

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

RFP Number: 23-44

RFP Name: Learning Management System

January 25, 2023

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

Please note contract start date will be on July 1, 2023.

BID DUE DATE/SUBMITTING INSTRUCTIONS

BIDS ARE DUE and MUST BE SUBMITTED on the attached **BID FORM, Attachment C, NO LATER THAN 11:00 a.m., EST, February 15, 2023.** A Bid submitted on other than the attached BID BREAKDOWN FORM may be rejected. Envelopes containing bids **must be** sealed and addressed to the undersigned, at the Purchasing Department, 2nd Floor office, Westerly Town Hall, 45 Broad St., Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFP Number and Title. Bidders must include an original and three (3) hard copies and a Digital copy (Disk or Flash) of the Bid as defined in the Instruction to Bidders.

BIDDER'S QUESTIONS

Questions regarding this solicitation must be emailed and received by the Purchasing Agent at ecardillo@westerlyri.gov no later than **12:00 PM on February 7, 2023**, 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 jobsite.
2. Bid Price which exceed \$50,000 must include a 5% Bid Bond and cost of Payment and Performance **Bonds**. The successful Bidder will be required to post a 100% Payment and Performance Bond.
3. Bidders shall note that their bid is based on **Prevailing Wage** (RIGL Sec 37-13-1 et seq.). The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis and submit certified weekly payroll as described in the Instructions to Bidders. Prevailing wage rate schedules are available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov.
4. Bidder's prices shall include all **Permits/Fees**.
5. Quotes must be **firm until July 31, 2023** from date of submission.
6. Bid Completeness - Pricing submitted on this project must be an all-inclusive price. The intent of an all-inclusive Price is such that no Adds or Change Orders will be necessary.
7. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
8. This project is **Tax exempt** for Rhode Island Sales Tax and Federal Excise Taxes.

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9. The Successful Bidder MUST be able to have a response time that will allow an assigned project to be completed when requested by the Town/School.

RFP BID DOCUMENTS

Attachment A – Scope of Work/ Project Schedule/Evaluation Selection Criteria:
Pages 3-14

Attachment B – Plan Outline/Questionnaire: Pages 15-19

Attachment C – Bid Form Pages 20-22

Attachment D – Instruction to Bidders Pages 23-30

APPENDIX A – Bidder Certification Pages 31-35

Agreement – Westerly Standard Agreement Pages 36-45

BIDDER CERTIFICATION and DISCLOSURE FORM: Bidders must include, complete, sign and submit a Bidder Certification Form with each bid proposal. See **APPENDIX A.**

This solicitation is available at www.westerlyri.gov.

The Town of Westerly/Westerly Schools reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Town/School.

The Town/School does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations

Regards,

Eileen Cardillo

Purchasing/Risk Manager

Town of Westerly/ Westerly Public Schools

45 Broad Street

Westerly, RI 02891

Tel: (401) 348-2599

Email: ecardillo@westerlyri.gov

www.WesterlyRI.gov



CC: KE

ATTACHMENT "A"

SCOPE OF WORK

RFP 23-44

Learning Management System

Introduction

The Town of Westerly, through its Purchasing Agent, is seeking proposals for a single Learning Management System suite that includes both a Learning Management System (LMS) and a Learning Content Management System (LCMS) that will work in tandem to manage and modernize our Learning and Development services.

The Town of Westerly (Town) is seeking proposals from qualified vendors who can provide a single Learning Management System suite that includes both a Learning Management System (LMS) and a Learning Content Management System (LCMS) that will work in tandem to manage and modernize our Learning and Development services. The purpose of this Request for Proposal is to gather information from your organization relative to the Town's required Scope of Service and key selection criteria. The Town will require the selected vendor for this RFP to provide services within the parameters set by this RFP. Vendors selected as finalists may be expected to address more detailed issues regarding financial and other specifics of their organization and operations. These same finalists may be expected to participate in interviews with the Town.

The Town's goal is the identification and procurement of a flexible, scalable, intuitive and comprehensive LMS to serve as the Townwide training and learning platform for the Town of Westerly.

History

Currently, some of the Town of Westerly's Human Resources services are decentralized, including Learning and Development services. This creates multiple interpretations of policy, the uses of varying forms and documents, and lack of procedural standardization, all of which challenge the unification of a cohesive workforce.

Due to the lack of a unified, streamlined Learning & Development (L & D) program, we are experiencing several challenges: poor training outcomes, lack of training agility, poor program organization, time consuming and narrow analytics, training and learning data that is decentralized and not secure; infrequent updates to training content and curriculum; and outdated adult learning modalities. One solution to addressing these challenges and create learning and development opportunities for our employees is to implement a Learning Management System solution.

Background

The identification and implementation of a single LMS platform will be a 'game changer' in unifying our Learning & Development (L&D) strategies and initiatives. It is our intent to purchase an LMS platform that will provide an end-to-end learning and development solution Townwide. This would include approximately 200 full time employees. Employees represent different jobs, ranging from skilled labor to professional to advanced degreed/credentialed individuals. We work from numerous physical locations; both on premise and off; in the field and in office environments. Universal connectivity is essential.

The Town of Westerly is seeking a company to deliver a LMS platform that will modernize the learner experience and will meet the following business needs:

Establish Learning and Development as a business priority and a valued competency within our work culture;

Revolutionize our Learning and Development strategy;

Create a strong link between learning and individual/organizational performance;

Improve measurements and outcomes of learning and development;

Create a living repository for all digital learning content;

Increase productivity with automated course assignment, registration, tracking and reporting. Improved departmental/business outcomes by identifying and developing employee skills and competencies with department/business needs;

Empower and increase employee engagement levels and support recruitment strategies;

Positively impact retention rates by establishing an internal professional development program that provides employees with career paths and a plan for how to get there;

Key contributor to developing a Succession Plan strategy.

The Town will require the selected vendor for this RFP to provide services within the parameters set by this RFP. All pricing of services must be stated as cost per unit of service, if applicable. The Vendor must be able to meet, at minimum, the service requests outlined within this RFP.

All pricing of services must be stated as cost per unit of service. The Vendor must be able to meet, at minimum, the service requests outlined within the scope of services in this RFP.

Scope of Services

This RFP is intended to procure and implement a Learning Management System that will serve as the primary resource for The Town of Westerly's Learning and Development program.

The selected vendor will be expected to work in partnership with the Town of Westerly to perform the following services:

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Administration

- Create a learner experience that encourages user participation, offers easy account set up, self-serve reporting, intuitive/logical navigation to access course content and general information quickly. This is critical to reduce any resistance to e-learning and will support change management initiatives.
- Learner profile/portal must be easily accessible to the end-user and administrator. The learner must be able to access their profile when they sign in, the information must be easy to read and contain information unique to the learner.
- Ability to organize employees into learning groups based upon their job title, tasks, and department/division assignment and is able to link training options to individual performance evaluations.
- Fosters communication and peer-to-peer interaction among learners, managers and leaders to greater exchange of ideas and information.
- Ability to create personalize learning paths that address specific skill gaps and learning needs through a variety of eLearning tools and resources.
- Offers features such as online chats, discussion forums, user groups, built-in messenger, journals, wikis and blogs.
- Ability to assign reports and user groups controls to specific levels of management and leadership within sections, divisions, departments and Townwide and allow/restrict user and course data by setting system privileges.
- Utilize the LMS for compliance training, professional development, product training, link training to annual performance evaluations/SMART Goals, onboarding and succession planning and special announcements. Announcements will be created, modified, and posted on either the Home Page or learner's profile page.
- Technical support for end-users is critical for participation, satisfaction levels, and return rates. Technical support must be accessible, responsive and helpful.

