

MARTIN MIDDLE SCHOOL
FURNITURE, FURNISHINGS AND EQUIPMENT
EAST PROVIDENCE SCHOOL DISTRICT
EAST PROVIDENCE, RHODE ISLAND

PART I. REQUEST FOR PROPOSAL

The Eastd Providence School District invites electronic proposals for delivering and installing furniture, furnishings, and equipment for the Martin Middle School, 111 Brown Street. East Providence, RI 02914. Proposals will be received Craig Enos, Director of Finance, East Providence School Department, 1998 Pawtucket Avenue, East Providence, RI 02914, on **March 4, 2025, at 1:00 pm.**

You will need to provide a paper document in quadruplicate to the address above. Include one (1) original and three (3) copies. At the close date and time for the bids, email a complete version of your bid including all alternates and attachments to nlohrer@icdinc.com.

This proposal may be purchased as a part of the any state contract approved by the East Providence School District or any of the other contracts approved by the RI Attorney General. At least two quotes will be solicited for each section of work. A bid deposit or bond is required for this work.

A copy of the Contract Document is a part of this package. This document includes the Contract Document and Installation Plans. If you receive an award, you will need to print a set of plans to move around the building.

A copy of the Contract Document may be obtained through Andrew T. Johnson Company (ATJ), 15 Tremont Place, Boston, MA 02108, 617-742-1610, fax: 617-523-0719, **February 5, at 1:00 pm**, for the following categories of furniture, furnishings, and equipment

Section 001- Student Chairs
Section 002- Student Desks & Tables
Section 003- Seating
Section 004- Desks, Worksurfaces & Credenzas
Section 005- Conference & Side Tables
Section 006- Files, Shelving & Metal Shelving
Section 007.A - Library Stacks
Section 007.E - Library Chairs
Section 007.I - Library Furnishings
Section 009 – Furnishings
Section 012 - Music Furnishings
Section 013 - Art Furnishings & Equipment
Section 014 - Equipment
Section 018 - Science Equipment
Section 019 - Therapy Equipment
Section 020 - Life Skills Equipment

Section 021 -Gym Equipment
Section 022 – Audio/Visual Equipment
Section 023 – Office Equipment
Section 025 -Medical Equipment
Section 027 - Appliances
Section 028 – Custodial Equipment

This is hosted by ATJ. No hardcopies will be provided unless you want to order from ATJ. You will need plans to move around the building if you get an award. You can either print from the download plans or have ATJ print them for you.

Bidding documents will also be made available online at atjplanroom.com, click on Public Jobs, then the project name. Drawings and specifications will be available to view and download. To download you must register for a free account, which will place you on the plan holders list to receive addendums, by email when issued. You can also submit your pricing electronically online at icdinc.com. You must register for a free account, which assign you a vendor number and allow electronic calculations.

We are requiring you use ICD's electronic bid system. Instructions are below:
ICD provides the ability for vendors to enter their pricing online. This is a protected site and no one other than the bidding vendor can review their bid numbers. To protect and assure the bidding, the paper version supersedes the electronic version. The advantage to you is that all calculations are automatic and always correct, the bid form can be saved and returned to later, and multiple projects may be accessed from your account at once.

Before the bidding closes all individual vendor, data is only viewed by the registered vendor. ICD does not access individual vendor's pricing until after the bid closes.

INSTRUCTIONS

To fill out your bid form online visit:

<http://icdvendorbids.com>

Then Click here to enter bid button.

You will need to Create an Account or Log In.

You will need to create a new Account for each new project.

From the "Login" page with your individual account username and password, use the project title to search for the correct project. **The project title must be entered in the search field as labeled as below.**

Martin Middle School RFP

As you enter data in the bid form: The data entered in your bid form will be automatically saved to return to later, no need to press a "Save" button. All costs will be calculated automatically like a work sheet. Prices can be changed as necessary until the date and time the bid opens. The bid form can be printed for submission and included in your bid package.

The Martin Middle School is a two-phase project. Phase 1 will install from **August 15 to September 5, 2025**. Phase 2 will install from **March 30 to April 13, 2027**. The installation will occur during normal construction hours, 7:30am - 3:30pm, Monday through Friday. The elevator will be available for use. This project is subject to construction progress schedules. The City of East Providence reserves the right to change the timetable due to unforeseen conditions. The Owner reserves the right to change the construction schedule with a 30-day notice to the awarded vendors.

All PROPOSALS shall be submitted in accordance with the "Instructions to Proposers/General Conditions" of the Contract Document. Each bid (CONTRACT DOCUMENT form, VENDOR APPLICATION AND PRICE TABLE) shall be submitted in quadruplicate on the forms provided by Integrated Contract Design, Inc., and shall be accompanied by a bid security deposit for five (5) percent of the base bid amount as surety for the acceptance of the contract. Bid security deposits will be accepted in the form of a bid bond, certified check, cashier's check or treasurer's check issued by a responsible bank or trust company, payable to the East Providence School District. Bid security deposits will be returned within thirty (30) days to all unsuccessful proposers.

The bid security deposit for each successful proposer shall be retained by the East Providence School District. The bid security deposit shall be returned to the awarded proposer upon receipt of a signed contract and a one hundred (100) percent performance and payment bond. In lieu of providing a one hundred (100) percent performance and payment bond, a security deposit for five (5) percent of the contract amount will be accepted in the form of a certified check, cashier's check or treasurer's check issued by a responsible bank or trust company, payable to East Providence School District as surety for the faithful performance of his/her Contract and for the payment of all persons performing labor or furnishing materials in connection therewith.

