



Town of Westerly/Westerly Public Schools

## **REQUEST FOR PROPOSAL**

**2016-001**

**INSURANCE RISK MANAGEMENT**

**CONSULTING SERVICES**

January 2016

**RFP 2016-001  
INSURANCE RISK MANAGEMENT  
CONSULTING SERVICES**

**INTRODUCTION**

The Town of Westerly (Town) and Westerly Public Schools (School) is soliciting from qualified firms for Insurance and Risk Management Consulting Services. The successful offeror shall be a professional firm which independently practices as an insurance broker, and whose principal corporate engagements, source of revenues, and client base are derived solely from brokerage services rendered directly to clients. It is the intent of the RFP to identify the party most likely to successfully represent the Town and School in its desire to minimize rate increases for all Liability, Auto, Property (LAP), and Worker's Compensation insurances, analyze current plans and recommend future plans. The following schedule will be followed in evaluating the proposals and awarding a contract:

**Key Dates**

Issue RFP January 4, 2016

Proposals due January 29, 2016

Interview Short List (if necessary) Week of February 1, 2016

Recommendation to the Westerly Town Council & Westerly School Committee February/March, 2016

**INSTRUCTIONS TO OFFERORS**

Please send five (5) originals of your written response to this RFP in a sealed envelope to: Eileen Cardillo, Purchasing Agent, Westerly Town Hall, 45 Broad St., Westerly, Rhode Island 02891. Responses must be received no later than **3:00 pm, January 29, 2016**. Indicate RFP# 2016-001 on the exterior of all shipping materials for identification and routing purposes.

Your response must contain the required information requested under the Proposal Requirements section of this RFP (including a firm fee proposal, Appendix A). Brokers must disclose any potential conflicts of interest or competing obligations that might arise from an engagement as the Town/School broker.

Contact during this process should be limited to: Eileen Cardillo, at [ecardillo@westerly.k12.ri.us](mailto:ecardillo@westerly.k12.ri.us) or tel: 401-348-2625 Monday – Friday 8:30 a.m. to 4:30 a.m. All questions are to be submitted in writing via email or fax 401-348-2528 no later than **January 15, 2016 @ 12:00 PM**. Other communication regarding the evaluation or selection process is prohibited and may result in disqualification from further consideration. The Town/School will endeavor to answer pertinent and reasonable questions in writing. The question and the response, if determined in the sole judgment of Town/School to be necessary, will then be distributed at the same time to all participants in the form of an addendum and posted on the Town/School's websites, [www.westerly.govoffice.com](http://www.westerly.govoffice.com) and [www.westerly.k12.ri.us](http://www.westerly.k12.ri.us). **It shall be the responsibility of all interested firms to check the websites for addenda prior to submitting a response to this Request for Proposal.**

The evaluation of the written responses and or reference checks may result in a reduced field of participants. To determine which firms, if any, will be interviewed, the Town/School's selection committee will review the written responses to the RFP, and evaluate the corresponding pricing proposals. The respondents deemed most qualified may be invited to interview with representatives of the selection committee. Respondents shall make oral presentations of their qualifications during the interview process.

Interviews will be held, if needed, during the week of February 1, 2016. Offerors chosen for the interview process should be available on these dates. The broker shall be selected on the basis of the selection criteria described in the attached section, as determined by written responses to the RFP, interview (if necessary), references, and any other information requested by Town/School. The selection of the broker/administrator is scheduled to be announced on February/March, 2016.

The Town of Westerly/Westerly Public Schools reserves the right to reject any and all proposals, to interview respondents deemed most qualified, to seek additional information from any respondent, to waive any formality of this process, to cancel this process at any time if it determines that a fair and competitive

procurement has been compromised, and to enter into any agreement deemed to be in its best interest. It is understood that no compensation will be paid to any respondent for their proposal.

Offerors shall comply with all applicable Federal and Rhode Island state licensing, accreditation and registration requirements and standards for the performance of the contract.

## SCOPE OF SERVICES

**Clarification: RFQ 2016-001 is for insurance broker consulting services; pricing for annual insurance premiums is out of scope for this RFP.**

### I. Background

The Town/School currently purchases Liability, Auto, Property, and Workers Compensation insurance from Starkweather & Shepley. Below is a list of the current insurance coverages in effect and the insurer. As of the most recent renewal, total costs for the Town/School liability-auto-property coverage is approximately \$730,548, and Town/School Worker's Compensation premiums for the current fiscal year are \$331,195.