Documentation, Tracking and Reporting

- Analyzes learning patterns by offering a degree of predictive analytics that provides scorecards, dashboards, and program evaluation reports used to compare benchmarks/goals, assess program effectiveness, and demonstrate the impact of learning on business or HR goals.
- Create customer reports, ad-hoc and standard system reports that will develop key metric reports to share with leaders and key stake holders.
- Ability to generate reports including but not limited to Activity Reports, Course-wise Status Reports, Course Completion Reports, Participation Reports, Evaluation Reports, User Details Reports, Course Accessing Time Log Reports, Activity Reports, and Quiz/Assessment Reports.

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- Offers a Learner, Manager, and Administrator Dashboard that tracks training progress, completion rates, required prerequisite and continuing education courses, and certificates and certifications.

Content and Content Delivery

- Content catalog must consist of topics that reflect the work produced by our workforce and demonstrates an alignment with the Town's goals and business objectives. Course topics must include, but not limited to, Business Skills, Compliance, Cybersecurity, Technology (i.e. Microsoft office applications), Certifications, Industry Specific, Leadership and Management, General Professional Development, DE&I, and Workplace Safety. Provide a complete list of your course catalog.
- Content must be searchable in a variety of ways. Content Catalog should identify new, popular and featured content as applicable.
- Blended learning is a critical learning modality. The LMS solution must be able to manage all aspects of training programs that go into blended learning.
- Provides content delivery that allows for both off-the-shelf content and custom-built content.
- Publishing/Uploading Content. Upload SCORM and AICC customer content without vendor assistance. Upload to a staging area before content goes live.
- Learning is different for everyone. The following learning modalities must be used to deliver content: self-paced e-learning, Instructor-led in-person, Instructor-led Virtual classes, webinars with recording capabilities, Supplemental training materials, Blended-learning, micro-learning, videos and External Content.

Integration, Data Migration

- Product must be able to integrate with other Human Capital Management (HCM) systems such as HRIS, performance management, payroll and Applicant Tracking Systems (ATS); including data migration.

Platform/Connectivity

- Deliver training and learning resources from one centralized platform that offers a cloud-based solution.
- Accessibility across devices. Learners must be able to access courses and information on different devices and operating systems: PCs (Windows, iOS, Chrome book), tablets, Smartphones.

IT Requirements

- Must be Cloud based, 100% deployable across multiple domains and scalable to our increasing requirements.

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- Technical Support - State-side call center available 0700hrs to 2100hrs EST.
- Upgrades and Patches: Must be transparent to the End User; Performed by the company, to include all applicable testing; at no additional cost to the Town.
- Security - Must have two factor authentication.
- Data - all data is the property of the Town of Westerly; all data will be extracted and provided to the Town of Westerly upon the completion of this contract.
- Disaster Recovery - Provide a description of your disaster recovery plan in writing; must have recovery time of no more than four (4) hours; must have recovery point of zero (0) lost data; DRI certified personnel on your staff.
- Maintenance – vendor must provide a proactive continuous maintenance schedule on the LMS application; provide a description of your system maintenance schedule; including details involving down time and notifications.
- Ability to import Employee list to create user accounts for all users in the organization. Must be able to provide multiple options for importing user data. Must be able to create user accounts without email address.

The Town reserves the right to modify the scope of services at any time before execution of a contract to add, delete, or otherwise amend any item(s), as it deems necessary, in its sole judgment, and in the best interest of the Town.

Project Schedule and Deliverables

The Town reserves the right to modify the list of deliverables at any time before execution of a contract. The Town reserves the right to add, delete, or otherwise amend any report or other deliverable, as it deems necessary, in its sole judgment, and in the best interest of the Town.

- A. The Town reserves the right to add related services as needed.
- B. Unless otherwise expressly provided, the term of the Agreement shall begin upon its date of execution and, unless extended by Town or unless sooner cancelled or terminated under the provisions of the Agreement, shall expire when all required deliverables have been submitted to and approved by the Town and all other Services have been satisfactorily performed and accepted by the Town (“Term”).

Proposal Requirements

Timetable

- The fees submitted also must be guaranteed for one year with the option to renew for two additional one-year terms at the Town’s discretion.

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Proposal Submission Requirements

➤ Vendor's experience/ demonstrated performance

A detailed description of the vendor should be presented. This description should include the Vendor's history, experience, and summary of other services provided. A list of pertinent clients and references from those clients must be included to illustrate the Vendor's past performance.

➤ Key management

The Vendor's management must be identified, as well as the key staff assigned to this service. This information should include the resumes of pertinent individuals. In addition, a list of job descriptions of personnel assigned to these services should be listed.

Each proposer shall submit its proposal(s) in the number, form, and manner, and by the date and time and at the location required as follows: an original and three (3) complete duplicates of your technical proposal and your fee proposal, in hard copy and an electronic searchable PDF copy via e-mail. Submit the technical proposal and the fee proposal in separate sealed envelopes, marked appropriately on the outside and, if possible, enclosed in one package. No proposals will be accepted after that date and time unless the Town extends the deadline by a written addendum.

Sealed proposals may be mailed or delivered to the address above and must be identified on the outside of the envelope(s) as: **"23-44 RFP Learning Management System"**

The selected provider will be notified as soon as practical after analysis of all proposals required in compliance with this request. The Town reserves the right to review details of services with potential vendors to ensure system compatibility prior to contract award. **The Town may conduct Finalist meetings the week of TBD, 2023.**

It is anticipated that the contract will be awarded no later than **July 1, 2023**.

➤ Each Proposer shall provide all information requested in this Request for Proposal. The proposer must organize its proposal package to address each of the elements in this RFP. The proposer should carefully read all instructions and requirements and furnish all information requested. If a Proposal does not comply with all terms, conditions, and requirements for submittal, the Town may consider it unacceptable and may reject it without further consideration.

➤ The Town wishes to promote the greatest feasible use of recycled and environmentally sustainable products and to minimize waste in its operations. To that end, all proposals should comply with the following guidelines: Unless absolutely necessary, copies should minimize or eliminate use of non-recyclable or non-re-usable materials. Materials should be in a format permitting easy removal and recycling of paper. A proposer should, to the extent possible, use products consisting of or containing recycled content in its proposal including, but not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Do not

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submit any or a greater number of samples, attachments or documents not specifically requested.

- Each proposer must provide a searchable PDF file of their proposal.

Term of Proposal's Effectiveness

- By submission of a proposal, the Proposer agrees that its proposal will remain effective and eligible for acceptance by the Town until the earlier of the execution of a final contract or 120 calendar days after the proposal submission deadline.

Execution of a Contract

- The Successful Proposer shall, within ten (10) business days after receipt of a contract prepared by the Purchasing Agent, exclusive of Saturdays, Sundays and holidays, execute and return the contract to the Town together with evidence of proper insurance and intent to conform to all requirements of the contract. Attached hereto or which are a part hereof and all applicable federal, state and local laws and ordinances prior to or at the time of execution of the contract.

"Short-listing"

- The Town reserves the right to select a limited number (a "short list") of Proposers and may request the vendor to make an oral presentation of their qualifications, proposed services, and capabilities. The Town will notify the Proposers selected for oral presentations in writing.