PROPOSALS may be mailed and/or delivered to the address below, prior to the time specified above, and addressed as follows:

Craig Enos, Director of Finance
East Providence School District
1998 Pawtucket Avenue, Suite 307
East Providence, RI 02914

All documents must be submitted in a sealed envelope, plainly marked with the reference, **Martin Middle School FF&E, 2025**. These sealed envelopes shall have the name and address of the proposer, section number(s) and section title(s) prominently indicated on the bid envelope.

All proposals submitted will be binding for forty-five (45) working days beyond the bid opening. PROPOSALS will be awarded within forty-five (45) working days of the bid opening. The East Providence School District reserves the right to accept or reject any or all PROPOSALS, or any part of any bid, if it is in the public's interest to do so.

Proposer attention is called to the fact that this project is required to comply with, in addition to all other requirements of this Contract Document, the Equal Employment Opportunity, Anti-Discrimination, Minority, and Affirmative Action Regulations of the State of Rhode Island.

Craig Enos
Procurement Office
East Providence School District

PART II. INSTRUCTIONS TO PROPOSERS/GENERAL CONDITIONS

1. INSTRUCTIONS TO PROPOSERS

Contract Document: The proposer is to familiarize himself/herself thoroughly with all the documents enumerated herein, as it is conclusively understood that all PROPOSALS are based on full compliance with the various provisions contained in said documents. The documents comprising the Contract Document consist of 1) Table of Contents; 2) Part I. Invitation for Bid; 3) Part II. Instructions to Proposers/General Conditions; 4) Part III. Contract Document; 5) Part IV. Furniture, Furnishings and Equipment; 6) Part V. Details and Workstation Drawings; 7) Part VI. Price Tables; and 8) Part VII. Installation Drawings. Upon selection of the successful proposer, the bid will be incorporated into the Contract Document.

Proposal Forms: The proposer must utilize all bid forms, or exact facsimiles, as supplied in the Contract Document. One set of documents will be provided to each proposer. All PROPOSALS (CONTRACT DOCUMENT form, VENDOR APPLICATION AND PRICE TABLE) shall be submitted in **quadruplicate** on a form provided by Integrated Contract Design, Inc., and shall be properly signed and executed. **Do not double side copy any of these documents.** PROPOSALS that do not comply may be disqualified.

1A. Inquiries

All questions regarding these specifications must be directed in writing to the Furniture, Furnishings and Equipment consultant (FF&E Consultant), Integrated Contract Design, Inc., 800 NE Stokes Terrace, Jensen Beach, FL 34957, 978-609-4220, nlohrer@icdinc.com.

1B. Taxes

Purchases made by the East Providence School District (Owner) are exempt from any federal, state or municipal sales and/or excise taxes. Any requests or questions regarding a tax exempt certificate shall be directed to Craig Enos, East Providence City Hall, 1998 Pawtucket Avenue, East Providence, RI 02914, cenos@epschoolsri.com.

1C. Licensing, Royalties and Patents

The proposer shall be an authorized representative for all the products that he/she is proposing. It may be necessary for the proposer to supply written information from the manufacturer that he/she is authorized to sell and warranty products bid. The proposer shall pay all royalties and license fees on products furnished. He/she shall defend all suits and claims for infringement of any patent rights and shall save the Owner from loss or inconvenience resulting therefrom.

1D. Permits and Compliance with Codes

The successful proposer (equipment contractor) shall obtain and pay for all necessary insurance certificates for equipment, appliances, and work, and shall conform to applicable safety and fire codes. With reference to Part II, Section 23. Insurance Requirements: all equipment contractors must submit original insurance certificates prior to the contract execution, Craig Enos, East Providence City Hall, 1998 Pawtucket Avenue, East Providence, RI 02914, cenos@epschoolsri.com.

1E. Protection of Work and Property

The equipment contractor shall take all required precautions to protect his/her equipment against damage, theft, and deterioration on the site. He/she shall respect the work of others, and any accidental damage incurred to the work of others shall be promptly repaired or replaced at the expense of the equipment contractor. All equipment shall be left in the proper location within the building and installed as required with all manufacturer's directions and maintenance manuals, either attached or delivered to the Owner's representative per the instructions herein.

2. NOTICE TO PROPOSERS

This is an itemized bid. The Owner reserves the right to reject any or all proposals, to accept or reject any or all proposals either in whole or in part, to award contracts by individual items, by groups of items or by lump sum total, or to waive any irregularities or defects in the proposals should it deem such action to be in the interest of the Owner. Any proposer wishing to offer any additional discounts for the award of a specific grouping of items are encouraged to do so, and to make such a proposal on a separate letterhead attached to the bid submitted. The acceptability of proposals is subject to available funding. The Owner will provide a purchase order to the awarded proposer. The Owner reserves the right to purchase more or less of any of the items specified on the price tables, and reserves the right to change quantities on the purchase orders until three months before the product is due at the site. Any bid submitted will be binding for forty-five (45) working days beyond the bid opening.

2A. Bureau of Criminal Identification (“BCI”)

All workers on this site, must provide a BCI approval from the State of Rhode Island.
<http://www.riag.ri.gov/BCI/index.php>

2B. Office of Diversity, Equity & Inclusion Requirements

In accordance with RI Gen. Law § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Inclusion, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting the office at (401) 574-8670

The East Providence School District reserves the right to give additional consideration to bid proposals submitted by small and/or minority/women business enterprises provided that such bid proposal is fully responsive to the terms and conditions of the solicitation and the bid price is determined, in the discretion of the East Providence School District to be within a competitive range.

Phase 1 will install from **August 15 to September 5, 2025**. Phase 2 will install from **March 30 to April 13, 2027**. The installation will occur during normal construction hours, 7:30am - 3:30pm, Monday through Friday. The elevator will be available for use. This project is subject to construction progress schedules. The City of East Providence reserves the right to change the timetable due to unforeseen conditions. The Owner reserves the right to change the construction schedule with a 30-day notice to the awarded vendors.

