



SOUTH KINGSTOWN SCHOOL DEPARTMENT

307 CURTIS CORNER ROAD, WAKEFIELD, RI 02879 - 2106

2257 Exercise Equipment

Due By: September 18, 2009 10:00AM

SOUTH KINGSTOWN SCHOOL DEPARTMENT

INVITATION TO BID

South Kingstown School Department is seeking bids for the following;

Bid # 2257 Exercise Equipment.

Sealed marked bids will be received at the Administration Building, 307 Curtis Corner Road, Wakefield, RI 02879 until September 18, 2009 at 10:00 AM, at which time they will be publicly opened.

Specifications may be obtained by visiting the South Kingstown School Department web site <http://fc.skschools.net/Purchasing/> or by contacting the Purchasing Manager, 307 Curtis Corner Road, Wakefield, RI 02879 - 2106, at (401) 360-1306.

The South Kingstown School Department reserves the right to reject any and all proposals, to waive any technical defect or informality in the proposals received, and to accept any of the proposals deemed most favorable to the interest of the school system.

The South Kingstown School Department does not discriminate on the basis of race, color, creed, national origin, age, sex, disability or sexual orientation. By submission of your bid, you agree not to discriminate in named areas.

Individuals requesting interpreter services for the hearing impaired must call 401-360-1306, at least 72 hours in advance of bid date.

INSTRUCTIONS TO BIDDERS

If there is no authorized binding signature the bid will not be considered.

1. Sealed proposals for furnishing, delivery, and installation, where called for, of the services, materials, equipment and/or supplies, as required by the School Department and as set forth in the following specifications prepared under the direction of the South Kingstown School Committee will be opened at the Administration Building on the day and hour stated on the Invitation to Bid. Documents incorrectly addressed or misdirected to other locations other than the South Kingstown School Department Administration Building, and are not present at the time of bid opening for whatever cause will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission. Bids will not be awarded at the bid opening. After the bids have been opened and read, they will be taken under advisement and the award of the contract, if awarded, will be made within thirty (30) days from the date set for the receipt of bids. All bid prices will hold for 90 days after the bid opening. The South Kingstown School Department reserves the right to reject any and all bids, to waive any technical defect or informality in the bids received, and to accept any of the bids deemed most favorable to the interest of the school system. The South Kingstown School Department will not furnish any remuneration for the preparation of the proposals. Receipt of the proposals from the vendors in no way obligates South Kingstown School Department to the offerer. All proposals received will become the property of South Kingstown School Department and will not be returned to the offerer.
2. Each proposal must be made on the forms furnished, and attached hereto and the completed proposal must be left intact in the pamphlet. Bidders will state, both in writing and in figures, the proposed price for each separate item of the work called for in the annexed proposal form by which prices the bids will be compared. If any price is omitted, the blank may be filled with the lowest price named by any bidder for that item, or the proposal may be rejected.
3. The person, firm or corporation submitting a bid shall submit it in a sealed envelope on or before the hour and day stated on the Invitation to Bid, and the envelope shall be endorsed on its face with the name of the person, firm or corporation making such proposal, the date of its presentation and the bid number for which such bid is made.
4. Balanced Bidding. The work has been divided into items in order to enable the bidder to bid for the different portions of the work in accordance with his estimate of their costs. Bidders are especially cautioned not to submit bids which are unbalanced. If, in the opinion of the School Department, an unbalanced bid is submitted it may be sufficient cause for the rejection of the entire bid; or it may result in loss to the contractor if certain portions of the work are increased or decreased as provided in the contract. The bidder shall insert the price per stated unit and extension against each item in the schedule hereto annexed, which he/she proposes to furnish and deliver. Items will not be considered if grouped together. In the event of a discrepancy between the unit price and the extension, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon and the total shall be stated in the space provided at the end of the schedule. Any attempt to retract on pricing will be considered a default. The South Kingstown School Department reserves the right to require any bidder to submit a sample either before or after the awarding of the bid to ascertain whether or not the product will be suitable for the purpose for which it is to be used. All samples shall be delivered to a place designated by a representative of the South Kingstown School Department. The Bidder assumes full responsibility for properly identifying each sample requested, and when necessary to do so, the bidder will be responsible for assembling any sample. The contractor will be required to submit samples if requested at no cost. Samples must be received no later than seven (7) business days after a request for samples has been made.

