

**TOWN OF PORTSMOUTH, RHODE ISLAND
2200 EAST MAIN RD.
PORTSMOUTH, RI 02871**

INVITATION FOR BID

**Building Emergency Response Floor Plan and
Information System
BID # P13-015**

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BUILDING EMERGENCY RESPONSE FLOOR PLAN AND

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**TOWN OF PORTSMOUTH, RI
NOTICE
INVITATION FOR BID**

**Building Emergency Response Floor Plan and
Information System
BID # P13-015**

Notice is hereby given that sealed Bids will be received at the Finance Office for furnishing a building response floor plan and information system in accordance with the specifications and contract documents within.

Bids (original and one (1) copy) shall be delivered and addressed to the Town Finance Director, 2200 East Main Rd, Portsmouth, RI 02871 and shall be labeled "**Building Emergency Response Floor Plan and Information System BID # P13-015**", by **2:00 pm, April 15, 2013**. The Bids will be opened and read aloud at that time in the Town Hall. Any Bidder who wishes his bid to be considered is responsible for making certain that his bid is received in the Finance Office by the proper time.

No oral, telegraphic, electronic, facsimile, or telephonic Bids or modifications will be considered unless specified. Bids received after the scheduled Submittal Deadline will be returned unopened.

Bids must bear original signatures and figures.

It is the bidder's responsibility to see that the bid is delivered within the time and at the place prescribed. Bids received prior to the time of opening will be securely kept, unopened. Bids may be withdrawn upon written request (on the letterhead of the bidder and signed by the person signing the bid) if such request is received prior to the time fixed for opening. Bids may be modified in the same manner. No bid or modification thereof received after the time set for opening will be considered, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to the delay in the mails for which the bidder is not responsible.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid opening.

Any change or interpretation made as a result thereof will be published in an addendum and sent to all prospective bidders. Should a bidder still not be satisfied, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the Town and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The Town may, at its discretion, accept or reject any or all exceptions.

The work shall meet the requirements and satisfaction of the Town of Portsmouth, Rhode Island. Bidders must state and identify the product offered, such as manufacturer's name, brand name, and quality.

The right is reserved, as the interest of the Town may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

One copy of these papers is furnished to bidders. One complete copy must be attached to the bid if a bid is tendered.

For projects in excess of \$50,000, the successful bidder will be required to provide a surety bond equal to the contract price in accordance with RIGL 37-12 and 37-13.

Prevailing Wages:

The successful contractor and sub-contractor(s) shall comply with the provisions of Rhode Island General Laws, (RIGL) Chapter 37 pertaining to the "Prevailing Wage Laws" for all municipal funded projects in excess of one thousand (\$1,000) dollars. The RI Department of Labor has accepted the prevailing wage rates as determined by the Federal Wage and Hour Division under the Davis-Bacon Act. A copy of the most current wage decision pertaining to this bid is available from the Director of Labor at 457-1860.

As required under RIGL 37-13-13, the successful contractor and or sub-contractor(s) must certify and submit weekly payroll forms to the Finance Director's Office.

Note: All bidders are responsible for insuring that no alterations have been made to the original bid package. All bid packages and addenda (if any) are located at www.Portsmouthri.com under "Offices and Services" - Purchasing or you can contact the Finance Department.

David Faucher
Finance Director

General Terms and Conditions to Bidders, if applicable

Receipt and Opening of Bid Sealed bids/proposals will be accepted in the office of the Finance Director, Town of Portsmouth, R.I. until the time indicated on the advertisement for bids for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

Form of Bid Bids must be submitted on and in accordance with the form attached hereto. No change shall be made in the phraseology of the form or in the item or items mentioned herein. The bid must contain the name and proper address of the bidding firm and be signed by a responsible member of the firm with his/her signature and official title. Bids that are incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected.

Submission of Bids The Finance Director decides when the specified time has arrived to open bids and no bid received thereafter will be considered.

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

Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening. 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.

Bids 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 bid not properly addressed and identified.

Any deviation from the specifications must be noted in writing and attached as a part of the bid. The bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

Prices Bidders shall state the proposed price in the manner as designated in the Bid Form. In the event 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.

Terms Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the date the invoice is received by the Finance Director, whichever is later. The date of delivery shall be construed to mean the date on which the 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.

Rhode Island Sales Tax The Town is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Paragraph 1, as amended.