### II. Insurance Coverage

The following coverages are currently in force and are renewed annually:

C o v e r a g e	I n s u r e r
• Property	Chubb
• Equipment Breakdown	Chubb
• Inland Marine	Chubb
• Crime	Travelers
• Watercraft/Marine	Travelers
• Excess Protection & Indemnity	Travelers
• Vessel Pollution	WQIS
• Privacy Liability & Network Risk	Allied World Assurance
• Commercial General Liability	Argonaut
• Employee Benefits	Argonaut
• Automobile	Argonaut
• Law Enforcement Liability	Argonaut
• Public Official Liability	Argonaut
• Employment Related Practices	Argonaut
• Educators Management	Argonaut
• Excess Liability	Argonaut
• Workers Compensation	Beacon Mutual

The selected Insurance/Risk Management Consultant shall identify annual cost of their services as provided under the Required Services section below and identify the cost impacts of the various options/alternatives itemized separately; fees shall be compensated on fixed fee basis. Fees for additional services must be clearly stated.

#### **Required Services:**

- A. Solicit proposals from qualified insurance carriers who are experienced and familiar with working with Rhode Island municipalities on an annual or as needed basis.
- B. Develop bid specifications to be submitted to the municipal marketplace for which proposals are sought.

- C. Evaluate submitted proposals by insurance carriers relative to compliance with insurance specifications, cost and ability to perform as required including relative solvency.
- D. Review worker's compensation injuries and make recommendations to control losses.
- E. Provide Injury-on-Duty claims management support.
- F. Provide a detailed report of solicited policy renewal options available to the Town and School.
- G. Annual review of Workers Compensation prospective funding and underwriting renewal analysis including but not limited to the examination of claims experience, administrative services, legislative updates, network discounts, billing rate tiers resulting in effective and constructive negotiations with vendors.
- H. Assist the Town/School in determining funding mechanisms for new or newly discovered exposures.
- I. Review current experience, claims, and market trends, and assist in negotiating cost savings & renewal premiums with insurance providers on an as needed basis.
- J. Periodically review the liability and worker's compensation insurance plans, claims, and fees and provide a reasonability analysis in comparison with industry norms.
- K. Ongoing risk/loss exposure identification, with suggestions for appropriate insurance and non-insurance treatment.
- L. Audit all policies, endorsements, rating adjustments, etc.
- M. Recommend proper limits, deductibles and coverage for exposures common to municipalities and specific to the Town/School; provide unbiased and advantageous alternatives.
- N. Assist the Finance Department in the development of property and casualty and worker's compensation premium estimates to be incorporated into the annual budget, including attendance at leadership and/or public meetings.
- O. Advise the Town/School on new developments in the field of municipal/education insurance and/or bonding.
- P. Review and comment on carrier management reports/utilization. Meet with Town and School representatives as required.
- Q. Attendance at safety committee meetings as required. Provide training and education relative to loss control, safety, claims management and related topics in the area of risk management.
- R. Assist the Town/School by reviewing current loss prevention and reduction services, including but not limited to reviewing existing programs, training, and procedures.
- S. Review of Certificates of Insurance provided by vendors and suppliers to the Town (some of these name the Town and/or School as an additional insured party); analysis of risk transfer options including indemnity agreements with Town and School vendors and contractors.
- T. Upon request, provide timely, written interpretation of coverage.
- U. Represent Town/School in communications with carriers regarding coverage issues.
- V. When requested, assist in ascertaining replacement cost value for property.
- W. Assisting in the settlements of disputes between the Town/School and the Town/School's insurers.
- X. Review reserves

## PROPOSAL REQUIREMENTS

Please address the following areas in your written submission. The information you provide should relate to the office within your firm which will have primary responsibility for the servicing of the Town/School's account. If you intend to have more than one office directly involved in providing the services included in your proposal, please specify the location of each office and segregate your responses by office. Please be sure to organize your response consistent with the format as described below.