5. When a bidder proposes to furnish the equivalent or equal of any article described in the specifications, he/she shall attach a letter or memorandum to the back of the bid giving full details and the name of the manufacturer of the article he/she proposes to furnish. Pricing for equivalent items must be submitted on the alternate price sheet. If no such information or memorandum is attached to his bid, it shall be taken for granted that the bidder will furnish the article specified and will not submit an equivalent or equal after his/her bid is opened and recorded. Time of delivery and/or installation will be considered as a factor in the bids.
6. When installation is specified, no charge will be allowed for cases, boxes, cardboard, bottles, etc. or for freight expenses, expressage or cartage. No empty packages cases, boxes, cardboard, bottles, etc. will be returned to the bidder or contractors and none will be paid for by the South Kingstown School Department. Such empty cases, boxes, etc. may be removed by the bidder or contractor at his own expense. The successful bidder shall remove all dirt, rubbish, debris and the like caused by his installation from the premises as the work progresses, without the use of School Department refuse containers.
7. No charge will be allowed for federal, state or municipal sales and excise taxes, for which the School Department is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
8. When a catalog reference, particular brand or article is specified, such reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. Colors should be matched to the closest like color, and be submitted with a color sample. The use of such descriptions is not intended to limit competition.
9. Bid Deposit - Bids will not be considered unless accompanied by a bid deposit of not less than 5% of the total amount of the bid. Such bid deposit shall consist of a Bid Bond drawn upon a state or national bank or trust company, or a certified check to the order of the South Kingstown School Department. The bid bond must stipulate 5% of the total bid price and be documented on the bid bond as a dollar figure and not a percentage. The bid deposit shall be enclosed in a sealed envelope within the envelope containing the proposal. Receipt for the bid deposit will not be given, as bids are publicly opened and read and the amounts of bid deposits publicly announced at such time. The Bid deposit will be returned after the contract has been awarded and executed unless forfeited as hereinafter stipulated. If bidder has defaulted on any bid or performance bond in the last three years, he must state so on an attachment to the bid. No bid will be considered which is not accompanied by such check or bond.
10. Bids \$30,000.00 and over must include a Performance, Labor and Materials Bond, Execution of Contract – The person, firm or corporation to whom the contract shall be awarded must file a performance bond, labor bond and a materials bond with in ten (10) days from the date of notification of such award, and in case of failure or neglect to do so, the school department may determine that the bidder has defaulted on the contract, and thereupon the bid acceptance shall be null and void, and at school departments option, the amount of the bid deposit accompanying the bid shall be forfeited to the school department or shall be returned to the bidder in whole or in part. Each bond furnished must each be in the sum of the full amount of the Bid and/or Contract Price in favor of the school department. The bonds shall be executed by a financially strong surety company licensed to do business in the State of Rhode Island and approved by the school department, as surety, for the faithful performance of the contract and payment for labor and materials. The bonds shall remain in full force and effect until the completion of the contract, including the guarantee or warranty periods stipulated in the Contract Documents and/or Agreement or until final acceptance. The premiums for such Bonds shall be paid by the contractor.