Federal Excise Taxes The Town is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

Award and Contract Unless otherwise specified, the Town reserves the right to make award by item or items, or by total, as may be in the best interest of the Town. A written award (or acceptance of bid) mailed (or otherwise furnished) to the successful bidder shall, unless otherwise specified, be deemed to constitute a binding contract without further action by either party.

The Town reserves the right to reject any and all bids, to waive any technical defect or informality in the bids received and to accept the bid deemed to be most favorable to the best interests of the Town.

None of the services covered by the contract shall be assigned in full or in part, or sub-contracted without the prior approval of the Town.

This contract will be for the services described below; however, this agreement should not be considered exclusive. As deemed necessary, the Town reserves the right to obtain these services from any other vendor.

Unless otherwise specified, all costs listed are firm for the term of the contract.

Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of God.

The Contractor shall hold harmless, defend and indemnify the Town and its officers, agents and employees against all claims, demands, actions and suits (including all attorney fees and costs) brought against any of them arising from the Contractor's work or any subcontractor's work under the contract.

Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.

If any provision of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

Bid shall also mean quotation, bid, offer, qualification/experience statement, and services. Bidders shall also mean vendors, offerors, bidders, or any person or firm responding to an Invitation for Bids.

All contracts entered into by the Town of Portsmouth shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.

The contractor will comply with all Federal, State and Municipal Laws, ordinances, rules and/or regulations including Labor Laws and those against discrimination.

The bid should be inclusive of all costs including overhead, travel, local transportation, supplies and materials.

Insurance requirements The selected Contractor shall be required to provide the Town of Portsmouth with proof of insurance submitted to the Finance Director as follows:

General Liability Insurance in the amount of One Million Dollars each occurrence.

Rhode Island Worker's Compensation Insurance in the amount of statutory limits.

The Town of Portsmouth must be named as an additional insured.

Contractors who are designated as partnerships or corporations must have the required proof of insurance current and on file with the Town during the life of this contract. Contractors who are self-employed, independent contractors must be approved by the Department of Labor and Training as independent contractors and shall keep on file with the Town proof of this approval throughout the life of this contract.

INSTRUCTIONS TO BIDDER

ACCEPTANCE PERIOD. Unless otherwise specified herein, Bids are firm for a period of 90 days.

ADDENDA ACKNOWLEDGMENT. Each bid shall include specific acknowledgment of receipt of all addenda, if any, issued during the solicitation period. Failure to so acknowledge may result in the bid being rejected as not responsive.

AUTHORIZED SIGNATURES. Every bid must be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the work. Upon request of the Town of Portsmouth, any agent submitting a bid on behalf of a Bidder shall provide a current power of attorney certifying the agent's authority to bind the Bidder. If an individual makes the bid, his or her name, signature, and post office address must be shown. If a firm or partnership makes the bid, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the bid, the bid shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Town of Portsmouth, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation.

AWARD OF BID. Award will be made to the Bidder offering the lowest responsive and qualified bid.

BID FORMS/SUBMITTAL. Bids should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Bidder, IFB number, and Submittal Deadline. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic Bids or modifications will be considered.

BID CONTENT. Bidder must describe in detail how he will meet the requirements of this IFB, and may provide additional related information with his bid. The bid should be presented in a format that corresponds to and references the sections outlined in the Specification or Scope of Work and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Bids should be straightforward and concise. Emphasis should be concentrated on conforming to the IFB instructions, responding to the IFB requirements and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the bid indicating where the supplemental information can be found.

The Town of Portsmouth is not liable for any costs incurred by Bidders before entering into a formal contract. Costs of developing the Bids or any other such expenses incurred by the Bidder in responding to the IFB, are entirely the responsibility of the Bidder, and shall not be reimbursed in any manner by the Town of Portsmouth.

BID MODIFICATIONS. Any Bidder who wishes to make modifications to a bid already received by the Town of Portsmouth must withdraw his bid in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Bid Withdrawal). All modifications must be made in ink, properly initialed by Bidder's authorized representative, executed and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Bidder to ensure that modified or withdrawn Bids are resubmitted before the Submittal Deadline.

BID, REJECTION OF. The Town of Portsmouth reserves the right to reject any or all Bids or any part of a Bid. The Town of Portsmouth reserves the right to reject the Bid of any Bidder who previously failed to perform adequately for the Town of Portsmouth or any other governmental agency. The Town of Portsmouth expressly reserves the right to reject the Bid of any Bidder who is in default on the payment of taxes, licenses or other monies due the Town of Portsmouth.