4. EXAMINATION OF SITE AND CONTRACT DOCUMENT

Each proposer shall visit the site of the proposed work when required and fully acquaint himself/herself with the conditions as they exist. The proposer shall visit the site before submitting his/her pricing and shall be conclusively deemed to have known and seen all facts and circumstances reasonably observable by an experienced contractor visiting the site for the purpose of preparing and submitting a bid. Each proposer shall also thoroughly examine the Contract

Document. Failure of any proposer to visit the site and acquaint himself/herself with the Contract Document shall in no way relieve him/her from any obligations with respect to the bid.

Any necessary field dimensioning is the responsibility of the proposer. The proposer shall verify and confirm all building dimensions for equipment to be furnished and installed by taking actual field measurements at the site prior to equipment fabrication. The proposer shall confirm all left- and right-hand conditions for the equipment prior to its fabrication. Please refer to Part V. Details and Workstation Drawings and Part VII. Installation Drawings for more information. Any questions concerning these conditions should be addressed to the FF&E Consultant.

Due to the construction currently in progress, proposers may only visit the site during the pre-arranged site visit on **February 20, 2025, at 7:30 am**, at the **Martin Middle School, 111 Brown Street, RI 02914**. You must email Drew Schofield @ Integrated Contract Design, Inc., dschofield@icdinc.com, three days before the scheduled meeting to schedule a walk through.

The bid must be complete and signed by a certified company representative. All blank spaces on the form must be filled, either in ink, computer or by typewriter. The Owner may consider as informal any bid not prepared and submitted in accordance with the provisions hereof. PROPOSALS that are incomplete, informal, conditional, or obscure may be rejected.

5. BID FORMS

The proposer must utilize all bid forms, or exact facsimiles, as supplied in the Contract Document. One set of documents will be provided to each proposer. All PROPOSALS shall include the CONTRACT DOCUMENT form, CERTIFICATE OF NON-COLLUSION AND STATEMENT OF TAX COMPLIANCE, CONFLICT OF INTEREST CERTIFICATION, CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION, CERTIFICATION OF NON-DEBARMENT, CERTIFICATE OF VOTE OF CORPORATION FORMS, VENDOR APPLICATION AND PRICE TABLES. These forms shall be submitted in **quadruplicate** on the form provided by Integrated Contract Design, Inc., and shall be properly signed and executed. **Do not double side copy any of these documents.** PROPOSALS that do not comply may be disqualified.

The bid, its attachments and all other documents relating hereto which require a signature must bear the written signature of the proposer. If the proposer is a partnership, the bid must be signed by a general partner: if a corporation, the bid must be signed by a duly authorized officer of such corporation. If the proposer is an individual using a firm name, indicate the individual's name and add the phrase: "An individual doing business under the firm name _____." If the proposer is a partnership, indicate the names of the partners and the firm name. If the proposer is a corporation, indicate state of incorporation, using the phrase: "A corporation organized under the laws of the State of Rhode Island

_____ authorized to do business in the State of Rhode Island." The proposer must initial any erasures or modifications of the bid. However, the Owner reserves the right to reject any or all PROPOSALS on which there have been such erasures or modifications.

6. QUALITY AND CONSTRUCTION OF FURNITURE, FURNISHINGS AND EQUIPMENT

For purposes of identification of style and level of quality of furniture, furnishings and equipment (FF&E) desired, the following specifications refer to FF&E as items listed under Part IV. Furniture, Furnishings and Equipment.

These specifications are not intended to be restrictive or limiting to competitive makes and models of comparable quality and design. When the bid describes an item and provides an alternate choice, the Owner reserves the right to select and purchase the low bid of each item or its alternate.

PROPOSALS using competitive makes and models must submit sufficient illustrative material to permit comparisons. All catalog cuts and/or descriptive material submitted must be attached, and all cuts must be clearly identified with the specified ICD item number. Any and all deviations from these specifications must be attached in a format similar to the specification. Colors, fabric and finishes specified shall establish a grade quality that shall be maintained. All fabric not specified shall be Grade One. All finishes not specified shall be standard.

Samples may be requested from the three low proposers meeting the quality requirements. Samples shall be delivered within five (5) days from the request.

7. BID ATTACHMENT: UNIT PRICES

Where requested, each proposer must insert the prices of the items listed on this attachment and agree that those prices will be the basis of his/her compensation for additions or deletions, as the case may be, for such increase or decrease in work. The unit price supersedes the extended price.

The unit price shall include freight, delivery and installation. All products are to be shipped FOB destination.

8. PROPOSAL SECURITY DEPOSIT

Each proposal must be accompanied by a proposal security deposit in the form of a bid bond, certified check, cashier's check or treasurer's check for five (5) percent of the base bid amount. The base proposal is the price or prices quoted for the work and/or items specified in the bid. The bid bond must be duly executed by the proposer as the principal, and have as surety, a surety company licensed to do business in the State of Rhode Island, to the City of East Providence. A certified check, cashier's check or treasurer's check shall be drawn upon a state or national bank or trust company, payable **East Providence School District** and must be dated prior to the date for the opening of proposals. Within thirty (30) working days after the formal opening of proposals, bid security deposits shall be returned by mail to all except the three (3) lowest proposers. Except for the successful proposers, the low proposers' security deposits shall be returned by mail within three (3) working days after the execution of the contract or within forty-five (45) working days, whichever is less. Should the successful proposer fail or refuse to acknowledge the notice or purchase order within 10 days of the notice of award, or to execute and deliver the agreement after the Owner mails or delivers any or all of the above, said successful proposer may forfeit to the Owner, as liquidated damages for such failure or refusal, the deposit which the successful proposer makes pursuant to the first paragraph of this section, or the difference between his/her bid and the amount of the contract which the Owner actually enters into for the work, whichever is less.