11. Each bidder is required to state in his/her bid the names and places of business of any and all persons interested in the bid, that the bid is made without any connection with any person making another bid for the same contract, and that it is in all respects fair and without collusion or fraud; also, that no member of the South Kingstown School Committee or any other officer of the South Kingstown School Department, or any person in the employ of said District is directly or indirectly interested in the bid, or in the materials or supplies, of the work to which it relates, or in any other portion of the profits thereof.
12. The South Kingstown School Committee reserves the right to accept this bid by items or as a whole, or, in its discretion, reject all bids and re advertise (chapter 16-2-18, Title 16 of the General Laws).
13. Underground Pipes, Objects. The indication on plans or in other contract or bidding documents of pipes, ducts, soils, water and other underground objects and conditions are supposed to be approximately correct, so far as the knowledge of the engineers preparing such plans, etc. extend. However, the Town of South Kingstown, together with its engineers and other agents, does not warrant nor represent the plot to be either approximately correct or complete; and it is expressly understood that no bidder or contractor shall have any claim or right of action against either the South Kingstown School Department or any person or party acting for or with it, in the event that the indication on plans or other contract or bidding documents of underground object, soils, water or other conditions are not found to be even approximately correct or complete. Each bidder must make such investigations as he, they or it deem necessary to form his, their or its own opinion of the materials and obstacles involved.
14. Prior to release of a South Kingstown purchase order, the successful bidder will be required to provide a Certificate(s) of Insurance listing the South Kingstown School Department as an Additional Insured. The minimum categories and amounts of insurance required for this project are as follow. Commercial General Liability. Products/Completed Operations, Bodily Injury & Property Damage Liability including Explosion, Collapse and Underground (XCU) coverage, and Personal & Advertising Injury - \$1,000,000 General Aggregate. Auto Liability - \$1,000,000 Bodily Injury & Property Damage Combined Workers Compensation – Statutory amounts. Employers Liability - \$500,000 Policy Limit; \$100,000 each by Accident or Disease. Failure to provide the required insurance and certificates thereof may, at the option of the School Department, be held to be a willful violation of this contract. This coverage is required without exception.
15. Delivery will be required to be made to the receiving area of the building specified. Bid quantities may reflect the whole district and require multiple delivery addresses at no additional charge. The contractor will be required to furnish proof of delivery in every instance. Bulk materials are to be placed on skids or pallets as directed by receiving personnel. Mixed loads of more than one item, color, size, etc., must be sorted when directed by the receiving personnel. The South Kingstown School Department will provide NO HELP UNLOADING. Some locations do not have a loading dock and a lift gate may be required. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 8:00 A.M. and 2:00 P.M. on weekdays other than Saturdays and holidays, unless otherwise specified. All materials and supplies must be securely packed in uniform containers, adequately marked as to contents, and delivered without damage or breakage in such units as are specified in the schedule.
16. Each bidder is requested to read carefully the Instructions to Bidders and the Specifications, since in fairness to those who submit Bids properly, bidders will be held to strict compliance with such Instruction to Bidders and Specifications. Examination of Ground. Bidders must satisfy themselves, by personal examination of the location of the proposed work, and by such other means as they may prefer as to the actual conditions and requirements of the work, and inform themselves fully of the conditions relating to construction and labor under which the

work will be or is now being performed, and this contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractor and a minimum of inconvenience and injury to other persons and property.

