TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

REQUEST FOR QUOTATION
RFQ Description - Aluminum Trailer
RFQ Number: 27-28
October 30, 2026

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.

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. November 19, 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, 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 hard copy 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 no later than **12:00 p.m. on November 10, 2026**, 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

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all equipment, Delivered FOB Town of Westerly, at location to be determined by the Town.
2. Quotes must be firm for a minimum of 120 days from date of submission.
3. Bid Completeness - Pricing submitted on this RFQ must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Extra Changes will be necessary.
4. This project is **Tax exempt** for Rhode Island Sales Tax and Federal Excise Taxes.
5. Successful Bidder must include delivery to the Town of Westerly DPW Building.
6. Please note that **Lien Holder will pay the successful Supplier directly** for purchased vehicles.

RFQ BID DOCUMENTS

Attachment A – Specifications/Scope of Work, Pages 3-4
Attachment B – Bid Form, Pages 5-6
Attachment C – Instruction to Bidders, Pages 7-9
Appendix A – Bidder Certification, Pages 10-14

BIDDER CERTIFICATION FORM: Bidders must include, complete, and submit a Bidder Certification Form with each bid proposal.

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
www.WesterlyRI.gov

CC: MS

ATTACHMENT "A"

SPECIFICATIONS

RFQ 27-28 ALUMINUM TRAILER

Description of Scope & Quantity

Furnish and deliver all vehicles/equipment as described in the specifications listed below in this Request for Quotation FOB Westerly, RI 02891. Pricing shall include all costs associated with providing new vehicles/equipment.

SPECIFICATIONS

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

2026 East Genesis or Equivalent Aluminum Trailer

Any Deviations to specification must be listed and called out in bid

BODY: GENESIS NE	
WIDTH (INCHES)	102
LENGTH (FEET)	48
HEIGHT (INCHES)	100
SIDE MAT'L (OUTBOARD)	"GENESIS"
FRONT 0.150	
MIDDLE 0.150	
REAR 0.180 (LAST 15')	
POLISHED SIDES	YES
ROOF	NONE
ROOF MAT'L	NONE
BULKHEAD	3/16" BUFFED (1)
TARP HOOKS	NONE
TARP BASKET	NONE
TARP	NONE
CATWALK	YES-STD EAST
B.H. LADDER	DIS-LADDER
CROSSMEMBER	"I"BEAM- 12" C/L
FLOOR MAKE	KEITH- 3.5" DRIVES
FLOOR MAT'L	3047AL
WEARPADS	CWS TRIPLE RIDGE
TAPE COLOR	BLUE
LIGHT PANEL	LED IN TAILGATE
MARKER LIGHTS	LED (2)
MIDMOUNT SIGNALS	LED - MODEL 60
MUDFLAPS	STD
HOSE HANGER	YES
TIRE CARRIER	NONE

TAILGATE:	
HEIGHT	FULL
TYPE	SINGLE
STYLE	GENESIS
MAT'L THICKNESS	0.150
S/ S HINGE ON	PASS. SIDE 4-3-4
GATESEAL	YES
GATE LADDER	CENTER-CAST
TARP HOOKS	NONE
WINDERS	ONE
GATE GUIDE	YES
GATE CONTROL	MECH - BOLT CLAW
POCKETS	EXTRUDED
CROSSPIPE (S)	TWO-
	MIDDLE - TUBE
	REAR-TUBE
COMPACTOR:	
SIDE LATCH	N/A
CENTER LATCH	
PINDIA.	
HYDRAULICS:	
HOSES	TWO-4000 PSI
LENGTH	144"
FITTINGS	PUSH-PULL
HP	1"MALE
LP	1" FEMALE
HOSE LOCATION	CENTER
AIR & ELECTRICAL	CENTER

CHASSIS:	
MODEL	TANDEM
TYPE	ALUM SUB FRAME
AXLE TO AXLE	49"
REAR AXLE SETTING	26.5"
5TH **WHEEL HT**	49" (4)
PIN SETTING	36" + 3/8" KP PLATE
SUSPENSION	REYCO 21B (5)(6)
SPRINGS	SINGLE LEAF
AXLES	TP- HXL-5
BRAKES	16-1/2" X 7"
DUSTSHIELDS	YES
BRAKE CHAMBERS	TOP
ABS	4S/2M
HUBS	10 S STEEUGREAS
DRUMS	CAST
WHEELS	8.25 X 24.5
	8 STEEL
TIRES	11R 24.5 R273 (?.L,
	ECOPIA 16PLY BS
DOLLIES	2 SPD JOST HX151
LOCATION	D/S CRANK (3)
BUMPER	STEEL
TOWHOOK(S)	TWO
PUSH BLOCKS	YES
PAINT	SILVER