BID WITHDRAWAL. Bidders' authorized representative may withdraw Bids only by written request received before the Submittal Deadline.

BIDDER'S BACKGROUND. Bidder must provide a company profile. Information shall include the following:
Company ownership.

If incorporated, the state in which the company is incorporated and the date of incorporation.
Location of the company offices.
Number of employees both locally and nationally.
Location(s) from which employees will be assigned.
Name, address, and telephone number of the Bidder's point of contact for a contract resulting from this IFB.
Company background/history and why Bidder is qualified to provide the services described in this IFB.
Length of time Bidder has been providing services described in this IFB. Please provide a brief description.
List of equipment that will be used on site for this IFB.

Bidder must include in his/her bid a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Bidder or in which the Bidder has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any bid. The Town of Portsmouth reserves the right to reject any bid based upon the Bidder's prior history with the Town of Portsmouth or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

BIDDER'S REFERENCES. Bidders should provide a minimum of five (5) references from similar projects performed within the last year. Information provided shall include:

Client/Business name;
Project description;
Project dates (starting and ending);
Client/Business project manager name and telephone number.

BID COPIES. One (1) original and one (1) copy must be submitted on or before the Submittal Deadline. Bidders shall submit one (1) original bid marked "MASTER", and the one (1) identical copy.

BID DISCREPANCIES. If discrepancies are found between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the Town of Portsmouth reserves the right to use the original as the Master.

BID FORM. Bids must be submitted on the Bid Form attached hereto.

CANCELLATION OF SOLICITATION. The Town of Portsmouth may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All Bids shall comply with current federal, state, and other laws relative thereto.

DEFINITION OF TERMS. For the purposes of this IFB, the following definitions will be used:

Contractor. Same as Successful Bidder.

May. Indicates something that is not mandatory, but permissible.

Must/Should. Indicates a mandatory requirement. A bid that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Bidder. The person or firm making the offer.

Bid. The offer presented by the Bidder.

IFB. Acronym for Invitation for Bids.

Should. Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your bid.

Submittal Deadline. The date and time on or before all Bids must be submitted.

Successful Bidder. The person, contractor, or firm to whom the award is made.

DOCUMENTS TO BE RETURNED WITH BID. Failure to completely execute and submit the required documents before the Submittal Deadline shall render a bid non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Bid Documents To Be Returned" and attached hereto.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the bid.

NOMENCLATURES. The terms Successful Bidder, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the Town of Portsmouth enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Bidders are required to submit a Non-Collusion Affidavit with their Bids. See attached Affidavit. If there is reason to believe that collusion exists among the bidders, the Town of Portsmouth may refuse to consider Bids from participants in such collusion.

OPENING OF BIDS. All Bids, irrespective of irregularities or informalities, will be opened and the names of the bidders and proposed prices will be publicly read aloud at the Submittal Deadline. All interested persons are invited to be present at the opening and reading of Bids.

POSTPONEMENT OF OPENING. The Town of Portsmouth reserves the right to postpone the Submittal Deadline and opening of bids any time before the date and time announced in the Invitation For Bids or subsequent addenda.

PRICE DISCREPANCIES. In the event that there are unit price items in a bid schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a bid schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Bidder will be bound by said corrections.

PRICES. All Bids shall give the prices proposed, both in writing and in figures, and provide all other information requested herein. Bids shall be signed by the Bidder's authorized representative. Bid prices shall include everything necessary for the completion and fulfillment of the contract.

PUBLIC RECORDS. Rhode Island law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the Town of Portsmouth in connection with an IFB response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided. If the Bidder believes any of the information contained in his or her response is exempt from the Public Records Law, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the Town of Portsmouth will treat all materials received as public records.

QUALIFICATION OF BIDDERS. All bidders shall be registered with the State of Rhode Island Contractor's Registration Board. Each Bidder shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Bidder's experience shall be set forth and submitted on the form provided herewith. It is the intention of the Town of Portsmouth to award a contract to a Bidder who furnishes satisfactory evidence that the Bidder has the requisite experience, ability, sufficient capital, facilities and plant to enable the Bidder to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Bidder, the Town of Portsmouth will weigh any evidence that the Bidder has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered and/or specified in the contract documents. To this end, each Bid shall be supported by a statement of the Bidder's experience on the form entitled "Bidder's Experience", which is a part of the contract documents.