17. No bid will be considered from any person whose performance or any previous contract with the South Kingstown School Department has been unsatisfactory in the opinion of the South Kingstown School Committee/Department.
18. It is not the intent of these specifications to limit the bidding to any one manufacturer but it is the intent to define the essential minimum requirements as to quality of materials, construction, finish and overall workmanship. Minor variations from the specified methods and details of construction will be considered for acceptability providing quality, workmanship, economy of operation, maintenance, service and suitability for the purpose for which the equipment is intended is not impaired.
19. The successful bidder shall furnish all necessary materials and perform all labor to install in place all equipment shown on the drawings and called for in the Specifications and ready for operation. All such material, equipment, and the like shall be installed in place, which shall consist of delivery to the building, unpacking, assembling and setting in place all items, all machinery and the like to be cleaned thoroughly. The proposal should indicate whether the vendor proposes to use subcontractors for any aspect of the work and must identify the proposed subcontractor in sufficient detail. No subcontracting will be permitted without the prior approval of South Kingstown School Department. The vendor shall remain fully liable under its contract with South Kingstown School Department regardless of any subcontracting and regardless of South Kingstown School Department's approval of any subcontractor.
20. NON-INTERFERENCE WITH OCCUPANTS OF THE BUILDING AND PREMISES:
 - a) The successful bidder must take into consideration that school sessions may be in operation and must be continued as usual during the progress of the work,
 - b) The safety of the pupils and teachers requires that nothing shall be done, in any way, to block the passageways in or about the exits themselves. Neither shall there be any unauthorized interference with the free and unobstructed use of the hallways, stairways, toilets and rooms. When necessary for mechanics to work in any portion of the premises normally occupied by the school, application must be made, before entering there, to the Owner, who will perfect a working agreement with the principal of the school so that work may be carried forward in a manner to interfere as little as possible with the school session.
21. PERMISSION FOR WORKING OVERTIME: No work shall be done on the job before 7:00 a.m. nor after 5:00 p.m.; nor shall any work be done on Saturdays, Sundays, or legal holidays unless the successful bidder shall have given the School Department at least 48 hours advanced notice in writing and is approved by the School Department. Schools that have custodial services on second shift may be accessed with prior approval.
22. When stated in the specifications, the successful bidder shall prepare all shop drawings of all items called For, and submit prints, cuts, brochures and the like in quadruplicate or more, as requested to the School Department for approval before fabrication and/or installation. The successful bidder shall furnish the School Department with all applicable operating and maintenance brochures for all equipment and accessories purchased by the South Kingstown School Department.
23. The South Kingstown School Department has set down in the attached proposal form the estimated quantities for each item by which the bids will be compared. This estimate of quantities is to be considered solely as a basis for comparing the proposals received, and is approximate only, and is not guaranteed in a respect. Payment will be made on the basis of actual quantities, as determined by the School Department and at the unit prices bid, therefore,

the bidder is invited to carry out his own unit prices by the estimated quantities and to indicate his computation of the resulting proposal; but this computation by the Bidder will be subject to review and correction by the School Department or its agents. The purchase of additional units within 90 days after the bid has been awarded shall be at the same price per unit quoted in this bid.

26. Information to be submitted. Bidders whose proposals are being considered must submit the following information in duplicate within five (5) days after a request for the same by the School Department.
- Evidence that previous work done by the bidder, similar to that called for in this contract, was carried forward and completed in a manner entirely satisfactory to those under whose supervision the work was performed. This is to include a list of such work with the names of owners for whom the same was performed and of the engineers or architects who supervised the same, with dates.
- A brief description of the plant and general methods proposed for carrying on the work, indicating therein whether the plant and equipment is owned by or to be hired by the bidder.
- A sworn statement in form satisfactory to the School Department as to financial condition as of January 1st of the current year, together with a sworn copy of the latest balance sheet and a bank reference.
- A statement from a bonding company made after bids have been opened and reviewed that it is willing to execute a bond for the bidder in the amount and form required herein.
27. Rejection of Bids. A bid may be rejected for any of the following reasons: If the proposal is incomplete, conditional or obscure, or if it contains additions not called for erasures, alterations, obvious errors or irregularities of any kind, or if it does not conform in every respect to the requirements stated in this information, or if is on sheets removed from this pamphlet. Minor informalities, however, and may be waived by the School Department. If the School Department should be of the opinion that it was prepared without adequate care or knowledge of the conditions relative to the work or under a misunderstanding of the requirements of the School Department, or if it is for work other than that on Contract Drawings or as specified. If the Contractor fails to furnish information promptly as required herein. If the bidder cannot show that he has the necessary capital and experience, and owns, controls, or can procure the necessary plant to commence the work at the time prescribed and thereafter to prosecute and complete the work at the rate or time specified; and that he is not already obligated for the performance of other work which would delay the commencement, prosecution or completion of this work.
28. Changes and Extra Work. The School Department may, in writing, and without notice to surety, alter and change the line, grade, plan, form position, dimensions or materials of the work herein contemplated, or any part thereof in a manner not inconsistent with the general layout of said improvements, either before or after its commencement, or may order in writing any extra work which he may deem necessary in connection therewith. If such alterations diminish the quantity of work to be done, they shall not be made the basis of a claim for damages, or for anticipated profits on the work that may be dispensed with; if they increase the amount of work such increase shall be paid for according to the quantity done and at the price established for such work under this contract; or in case there is no price established, it shall be paid for at a reasonable amount as determined by the Town of South Kingstown and the Contractor.
29. Contractor Control of Work Assignments or Subletting. The Contractor shall not assign this contract or any interest therein, nor sublet any part of the work contemplated hereunder, nor part with the control or charge thereof without the written consent of the School Department. Any such attempted assignment or subletting shall, at the option of said Department, forthwith work an avoidance of this contract, or may be treated by said Department as null and void.
- The Contractor may, with the consent of and subject to the approval of the School