9. PREVAILING WAGE

This is a prevailing wage project. Each Participating Subcontractor must submit a Monthly Payroll Report online identifying man-hours and payroll for all work performed at the Project Site on a "per contract" basis to the CCIP Administrator.

The monthly man-hour reports shall certify all Work performed at or emanating directly from the Project Site, including supervisory and clerical personnel on site.

Payroll shall be unburdened and allocated by Workers' Compensation Classification(s), and shall be reported on both a gross and net basis, as per the relevant state's workers compensation payroll reporting requirements. Subcontractors of all tiers shall limit the payroll reported for Owners and Executive Officers as stated in the relevant state's workers compensation manual rules.

A Separate Monthly Payroll is required for each Subcontract for Work you are performing. Payroll shall be reported online via the Alliant WrapX Contractor Portal:

<http://alliantwrapx.alliantinsurance.com/contractorportal>

9A. PERFORMANCE AND PAYMENT BOND

The proposal security deposit for each successful proposer shall be retained by the East Providence School District. The proposal security deposit shall be returned to the successful proposer upon receipt of a signed contract and one hundred (100) percent performance and payment bond. The successful proposer shall deliver to the Owner an executed performance and payment bond in the amount of one hundred (100) percent as surety for the faithful performance of his/her contract and for the payment of all persons performing labor or furnishing materials in connection therewith. In lieu of providing a one hundred (100) percent performance and payment bond, a security deposit for five (5) percent of the contract amount will be accepted by the Owner in the form of a certified check, cashier's check or treasurer's check issued by a responsible bank or trust company, payable to the East Providence School Department. If the successful proposer is a partnership, the bond shall be signed and sealed by each of the individuals who are partners; if a corporation, the bonds shall be signed and sealed in the correct corporate name by a duly authorized agent, officer or attorney-in-fact. The executed bond shall be accompanied by (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificates of authority when bonds are executed by agent, officer, or other representative of contractor or surety; (c) a duly certified extract from by-laws or resolutions of surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and (d) certified copy of latest published financial statement of assets and liabilities of surety.

10. VENDOR'S APPLICATION: STATEMENT OF QUALIFICATIONS

Each bid must be accompanied by a statement of the proposer's experience and organization. This statement shall be on or follow the format of the "Vendor's Application: Statement of Qualifications" form. All questions must be answered, and the data given must be clear and comprehensive. Include signature/notary of truth/accuracy for all of the information provided. Additional sheets may be attached if necessary. Financial reports may be requested from the three low proposers. The Owner reserves the right to reject any bid when the information supplied does not satisfy the Owner that the proposer is sufficiently responsible to be entrusted with the work of this contract.

11. BID ATTACHMENT: LIST OF MAJOR SUBCONTRACTORS

Where requested, each proposer must insert the names of major subcontractors and their PROPOSALS on this attachment to the bid. No subcontractor other than those listed on said attachment will be employed by the proposer if awarded the contract without the written approval of the Owner.

12. INTERPRETATIONS AND ADDENDA

No interpretation as to the meaning of the drawings, specifications or other documents will be made orally to any proposer. Every request for such interpretation should be in writing and addressed to the FF&E Consultant. To be given consideration, each request must be received at least five (5)

working days prior to the date fixed for the opening of the PROPOSALS. Any and all such interpretations and any supplemental instructions will be in the form of written addenda. In any case of ambiguity, inconsistency, error or omission in the Contract Document, or a conflict between the provisions in the Contract Document, or the provisions of a federal, state, or municipal law or regulation and the Contract Document provisions, the proposer is required to draw such matters to the attention of the FF&E Consultant. Should it become necessary to revise any part of this Contract Document or otherwise provide necessary additional information, an addendum will be issued by the FF&E Consultant no later than two (2) days prior to the date fixed for acceptance of the PROPOSALS and furnished to all prospective proposers who have obtained copies of this original Contract Document. Amendments to this Contract Document, requests for interpretation, addenda may be transmitted by email either to or from the Owner. Any additional materials, bonds and/or bid deposit checks must be included with the original bid proposal confirmation. All addenda so issued shall become part of the Contract Document. No bid restrictions or special amendment of bid/contract shall be permitted.

A change authorization request must be received in writing by the Owner's Agent who will consult with the FF&E Consultant when appropriate. Change authorizations will be issued in writing by the Owner's Agent.

13. RECEIPT OF PROPOSALS

All documents must be submitted in two sealed envelopes, plainly marked with the reference, **Martin Middle School FF&E, 2025** by **March 4, 2025** at **1:00pm**. One envelope will contain the Price Tables and Contract Documents. The other will contain supplemental/back up material. These sealed envelopes shall have the name and address of the proposer, section number(s) and section title(s) prominently indicated on the bid envelope, and be addressed as follows:

**Craig Enos, Director of Finance
East Providence School Department
1998 Pawtucket Avenue
East Providence, RI 02914**

No proposals will be accepted after the time and date as specified in Part I. Invitation for PROPOSALS or another time and date stipulated in an addendum. Ample time should be allowed for the transmittal of proposals by U.S. mail or delivery service. Postmarks indicating date of mailing will not be considered as evidence of intent to submit proposals in proper time for the opening. Telephone quotations and facsimiles are not acceptable. Any bid may be withdrawn by written request or facsimile request, subsequently confirmed in writing, prior to the time of the opening of proposals. The proposer is cautioned to transmit any such request in ample time for actual delivery to the Owner before the bid opening hour and date. The Owner will not be responsible for the late receipt of any requests for withdrawal. Bid withdrawals received after the opening hour and date may not be considered.