The Bidder must certify that their bid is in full compliance with all applicable regulations and requirements of law, as set forth herein. The Bidder further certifies under pain and penalty of perjury that pursuant to the General Laws of the State of Rhode Island, that the Bidder has filed all state tax returns, paid all taxes and complied with all the laws relating to taxes, social security and Workers' Compensation. The Bidder also represents that (s)he/it is qualified to perform the services and has obtained all requisite licenses and permits to perform the services as may be required by law.

QUESTIONS AND COMMENTS. Questions and comments regarding this solicitation must be submitted in writing, either by mail or facsimile to Finance Director, Town of Portsmouth, 2200 East Main Road, Portsmouth, RI 02871, or faxed to (401) 683-1916 no later than five (5) days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the Town of Portsmouth will be sent in writing to all known bid holders via an addendum to the IFB which will be posted on the Town's web site with electronic notification of the addendum provided to vendors registered on the web site.

REJECTION OF BIDS, WAIVER OF INFORMALITIES. The Town of Portsmouth reserves the right to reject any or all Bids, or any part of a bid. The Town of Portsmouth reserves the right to reject the bid of any Bidder who previously failed to perform adequately for the Town or any other governmental agency. The Town of Portsmouth expressly reserves the right to reject the bid of any Bidder who is in default on the payment of taxes, licenses, or other monies due the Town of Portsmouth.

SELL OR ASSIGN. The successful Bidder shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the Town of Portsmouth.

SIGNATURES. An individual who is authorized to bind the Bidder must sign the bid.

SUBMITTAL DEADLINE. The Submittal Deadline is indicated on page 2. Bids must arrive in the Finance Office, Town of Portsmouth, 2200 East Main Road, Portsmouth, RI 02871. The receiving time in the Finance Office will be the governing time for acceptability of Bids.

TAXES, EXEMPT. The Town of Portsmouth is exempt from Federal Excise and State Sales Tax. If requested, the Town of Portsmouth will furnish exemption certificates when the successful bidder submits invoices for payment.

TERMS OF THE OFFER. The Town of Portsmouth reserves the right to negotiate final contract terms with any Bidder selected. The contract between the parties will consist of the IFB together with any modifications thereto, the awarded Bidder's bid, and all modifications and clarifications that are submitted at the request of the Town of Portsmouth during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the IFB, any modifications and clarifications to the awarded Bidder's bid, and the awarded Bidder's bid. Specific exceptions to this general rule may be noted in the final executed contract. Bidder understands and acknowledges that the representations above are material and important, and will be relied upon by the Town of Portsmouth in evaluation of the bid. Bidder misrepresentation shall be treated as fraudulent concealment from the Town of Portsmouth of the facts relating to the bid.

TERMS AND CONDITIONS

ASSIGNMENT OF RIGHTS OR OBLIGATIONS. Except as noted hereunder, Successful Bidder may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the Town of Portsmouth.

ATTORNEY FEES. In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

AUTHORITY OF THE TOWN. Subject to the power and authority of the Town of Portsmouth as provided by law in this contract, the Town of Portsmouth shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The Town of Portsmouth shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

CANCELLATION OF THE CONTRACT. Without cause, the Town of Portsmouth may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. With cause, the Town of Portsmouth may cancel this contract at any time with ten- (10) days written notice to the Bidder. Cancellation for cause shall be at the discretion of the Town of Portsmouth and shall be, but is not limited to, failure to supply the materials, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel this contract without prior written consent of the Town of Portsmouth Finance Director.

CHANGES IN WORK. The Town of Portsmouth may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the Town of Portsmouth may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the Town of Portsmouth. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's bid.

COMPLIANCE WITH OR DEVIATION FROM SPECIFICATIONS. Bidder hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation and the RI DOT standard specification for Road and Bridge Construction 2004 edition unless deviations from them are clearly indicated in the Bidder's response. Bidder may submit an attachment entitled "Exceptions to Specifications", which must be signed by Bidder's authorized representative. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Bids failing to comply with this requirement will be considered non-responsive. Submittal of a brochure or other manufacturer's literature is desirable, but may not be a substitution for this requirement.