Department. In each case, employ sub-contractors to supply material and perform parts of the work required herein. But the School Department shall be notified in advance and his approval secured before each sub-contractor is employed on the work. The employment of sub-contractors will not relieve the general contractor of full responsibility for all parts of the work.

Contractor to Have Superintendent. The Contractor shall keep a competent superintendent on the ground whenever any work is being done, who shall receive orders in the Contractors absence and shall obey them as if received by him personally. The contractor shall be responsible for the entire work until its final acceptance at the end of the maintenance period and any unfaithful or imperfect work or defective material that may be discovered at any time before said final acceptance shall be immediately corrected or removed by said contractor on requirement of the School Department

Defects. In case the nature of the defects is such that it is not expedient to have them corrected, the School Department shall have the right to deduct from the amount due the contractor on the final settlement of the account, such sums of money as he considers a proper equivalent for the difference between the value of the materials or work specified and that furnished, or a proper equivalent for the damage.

30. Partial Payment Not Accepted. It is also agreed that this is an entire contract for one whole and complete work, and that no partial payments on the account by the School Department nor the presence of the School Department or inspectors, or their supervision or inspections of work or material, shall constitute an acceptance of any part of the work before its entire completion and final acceptance. Neither the acceptance by the School Department or any of their agents, employees or subordinates, of the whole or any part of the work, nor the connecting to or use of any of the work, embraced in this Contract, nor any payment for the work, nor any extension of time, nor any possession taken by the School Department, shall operate as a waiver of any portion of this Contract (except the maintenance period which shall start when continual use begins, as provided below) or of any power or right herein reserved to the School Department, or of any right of the School Department to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided; and the School Department shall also be entitled as a right to a writ of injunction against any breach of any of the provisions of this Contract.

Normal Work Week. The normal work week for the School Department is five (5) days, Monday through Friday. If the Contractor chooses to operate his work on a legal Holiday or on Saturday, he shall pay to the School Department of \$400.00 for each day or part of a day of operation other than the normal work week of the School Department to cover the cost of inspection services for the additional day. Unless otherwise especially permitted by the School Department., no work shall be done between the hours of 6:00PM and 7:00AM, nor on Sunday, except as necessary for the proper care and protection of the work and traffic. Work within State Highways will be performed between the hours permitted by the State.

31. Guarantees. Except as otherwise specified, all work, materials and equipment shall be guaranteed by the Contractor against all defects resulting from the use of inferior materials, equipment, or workmanship for not less than one year from the date of final completion of the contract, or from full acceptance by the School Department, whichever is earlier, unless otherwise specified herein. If, within any guarantee period, repairs or changes are required in connection with guaranteed work, which, in the opinion of the School Department, is rendered necessary as the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the School Department, and without expense to the School Department.

a) Place in satisfactory condition in every particular of all such guaranteed work, correct all defects therein, and

b) Make good all damage to the building or item, or equipment or contents thereof, which in the opinion of the School Department is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with there terms of the contract; and

c) Make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.

d) In any case where in fulfilling the requirements of the contract or of any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the School Department and guarantee such restored work to the same extent as it was guaranteed under such other contract.

e) If the Contractor, after notice, fails to proceed promptly to comply with their terms of the guarantee, the School Department may have the defects corrected and the Contractor and his surety are liable for all expenses incurred.

Contractor's Duties and Liabilities Laws and regulations. The Contractor, in the prosecution of the work, shall comply with all local, state and national laws and regulations, and with all ordinances, and he shall secure all necessary permits and licenses. This project is subject to all of the safety and health regulations (see 29 CFR 1518 as amended) promulgated by the U.S. Department of Labor on April 17, 1971, and as required by the Occupational Safety and Health Act (OSHA).