Proposals must also include the following:

- A.** Brief statement as to the firm's particular abilities and qualifications related to this project. Include a brief description and history of your firm, and the servicing office, including any specialization(s), employee size, number of offices and locations. Explain what distinguishes your firm from others, and why do you believe your firm can best meet the property and casualty insurance needs of Town/School?
- B.** List of municipalities in Rhode Island for which the firm has provided similar services in the last five (5) years. Indicate the premium volume of the servicing office and the three largest private and public sector accounts. Provide three (3) municipal references (including contact and phone number). Describe your successes with those municipalities and the lines of coverage involved.
- C.** Provide a copy of your most recent financial report.
- D.** Experience in managing risk associated with municipal and school construction projects. Explain your experience with municipalities and in particular, self-insured or large deductible municipalities.
- E.** Describe your firm's marketing technique and strategies and how they have been successful.
- F.** List of insurance carriers the firm can market the Town/School's LAP and Workers Compensation policies to.
- G.** Describe the background experience and qualifications of the primary account executive who will be specifically assigned to the Town/School's account along with one backup. Please provide their resumes and document the chain of command for these individuals. Resumes of any other key personnel who would be assigned to this account. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Town of Westerly or its designated agent.
- H.** Describe in detail the experience and knowledge of the firm and Account Manager on municipal risk, including the number of municipalities serviced, the premium size of that business and the lines or types of coverage.
- I.** Provide a list of available markets for each coverage listed in the Scope of Services, II Insurance Coverage, the servicing office's premium volume and if any of it is municipal specific. Also please disclose any financial arrangement/incentive programs you may have with any of these companies. Advise as to your relationship with any of the underwriters responsible for RI municipal business at these companies.
- J.** Provide samples of innovative changes made to plans of current clients that have resulted in savings. Describe in detail, your servicing capabilities with regard to automation, claims management and loss control. Describe the services which would be included in your annual fee and any which would involve additional fees.
- K.** Provide a one-page discussion on your assessment of the market conditions which will affect the insurance placement of the listed coverage over the next few years for municipalities. List any innovative insurance and risk management solutions you will recommend.
- L.** Discuss what will be in the underwriting application package, when it will be completed, and if your company is willing to complete all insurance applications.
- M.** Indicate if your firm would order motor vehicle records on all current employees who drive Town vehicles on a regular basis (approximately 180) and if a fee would be involved. Also indicate how you would proceed to ensure compliance with the U.S. Fair Credit Reporting Act.
- N.** Prior to contract, the winning firm will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the Town/School. The Town/School's insurance requirements are attached to this RFP in Appendix B.
- O.** If your firm is selected as the Town/School consultant, please discuss how you will familiarize yourself with our properties, policies etc. in order to make effective risk management recommendations.

**QUALITY CONTROL:**

Explain how your firm exercises quality control on risk investigation or identification, marketing, policy issuance and policy content. Describe your firm's quality control process.

**EVALUATION OF INSURERS:**

What capability do you have within your firm to evaluate the solvency and quality of insurers used by your firm? To what extent and how is this information made available to your clients?

**ERRORS & OMISSIONS COVERAGE:**

Please provide a certificate of the firm's errors and omissions insurance coverage. Town/School will require the successful provider to provide evidence of coverage of not less than five million dollars (\$5,000,000) and excess E&O of seven million, five hundred thousand (\$7,500,000). If awarded the contract, the certificate of such insurance will be issued by a corporation licensed or authorized by the Commissioner of Insurance to do business in R.I.

**INSURANCE BROKER'S LICENSE:**

Please provide evidence of an Insurance Broker's license for the State of Rhode Island.

**INDEMNIFICATION**

Consultant agrees to indemnify and hold Town/School and the State of Rhode Island harmless from and against legal liability for all claims, demands, causes of action, judgments, losses, damages, and expenses to the extent such claims, demands, causes of action, judgments, losses, damages, or expenses are caused by (i) Consultant's failure to properly perform its services under this agreement, or (ii) the negligent or willful acts, errors or omissions of Consultant's officers, employees, agents, or representatives in the performance of services under this agreement.

**DISPUTE**

(a) In the event of a dispute between Town/School and Consultant arising out of or related to this agreement issued hereunder, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute within 15 calendar days of notice, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

(b) Should such negotiation or mediation fail to resolve the dispute within an additional 15 calendar day period, the parties may agree to pursue resolution of the dispute by arbitration in accordance with the Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any State or Federal court seated in Rhode Island and having jurisdiction over such matter. Consultant consents to the personal jurisdiction of such courts.

