

REQUEST FOR QUOTATION
FOSS SCIENCE KITS
RFQ Number: 2017 – 047

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 02:00 p.m., EST, Tuesday, July 11, 2017.** 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 **two copies and a Public copy** 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 mbednarski@westerlyri.gov no later than **07/05/2017, 12:00PM**, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Town of Westerly website at www.westerlyri.gov as an addendum to this solicitation

SPECIAL INSTRUCTIONS TO BIDDERS

1. Bidder shall base the Proposal on providing all materials and equipment, FOB delivery point. Tail gate delivery is not acceptable. Material must be offloading as directed by Town/School representative.
2. Quotes must be firm for a minimum of 90 days from date of submission.
3. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Change Orders will be necessary.
- 8 This RFQ is **Tax exempt** for Rhode Island Sales Tax and Federal Excise Taxes.

RFQ BID DOCUMENTS

- Attachment A** – Scope of Work/ Specification Pages 1 through 8
- Attachment B** – Bid Form Page 1 through 2
- Attachment C** – Instruction to Bidders Pages 1 through 3

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,

Mark Bednarski,

Purchasing Agent

Town of Westerly/ Westerly Public Schools

45 Broad Street

Westerly, RI 02891

Tel: (401) 348-2625

Email: mbednarski@westerlyri.gov

www.WesterlyRI.gov



CC: **D. Derix**
File

ATTACHMENT "A"

SCOPE OF WORK/ SPECIFICATION

FOSS SCIENCE KITS

RFQ 2017 – 047

SCOPE OF WORK

Sealed proposals are hereby solicited by the Westerly Public Schools (WPS) to procure Foss Science Kits under a purchase with LEASE OPTIONS with refurbishment agreement as the (BASE BID) and a (ALTERNATE BID) for PURCHASE and refurbishment per the bid requirements for the Westerly Public Schools.

Proposal should include the following:

- Vendor managed live specimens required by kits
- Must include cost of live specimens required by kits.
- Each kit should be accompanied by 32 associated student resource books.
- Include buyback option of kits currently owned by district.
- Automatic Upgrade to NG on FOSS Web once available at NO CHARGE.
- Warranty: all kits shall be delivered in working order, i.e. if live specimens are required they arrive healthy; if equipment/parts are required they arrive in perfect condition; if not; WPS will be issued replacements of the specimens and/or parts.
- REFERENCES: Bidders must provide name, address and contact

information for not less than three (3) clients of similar type science kits within the last two (2) years.

NOTES

- Straight purchase price of kits on attached specification (alternate) including separate breakout for yearly refurbishments costs. Said refurbishment should align with Next Generation Science Standards.
- 3 year lease price of kits on attached specification including cost for yearly refurbishment. Said refurbishment should align with Next Generation Science Standards.
- Shipping and handling for all kits. Prices MUST be a delivered and unloaded price.

SPECIFICATIONS



Materials needed to enact GEMS-Net program in grades K-5

ITEM/ SERVICE	DESCRIPTION	QUANTITY
Teacher –ready FOSS module	Teacher ready FOSS modules should include all materials listed in kit specific descriptions below. All materials should come labeled and in working order. The materials should be developer (Lawrence Hall of Science/ FOSS) specified with no substitutions.	One module per teacher for each course taught in the GEMS-Net curriculum
FOSS Student Resource Books	The FOSS student resource books should come and go with the FOSS module in alignment with the GEMS-Net curriculum schedule. The resource books should be in good condition.	32 per course per teacher
FOSS Premium Content	The FOSS Premium content allows teachers to develop a webpage so that students can access the resource books, simulations, and online content at home.	One code per teacher per course
Living Organisms	Living organisms’ delivery dates should be pre-arranged by the supplier in accordance with the GEMS-Net curriculum schedule.	As needed described in specific course modules
Upgrades from FOSS 3 rd edition to NexGen	The new NexGen Edition FOSS modules will replace the current FOSS 3 rd edition at no additional costs as they become available.	As needed

Delivery of Materials	The delivery and pick up of materials must align with the GEMS-Net curriculum schedule.	Many times a year depending on the enacted curriculum needs
Missing/ Damaged Materials	All materials will arrive at schools in proper working order. Items missing upon receipt by the teacher will be sent to the school within 3 business days, including living organisms. When courses are returned to the supplier, no additional charge ought to be incurred for missing or damaged items typical of normal classroom use.	As needed