Anticipated Proposal Processing

| | |
|-----------------------------------|-------------------|
| Issue Request for Proposals | January 25, 2023 |
| Deadline for Submitting Questions | February 7, 2023 |
| Deadline for Submitting Proposal | February 15, 2023 |

Qualification for Proposal (Vendor Qualifications)

- a. Vendor must be able to demonstrate extensive experience in implementation of a Learning Management System for similar scale projects.
- b. Vendor must present a Learning Management Solution suite that includes both a Learning Management System (LMS) and a Learning Content Management System (LCMS)
- c. Vendor must be independent in its work for the Town of Westerly and ensure the best interests of the Town of Westerly are protected.
- d. Vendor must have a minimum of five (5) years' experience working with large public sector employers.

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- e. Vendor must indicate project management staffing availability during the implementation of the Learning Management System.
- f. Vendor must submit a Project and Implementation Plan Outline
- g. Vendor will be required to conduct Weekly Progress Meetings and provide Weekly Progress Reports, and Monthly Status Reports during the implementation phase.

Proposal Contents

Each proposal shall include the following parts in the below order. Please separate and identify each part by tabs for quick reference. Each proposal should be organized so as to facilitate its evaluation.

Cover Letter

- The cover letter shall identify and introduce the Proposer and provide other general information about Proposer's business organization including, at least, in one or more attachments or in the Proposal, Proposer's name, principal address, federal ID number, telephone and facsimile numbers, and e-mail address.
- If a corporation, provide the state of incorporation, and the full name, title, and experience of each high level corporate officer. If the Proposer is not a Rhode Island corporation, please state whether or not the Proposer is qualified to do business in the State of Rhode Island as a foreign corporation. A foreign corporation must provide evidence, prior to execution of a contract, that is qualified to do business in the State of Rhode Island or it must register with the Rhode Island Secretary of State.
- If the Proposer is a sole proprietorship, state the name of the proprietor doing business.
- If a partnership, state the full name, address and other occupation, if any, of each partner; whether the partner is a general or limited partner, and whether active or passive; state each partner's experience and the proportionate share of the business owned by each partner.
- If a joint venture, state the name of each firm participating in the joint venture and each principal officer of each firm; each officer's experience and the proportionate share of the joint venture owned by each joint venture partner.

Executive Summary

- The Executive Summary should provide a complete and concise summary of Proposer's background, area(s) and level(s) of expertise, relevant experience and ability to meet the requirements of this RFP. The Executive Summary should briefly state why Proposer is the best candidate for the engagement. The Summary should be organized so it can serve as a stand-alone summary apart

from the remainder of the proposal.

Exceptions (to be listed on the Bid Proposal page)

- Proposer shall itemize any exceptions it has to the RFP. If it has no exceptions to or deviations from any part of this RFP, it shall so state on the “Exceptions” page. If no deviations or exceptions are identified, Proposer understands that if the Town accepts the Proposer’s proposal, it must comply with and conform to all of the requirements of the RFP.

Qualifications

- In the Qualifications section, each Proposer should state in detail its qualifications, and experience, and how its services and/or products are unique and best suited to meet the requirements and intent of this RFP. Proposer may include as much information as needed to differentiate its services and product(s) from other Proposers. At a minimum, please include, the following:
 - How Proposer meets or exceeds qualifications;
 - A description of the nature of the firm’s experience in providing the service(s) and/or product(s) sought by this RFP and state the number of persons currently employed for such purpose;
 - The total number of such engagements and the clients comparable to the Town for which the firm has provided like or similar services within the last five (5) years;
 - The name, location, and date of all Proposer’s agreements for like services that have been terminated, canceled, or suspended prior to completion of the engagement or expiration of the full term within the past five (5) years, and any judgment terminating, or any pending lawsuits or unresolved claims or disputes for damages or termination of such agreements within the past five (5) years; and
 - The names and addresses of at least three (3) current references (one (1) large group client and two (2) public sector clients) and two (2) past clients for the firm’s professional capabilities. Include the name, e-mail address, and telephone number of a contact person.

Proposed Services

- Proposer shall describe in detail how Proposer’s management and operating plan for delivery of the services for the engagement or project will achieve the intent and goal(s) of the RFP. In its response to this sub-section, Proposer shall provide or describe:
 - An organizational chart specific for the proposed engagement or project management implementation team;
 - Resumes of key management personnel;

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- An operational plan describing in detail how Proposer will achieve the intent and purpose(s) of the engagement or project;
- A detailed narrative addressing the requirement of each Section under the **Scope of Services**: Administration; Documentation/Tracking & Reporting; Content & Content Delivery; Integration & Data Migration; Platform/Connectivity and Security and Stability.
- A detailed description of the professional services/training to be provided, especially during the implementation phase, as well as, ongoing technical support for users;
- Trouble shooting/follow-up protocols;

DRAFT PROJECT & IMPLEMENTATION PLAN

- Vendor shall submit a draft project and implementation plan that describes how the vendor will manage the implementation of the system selected through this RFP. See Attachment A. *Project and Implementation Plan Outline* for a description of the draft plan the vendor will be expected to provide as part of its response. Please include an approximate timeline and identify what will be required of the Town of Westerly and what will be done by the vendor.

Preliminary LMS Delivery Schedule

| Deliverable | Format |
|----------------------------------------------------|----------------------------------------------------------------------|
| Project Kick-off Meeting | Virtual meetings |
| Project Implementation Plan (Attachment A) | Smartsheet, MS Project, MS Excel, MS Word and/or another file format |
| Testing | Access to test site |
| Training Plan & Schedule for System Administrators | Smartsheet, MS Word or another file format |
| Training manuals & Other Materials | Vendor Format |
| Ongoing Progress Reports | MS Word or another file format |

Environmental Sustainability

- Describe how the proposed services/project/solution incorporated environmental sustainability

Fee Proposal

- See Attachment C, *Project Pricing*, for details of the Proposal Fee.
- **Proposer should submit their fee proposal for all its services in a separately sealed envelope clearly marked on the outside.** Itemize the fee by project phase or other divisible unit completed, in dollars and percentage, or by deliverable. Proposer shall provide its best estimate of expenses including, but not

limited to, travel and associated expenses. No qualification of the financial offer will be accepted. The fee proposal shall be a firm and final amount including the costs and expenses for all anticipated services.

Financial Information

- The Proposer shall include the following financial information:
- Balance sheet and income statement for the last two (2) fiscal years, prepared in accordance with generally accepted accounting principles, reflecting the current financial condition of the Proposer. If a publicly held corporation, the Proposer should provide in lieu of the foregoing: consolidated financial statements as submitted to the Securities and Exchange Commission (“SEC”) on Form 10K, the most recent Form 10Q, and any Forms 8K filed with the SEC in the last 12 months.
 - Owners of closely held corporations must submit a personal financial statement, current to within six (6) months of the proposal date;
 - Ownership of the Proposer. If the Proposer is a corporation and its outstanding stock is held by fewer than 10 persons, the name and residence address of each shareholder and his/her shares of outstanding stock must be listed.); and
 - Three bank and three trade references.