14. AWARD OF CONTRACT

The contract will be awarded to the lowest responsible proposer meeting the quality level specified and complying with the Contract Document within the number of working days after the bid opening as specified in Part I. Invitation for Proposals. Sections may be awarded to multiple vendors.

The Owner shall accept the bid of the lowest responsible proposer by either of the following procedures, whereupon the Owner and such proposer shall have a binding contract for the

performance of the work: A. The Owner shall mail, email or deliver to the successful proposer a written notice of acceptance of the bid or an agreement within the number of working days specified in Part I. Invitation for Proposals after the bid opening or at any time thereafter before such bid is withdrawn. The successful proposer agrees forthwith to acknowledge receipt of the notice of acceptance or to execute and deliver the agreement in duplicate for the work within ten (10) calendar days after the date of such mailing, or delivery of such notice or agreement.

or

B. The Owner shall mail, email, or deliver to the successful proposer a purchase order within the number of working days specified in Part I. Invitation for Proposals after the bid opening or at any time thereafter before such bid is withdrawn. Said purchase order shall become and form a part of the contract and shall be deemed to incorporate by reference, as fully as if set forth therein, all the contents, terms and conditions of the Contract Document, and the proposer shall thereupon be obligated to perform all the work required by the Contract Document. The proposer agrees forthwith to acknowledge receipt of the Owner's purchase order within ten (10) calendar days after the date of such mailing, telegraphing or delivery of such purchase order.

In the event that the successful proposer fails to acknowledge the notice or purchase order, or to execute or deliver the agreement upon his/her part, or to furnish satisfactory surety upon the performance and payment bonds when required, the Owner may declare the bid security deposit forfeited and accept the bid of the next lowest responsible proposer within ten (10) calendar days from such default, provided this second bid is accepted within the time limits for such bid acceptance as provided in this Contract, in which case such acceptance shall have the same effect on such proposer as if he/she were the original successful proposer.

In case of second or further default, this procedure shall be in effect and followed, subject to the discretion of the Owner, until a contract is successfully awarded within the time limits as outlined above. The successful proposer awarded the contract is hereinafter referred to as the Contractor.

15. INSURANCE REQUIREMENTS _The Successful Proposer shall maintain liability and property damage insurance, including medical liability insurance, sufficient to satisfy any and all claims arising out of the service rendered under this contract including but not limited to the following:

a. **General Liability** of at least \$1,000,000 Bodily Injury and Property Damage Liability, Combined Single Limit with a \$3,000,000 Annual Aggregate Limit. **The East Providence School District, Peregrine Group LLC, Ai3 Architects, Inc., and Integrated Contract Design, Inc.**, should be named as an "Additional Insured as their interests may appear".

Products and Completed Operations should be maintained for up to 3 years after the completion of the project.

b. **Automobile Liability** of at least \$1,000,000 Bodily Injury and Property Damage per accident. . **The East Providence School District, Peregrine Group LLC, Ai3 Architects, Inc., and Integrated Contract Design, Inc.**, should be named as an "Additional Insured".

c. **Workers' Compensation Insurance** for all its employees in accordance with Rhode Island General Laws. Include Employers Liability Part b.

d. **Umbrella Liability** of at least \$2,000,000/occurrence, \$2,000,000/aggregate. **The East Providence School District, Peregrine Group LLC, Ai3 Architects, Inc., and Integrated Contract Design, Inc.**, should be named as an "Additional Insured".

The Successful Proposer shall deposit with the **East Providence School District** evidence of such insurance upon signature of contract. All policies of insurance shall require a thirty (30) day notice

of cancellation to East Providence School District, Rhode Island. The East Providence School District, Peregrine Group LLC, Ai3 Architects, Inc., and Integrated Contract Design, Inc., shall be an additional insured on all policies.

The Successful Proposer shall, to the maximum extent permitted by law, indemnify and save harmless the City of East Providence, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims demands, losses, costs and expenses (including reasonable attorney's fees) that may arise out of or in connection with the work being performed or to be performed by the Contractor, his employees, agents, sub-contractors. The existence of insurance shall in no way limit the scope of this indemnification.

The Contractor further agrees to reimburse the East Providence School District for damage to its property caused by the Contractor, his employees, agents, or sub-contractors including damages caused by his, its or their use of faulty, defective or unsuitable material or equipment, unless the damage is caused by the East Providence School District's gross negligence or willful misconduct.

16. DELIVERY

Receipt of product shall coordinate to a time-line provided by the FF&E Consultant after the purchase orders are issued. If multiple Contractors are scheduled to deliver product at the same time, coordination shall be provided through the FF&E Consultant. Delivery shall take place during normal business hours as specified in Section 3 of Instructions to Proposers, by the Owner unless otherwise agreed upon by the Contractor, FF&E Consultant and the Owner.

It is the responsibility of the Contractor designated as an "installing vendor" to receive all shipments at the site. Shipments that arrive without an installer to receive them will be sent away. If the Owner agrees to purchase some products without the installation included, the shipment must be an inside delivery, or the trucks will be sent away.

If products cannot be delivered on schedule, the Contractor shall be responsible for providing loaner product at no charge to the Owner.

If vendors cannot complete their contract during ICD's on-site time, the Vendor will be back-charged \$850 per day for any part of any day ICD is required to be on-site.

17. INSTALLATION

Installation is defined as the receiving, assembly and placement of all finished goods to their respective rooms and/or areas, including delivery to the building, unpacking, assembling, setting in place, leveling and scribing to walls and floors, as may be required. All missing and/or damaged pieces shall be replaced immediately. All packing material shall be removed from the site on a daily basis.

Installation shall take place during normal business hours as specified in Section 3 of Instructions to Proposers, by the Owner unless otherwise agreed upon by the Contractor, FF&E Consultant, and the Owner. Once the installers begin, they must work continuously until the punch list is complete. If the installers leave unattended or un-inspected product at the site, the Contractor assumes the risk for the products.