REMARKS:

1. INSIDE BULKHEAD STEPS.
2. 3 PAIR PER SIDE BOTTOM & TOP WITH PROTECTORS.
3. ADD TRUCKLITE REGISTRATION HOLDER TO D/S LANDING GEAR BRACKET.
4. GALVANIZED 5TH WHEEL ASSEMBLY- INCLUDES REPLACEABLE KING PIN.
5. GAWR 25,000
6. REYCO 21B GALVANIZED
7. PREP FOR TIREMAX PRO INFLATION SYSTEM
8. MANDOOR IN CENTER OF BULKHEAD.
9. BOOMERANG ALUMINUM LINER @ REAR EACH SIDE 3/16" X 68" X 68"

Trailer Cover

Alternate 1
102 X 48 manual roll tarp
Alternate 2
Electric roll tarp

Warranty

Trailer 5 year
Floor 2 year

OVERALL HEIGHT (FT) 12.92 **EMPTY WEIGHT (#) 18,279** **CUBIC YARDS 120**

(EMPTY WEIGHT VARIANCE+/- 3%)

Any Deviations to specification must be listed and called out in bid

ATTACHMENT "B"

Bid Form

"THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID"

RFQ NUMBER: 27-28

RFQ NAME: Aluminum Trailer

The Bidder stated below agrees to furnish and delivery, as defined in the above referenced Request for Quotation, for the Total Base Bid Lump Sum amount of

_____

($ _____)

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

QTY.	MODEL or Equivalent	UNIT BID	TOTAL PRICE
1	**2026 Aluminum Trailer or Equivalent**	$	$
	Base Bid Total		$
	Alternate 1 Cover Manual Roll Tarp	$	$
	Total Base Bid & Alternate 1		$
	Alternate 2 Cover Electric Roll Tarp	$	$
	Total Base Bid & Alternate 2		$

Delivery: _____ calendar days after receipt of order.

Make and Model of Vehicle Proposed: _____

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 **BY MARKING ON THE SPECIFICATION THAT IS PROVIDED IN THIS RFQ,** so that your product or service can be properly evaluated.)

_____

_____

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

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, after delivery, for this scope of work.

Please note that Lien Holder will pay the successful Supplier directly for purchased vehicles.

The lump sum bid price above, excludes applicable sales and or use taxes; and includes all shipping/transportation costs.
The submitted pricing for this scope of work shall remain firm for 120 days from date of submission.

Company Representative

Print Name:_____

Authorized Signature:_____

_____ _____
Telephone Street City State Zip

Email: _____

Date: _____

Company Name: _____

ATTACHMENT "C"

INSTRUCTIONS TO BIDDERS

MATERIAL PURCHASES

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.

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.

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 Purchase Order 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. **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.

10. 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.

11. **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

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 7543210_11-08-2013_0ceanStateCompanylnc_9867.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.

12. Binding Contract

A binding contract between the Town of Westerly/Westerly Schools and the successful bidder will be formed by the issuance of a Purchase Order from the Purchasing Department, *and only by the issuance of a Purchase Order, 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 Bid Preparation Checklist, 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 Purchase Order and, in addition, an authorization from the department.

APPENDIX A

(Form(s) listed below must be submitted with your bid)

Bidder Certification

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

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with the Town of Westerly/Westerly Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she {1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the Town of Westerly/Westerly Public Schools Purchasing Agent at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted' on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other Town locations or which are not present in the Town of Westerly/Westerly Public Schools Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The Town of Westerly/Westerly Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the Town/Schools.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly/Westerly Public Schools will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44- 18-30 Para1, as amended.) The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. PRICES QUOTED ARE FOB DESTINATION. No additional shipping, handling, or fuel surcharge costs will be honored by the Town/School. Only inside delivery and set-up, where required, will be accepted. TAILGATE DELIVERIES WILL BE REFUSED. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between
8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without an authorized Purchase Order issued by the Purchasing Agent.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws§§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws§§ 28-20-1 et seq. These laws mandate *for* public works 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 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 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/rulesAndRegu lations.aspx

BIDDER CERTIFICATION

(This document must be completed and submitted with your bid.)

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.

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 a detailed 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, and (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 and daytime telephone number

_____