Proposal Evaluation; Selection Criteria

Evaluation Methodology

- Proposals will be evaluated by the Town of Westerly. The following will serve as the basic criteria for the selection of the vendor:
 - Understanding of the scope of work and requirements of the Town, including the ability to support the procurement, implementation and adoption of a new LMS, while assisting the Town’s LMS project management in navigating the messaging to proactively manage Change/Apprehension from employees, and other key stakeholders.
 - Qualifications and experience of the company;
 - Public sector experience;
 - The scope of the services offered;
 - References; and

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- Fee for services

Scoring of Proposals

The Town will score each Proposal in each of the following categories.

| TECHICAL SECTION | |
|----------------------------------------|-----------------------|
| Description | Maximum Points |
| Cover Sheet/Cover Letter | 12 |
| Executive Summary | 15 |
| Draft Project & Implementation Plan | 15 |
| Proposed Services & Quality of Product | 15 |
| References | 13 |
| Total Technical | 70 |
| COST SECTION | |
| Cost Proposal | 30** |
| Total Technical and Cost | 100 |

**Low bidder automatically receives 30 points all other bidders are assigned points based on the following formula:
$$\text{low bid/your bid} * 30$$

Project and Implementation Plan Outline

a. KICK OFF MEETING

- i. Identify all vendor Points of Contact (POCs) and roles.
- ii. Methods of communications, email, phone, face-to-face, etc.
- iii. Format and frequency of regular team meetings; weekly progress reports and monthly project status reports.

b. SCHEDULE MANAGEMENT

- i. Create a project schedule. Within the initial schedule, provide a breakdown for each task and estimated time allowance during the LMS configuration, implementation and testing cycle.

c. CHANGE MANAGEMENT/SCOPE MANAGEMENT

- i. Describe your change management procedure; address process for handling schedule changes, cost associated with changes and agreement protocol.

d. QUALITY MANAGEMENT

- i. Propose deliverable review process for use on this project and agreement of acceptance of criteria for each deliverable.

e. RISK MANAGEMENT

- i. Identify all risks (scope/schedule/cost/staffing/etc.) at outset of project, together with a strategy for each negative risk.
- ii. Also identify any possible opportunities ('positive risks') that may exist and how these may be exploited.
- iii. Monitor risks during course of project and report status and update of each in status meetings. Newly arising serious risks must be reported immediately.

f. BRANDING AND CUSTOMIZATION

- i. Provide samples of branding customizations.
- ii. Provide description and samples of icon designs and/or visual markers for identification for content organization and other feature identification, if applicable.
- iii. Describe the degree of customization available as part of your standard LMS/LCMS offering in relation to the Town of Westerly's technical requirements.

g. MIGRATION OF THIRD-PARTY APPLICATIONS

- i. Describe the migration available as part of your standard LMS/LCMS offering in relation to Town of Westerly's technical requirements.
- ii. If custom integration is required, explain your integration process.

h. TESTING ENVIRONMENT

- i. Describe your testing environment that will allow Town of Westerly/HR to test your LMS implementation with Town of Westerly/HR data.
- ii. Based upon your implementation plan, when will the testing environment be available and how long will it be available to Town

of Westerly/HR.

- iii. Describe your environment that will allow Town of Westerly/HR staff to perform testing of upcoming courseware and/or customizations before they are accessible to learners.

i. TRAINING PLAN

- i. Provide comprehensive Administrator training to designated Town of Westerly/HR staff for purposes of administering the system following the conclusion of the implementation project.
- ii. Describe your plan and the schedule for training Town of Westerly/HR Administrators.
- iii. Describe materials you will provide for learner training, such as job aids, reference guides and/or any other materials, and editable templates that can be modified for learners.

j. STAFFING

- i. Describe your process for assigning staff to this project and managing staff turnover/change.
- ii. Town of Westerly must be notified well in advance of any proposed vendor staffing changes, and a seamless transition to the new staff member be performed by the vendor.
- iii. Describe any sub-contractors you plan to utilize and how they will be recruited and managed.

k. IMPLEMENTATION COMPLETION AND SUPPORT

- i. Assist the Town of Westerly in finalization of all deliverable sign-offs; final invoice submissions for implementation costs, if any; and any project implementation completion sign-offs.
- ii. Describe your procedures for on-going LMS/LMCS support for Town of Westerly/HR administrators, after go-live. Include methods of communication, response times, availability, and other support standards.
- iii. Describe the vendor process for handling Town of Westerly/HR requests for adjustments and/or additional custom functionality after go-live.

Questionnaire

1. Please provide the legal name and address of your organization.
2. Please outline your ownership structure. Please provide names and brief descriptions of all parent or affiliate companies. Please describe any merger or acquisition activity within the past 36 months or any such changes currently under consideration.
3. Please indicate which states you currently:
 - a. Are licensed to provide services addressed in this RFP
 - b. Have offices or other facilities
4. Have you had any licenses revoked, terminated, expired or not renewed within the last five years?
5. Has your organization been involved in any lawsuits during the last five years? If yes, please indicate:
 - a. Number and nature of matters involved
 - b. Resolution / status of cases
6. Please provide the following information about your organization
 - a. Total number of employees
 - b. Number of employees dedicated to the consulting services you are proposing
7. Please provide a brief resume for each of your senior management/partners including education, professional experience, tenure with your organization, etc.
8. Please describe your errors and omissions liability coverage
9. Please describe your bonding coverage current in effect.
10. Is your organization currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, please specify date(s) details, circumstances and prospects for resolution.
11. Is your organization currently, or during the past 36 months, under any form of special supervision by any state or federal entity?

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1. Please provide the name and qualifications of.
 - a. The lead consultant will be assigned to the Town of Westerly
 - b. Team members who will be assigned to the Town along with their job titles, job descriptions, educational experience and qualifications
2. Please provide the names and addresses of at least three (3) current references (one (1) large group client and two (2) public sector clients) and two (2) past clients for the v's professional capabilities. Include the name, e-mail address, and telephone number of a contact person.
3. Detail your experience with implementing LMS/LCMS products to current public sector clients including their names and scope of services you perform/performed for them.
4. How long has your product been on the market? Are there any prestigious awards? What is the most significant upgrade/improvement you've made to your LMS/LCMS in the last two-years?
5. Describe in detail the type of learner experience and benefits each of the following groups can expect from using your LMS/LMCS.
 - a. Frontline Employee
 - b. Management (as an individual employee and one with supervisory responsibilities)
 - c. Administrators (all of the above + responsibilities for analytics, trends, measures and outcomes)
6. Describe how your LMS can be used to support our Town's Performance Management program in ways that include, but are not limited to performance goal attainment, career paths, succession planning and performance improvement plans.
7. Describe the learning data analytics (built-in assessment tools, dashboards and reports) your LMS/LCMS can offer to:
 - a. deliver a more personalized learning experiences for employees;
 - b. support management's ability to oversee subordinate's activities, requirements, progress and professional development.
 - c. provide Administrators with the functionality needed to track, analyze and measure outcomes to produce ROI and ROV strategies.
8. Content catalog must consist of topics that reflect the work produced by our workforce and demonstrates an alignment with the Town's goals and business objectives. Given we are a diverse workforce that represents jobs ranging from semi-skilled, skilled, technical, and professional; outline the course content you offer by categories and provide a course list.
9. What the learning modalities are used to deliver content? How

- are they most commonly applied and for what purpose?
10. Content must allow for both off-the-shelf and custom-built content. Describe you process for uploading custom-built content. Can content be uploaded without vendor assistance?
 11. Is your solution Cloud based? What is the scalability of your solution?
 12. Does your company perform all upgrades, patches and testing? And is there an additional cost to the Town?
 13. Does the Town of Westerly maintain ownership of all data? How do you provide the data to the Town of Westerly upon completion of the contract?
 14. Please describe your Disaster Recovery Plan in detail.
 15. Describe what privacy controls are in place to protect personal information, credentials, data transmission, encryption. Does your company adhere to ISO 27000 standards?
 16. What systems can you have two-way communications with?