32. Rhode Island law states that: All contractors who bid on municipal and state construction projects with a total cost of \$100,000 or more shall have an OSHA 10 hour construction safety program for their on site employees. Documentation to support such a program will be provided with bid packet.

33. The Contractor shall indemnify and save harmless the School Department and/or the District or City in which the work lies, and/or the State Highway Commission and/or the State of Rhode Island and/or their respective officers, agents and servants against and from all damages, costs, expenses which they or any of them may suffer by, from or out of any and all claims for payment for materials and labor used and employed in the execution of this in consequence of or resulting from any work performed by said contractor or of, or from any negligence in guarding said work or of, or from any act or omission of said Contractor, and said Contractor shall also indemnify and save harmless said School Department and/or Town from all claims under the Workmen's Compensation Act arising under or out of this contract. Contractor Shall Protect the Public. The Contractor shall execute the work in such manner as to interfere as little as possible with public travel; shall in accordance with the most recent edition of the Manual on Uniform Traffic Control Devices (MUTCD), provide railings or suitable barricades to exclude persons and animals from trenches and obstructions, and to prevent accident or injury to workmen, other persons, vehicles or animals; shall cause a sufficient number drum barricade channelizing devices and amber flashing electric lights to be activated at or near the works, from twilight in the evening until sunrise, shall furnish, set and maintain such "street closed", "warning", "detour", or other signs as may be necessary for the convenience of traffic or as may be directed by the School Department and shall employ flag persons or additional safeguards when and as necessary, or when required by the School Department. Flag persons shall be employed when the Contractor's operations reduce traffic to less than two-way.

34. The Contractor shall defend any suits or proceeding brought against the Town for alleged infringements of patents by or by reason of any method of construction or appliances, or material furnished under this contract, and shall pay any damages or costs that may be awarded against the School Department as a result of such suits, free of all expense to the Town.

35. Avoidance of Contract. If the work to be done under this agreement shall be abandoned, or at any time suspended for three days without reasonable cause, or if this contract shall be

assigned without the written consent of the School Department, or if at any time the School Department . Shall be of the opinion that the said work is unnecessarily or unreasonably delayed or that the Contractor is willfully violating any of the conditions or agreements of this contract, or that the progress of the work is, in his opinion, being so delayed that said work cannot be completed within the required time, the School Department may give written notice, postage prepaid, to the Contractor, at his business address, to that effect. If the Contractor shall not, within ten days after the mailing of such notice, take such measures as will, in the judgment of the School Department, insure the satisfactory completion of the work, the School Department shall then notify the Contractor in writing, to discontinue all work under this contract; and it is hereby agreed that the Contractor shall thereupon at once stop work, and cease to have any right or claim to possession of the ground or such part thereof as the School Department may designate; and the said School Department may, by means of such other agents or contractors as shall to him seem advisable, complete the work therein described, or such part thereof as it may deem necessary, and may take possession of, and use all implements, tools, materials or facilities used for, or in connection with the operations or the fulfillment of this contract except as otherwise provided in this contract. The Contractor shall not remove any portion of the plant or any materials after receiving such notice as aforesaid. And the town is hereby authorized and empowered to apply sums of money due, or to become due, to said contractor, under this contract, by way of reduction in damages, and as part payment of such additional expense incurred by the Town as aforesaid.