CONTRACT INCORPORATION. This contract embodies the entire contract between the Town of Portsmouth and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the IFB solicitation, all addenda, all of Bidder's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORMATION OF CONTRACT. Bidder's signed Bid and Town of Portsmouth's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of Rhode Island. The parties stipulate that this contract was entered into in the county of Newport, in state of Rhode Island. The parties further stipulate that the county of Newport, Rhode Island, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions, or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "IFB specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation

SPECIAL PROVISIONS FOR SERVICES

CONTRACTOR, DEFINITION. The term "Contractor" refers to the party entering into a contract with the Town of Portsmouth as a result of this solicitation.

COOPERATION BETWEEN CONTRACTORS. The Town of Portsmouth reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate contracts are let within the limits of any one project, each contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with his contract and shall protect and save harmless the Town of Portsmouth from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by him because of the presence and operations of other contractors working within the limits of the same project.

COORDINATION WITH AGENCIES. The Contractor shall coordinate his activities with the proper regulatory agencies and have their representative on site at the proper times.

DAMAGE. The contractor shall be held responsible for any breakage, loss of the Town of Portsmouth's equipment or supplies through negligence of the contractor or his employee while working on the Town of Portsmouth's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the Town of Portsmouth any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

INSURANCE REQUIREMENT. Within ten (10) consecutive calendar days of award of contract, Successful Bidder must furnish the Town of Portsmouth with the Certificates of Insurance proving coverage as specified in "Bidder's Statement Regarding Insurance Coverage" and naming the Town of Portsmouth, its officers and agents, as an Additional Insured by endorsement.

REJECTION OF WORK. Contractor agrees that the Town of Portsmouth has the right to make all final determinations as to whether the work has been satisfactorily completed.

RIGHTS RESERVED. (a) Rejection of Work. Contractor agrees that the Town of Portsmouth has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the Town of Portsmouth reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor.

Scope of Work

Provide software, maintenance and support, including all the installation and training necessary to provide a “Building Emergency Response Floor Plan and Information System” that can be kept updated yearly as school or building layouts and information change.

The web-portal-based system will have and maintain up-to-date schematic building and floor plans and make them available in electronic and printed binder form to public safety responders, school safety personnel and officials and command and control points managing a municipal building or school-based emergency. These floor plans will provide first responders with specific information about a municipal building or school’s physical layout, surroundings and access points before arriving at the location and entering a building, thus enabling responders to make good tactical decisions. Floor plans will be complemented with accompanying aerial imagery and digital photographs of all facades, entrances and egresses and other key points as well as with information about critical shutoffs, electrical panel and water supply information, along with various contact information about municipal or school officials and key employees.

This scope of services describes the software specifications that the successful bidder must provide. The successful bidder must provide all of the goods and services listed below in Part B., “Project Specific Elements.”

Portsmouth School Department’s Current Technical Environment

District Profile The Portsmouth School District consists of 2 elementary schools, one middle school, one administrative building and one high school serving approximately 2,800 students. Building square footage is approximately 450,700 square feet.

Municipal Profile The municipal buildings involved are Town Hall, DPW, Senior Center, Glen Manor House, former Coggeshall School and Prudence Island DPW. Building square footage is approximately 108,500 square feet.

Responder Technical Profile

Portsmouth Police, Fire, Emergency Management responders in vehicles and at command centers (the EOC, for example), will have access to internet-connected laptops and desktops with browsers and will need access to the system 7 by 24.

Software, Setup and Installation Services

All floor plans, digital photos of all entrances and egresses, and imagery can be printed and made available in a School Specific Informational Binder (herein referred to as SSIB) or Municipal Specific Informational Binder (herein referred to as MSIB). This binder will also contain all emergency contact information within and outside of the school system, including essential school or municipal personnel, police, fire, and EMS contacts. It also provides first responders with an at-a-glance view of vital statistics such as the number of students or employees and pertinent information regarding the immediate surroundings of the school or municipal building.

Key Project software and services include:

- 1) Developing and providing online Floor plans for designated municipal school buildings, according to the instructions provided,
- 2) Providing and integrating digital photos of all entrances and egresses of the municipal and school buildings as well as of certain key physical plant infrastructure locations (e.g., boiler room, main electrical panel, etc.)
- 3) From the software, providing a SSIB or MSIB and further associated services for each school or municipal building (as well as for the ability of the Town to print additional copies).
- 4) Providing a hosted web portal and services for continuous yearly updating of school or municipal building floor plan changes as well as information changes going forward.