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ATTACHMENT "C"

Bid Form

“THIS FORM MUST BE COMPLETED AND SUBMITTED IN A SEPARATE SEALED ENVELOPE”

RFP NUMBER: 23-44

RFP NAME: Learning Management System

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

(\$ _____)

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

Project Pricing

Please refer to the following table in submitting your cost proposal.

| Task/Service | Description of Cost | Cost |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Implementation of LMS, which includes branding, configuration, third-party integrations, and data transfer (including courseware, learners and learning history) | If you charge an implementation fee, please provide a Firm Fixed Price (FFP) for the following, (1) branding and configuration, (2) integrations, and (3) data transfer. | \$ _____ |
| Hosting Cost, if applicable | Please provide costs, if any | \$ _____ |
| Training System Administrator(s) | Please provide your cost for training, if any | \$ _____ |
| Customization of functionality after go-live date, such as customer reports | Please describe how you estimate cost for developing custom functionality | Indicate cost per labor category** \$ _____ |
| On-going LMS/LCMS support for Town of Westerly/HR Administrators, after go-live | Please provide the cost for on-going LMS/LCMS support for COC Administrators, if any | \$ _____ |
| Licensing or Subscription Fees | Provide cost per user per year | \$ _____ |
| Testing | Provide cost, if applicable | \$ _____ |

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| | | |
|----------------------------------------------------------------|----------------------------------------------------------------------------------------------------|----------|
| Fees associated with Content Management | Provide cost, if applicable | \$ _____ |
| Software Maintenance Fees, following the implementation period | Please provide the maintenance cost for implementing new versions of the LMS/LCMS software, if any | \$ _____ |

**Prevailing Wages may apply see: SAM.gov

Delivery: _____ calendar days after receipt of order.

Number of Years Warranty included: _____ Years

The below stated Supplier agrees to provide all materials, equipment, supervision and all activities required to provide a complete scope of work as defined in this Request for Proposal, 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 Proposal, together with all documents, specifications, and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Proposal supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, for this scope of work.

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The lump sum bid price above, excludes applicable sales and or use taxes; includes all insurance premiums; and includes all shipping/transportation costs, if applicable. The submitted pricing for this scope of work shall remain firm until July 31, 2023 from date of submission.

Company Representative

Print Name: _____

Authorized Signature: _____

| | | | | |
|-----------|--------|------|-------|-----|
| Telephone | Street | City | State | Zip |
|-----------|--------|------|-------|-----|

Email: _____

Date: _____

Company Name: _____

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ATTACHMENT "D"

INSTRUCTIONS TO BIDDERS (FOR CONSTRUCTION/SERVICES)

PURCHASING DEPARTMENT

1. **Submission of Bids**

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

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5. **Addenda and Interpretations**

No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations must be in writing.

All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The Town/School is not responsible for information obtained from any other source. It is the responsibility of the Bidder to check the website for any and all information regarding the request to bid.

6. **“Or Equal” Bidding**

When the name of a manufacturer, a brand name, or manufacturer’s catalogue number is issued as the bid standard in describing an item followed by “Or Equal” this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer’s name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Town of Westerly/Westerly Schools or by person or persons designated by him, that his/her designated substitute is equal to the bid standard: otherwise, his/her bid will be declared “No Bid” insofar as the item in question is concerned.

7. **Award and Contract**

Unless otherwise specified, the Town of Westerly/Westerly Schools reserves the right to make award by item or items, or by total, as may be in the best interest of the Town; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal.

A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Contract shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

8. **Equal Employment Opportunity Policy Statement**

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the Town of Westerly/Westerly Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly/Westerly Schools is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the Town/Schools with goods and services necessary for routine and emergency operations. The Town of Westerly/Westerly Schools will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions,

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predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

9. **Standard Insurance and Indemnification Requirements (for Construction/Labor Services)**

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

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- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

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

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

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

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

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

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mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

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

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

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

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

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

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

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

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

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

Town of Westerly/Westerly Schools reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

10. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized

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agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

11. Wage Rates (for on-site construction labor services)

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. See SAM.gov.

12. Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

13. Priority of Terms and Conditions

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

14. Public Copy

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

Bidders may redact in the public copy any trade secrets or commercial or financial

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information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day. Bids may be opened publicly in Town Hall or Babcock School shortly after Bid receipt.

15. Binding Contract

A binding contract between the Town of Westerly/Westerly Schools and the successful bidder will be formed by the issuance of the Westerly Standard Agreement from the Purchasing Department, *and only by the issuance of a Purchase Order for billing purposes, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed or Contract and, in addition, an authorization from the department.

16. DISCLAIMER

- a. The Town reserves the right to amend, cancel or withdraw the Request for Proposal at any time if it is deemed in the best interests of the Town to do so. The Town reserves the right to reject any, or any part of, or all proposals, to waive informalities and technicalities, and to accept that bid proposal which the Town deems to be in the best interest of the Town, whether or not it is the lowest dollar bid.
- b. The Town is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
- c. All proposals submitted, and information included therein or attached thereto shall become public records upon their delivery to the Town. All documents created by the respondent during the completion of their contract requirements shall become the property of the Town, including any databases and information systems that are created.
- d. The information contained in this RFP and attachments, hereto, and any addendum that may be issued, are provided to assist prospective Bidders in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the Town and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Bidders.

17. Background Investigation Check for Construction Contractors and Sub-Contractors

Prior to the start of work on any Westerly Public Schools site, all construction contractors and other vendors supporting construction projects including but not limited to construction managers, company owners, architects, engineers, specialty contractors, subcontractors and personnel for the same shall be subject to national and state criminal background checks to determine suitability for performing work at a Westerly Public Schools site. No personnel shall work at a Westerly Public Schools construction site that has been identified as a sexual predator, convicted of a serious offense or convicted of a crime in the last three

years.

The contractor or vendors supporting construction projects shall screen all personnel on the national and state level and/or other appropriate sexual predator database. Contractors and sub-contractors must conduct a sexual predator screening of all personnel. All personnel are required to wear badges with a picture, employees name and name of contractor.

Contractors and other vendors supporting construction projects shall be required to complete the background check and to pay the processing and maintenance fee required for all the appropriate background checks. **Contractors should not expect these background checks to be completed by the Westerly Police Department.** Failure to meet policy requirements may result in a stop work order and/or revocation of the contract.

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Appendix A Bidder Certification Form

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

Rules for Submitting Offers

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

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

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

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

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

PRICING. Offers are irrevocable until July 31, 2023 from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para1, as amended.) The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

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

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the Town of Westerly/Schools for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerlyri.gov or appearing in person at Westerly Town Hall, Purchasing Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the Town's sole option.

BID SURETY. Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town/School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly/Westerly Public Schools, no claim for payment for services rendered or goods

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delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Town/Schools PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the Town of Westerly/Westerly Public Schools contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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

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

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

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the Town/Town's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

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ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___ 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___ 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___ 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___ 4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___ 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly may be disregarded and shall not be binding on the Town of Westerly.

___ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

___ 7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly Purchasing Agent in writing of such circumstance.

___ 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any

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contract arising from this offer.

___ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly, including the offer contained herein.

___ 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws§ 37-2.5-3, as a person or entity engaging in investment activities in Iran described in§ 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___ 12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

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

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

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

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS
CONTRACT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, by and between **TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS, ("TOWN")** and the party identified below as **CONTRACTOR** and effective as of the _____ day of 2023,

CONTRACT/P.O. NUMBER:
PROJECT NAME:

RESOLUTION No.
RFP No.

| | |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONTRACTOR: CONTRACTOR REPRESENTATIVE: PHONE: E-MAIL: | TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS 45 BROAD STREET WESTERLY, RI 02891 TOWN/SCHOOL REPRESENTATIVE: Eileen Cardillo PHONE: 401-348-2599 E-MAIL: ecardillo@westerlyri.gov |
|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

ARTICLE 1: ENGAGEMENT:

1.1 TOWN hereby engages and CONTRACTOR hereby accepts the engagement to perform and provide the Work set forth in Exhibit A hereof and incorporated herein, in accordance with the terms and conditions of this CONTRACT.

1.2 CONTRACTOR shall perform the Work as an independent Contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this CONTRACT. This CONTRACT is not intended, and shall not be construed to create, between TOWN and CONTRACTOR, the relationship of principal and agent, joint venture's, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent engaged by CONTRACTOR shall be, or shall be deemed to be, an employee or agent of TOWN.

1.3 This CONTRACT shall be construed and governed by the laws of the State of Rhode Island. CONTRACTOR represents that it is duly authorized to do business in all locations where the Work is to be performed, it has the knowledge, license, certification, capability and expertise to act as the CONTRACTOR and will evidence said authorization, license, certification and capability to TOWN upon request.

1.4 Prior to commencement of the Work, CONTRACTOR shall provide, and maintain in full force and effect during the term of this CONTRACT, the insurance coverage upon CONTRACTOR's operations hereunder as specified in the Exhibit C. CONTRACTOR shall not be allowed to commence the Work until the original insurance certificates required by Exhibit C have been furnished to TOWN Purchasing Agent.

ARTICLE 2: TIME OF PERFORMANCE:

2.1 CONTRACTOR shall prosecute and complete all Work under the CONTRACT in accordance with the schedule in Exhibit A.

ARTICLE 3: COMPENSATION/TERMS OF PAYMENT:

3.1 As full consideration for the complete, satisfactory and timely performance by CONTRACTOR of the Work contemplated by this CONTRACT in strict accordance with the requirements hereof, TOWN shall pay to CONTRACTOR the amount as agreed upon in Exhibit A and in accordance with the payment terms and conditions established by the CONTRACT Documents.

ARTICLE 4 : CONTRACT DOCUMENTS :

4.1 This CONTRACT shall consist of the following documents ("CONTRACT Documents") which are acknowledged by CONTRACTOR and incorporated herein by this reference:

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SCOPE OF WORK EXHIBIT A Pages 1 through 2

GENERAL CONDITIONS EXHIBIT B Pages 1 through 2

INSURANCE REQUIREMENTS EXHIBIT C Pages 1 through 2

4.2 The documents referenced in sections 4.1 and 4.2 constitute the entire CONTRACT between TOWN and CONTRACTOR and supersede all prior and contemporaneous negotiations, statements, representations, agreements, letters of intent, awards, or proposals, either written or oral. This CONTRACT may be modified only by a written instrument signed by both parties.

4.3 In the event of any inconsistency between the provisions of the CONTRACT Documents, the inconsistency shall be resolved by giving precedence in the order listed below.

4.4.1 CONTRACT Agreement

4.4.2 Exhibit D, General Conditions

4.4.3 Exhibit A, Scope of Work, Schedule of Services & Payments, including all Attachments.

4.4.4 _____

4.4 The Effective Date set forth on this page of this CONTRACT shall be the date as which all CONTRACT Documents and provisions thereof have reference for purposes of coordination of their meaning and effect. The price relates to the Work as described in the Contract Document in their condition on that date. Changes after the Effective Date will be dealt with in accordance with the provisions for changes. Any work commenced and any payments made pursuant to an Award or Letter of Intent shall be deemed to have been done and paid after the Effective Date and under the terms of this CONTRACT.

Performance & Payment Bonds: Yes: No:

The CONTRACTOR shall furnish, within twenty (20) calendar days after the date of notice of award of contract by the TOWN, Performance and Payment Bonds in the amount of 100% of the Bid amount covering the faithful performance of the contract. The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island or which is approved by the TOWN. The Bond will remain in effect throughout the warranty period.

TOTAL PAGES ATTACHED (INCLUDING EXHIBITS): 8

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date and year first above written.

**THE TOWN OF WESTERLY/
WESTERLY PUBLIC SCHOOLS**

CONTRACTOR

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Title: _____
(Print)

Title: _____
(Print)

Date: _____

Date: _____

TOWN MANAGER

By: _____
(Signature)

Name: Shawn M. Lacey
(Print)

Date: _____

SCOPE OF WORK, SCHEDULE OF SERVICES & PAYMET - EXHIBIT A

Article 1: SCOPE OF WORK

- 1.1 *Description:* Except as otherwise expressly provided herein, CONTRACTOR shall provide each and every item of cost and expense necessary for:
 - 1.1.1 ENTER GENERAL SCOPE TITLE**
- 1.2 *Specific Elements:* The Work shall include but shall not necessarily be limited to, the following:
 - 1.2.1 ENTER DETAILED SCOPE DESCRIPTION**
- 1.3 The Work shall not include:
 - 1.3.1 ENTER WORK NOT INCLUDED OR MARK AS N/A....**

Article 2: PERFORMANCE PERIOD/SCHEDULE

- 2.1 **Term:** CONTRACTOR shall commence the Work on **TBD**, and shall prosecute the Work diligently and shall complete all Work not later than **TBD**. **Milestones:** Specific scheduling milestones and coordination requirements are as follows:
 - 2.1.1
- 2.2 *Time of Essence:* Time is of the essence in the performance of this Work. CONTRACTOR shall make whatever adjustments in working hours, manpower, equipment, etc. deemed necessary to complete the Work in accordance with the term of the CONTRACT and the specific schedule requirements hereof.
- 2.3 *Construction Schedule:* Specific scheduling and coordination requirements are as follows:
 - 2.3.1 CONTRACTOR shall prepare and submit to TOWN a Construction Schedule for review and acceptance on or before the 10th day after execution of this CONTRACT. The schedule shall be in conformance with the CONTRACT Documents and shall be in sufficient detail to be used as a basis to track the progress of the Work. TOWN and CONTRACTOR will review the proposed schedule. Any revisions resulting from this review shall be resubmitted to TOWN within 7 days.
 - 2.3.2 CONTRACTOR shall also provide at the same time as the proposed Construction Schedule, a

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Schedule of Values of the Work upon which payments will be measured. The Schedule of Values will include quantities and proposed billing amounts of items aggregating the total CONTRACT price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction.

- 2.3.3** CONTRACTOR, in conjunction with TOWN's Project Manager, shall update the schedule at 2 week, or other intervals requested by TOWN

Article 3: REPORTING REQUIREMENTS

- 3.1 Progress Report: CONTRACTOR shall submit a monthly progress report comparing actual progress to planned progress and shall attend periodic progress review meetings.

Article 4: DATA REQUIREMENTS

- 4.1 Submittals:

- 4.1.1 CONTRACTOR shall prepare shop drawings, supply catalog cuts and provide all other pertinent literature for CONTRACTOR furnished materials and equipment. CONTRACTOR shall submit one (1) reproducible original and three (3) copies of this data to TOWN for review prior to any purchase or fabrication. If shop drawings show any deviation from the Work requirements, CONTRACTOR shall make specific mention of the deviations in its letter of transmittal.