36. The School Department May Protect Work. It is, however, mutually agreed that the School Department, at their discretion and at the Contractor's expense, may immediately, upon the cessation of work or thereafter, take measures to protect the work under construction, the adjacent ground, pipes, and other structures where, in its opinion, safety requires such work to be done at once.
37. Compensation Prices Bid Include Full Compensation. The prices stated in said proposal include full compensation not only for furnishing all the material and building the required structures and facilities, but also for assuming all risk as to the nature of the soil and the action of the elements; for all excavation and back filling of the same; for the removal of, and delay and damage occasioned by any trees, stumps, tracks, timber, masonry, above and below ground utilities and services or other obstacles; for removing, protecting, repairing or restoring, all pipes, mains, drains, sewers, conduits, above and below ground utilities and services, curbs, walks fences, tracks, or any other obstacles, whether shown on the plans and details or not; for pumping, damming, draining, or otherwise handling or removing, without damage to the work or to other parties, all water or sewage from whatever source which might affect the work or its progress; for all fencing, lighting, watching, special police, signs and bridging, necessary to maintain, direct and protect travel on streets, walks and private way, for making all provisions necessary to maintain and protect buildings, fences and other structures, and all public and private property affected by work, and for the repair of such structures, and such property if injured by neglect of such provisions; for removing all surplus or condemned materials as may be directed; for replacing, repairing and maintaining the surface of the street or private land, if affected by work performed under this contract; for furnishing the requisite filling in case of deficiency or lack of suitable material, for obtaining all permits and licenses, and for any expense on account of the use of any patented device or process; for all expense incurred by or on account of the suspension or discontinuance of said work; for the cost of adequate insurance, for keeping records and making reports as required by this contract, and for all general and incidental expense, and for furnishing all tools, materials and supervision, implements and labor, required to build and put in complete working order the said project and all structured appertaining thereto, in accordance with this contract and specifications. Lease payments will include any and all fees and or interest, no other costs will be allowed that exceed the bid dollar amount.
38. Estimates and Payments, The School Department together with the contractor shall, once in each calendar month, make an estimate in writing of the total amount of work done and of the

materials delivered and accepted to the time of such estimate, and the value thereof. The School Department shall retain ten (10) percent of such estimated value as part security for the fulfillment of this contract by the contractor, and shall monthly pay to the Contractor while carrying on the work, the balance not retained as aforesaid after deducting all previous payments and all sums to be kept or retained under the provisions of this contract. But it is understood that such estimates are subject to adjustment on the final estimate, and that they shall be made only when work progresses in accordance with the provisions of this contract. The School Department shall, as soon as practical after the completion of all work under this contract, make a final estimate of the amount of work done there under and the value of such work. The School Department shall retain ten percent of such estimated value as part security for the fulfillment of this contract by the Contractor and shall, within thirty (30) days after such final estimate is so made and is approved by the School Department, pay to the Contractor the balance not retained as aforesaid, after deducting all previous payments and all sums to be kept or retained under the provisions of this contract. As the distribution practices of the School Department permit, the ten percent (10%) retained shall be paid to the Contractor within ninety (90) days from the date that all work done hereunder is completed and accepted by the School Department unless a dispute exists with respect to the work; if not, then as soon thereafter as the dispute is resolved. The work done hereunder shall not be considered as completed and finally accepted unless and until evidenced by a letter of final acceptance by the School Department and/or Consultant Engineer. The School Department may, at its discretion and at any time, withhold so much of any payments due, or to become due under this contract, to the Contractor, as it may deem necessary to settle all claims against the Contractor which may arise under this contract, including all claims for labor or materials furnished to the Contractor, notice of which shall have been filed in the office of the School Department, and may retain the same until the Department shall be satisfied that the said School Department, its agents and servants will be fully protected from any loss and indemnified for all damage for which the Contractor may become liable, and that all parties who may have claims against the Contractor for work done or materials furnished on account of this contract have been fully paid. Release of Liens and Consent of Surety Release of liens and Consent of Surety as noted below are required as a condition of receipt of final payment. Neither final nor payment nor any remaining retained percentage shall become due until the Contractor submits to the School Department;

(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the School Department's property might be responsible or encumbered (less amounts withheld by School Department) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the School Department, (3) a written statement that the contractor knows if no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents (4) consent of surety, if any, to final payment, (5) if required by the School Department other data establishing security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the School Department, If a Subcontractor refuses to furnish a release or waiver required by the School Department, the Contractor may furnish a bond satisfactory to the School Department to indemnify the School Department against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the School Department all money that the School Department may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Oral Statements Not Binding. The proposals submitted for this project must be based upon the test of this Information for Bidders, the accompanying Proposal Form, the proposed form of Contract, Specifications, and Performance Bond and the plans and details named herein, and nor oral or informal statement or representation by any representative or employee of the School Department shall be considered an amendment to, or waiver of, any statement in, or requirement of, such bidding or proposed contract documents, and no claim or right of action shall accrue in favor of any bidder or any one claiming under any bidder as a

result of or founded on such oral or informal statements or representations.