Scope of Work and Deliverables

The selected Contractor will create an immediately actionable plan to be approved by the Town. The Contractor selected for this project will work closely with a working group of school and town personnel

The selected Contractor will act as the project manager for the creation and or updating of school and municipal building floor plans, photographing all entrances and egresses of each building and gathering all essential information as outlined below. All information gathered and items created will be put into a SSIB or MSIB along with the aerial imagery (imagery provided by the Town).

Task A

The goal for Task A is for the Contractor to produce Floor plans for each selected building. See below for the definition of the items to be detailed in a Floor Plan.

Deliverable: Using CAD software, create new, or update old, schematic building and floor plans of each building selected by the Town (Files must be Auto CAD compatible):

A detailed drawing of the footprint of a subject building and the outline of the building's architectural contents. Create a schematic building and floor plan for all floors of all designated buildings. This will include the basement, crawl space, attic and the roof (where applicable).

The schematic building and floor plan clearly details the:

- Entrances
- Doors
- Windows
- Stairs
- Hallways
- Elevators
- All walls and rooms (either by name or number depending on the school)
- Camera and security locations
- Utility locations including shutoffs
- Electrical equipment rooms, generator, and major panel locations
- HVAC equipment rooms with major equipment locations
- Hazardous materials storage and labs
- Alarm systems and panels
- Sprinkler control equipment
- Computer and telephony equipment rooms
- Other key Equipment rooms
- Roof access points
- Topography

Buildings will have letters corresponding to each side and will be clearly labeled. As an example, "A" might designate the side of the building with the front entrance, "B", "C" and "D" follow clockwise in alphabetical order. Letter-to-side assignment will be decided by the Town.

A key will be on the left hand side of the page. The key will explain what symbols represent each of the following items:

- window
- single door
- double door
- elevator
- chair lift
- stairs
- ramp
- gas shut-off
- water shut-off
- power shut-off
- sprinkler shut-off
- fire extinguisher
- generator
- AED

- Other key items as indicated by the Town

The schematic floor plan of the basement will include all utility information and location, egresses and potential egresses. All doors in each building will indicate which way they swing.

Schematic building and floor plans will be printed on 11 by 17 paper and folded to fit in a 9 by 12 binder. Schematic building and floor plans and all accompanying information will be 3 hole punched with reinforced holes to prevent tearing.

In the upper left hand corner of each floor plan will rest a table with the following information:

- Town of Portsmouth
- School or building name
- Address
- School or building hours
- In-session contact
- Off-hours contact
- Approach
- Notes

All floor plans are provided in 3-ring bound paper format and on a CD or in an electronic file acceptable to the Town, in Adobe Acrobat PDF format.

Task **B**

The goal of TASK B is for the Contractor to create informational pages for each SSIB or MSIB for each selected building. The SSIB or MSIB will contain listings of the following significant information regarding each particular building:

- The number of students
- The number of employees
- An accurate description of the type of wall and roof construction and the building materials used for each building.

Complete contact information for:

- The school or Town administration
- The superintendent of schools
- All emergency departments
- Utilities: gas, power, water, septic

The Contractor will note the existence of (and significant location of the items below, if present):

- Motion Detection Devices
- Intercom System (internally and externally)
- Cable Access Television
- HVAC System
- Hazardous Material (if so, Contractor will include a list and location of hazardous materials)
- Video security system
- Roof Access
- Knox Box
- Wireless access points

The Contractor will note the existence and location of:

- All special hazards and impediments to access on or within 50 yards of the school or municipal building grounds, including, but not limited to buildings, wetlands, fuel tanks, walls, fences, geological features etc.

- The school designated “safe zone” for students to congregate in the event of an emergency, such as a fire.

The Town will provide the lat/long coordinates for each building; the Contractor will add the GPS information to the binder for each building.

The Contractor will list and include all compiled and created information in the introduction page of the SSIB or MSIB and as well as in the electronic version.

Deliverable: Gather and compile all pertinent school emergency information, as outlined in this IFB.

Task

C

The deliverable of TASK C is for the Contractor to provide digital photographs of each entrance and egress of each school building designated by the Town.

The Contractor will:

- Take digital photographs of all building entrances and egresses, which will be printed for the paper version and will also be included on the Flash drive in an easily readable version.
- Integrate digital aerial imagery provided by the Town.