Article 5: TOWN FURNISHED ITEMS

- 5.1 TOWN shall furnish and deliver, or cause to be delivered, to the Jobsite the following equipment, goods or material:
5.1.1
5.2 CONTRACTOR shall be responsible for receiving, unloading, unpacking, inspecting, verifying receipt, maintaining, protecting, and installing TOWN furnished items.

Article 6:

CONTRACT PRICE

- 6.1 TOWN agrees to pay CONTRACTOR for complete, satisfactory and timely performance of the Work, in strict accordance with the requirements hereof, the firm fixed price of \$ **\$0.00**.

INVOICES

- 6.2 CONTRACTOR's invoices must be submitted to TOWN for approval.
6.2.1 CONTRACTOR's invoices shall:
6.2.1 Reference the job name.
6.2.2 Reflect the CONTRACT Number/Purchase Order Number.
6.2.3 Be accompanied by other supporting documentation as TOWN may reasonably require.

PAYMENT SCHEDULE

- 6.3 Based upon invoices submitted by the CONTRACTOR in full conformity with the requirements of the contract and approved by the TOWN, the TOWN may make progress payments to the CONTRACT Price to the CONTRACTOR. The period covered by each invoice shall be the calendar month immediately preceding the invoice date and shall be based upon the most recent Schedule of Values.
- 6.4 Final payment, constituting the entire unpaid balance of the CONTRACT Price, shall be made by the TOWN to the CONTRACTOR, when the Work is fully performed in accordance with the requirements of the CONTRACT Documents, IF APPLICABLE and delivery of the following items to the TOWN:
6.4.1 Operation and maintenance manuals
6.4.2 Written warranties for equipment provided
6.4.3 As built drawings
6.4.4 Consent of surety to final payment
6.4.5 Applicable permits and certificates of inspection
- 6.5 If TOWN determines that the Work is substantially complete and that the amount of retained percentages is in excess of the amount considered by TOWN to be adequate for the protection of TOWN, TOWN may, at TOWN's sole discretion, release to the CONTRACTOR such excess amounts. Subject to the other terms and conditions of this CONTRACT, upon satisfactory completion of the Work hereunder, and its final acceptance, the CONTRACTOR will be paid the undisputed unpaid balance of any money due hereunder.

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GENERAL CONDITIONS - EXHIBIT B

These General Conditions are a part of each CONTRACT between TOWN/SCHOOLS and its CONTRACTOR for the performance of the Work identified in the CONTRACT.

Article 1: CONTRACTOR'S OBLIGATIONS

1.1 CONTRACTOR is responsible for obtaining and confirming all measurements and taking all other actions necessary for the technical accuracy, quality and timely completion of the Work in full conformity with all laws, regulations, codes and ordinances and with the CONTRACT Documents. In addition, to ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any TOWN facility or site, and that they comply with such rules.

1.2 CONTRACTOR shall prosecute the Work diligently with sufficient numbers of qualified personnel, equipment, materials and supplies to accomplish the Work and maintain the schedule or restore the schedule. CONTRACTOR shall provide TOWN with a detailed schedule of performance and shall update the schedule as the Work progresses. TOWN shall determine the normal hours of performance. Any special or differing hours shall be subject to the prior written approval of TOWN. TOWN shall have access always to the locations where Work is performed and to all of drawings, data specifications, calculations, documents, test results and specimens, models and other things related to the Work.

1.3 CONTRACTOR shall furnish and be responsible for the ordering and payment of all supervision, labor, supplies, materials, utilities, tools, equipment, facilities, storage, permits, inspections, licenses and all other things necessary or desirable to accomplish the Work except as specified, in the CONTRACT Documents, to be supplied by TOWN.

1.4 CONTRACTOR is solely responsible for the payment of, and shall require its lower tier CONTRACTORS to pay, all assessments benefits, and insurance premiums in connection with the Work.

1.5 CONTRACTOR is responsible for the health and safety of its employees and the employees of its lower tier CONTRACTORS. CONTRACTOR shall comply with all safety programs, practices or procedures, if any, established, recommended or required by TOWN, any governmental or quasi-governmental authorities. Compliance with any same shall not relieve CONTRACTOR of its responsibility described in the first sentence of this section.

1.6 CONTRACTOR shall be responsible for the security of the Work and shall take all reasonable precautions to prevent theft, loss and waste at the Jobsite.

1.7 CONTRACTOR shall always keep the premises and the vicinity of the Work free and clean of all debris and rubbish. If CONTRACTOR fails to commence cleanup within 24 hours of notice from TOWN of non-compliance, TOWN may commence cleanup without further notice to CONTRACTOR and deduct the cost of same from any amount due or to be due CONTRACTOR.

1.8 The CONTRACTOR shall be responsible to perform all work to cause the least inconvenience to the TOWN, and with proper consideration for the rights of other contractors and workmen. The CONTRACTOR shall be responsible for the resolution of all disputes between itself and other trades on the Site and shall be responsible for any cost, expense or delay resulting there from.

Article 2: COMMUNICATIONS & NOTICES

2.1 All of CONTRACTOR's correspondence or communication regarding this CONTRACT shall include TOWN's CONTRACT Number and Work Description, and shall be mailed or delivered to TOWN's Designated Representative.

2.2 Notices of changes, deficiencies, delays, claims or disputes shall be in writing delivered within 3 business days of occurrence or discovery of same, and shall furnish full information to the extent available. The party notified will acknowledge receipt by endorsement of a copy if requested or will otherwise confirm receipt in writing. Sufficient Notice shall be deemed to have been given if made by express courier or mailing via Registered or Certified Mail postage prepaid to the address shown on page 1 of this CONTRACT.

2.3 CONTRACTOR shall not use or release any advertisement, notice or publicity depicting or describing the Work, TOWN at any time, whether before, during or after completion of the Work, without the express prior written consent of the TOWN. No signs (except reasonably necessary warnings) shall be placed upon the Jobsite without TOWN's express prior written approval.

Article 3: CHANGES

3.1 TOWN may from time to time, by written order, and without notice to any surety and without invalidating this CONTRACT, or any portion thereof, make changes in the Work, or the conditions under which it is to be performed, or may increase or decrease the services to be performed. The CONTRACTOR shall not make changes in the Work or its manner of performance without prior written authorization from TOWN. If such changes increase or decrease either the cost or time required to perform the Work set forth in this CONTRACT, then the parties will mutually agree upon an equitable adjustment to the price and/or the time to perform the Work under this CONTRACT. Any such modification to this CONTRACT shall be in writing, shall define the extent of the change, the price or basis of pricing the change, the impact of the change on the schedule, and shall be signed by both parties. CONTRACTOR acknowledges and agrees that it waives all right or claim for compensation for any additional or other work not specifically authorized in writing by TOWN's Designated Representative prior to the commencement of such work.

Article 4: DOCUMENTS

4.1 CONTRACTOR warrants that it has examined and reviewed the CONTRACT Documents and all other documents, schedules, drawings and data applicable to the Work and that CONTRACTOR is thoroughly familiar with the intent, scope and extent of the Work. Should any errors, omissions, defects or inconsistencies appear in such documents, CONTRACTOR shall notify TOWN within 3 business days of discovery and shall not proceed with the affected Work portion until it has brought same to the attention of TOWN and received a written interpretation or instruction from TOWN.

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Article 5: INDEMNITY

5.1 The Contractor guarantees:

- a. To save the TOWN, its agents and employees, harmless from any liability imposed upon the TOWN arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
- b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the town and State of Rhode Island.
- c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

Article 6: SUSPENSION OF PERFORMANCE

6.1 TOWN may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time TOWN may elect. The time for completion shall be extended by a period equal to such suspension. TOWN shall not be liable for any damages, be they direct, consequential or otherwise, suffered by CONTRACTOR due to delays and suspensions. CONTRACTOR shall be obligated to proceed with the work notwithstanding a dispute on reimbursement; such action shall not prejudice either party's claim with respect to reimbursement.