GRAVITY AND KINETIC ENERGY — *Materials*

KIT INVENTORY List

Drawer 1—permanent equipment

Equipment condition

1	<i>Teacher Toolkit: Gravity and Kinetic Energy</i> (1 <i>Investigations Guide</i> , 1 <i>Teacher Resources</i> , and 1 <i>FOSS Science Resources: Gravity and Kinetic Energy</i>)	
32	<i>FOSS Science Resources: Gravity and Kinetic Energy</i> , student books *	
1	Ball, table-tennis	
1	Ball, wooden	
1	Beans, pinto, bag ☼	
40	Cubes, plastic	
25	Cups, plastic	
1	Duct tape, roll, white ☼	
24	Eggs, plastic	
16	Felt mats	
50	Marbles, large	
50	Marbles, small	
1	Marking pen, permanent, black	
1	Masking tape, roll ☼	
1	Mason line, 47 m	
3	Mason-line keepers, wooden	
1	Measuring tape, 10 m	
8	Meter tapes	
12	Pencils, wooden with eraser	
1	Poster, <i>FOSS Outdoor Safety</i>	
1	Poster, <i>FOSS Science Safety</i>	
100	Pushpins, plastic head	
36	Rulers, plastic	
16	Spring scales, 500 g/5 N	
1	Stopwatch	
50	Zip bags, 4" × 6"	

* The student books are shipped separately in 2 boxes of 16 hardbound books each.

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☼ These items might occasionally need replacement.

HEREDITY AND ADAPTATION — *Materials*

KIT INVENTORY List

Drawer 1—permanent equipment

Equipment condition

* The student books are shipped separately in 2 boxes of 16 hardbound books each.

	Equipment condition
1 <i>Teacher Toolkit: Heredity and Adaptation</i> (1 <i>Investigations Guide</i> , 1 <i>Teacher Resources</i> , and 1 <i>FOSS Science Resources: Heredity and Adaptation</i>)	
32 <i>FOSS Science Resources: Heredity and Adaptation</i> , student books *	
1 Adding-machine tape	
17 Card sets, Classification, 7 cards/set	
17 Cards, Dolphin	
10 Containers, 1/2 L	
32 Forceps, plastic	
2 Fossil replica sets, 8/set (listed with number used in the investigation)	
1. Snail (<i>Cassiope coalvillensis</i>)	
2. Shark tooth (<i>Carcharodon megalodon</i>)	
3. Leaf imprint (fern)	
4. Fish (freshwater imprint) (<i>Knighthia eocaena</i>)	
5. Echinoid (<i>Phygiocidaris sp.</i>)	
6. Oyster (mollusk) (<i>Texigryphaea mucronata</i>)	
7. Trilobite (<i>Phacops africanus</i>)	
8. Ammonite (<i>Asteroceras obtusum</i>)	
32 Hand lenses	
1 Poster, <i>FOSS Science Safety</i>	
1 String, ball, 30 m/ball	
750 Toothpicks, flat ☼	

Drawer 1—consumable equipment

200 Index cards, 7.5 × 12.5 cm (3" × 5")	
80 Owl pellets	
80 Paper plates	
500 Self-stick notes, 7.5 × 7.5 cm (3" × 3") (2 colors)	

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CHEMICAL INTERACTIONS — *Materials*

KIT INVENTORY List

Drawer 1—permanent equipment, unique items

Equipment
condition

1	<i>Teacher Toolkit: Chemical Interactions</i> * (1 <i>Investigations Guide</i> , 1 <i>Teacher Resources</i> , and 1 <i>FOSS Science Resources: Chemical Interactions</i>)	
32	<i>FOSS Science Resources: Chemical Interactions</i> , student books *	
1	Air pump with inflation pin (with 3 replacement pins)	
1	Atom representation magnetic set, 4 sheets/set	
1	Ball, rubber, inflatable, 18 cm (7") diameter	
36	Binder clips, small	
18	Bottles, glass, 8 dram	
20	Dropper bottles, 15 mL (1/2 oz.)	
50	Pipettes, plastic, bulb	
1	Poster, <i>Periodic Table of the Elements</i>	
8	Trays, plastic, tote	
36	Trays with small wells, plastic, clear	
40	Tubes, plastic, flexible, 10 cm (4")	
10	Tubes, plastic, flexible, 45 cm (18")	
8	FOSS vial holders	

* The teacher toolkit and student books are shipped separately.