The Contractor shall be ultimately responsible for his/her installation crew. The Contractor shall assign one foreman to his/her installation crew. This foreman will report to the FF&E Consultant. The foreman will be the same person throughout the project.

Any damage to the facility, as a result of the installation, shall be the financial responsibility of the Contractor.

17A. During Installation

Warehousing: It shall be the responsibility of the Contractor to provide storage/warehousing for his/her products until his/her assigned installation time.

While installing: 1) All walls and flooring must be protected during installation. 2) Carts that are used inside of the building may not be used outside on exposed concrete or asphalt. 3) The elevator shall be available during the installation and shared between all Contractors. Elevator walls and floors shall be protected at all times during use.

Using equipment before installation is complete: If it becomes necessary for temporary use of any item of specified equipment before all parts are complete, the Contractor shall adjust the equipment as far as possible in order to make temporary use as effective as possible.

Cleaning: Each Contractor shall vacuum the carpet and clean all areas and products upon completion of his/her work each day. This cleaning shall include product interiors, exteriors and worktops. **Removing trash:** It shall be the responsibility of all Contractors to remove trash daily. Dumpsters will not be provided.

18. INSPECTION

Before final acceptance by the Owner, the provided FF&E shall be inspected by the FF&E Consultant. At the time of inspection all keys and similar loose and detachable parts shall be turned over to an approved representative of the Owner, and a signed receipt obtained for presentation to the Owner.

19. WORKMANSHIP

All work shall be carried out in an orderly, progressive and uninterrupted manner and in conformity with established and published industry standards and procedures. Any workman not performing up to the approved standards shall be replaced at the Contractor's expense.

20. OPERATING AND MAINTENANCE INSTRUCTIONS

The Contractor shall provide complete operating and maintenance instructions for electrically powered equipment to the Owner. Instructions shall consist of verbal instruction, sufficient demonstration and printed materials to thoroughly acquaint the persons designated with these products.

21. GUARANTEES

All equipment, materials and workmanship furnished and installed under this Contract Document shall be new and guaranteed against defects under normal usage. The Contractor shall be responsible for all defects, faulty materials and workmanship which may develop or be found in any of the furniture, furnishings or equipment provided by him/her under this Contract Document. Upon receipt of notice from the Owner, the Contractor shall immediately replace or repair and make good, without additional expense to the Owner, all such defective and faulty FF&E during a period of not less than three (3) years from date of final acceptance of the FF&E except when a specific guarantee for a longer period of time is specified. This article notwithstanding, manufacturer's standard guarantees or warranties for longer periods of time shall remain in full force and effect.

All equipment shall be unconditionally guaranteed for the specified period from the date of accepted installation. For purposes of guarantees, final acceptance shall be the starting date of

guarantee period, except for work items noted as incomplete or unsatisfactory. The guarantee period of such incomplete or unsatisfactory work shall start on correction and final acceptance of such work.

21A. Exceptions

Furniture Manufacturers' Warranties: Manufacturers' standard warranties for periods shorter than five (5) years shall in no way limit the guarantee period to less than five (5) years.

Furnishings and Equipment Manufacturers' Warranties: Manufacturers' standard warranties for periods shorter than three (3) years shall in no way limit the guarantee period to less than three (3) years.

22. SPECIAL PROJECT WARRANTY

A special project warranty is inherently a part of this contract from each awarded Vendor/Contractor. The Vendor/Contractor agrees to repair or replace product components which fail in materials or workmanship within the specified warranty period. All warranties shall require on-site service. This warranty shall be in addition to, and not a limitation of, other rights the Owner may have against the Vendor/Contractor under this Contract Document. Extended warranties are required on some items. These warranties can be found in the product specifications.

23. PAYMENT FOR COMPLETED WORK

Following the delivery, installation by installing Contractors, completion of the work and final acceptance by the FF&E Consultant, the Contractor must submit an invoice to the Owner. All invoices must reference an invoice number, the Owner's purchase order number and the reference *Project Name* FF&E.

Each item invoiced must cross-reference the ICD item number (alpha-numeric) used in the Contract Document. If the project is multi-phased, all phases must be invoiced separately. Submit invoices to:

Nancy Lohrer, IIDA
Integrated Contract Design, Inc.
800 NE Stokes Terrace
Jensen Beach, FL 34957
nlohrer@icdinc.com (Emailed invoices are acceptable.)

For the purposes of payment for products/services, completion shall include installation and provisions of the documents required in Sections 18. Inspection, 20. Operating and Maintenance Instructions, and 22. Special Project Warranty of this Part II. Typically, a monthly meeting will be held by the Owner at which time submitted invoices will be approved for payment. Payments will be made within thirty (30) calendar days from the Owner's meeting date.

Partial payments may be made for incomplete work against the purchase order or non-receipt of product invoiced. Upon resolution, an invoice for the balance of the work is required. Payment will not be made against statements or delivery slips.