Article 7: TERMINATION

7.1 TOWN may terminate this CONTRACT, in whole or in part, at any time, with or without cause and without serving prior notice. If this CONTRACT is so terminated, CONTRACTOR shall be paid for all services performed to the date of termination including, in the event the termination is not for cause, all reasonable termination expenses, but shall not be paid for Work not performed by CONTRACTOR. Any progress payments made to CONTRACTOR shall be credited toward any termination payment due. Such termination payment will constitute CONTRACTOR's full compensation to which it is entitled under this CONTRACT and CONTRACTOR waives any claim for damages, including loss of anticipated profits, arising out of such termination.

7.2 Upon receipt of a termination notice, CONTRACTOR shall: (a) promptly discontinue all services to the extent directed; (b) take reasonable precautions to protect the Work in process; and (c) deliver or otherwise make available to TOWN all data, drawings, calculations, reports and all other information and materials which have been accumulated or developed by CONTRACTOR in performing this CONTRACT, whether completed or in progress.

7.3 In the event of any termination for cause, TOWN shall be entitled to offset against any monies owed to CONTRACTOR all additional costs, expenses or charges incurred or paid by TOWN in connection with or arising out of such termination. If such additional amounts exceed the monies owed CONTRACTOR, CONTRACTOR agrees to pay to TOWN, within seven (7) days of demand, any such excess.

7.4 In the event of any termination for cause, TOWN shall be entitled to take and use any materials, equipment, supplies or tools furnished by, or belonging to the CONTRACTOR located at the Jobsite.

Article 8: DISPUTES

8.1 All questions arising under this Agreement shall be resolved in the first instance by TOWN's Project Manager. No claim for additional compensation or extension of time shall be considered unless presented to TOWN's Project Manager in writing within ten (10) calendar days after the occurrence giving rise to the dispute. Any claim not satisfactorily resolved by TOWN's Project Manager in the first instance, and which is presented in writing within the time provided, may be appealed by notice in writing to TOWN's Designated Representative within ten (10) calendar days after the Project Manager's initial decision.

8.2 All claims, disputes and other matters in question which are left unresolved after compliance with the foregoing, arising out of or relating to this CONTRACT or the breach thereof, except for claims which have been waived by the making or acceptance of final payment, may be litigated before any court of competent jurisdiction.

8.3 The CONTRACTOR shall carry on the Work and maintain the project schedule during any dispute proceedings, unless otherwise instructed by TOWN.

Article 9: ASSIGNMENT & CONTRACTS

9.1 CONTRACTOR's duties and obligations hereunder are personal and shall not be assignable or delegable by it in any manner. CONTRACTOR's rights and interest hereunder may not be assigned, pledged or otherwise encumbered without the prior written consent of TOWN.

9.2 CONTRACTOR shall not further CONTRACT any portion of the Work without TOWN's prior written consent. In any event, any Contracting by CONTRACTOR shall in no event relieve CONTRACTOR of its responsibilities, obligations or guaranties for such Contracted portions of the Work or anything arising out of such Contracting.

Article 10: PARTIAL USE OR OCCUPANCY

10.1 TOWN may use and occupy any portion of the Work. Such partial use or occupancy shall not imply an acceptance by TOWN of that or any other portion of the Work and shall not relieve CONTRACTOR of the obligation to complete all of the Work strictly in accordance with the CONTRACT.

Article 11: EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION

11.1 Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and

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penalties as shall be established, including but not limited to suspension..

Article 12: WARRANTY

12.1 CONTRACTOR warrants that all materials, equipment and workmanship furnished by CONTRACTOR shall be new, merchantable and fit for the purposes intended by the CONTRACT and shall comply in all respects with the CONTRACT Documents and shall be free of defects for a period of one (1) year from the date of acceptance of the Work or such longer period required in the CONTRACT Documents and the TOWN may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

Article 13: INSURANCE

13.1 CONTRACTOR shall provide and maintain the insurance required by Exhibit C.

Article 14: HEADINGS AND SEVERABILITY

14.1 The headings in the CONTRACT, Exhibits and attachments thereto are for quick reference only and are not to be construed as a part of this CONTRACT.

14.2 If any provision of this CONTRACT is determined to be invalid under any applicable law, such decision shall not affect the remaining portion, which remaining portion shall continue in full force and effect as if it had been executed with the invalid portion eliminated.

Article 15: HAZARDOUS MATERIALS

15.1 A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or which is subject to statutory or regulatory requirements governing its handling, disposal or remediation. CONTRACTOR shall have the same obligations with respect to such Hazardous Materials within the scope of the Work as TOWN may have under the CONTRACT Documents or by law.

Article 16: FOREIGN CORPORATIONS

16.1 In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

Article 17: COLLUSION

17.1 Contractor warrants that he has not, directly or indirectly, entered any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the contract.

Article 18: PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES

18.1 Contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Town for obtaining any contract or award issued by the Town. Contractor further warrants that no commission or other payment has been or will be received from or paid to any third-party contingent on the award of any contract by the Town, except as shall have been expressly communicated to the Town Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the Town of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

Article 19: PREVAILING WAGE REQUIREMENT

19.1 In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

Article 20: FORCE MAJEURE

20.1 All orders shall be filled by the CONTRACTOR with reasonable promptness, but the CONTRACTOR shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the CONTRACTOR and which by the exercise of reasonable diligence, the CONTRACTOR is unable to prevent.

Article 21: PRICING/FREIGHT

21.1 All pricing offered or extended to the TOWN is firm and fixed unless expressly provided for to the contrary. All prices shall be F.O.B. Destination with freight costs included.

Article 22: SAFETY/COMPLIANCE WITH LAWS

22.1 Supplier shall comply with all applicable federal, state, provincial and local laws, executive orders, rules and regulations during performance of this order, including but not limited to the Occupational Safety and Health Act of 1970, as amended ("OSHA"), Workplace Hazardous Materials Information System ("WHIMIS"), Toxic Substances Control Act as amended ("TSCA") Resource Conservation and Recover Act at 1976, as amended ("RCRA"), Clean Air Act of 1990, as amended, and Fair Labor Standards Act of 1938, as amended ("FLSA"). Supplier warrants that (1) all items sold or furnished under this order, including any packaging and labeling, will conform to and comply with OSHA standards and regulations, (ii) such items have been manufactured or furnished in accordance with the FLSA and regulations issued thereunder, and (iii) for each chemical product or product containing a chemical substance purchased under this order, Supplier shall furnish THE TOWN OF WESTERLY/WESTERLY PUBIC SCHOOLS a Material Safety Data Sheet ("MSDS") in conformance with applicable OSHA, WHIMIS, state, provincial and local requirements, unless a current MSDS has previously been submitted by Supplier to THE TOWN OF WESTERLY/WESTERLY PUBIC SCHOOLS.

EXHIBIT C - INSURANCE SPECIFICATIONS

Standard Insurance and Indemnification Requirements

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- H. Certificates of Insurance: The contractor will give the Town/Schools a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Town/Schools to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town/Schools to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- I. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- J. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Town/Schools directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- K. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- L. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- M. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Town/Schools, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- N. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town/Schools and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town/Schools, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

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

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

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

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

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

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

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

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

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

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

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

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