of Work

Work includes but is not limited to the following for recovering the existing EPDM roofing with new cover board and a SBS modified built-up roof system B: selective demolition, rough carpentry, insulation, built-up roofing, sheet metal flashing and trim, roof accessories, joint sealants, painting, plumbing, HVAC, and electrical, as it applies to:

- removal of existing damaged roof insulation in select areas previously exposed to moisture
- raising select existing roof mounted HVAC equipment
- wood blocking
- additional roof insulation
- tapered insulation where shown
- SBS modified built-up roofing
- new perimeter roof edge systems
- select MEP modifications to existing systems.

Project Schedule

The work must be executed to allow for the following anticipated sequence:

- a. Start of work: after school is vacated on July 1, 2026
- b. Substantial completion: August 28, 2026
- c. Final completion: within 60 days of substantial completion

Bid Documents

Attachment A	Drawings & Specifications
Attachment B	Bid Form
Attachment C	Instruction to Bidders
Appendix A	Bidder Certification

BID DOCUMENTS AVAILABLE AT:

<https://downesconstruction.sharefile.com/d-s3ec8eeb532864af0bf8e12cce87dccc7>

**ATTACHMENT "B"
Bid Form**

"THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID"

ITB NUMBER: 27-02

ITB NAME: Westerly Middle School Roof Replacement – Phase 1

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Bonds, and Addenda).

\$ _____
(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

(Base Bid Price *in words* printed electronically, typed, or handwritten legibly in ink)

A. BONDS

The Base Bid Price **includes** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

B. ADDENDA

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated: _____.

Addendum No. 2, dated: _____.

Addendum No. 3, dated: _____.

Addendum No. 4, dated: _____.

C. CONTRACT TIME

If this Bid(s) is accepted, the Bidder will perform work in accordance with the following timeline:

- Anticipated Site Mobilization July 1, 2026
- Anticipated Substantial Completion August 28, 2026

The Bidder shall include all premium time or additional staffing required to accommodate this schedule.

D. PRODUCT SUBSTITUTIONS

No substitutions or exceptions will be considered that impact product warranties. In addition, all substitutions or exceptions require approval of the Owner and Architect during the Bid Period, and must be approved in written addendum. The Owner/Awarding Authority reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

BID FORM SIGNATURE(S)

This bid proposal is irrevocable for one hundred twenty (120) calendar days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order and authorization from the Owner/Awarding Authority.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: _____

BIDDER _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder

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.)

This Invitation to Bid, together with all documents, specifications, 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 Invitation to Bid 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.

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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 120 days from date of submission.

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

EXCLUSIONS:

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

Start: _____ calendar days after receipt of order.

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 ITB 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.

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

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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.

- 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

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deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

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

II. Insurance Limits and Coverage:

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

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

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

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

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

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

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

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

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

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

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

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

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

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

Town of Westerly/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

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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. <https://sam.gov/wage-determination/RI20260001/2>.

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** Flash Drive. The flash drive must include **all the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy flash drive 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 ITB 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/ITB 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 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

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

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

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

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

___ 13 I/we certify that the above information is correct and complete.

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IF YOU HAVE ANSWERED "YES" TO QUESTIONS #- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number