(c) Unless this agreement is otherwise duly terminated, during the pendency of any dispute, the parties shall continue to fulfill their respective obligations hereunder.

**NONDISCRIMINATION**

Consultant agrees that, during the performance of this agreement, it shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or the applicant's race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin or disability. Any subcontract awarded under this agreement shall contain a like provision.

## **APPLICABLE LAWS**

Consultant agrees to perform the services required hereunder in compliance with all applicable local, State and Federal laws and the rules, regulations, and requirements promulgated by Town/School from time to time.

## **GOVERNING LAW**

This agreement shall be construed in accordance with the substantive and procedural laws of the State of Rhode Island, exclusive of its choice-of-law rules.

## **AUDITS**

The Town of Westerly/Westerly Public School reserves the right to conduct from time to time an audit of consultant's work performed and all documents and records related thereto.

## **FEE PROPOSAL:**

Annual fixed fee for services (pro-rated for initial term). The Town of Westerly/Westerly Public School will not accept commission based proposals. Appendix A

Said fee shall be inclusive of all areas of service to be provided and shall not limit the number of meetings required during the contract term. No fees for mileage, copying, faxing or telephone charges will be permitted. This annual fee shall be in place of any or all insurance placement commissions and/or bonuses or remunerations of any kind. If any fee or monetary recognition is given to the consultant due to any dealings with the Town, the annual fee will be adjusted by this amount.

The selection will not be made solely on an apparent low bid basis. Qualitative factors bearing on the value of timeliness of services will be considered.

If the Proposer recommends additional services not outlined in this Proposal Invitation, such services shall be separately described and separately priced.

The Proposer shall include estimated dollar value of any anticipated subcontract, if applicable, including a detailed description of the services to be subcontracted, the reason for the subcontract, and the rights and duties of the parties to the proposed subcontract. The Proposer shall also identify the subcontractor and set forth the compensation to be paid there under.

The selected broker will be required to disclose in detail all compensation received from any source relating to the administration, marketing and placement of the insurance program.

## **TERM OF SERVICE**

The successful firms will be expected to commence services on July 1, 2016 subject to contract execution. The term of the contract will be for a period of one year with the option to renew 2-12 month terms for a total of 3 years at the discretion of the Town/School. The Town/School shall have the option to extend the contract for two successive one-year periods under the same terms and conditions.

The Town reserves the right to cancel this contract at any time should any of the following conditions exist: The Town, through changes in its requirements or method of operation, no longer has a need for this service. The Town is not satisfied with the level of services provided under the contract or the contractor fails to comply with any terms and conditions outlined in the contract.

## **SELECTION CRITERIA**

A selection committee will evaluate the responsive proposals and will present to Town/School the results of its evaluation with a recommendation for contract award. Each proposal will be evaluated and scored based on the criteria listed in the Technical & Cost Proposal Sections below. A firm must receive a minimum score of 50 out of 70 points in the Technical Section to move on to the Cost Proposal evaluation. For all proposals meeting the 50 point technical minimum the following formula will apply to the Cost Proposals. Low bid receives a total of 30 points; all other bids will be scored based on the following formula:

$$\text{Low bid/your bid} * 30$$

### **TECHNICAL SECTION: (total points 70)**

All submissions will be reviewed for general responsiveness to the RFP.

Completeness and creativeness of responses in the overall organization and presentation of the proposal for services will be evaluated. The standard by which the selection committee will make its evaluation is the proposal which best serves the overall interests of the Town/School based upon the following criteria:

1. The quality and extent of the firm's experience and expertise in the area of insurance brokerage for operations similar to those of the Town/School. - *Firm Experience 15 points*
2. The qualifications of the individuals who would be primarily responsible for providing services to TOWN/SCHOOL. - *Account Executive and Team Members 10 points*
3. The scope and quality of services being offered. – *Services Provided/Offered 15 points*
4. The firm's strength in the marketplace - *Profile of Insurance Markets 15 points*
5. Other criteria shown to be relevant to the circumstances by the context of the applicants' proposals. – *Additional Information, Quality Control and Evaluation of Insurers 15 points*

### **COST PROPOSAL SECTION: (total points 30)**

1. Proposed fee with respect to scope of services provided. – *Fee Proposal 30 points*

## **SELECTION PROCESS**

All proposals will be reviewed/scored by the selection committee.

The Town/School reserves the right to waive non-material deficiencies in any proposal.