Drawer 2—permanent equipment, unique items

18	Atom-tile sets, 15 tiles/set	
10	Bottles, plastic, 120 mL (4 oz.), with screw caps	
40	Cups, plastic, 60 mL (2 oz.)	
8	Funnel stands	
18	Pipes, rigid plastic, clear, 7.5 cm	
18	Pipes, rigid plastic, clear, 10 cm	
1	Sphere-and-ring set, brass	
36	Stoppers, rubber, #1, with 1 hole	
10	Stoppers, rubber, #3, with 2 holes	
10	Stoppers, rubber, #4, with 1 hole	
36	Syringes, 35 mL	



Drawer 3—permanent equipment, unique items

Equipment condition

34	Jars, clear, unbreakable, 250 mL (8 oz.)	
1	Labels, printed adhesive, for water dropper bottles and substance jars	
10	Spoons, midspoons, white, small	
85	Spoons, minispoons, green (smallest)	
28	Spoons, white plastic, with long handle, 2 mL	
20	Vials, with screw caps, 30 mL	
10	Vial sets, with screw caps, labeled, 30 mL, 10 vials/set	

NOTE

This course includes access to FOSSweb, which includes the interactive simulations and digital student and teacher resources used throughout the course.

Drawer 4—permanent equipment, common items

100	Craft sticks ✱	
18	Containers, 1/2 L	
8	Containers, 1 L	
5	Container lids for 1/2 L containers	
10	Cup lids for 500 mL (16 oz.) cup	
50	Cups, insulated foam, 177 mL (6 oz.)	
50	Cups, plastic, 250 mL (9 oz.)	
25	Cups, plastic, 300 mL (10 oz.)	
50	Cups, plastic, 500 mL (16 oz.)	
16	Graduated cylinders, 50 mL, accurate	
16	Hand lenses	
1	Poster, <i>Outdoor Safety</i>	
1	Poster, <i>Science Safety</i>	
1	Spoon set, yellow, 5 spoons/set (1, 2, 5, 15, 25 mL)	
1	Thermometer rack	
18	Thermometers, glass, Celsius, with antiroll ring	
16	Thermometers, metal-backed, Celsius	
20	Zip bags, medium	

✱ These items might occasionally need replacement.

CHEMICAL INTERACTIONS — *Materials*

Box 5—consumable equipment

Equipment
condition

NOTE

Consumable equipment for this course will be shipped in a standard cardboard box.

	Equipment condition
1 Aluminum foil, roll, 22.5 m (75') roll	
100 Balloons, round, blue	
1 Bubble wrap sheet, 8 mm (5/16") bubbles	
8 Candles, tea	
1 Coding dots set, adhesive, paper, 39 sheets/set, 96 dots/sheet Blue, 5 sheets; Green, 3 sheets; Red, 17 sheets; Orange, 7 sheets; Yellow, 7 sheets	
250 Cups, paper, 90 mL (3 oz.)	
100 Filter papers, fine, lab-quality (qualitative #1)	
1 Food coloring, blue, 30 mL (1 oz.)	
100 Index cards, 7.5 × 12.5 cm (3" × 5"), unlined	
1 Paraffin wax, 454 g (1 lb.)/box	
500 Self-stick notes	
100 Straws, slim, short	
1 Transparent tape, roll	
750 Toothpicks, flat	
2 White substance, ascorbic acid (vitamin C), containers, 50 g/container	
1 White substance, calcium carbonate (natural chalk), container, 200 g/container	
1 White substance, calcium chloride (road salt), container, 500 g/container	
1 White substance, calcium hydroxide (lime), container, 100 g/container	
1 White substance, citric acid, container, 825 g/container	
1 White substance, magnesium sulfate (Epsom salts), container, 200 g/container	
3 White substance, sodium bicarbonate (baking soda), containers, 454 g/container	
1 White substance, sodium carbonate (washing soda), container, 250 g/container	
2 White substance, sodium chloride (kosher salt), containers, 1.36 kg/container	
1 Hydrochloric acid, 8.7%, 3M, 1 L/bottle (in separate shipper)	