39. The bidder must submit his proposal on Bid Forms accompanying this specification and must itemize his bid according to the list of Items and totals as applicable on separate sheets attached to the Bid Before submitting a proposal; bidders shall carefully examine the drawings and specifications and further inform themselves as to all existing conditions concerning the solicitation. Should a bidder find any discrepancies in or omissions from the specifications or drawings or have any doubt as to their meaning, he should notify the Owner who will make clarifications. Bidder shall be responsible for all work on plans as well as in "Equipment Schedule."
40. Bidder shall state in his proposal the number of days required to complete installation of this equipment from the date of Authorization to proceed with the work.
41. In the event the South Kingstown School Department terminates this contract in whole or in part as provided in paragraph (a) of This clause, the South Kingstown School Department may procure, upon such terms and in such manner as the Superintendent may deem appropriate, supplies or services similar to those so terminated and the contractor shall be liable to the South Kingstown School Department for any excess costs for such similar supplies or services: PROVIDED, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Except with respect to defaults of subcontractors, the contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include but are not restricted to acts of God or of the public enemy, acts of the South Kingstown School Department in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a sub-contractor, and if such default arises out of causes beyond the control of both the contractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.
42. Employment, Hours and Wages: The contractor shall pay the prevailing wage rates. He shall comply with all of the labor laws of The State of Rhode Island, and under no condition shall the contractor, sub-contractor or his employees, obstruct any person employed by the School Department. All costs, fees, and permits are to be paid by the contractor. The contractor shall make every effort to utilize local labor if, at all possible. The furnishing contractor shall maintain such insurance as will protect him/her from claims made under Workman's Compensation Acts and Public Liability Laws while his employees are on the school property. Certificates of such insurance shall be submitted to the School Department, if requested. Equal Employment Opportunity. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Department of Labor relative to equal employment opportunity. Prevailing Wage Rates. The contractor, and all subcontractors, shall comply with all applicable federal, state, and local laws, rules and regulations, and ordinances, including those relative to the prevailing wage laws. Copies of the prevailing rate of pay as established by the Department of Labor and Training may be obtained from the Public Services Department. The prevailing wage scale is readily available and may be obtained at the Purchasing Manager's office, 307 Curtis Corner Road, Wakefield, RI 02879.

Equipment

Please price the following equipment:

7 LifeSpan PRO5 Treadmills (as specified) Please price per unit and include installation and delivery.

14 Blade Z-R4 Recumbent Cycle Bikes (as specified) Please price per unit and include installation and delivery.

7 Blade Z-X8 Elliptical Machine (as specified) Please price per unit and include installation and delivery.

5 65 CM Strength Exerball (as specified) Please price per unit and include installation and delivery.

4 1 Kg. Medicine Ball (as specified) Please price per unit and include installation and delivery.

4 2 Kg. Medicine Ball (as specified) Please price per unit and include installation and delivery.

4 3 Kg. Medicine Ball (as specified) Please price per unit and include installation and delivery.

10 Stretch-n- exerbands basic (as specified) Please price per unit and include installation and delivery.

10 Stretch-n-exerbands advanced (as specified) Please price per unit and include installation and delivery.

Bid# 2257 Exercise Equipment

South Kingstown School Department

TOTAL BID PRICE \$ _____

AMOUNT OF ATTACHED BID BOND \$ _____

I have read the Bid Packet for Bid#2257, including but not limited to, the Instructions to Bidders and Specifications thoroughly. If there is no authorized binding signature below, the bid will not be considered.

Authorized Binding Signature

Printed Name

Date

Company

Street

City State Zip

Telephone Fax