PART III. CONTRACT DOCUMENT FOR RFP

Company Bidding: _____

Representative: _____

Contract Name and Number(s): _____

For: Furniture, Furnishings and Equipment for the Martin Middle School

To: East Providence School District

The undersigned, hereinafter referred to as the Proposer, in compliance with Part I. Request for Proposals for the above project to be undertaken by the Awarding Authority (Owner) has examined the bid, the "Request for Proposals," "Instructions to Proposers/General Conditions," the furniture, furnishings, and equipment (FF&E) specifications, details and drawings, price tables, supplementary conditions, and all other related documents, including the Owner's addenda, hereinafter called the Contract Document. The Contract Document, together with (1) a notice of acceptance and (2) either the agreement or Owner's purchase order issued to the lowest responsible proposer pursuant to Part II., Section 13. Receipt of Proposals shall form the contract, and all are as fully a part of the contract as if attached to said notice of acceptance or agreement or purchase order. In addition, the Proposer has examined the site and is familiar with all the conditions surrounding this project, hereinafter referred to as the Work. Submitted herewith is the following:

1. BASE BID

(See Part II, Section 8. Bid Security Deposit) The Proposer hereby proposes to furnish all necessary or incidental plant, erection equipment, labor, materials, supplies, services, equipment, and other facilities required or contemplated for the completion of the Work in strict conformity with the Contract Document for dollars (\$ _____) hereinafter referred to as the Base Bid, for the following items (attach separate sheet, if necessary):

SECTION NO.	NET PRICE FOR SECTION
Section 001 - Student Chairs	\$ _____
Section 002 - Student Desks & Tables	\$ _____
Section 003 – Seating	\$ _____
Section 004 - Desks, Worksurfaces & Credenzas	\$ _____
Section 005 - Conference & Side Tables	\$ _____
Section 006 – Files, Shelving & Metal Shelving	\$ _____
Section 007.A - Library Stacks	\$ _____
Section 007.E – Library Chairs	\$ _____
Section 007.I - Library Furnishings	\$ _____
Section 009 - Furnishings	\$ _____
Section 012 – Music Furnishings	\$ _____
Section 013 – Art Furnishings & Equipment	\$ _____
Section 014 – Equipment	\$ _____
Section 018 – Science Equipment	\$ _____

Section 019 – Therapy Equipment	\$ _____
Section 020 – Life Skills Equipment	\$ _____
Section 021 – Gym Equipment	\$ _____
Section 022 – Audio/Visual Equipment	\$ _____
Section 023 – Office Equipment	\$ _____
Section 025 – Medical Equipment	\$ _____
Section 027 – Appliances Equipment	\$ _____
Section 028 – Custodial Equipment	\$ _____

2. BID SECURITY DEPOSIT

The Proposer must complete one of the following. **Failure to do so will result in disqualification.**

BANK CHECK: (See Part II, Section 8. Bid Security Deposit) Enclosed is the bid security deposit in the form of cash, certified check or treasurer’s check (Check No.: _____) as required, in the amount of five (5) percent of the Base Bid or _____ dollars (\$ _____).

BID BOND: (See Part II, Section 8. Bid Security Deposit) Enclosed is the bid security deposit in the form of a bid bond as required, in the amount of five (5) percent of the Base Bid or _____ dollars (\$ _____).

3. TIME FOR SUBSTANTIAL COMPLETION

The Proposer, if awarded the contract, agrees that he/she will substantially complete the Work or deliver the goods in _____ working days according to the timeline provided. The Work shall be substantially complete when the Owner determines that it is so, in accordance with the Contract Document, so the Owner can occupy or utilize the Work of the designated portion thereof for the use for which it is intended.

4. VENDOR’S APPLICATION: STATEMENT OF QUALIFICATIONS

(See Part II, Section 10. Vendor’s Application: Statement of Qualifications) The Proposer shall complete, execute, and submit the “Vendor’s Application: Statement of Qualifications” attached to this proposal.

5. MAJOR SUBCONTRACTORS

(See Part II, Section 11. Bid Attachment: List of Major Subcontractors) The Proposer proposes to award contracts to the subcontractors listed with their PROPOSALS on this bid attachment. The amounts of such sub-PROPOSALS are included in the Base Bid.

6. ADDENDA RECEIPT

The Proposer shall acknowledge below the receipt of any and all addenda to the Contract Document, listing addenda by number and date (attach separate sheet, if necessary):

<u>Addendum No.</u>	<u>Date</u>
<u>Addendum No.</u>	<u>Date</u>

Addendum No. _____ **Date** _____

Addendum No _____ **Date** _____

The Proposer further certifies that he/she has familiarized himself/herself with the data contained herein and has taken the contents into account in the preparation of the Base Bid.

7. ADDRESS

The Proposer designates the following at the address and telephone numbers listed below as the receiver of all notices and correspondence in the event that he/she is awarded the contract:

Name: Title: _____

Company: _____

Address Line 1: _____

Address Line 2: _____

Direct Phone No.: _____

E-Mail Address: _____

The Owner shall be permitted to direct all notices and correspondence to the Proposer at the address indicated above until the Owner receives written notice of a different address.

8. WAIVER

No action or failure to act by the Owner or the Owner's Agent shall constitute a waiver of any right or duty afforded the Owner under the contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach thereunder except as may be specifically agreed to in writing.

CERTIFICATE OF NON-COLLUSION
AND
STATEMENT OF TAX COMPLIANCE

**East Providence School District
1998 Pawtucket Avenue
East Providence, RI 02914**

The undersigned certifies under the penalties of perjury that this response has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Signature of Individual Signing Response:

Name of Business:

Date:

STATEMENT OF TAX COMPLIANCE

I certify under penalties of perjury that I, to my best knowledge and belief, have complied with all laws of the State of Rhode Island relating to taxes.

Social Security or Federal Identification Number: _____

Signature of individual signing response: _____

Date: _____

CONFLICT OF INTEREST CERTIFICATION

The Undersigned hereby certifies that:

1. The Undersigned has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract.
2. No consultant to, or subcontractor for, the Undersigned has given, offered, or agreed to give any gift, contribution, or offer of employment to the Undersigned, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Undersigned.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Undersigned has been retained or hired to solicit for or in any way assist the Undersigned in obtaining a Contract upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Undersigned.