Proposals will be evaluated based on what is deemed to be in the best interests of the Town/School.

A short list of finalists will be developed and firms *may* be interviewed by the Selection Committee after the proposals are received. If interviews are held, they will be 30-45 minutes long. The key person to be assigned to this project must be present at this interview.

The Town/School expects to complete its review of all proposals and select the tentative Consultant within several weeks after the receipt of proposals. If necessary, the Town/School may extend that review period.

Selection as the preferred proposal does not provide any contract rights to that firm. Any such rights shall accrue only if and when the Town/School and the firm execute a binding contract. The Town/School reserves the right to negotiate with the successful firm in any manner necessary to best serve the interests of the Town/School. If the Town/School fails to reach an agreement with the successful bidder, the Town/School may commence negotiations with an alternative bidder or reject all bids and reinstitute the RFP process.

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CONSULTING SERVICES**

The undersigned has read, understands, and agrees to comply with the requirements contained in the Request for Proposal. The undersigned submits this proposal in good faith and without collusion with any other person, individual or firm.

The proposal consists of this cover page and the following attachments:

Name and Address of Firm:

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Name, Title and Contact Information (phone, fax, email) of Authorized Representative:

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Signature of Authorized Representative:

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(Attach additional sheets as necessary)

**Receipt of Addendum(s)** \_\_\_\_\_

**Completed and submitted Appendix C** \_\_\_\_\_

**APPENDIX A**

**RFP 2016-001  
INSURANCE RISK MANAGEMENT  
CONSULTING SERVICES  
COST PROPOSAL**

**TO BE SUBMITTED IN A SEPARATE SEALED ENVELOPE**

Fee proposal to provide Insurance/Risk Management Consulting Services is as follows:

Cost/Year One (July 1, 2016 to June 30, 2017): \_\_\_\_\_

Cost/Year Two (July 1, 2017 to June 30, 2018): \_\_\_\_\_

Cost/Year Three (July 1, 2018 to June 30, 2019): \_\_\_\_\_

**Total Cost:** \_\_\_\_\_

## APPENDIX B

### INSURANCE

The Firm/Consultant shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the Firm/Consultant and all of its agents, employees, sub-contractors and other providers of services and shall name the Town, its employees and agents as an Additional Insured on a primary and non-contributory basis to the Firm/Consultant's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the Consultant's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Town. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)
- A Waiver of Subrogation shall be provided

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$5,000,000 each occurrence or per claim and excess E & O for \$7,500,000. The Town, its employees and agents shall be named Additional Insured for this specific Project. The certificate shall specify that the Town and School Department shall receive 30 days advance written notice of cancellation or non-renewal specific to this Contract.

The Firm/Consultant agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The Firm/Consultant shall provide a Certificate of Insurance as "evidence" of General Liability,

Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The Firm/Consultant shall direct its Insurer to provide a Certificate of Insurance to the Town before any work is performed. The Certificate shall specify that the Town shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The Consultant shall provide the Town copies of any such Policies upon request.

Telephone Number: \_\_\_\_\_

**The above insurance requirements are the Town/School's general requirements. Insurance requirements with the awarded respondent are subject to final negotiations.**

## Appendix C

### 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 into a contract with Westerly Public Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award. To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to Westerly Public Schools Finance Office Babcock Hall 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 than the School's location or which are not present in Westerly Public Schools Finance 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.

**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, Westerly Public Schools will cancel the original solicitation and resolicit the original offer directly from vendors.

**PRICING.** Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. 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. **PRICES QUOTED ARE FOB DESTINATION.**

**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.

**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 (\$1,000,000) One Million Dollars, 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](http://www.dlt.ri.gov).

**PUBLIC RECORDS.** Offerors are advised that all materials submitted to the School 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.westerly.govoffice.com](http://www.westerly.govoffice.com) or appearing in person at the Westerly Public Schools Finance 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 School's sole option.

**BID SURETY.** Where bid surety is required, 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.

**SPECIFICATIONS.** Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the 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 Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by Westerly Public 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 Westerly Public Schools Finance Office, 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 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](http://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 Westerly Public Schools.

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 School'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/Westerly Public Schools.

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>

## 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/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

\_ 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/Westerly Public Schools 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/Westerly Public Schools 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/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

\_ 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

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

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

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

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

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 - 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE 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

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