ELECTROMAGNETIC FORCE — *Materials*

KIT INVENTORY *List*

Drawer 1—permanent equipment

	Equipment condition
1 <i>Teacher Toolkit: Electromagnetic Force</i> (1 <i>Investigations Guide</i> , 1 <i>Teacher Resources</i> , and 1 <i>FOSS Science Resources: Electromagnetic Force</i>)	
32 <i>FOSS Science Resources: Electromagnetic Force</i> , student books *	
8 Car, toy	
16 Cell holders	
8 Compasses, magnetic	
20 Cups, plastic, 250 mL	
16 D-cells, alkaline ☼	
36 Magnets, doughnut-shaped	
1 Masking tape, 2.5 cm (1"), roll ☼	
8 Mats, plastic	
400 Paper clips, regular ☼	
1 Poster, <i>FOSS Outdoor Safety</i>	
1 Poster, <i>FOSS Science Safety</i>	
100 Rubber bands, #33	
16 Spring scales, 500 g/5 N	
1 Wire, 20-gauge, insulated, roll, 16 m/roll (53') ☼	

* The student books are shipped separately in two boxes of 16 hardbound books each.

Drawer 2—permanent equipment

8 Box, cardboard ☼	
16 Bulb holders	
1 Generator, hand-crank, with two bulbs	
1 Iron filings, 150 g	
20 Lightbulbs, #222	
24 Loads, 240 g	
20 Magnets, bar	
8 Magnets-on-a-post	
18 Motors, electric, with leads	
8 Paper plates, small	
8 Rivets, with rubber washers	
9 Solar cells, with leads	
50 Spacers, plastic	
1 String, ball ☼	
16 Switches	
1 Wire, 24-gauge, insulated, roll, 16 m/roll (53') ☼	
1 Wire stripper	
25 Zip bags, 1 L	

☼ These items might occasionally need replacement.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

ATTACHMENT "B"

Bid Form

"THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID"

RFQ NUMBER: **2017 – 047**

RFQ NAME: **FOSS SCIENCE KITS**

The Bidder stated below agrees to provide all materials, equipment, goods and all activities required to provide a complete scope of work as defined in the above referenced Request for Quotation.

BASE BID - LEASE OPTION (with refurbishment)

BID BREAKDOWN	# of Teachers	Lease Unit price	2017-2018 Total Lease price	2018-2019 Total Lease Price	2019-2020 Total Lease Price
8th Gd. HEREDITY and ADAPTATION	3				
8th Gd. GRAVITY and KINETIC ENERGY	3				
7 th Gd. CHEMICAL INTERACTIONS	3				
6 th Gd. ELECTROMAGNETIC FORCE	3				
TOTAL BASE BID					

ALTERNATE - PURCHASE AND SERVICE/ refurbishment

BID BREAKDOWN	# of Teachers	Teacher-Ready kit price	Sub Total Purchase	Service Charge	2017-2018 Total	2018-2019 Total	2019-2020 Total
8th Gd. HEREDITY and ADAPTATION	3						
8th Gd. GRAVITY and KINETIC ENERGY	3						
7 th Gd. CHEMICAL INTERACTIONS	3						
6 th Gd. ELECTROMAGNETIC FORCE	3						
TOTAL Alternate BID							

All pricing above includes:

Living Materials

32 Student Resource Books with Digital Access

Delivery and unloading of Materials

Replacement of Consumables

Missing/Damaged items of Non-Consumable materials replacement

Automation Upgrade to NG on FOSS Web once available at NO CHARGE.

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

Delivery: _____ calendar days after receipt of Purchase Order.

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

EXCLUSIONS:

Did you deviate from the specifications in any way: YES____ NO ____?

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

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, for this scope of work.

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

Company Representative

DATE: _____

Print Name: _____

Authorized Signature: _____

Telephone E-Mail City State Zip

Company Name: _____

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

ATTACHMENT "C"

INSTRUCTIONS TO BIDDERS (FOR MATERIALS/EQUIPMENT)

PURCHASING DEPARTMENT

1. **Submission of Bids**

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

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

c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

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

2. **Prices**

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event, there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

3. **Terms**

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

4. **Qualification of Bidders**

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

5. **Addenda and Interpretations**

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

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 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. Rhode Island Sales Tax & federal Excise Taxes

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para.1, as amended. The School is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

11. Delivery

All prices must be based on F.O.B. Delivery Point Westerly, Rhode Island. The bid prices must include delivery and shipping to the School. No additional shipping, handling, or fuel surcharge costs will be honored by the School. 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 a written Purchase Order issued by the Town/School Purchasing Agent.

12. Public Copy

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

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

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

Solicitation Number Bid Proposal Submission Deadline_BidderName.pdf

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_oceanStateCompanyInc_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.

13. 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.

Dated 6/19/17