Signature required _____

CERTIFICATE OF VOTE OF CORPORATION (if applicable)

**East Providence School District
1998 Pawtucket Avenue
East Providence, RI 02914**

CERTIFICATE OF VOTE OF CORPORATION (if applicable)

Date: _____,

I, _____ Clerk-Secretary of the corporation named in the foregoing Proposal, certify that _____ who signed the said Proposal on behalf of said corporation, was then the _____ of said corporation; that I know

(Title)

his signature and that his signature thereto is genuine and that said Proposal was duly executed for and on _____, 2021.

(Clerk-Secretary)

Date of Incorporation: _____

(Corporate Seal)

CERTIFICATE OF COMPLIANCE WITH RHODE ISLAND STATE LAW

The undersigned hereby certifies that it is in compliance with and shall remain in compliance with State of Rhode Island and shall not discriminate on any prohibited basis outlined therein. The Proposer also hereby certifies that it shall comply with any and all applicable Minority thresholds that have been established for the project.

Signature required

CERTIFICATE OF NON-DEBARMENT

The undersigned hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Proposer shall inform the Owner within one (1) business day of such debarment, suspension, or prohibition from practice.

Signature required

13. VENDOR'S APPLICATION: STATEMENT OF QUALIFICATIONS

(Attach separate sheet(s) when necessary)

1. Company: _____
2. Address: _____

3. Telephone Nos.: _____
 - a. Principle Place of Business:

 - b. 800 No., if Available:
 - ____c. Cell Phone:
 - d. Project Mgr. or Sales Rep.:

 - e. Quotations:

 - f. Order Placement:

 - g. Accounts Receivable:

4. Federal ID/SS Number:

5. General classification of business or character of work performed: _____
6. Doing Business as (check one): Contractor (); Manufacturer (); Wholesale/Dist. (); Dealer (); Individual (); Partnership (); Corporation (); Other (please specify)

in the State or Commonwealth of _____

7. Year organized: _____
8. Number of full-time employees: _____ AA/EEO Employer: _____
9. Number of years engaged in this business under present business name: _____ If under another name, supply details: _____
10. Standard conditions of order:
 - a. Minimum dollar amount, if any: \$ _____
 - b. Terms: _____
 - c. F.O.B.: _____
11. If a contractor, what categories of work do you perform with your own forces: _____
12. List current major projects, including name of the project, Owner, contract amount, percent complete and scheduled completion date: _____
13. List any projects completed for the Owner within the last five (5) years, including the name of the project, Owner's agent, contract amount and completion date: _____
14. If submitted with a proposal, list projects that are similar to this project and/or the major projects completed by this business in the past five (5) years, including the name of the project, Owner, contract amount and completion: _____
15. Has this business ever defaulted on a contract? If yes, state circumstances: _____
16. Has this business ever failed to complete any project awarded to it? If yes, state circumstances: _____
17. List and provide brief resume of key personnel available to manage and supervise: _____
18. List your major equipment available: _____
19. List trade references: _____
20. List banks with which your firm does business. Do you grant permission to a responsible Awarding Authority Administrator to contact these banks? _____

21. List name of bonding company and address of agent:

22. Are there any family, sales or ownership relationships between the Proposer and the Awarding Authority?

If yes, explain:

I certify the above information to be correct and authorize the Owner to investigate all facts contained herein, including facility visitation.

Dated on this _____ day of _____, 20____

Company:

Signature:

Name:

Title:

County:

State or Commonwealth:

I, _____, being duly sworn, do depose and say that he/she signed above is of _____ (company), and that the answers to the foregoing questions and all statements contained herein are true and correct.

It is sworn on this _____ day of _____, 20____

Signature of Notary Public:

Commission expires:

PART IV. FURNISHINGS & EQUIPMENT

GENERAL NOTES

- A. The Location Tags have the room descriptions followed by the room numbers. The quantity preceding the room description is the total quantity for the grouping of rooms. Divide the quantity by the total number of rooms.
- B. On the Price Table, use the Unit Cost column if you are bidding the item as specified. If you are bidding an alternate that meets the quality specification, use the Alternate Unit Cost column. If you are providing an alternate to the item specified, you must provide a written specification in the same format as the specification in the Contract Document. Also provide a tear sheet with all necessary comparative information cross-referenced to the item number found in the Contract Document. If this alternate specification is not provided, your bid will be disqualified.
- C. Items that share the same item number will be purchased as one assembly.
- D. Any item listed as "Custom" shall require Shop Drawings. Library Stacks will require shop drawings.
- E. ALL UPHOLSTERED FURNITURE, MOLDED SEATING AND REUPHOLSTERED FURNITURE must meet all requirements stated in the Board of Fire Prevention Regulation, 527 CMR 29.00 Upholstered Furniture, Molded Seating and Reupholstered Furniture. The following label shall be attached to each piece:

NOTICE

THIS ARTICLE MEETS THE FLAMMABILITY REQUIREMENTS OF HOME FURNISHINGS TECHNICAL BULLETIN 117. CARE SHOULD BE EXERCISED NEAR OPEN FLAME OR BURNING CIGARETTES.

The minimum size of the label shall be two inches by three inches, and the minimum size of the type shall be one-eighth in height. All type shall be in capital letters. The head of the fire department shall be provided with a copy of the certification required by 527 CMR 29.0 (2) and a notice that fire reports and related documentation, which demonstrate the certified compliance, are available. This Fire Chief has requested to receive these reports in a PDF format. Forward this documentation to the FF&E Consultant via a PDF format.

All testing and submissions of testing required shall be by the Equipment Contractors to the Fire Marshall, East Providence, RI. Copies of all Certificates of Approval shall be submitted to the Owner and FF&E Consultant before the installation begins.

- F. All awarded vendors shall be responsible for all field dimension work including all handicapped accessible clearances.
- G. The photos in this Contract Document are superseded by the specifications and model numbers.