Deliverable: Take digital photographs of all building facilities, entrances and egresses of each building.

Task

D

Compile all components (floor plans, significant school information, and digital photos) including provided aerial imagery, into an SSIB or MSIB.

Deliverable: Produce and deliver the SSIBs or MSIBs to each subject school or municipal building and to the following entities and agencies: School Department, Town Administration, Police and Fire.

Tas

k E

Provide a web portal to access and update information

Information will be accessible on a secure portal through the web that can be shared with responding personnel from authorized Town public safety agencies through the use of a controlled password system, allowing real-time access to floor plans, all photographs and all information as contained in the Binders:

- Ability to securely publish interactive floor plans
- Ability to manage access to documents via user groups and organizational roles.
- Ability to manage and control access to information essential to incident management.
- Ability to collaboratively plan and publish dates and times for safety related activities.
- Ability to control access to the planning module via user groups and organizational roles.
- Ability to send text alerts and announcements through email and cell phone text messaging; to create Distribution lists based on registered users for email and SMS messaging.

The section below describes the project elements that must be provided by the vendor.

1. Functionality: The successful proposer must provide a software system that meets the following specifications.

REQ #	FUNCTIONAL REQUIREMENTS
FSR001	System will provide a secure web-based system for authorized school or municipal and responder personnel to view floor plans, digital photos, and infrastructure and contact information in an interactive web-based environment
FSR002	System will provide a secure web-based system for authorized school or municipal and responder personnel to update and maintain floor plans, digital photos, and infrastructure and contact information
FSR003	System will contain floor plans of buildings.
FSR004	System will allow floor plans to be updated over time as physical plant or room/area naming changes are made.
FSR005	System will allow digital images of key areas, entrances and exits, and key items of physical infrastructure to be captured and tagged to their location on a floor plan.
FSR006	System will store and display school, municipal and emergency contact information
FSR007	System will store and display information on building systems, utilities, and maintenance.
FSR008	System will store and display information on hazardous materials.
FSR009	System will store and display information on electrical system components including panels, generators, and vaults.
FSR010	System will store and display information on fire alarm systems, control panels and sprinkler systems.
FSR011	System will store and display information on water, gas and other shutoffs.
FSR012	System will store and display information on school cameras and other security components as well as key telecom facilities.
FSR013	Floor plans will record and display all room walls, doors, windows, stairways, crawlspaces, closets, and other significant spaces.
FSR014	System will show numbering of all doors and entrances as well as building side designations. Number doors per FEMA guidelines where numbering is missing or incomplete.
FSR015	Key features (e.g., images of doors, panels, and machinery) can be accessed by hyper-linking to icons on floor plans.
FSR016	Floor Plans will be interactive.
FSR017	The system will store and display emergency plans and other emergency-response documents
FSR018	Floor plans and other system information can be printed out and placed in hard copy binders
FSR019	The system will store and display a map of each building footprint in its surrounding neighborhood map context as supplied by the Town GIS Department.

BID DOCUMENTS TO BE RETURNED

Bid No. P13-015

Building Emergency Response Floor Plan and Information System

Bids should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Bidder, IFB number, and Submittal Deadline. Bidder's authorized representative must properly initial any erasures or alterations of any kind. Bids that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic Bids or modifications will be considered. The following documents must be completed and submitted on or before the Submittal Deadline for the Bid to be considered complete:

1. Bid Form
2. Non-Collusion Affidavit
3. Bidder's Statement Regarding Insurance Coverage
4. Bidder's Statement of Relevant Experience

Additional information to be provided:

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Number of employees both locally and nationally.
4. Location(s) from which employees will be assigned.
5. Name, address, and telephone number of the Bidder's point of contact for a contract resulting from this IFB.
6. Company background/history and why Bidder is qualified to provide the services described in this IFB.
7. Length of time Bidder has been providing services described in this IFB.

Bid prices must be submitted on forms contained in this IFB. One (1) original bid marked "MASTER" and two (2) copies must be submitted on or before the Submittal Deadline.

BID FORM

Bid No. P13-015

Building Emergency Response Floor Plan and Information System

Software License:

Do not submit the Software License document with your bid. The terms of the Software License will be negotiated after the winning bidder has been determined.

Price Proposal

A contract will be awarded to the responsive and responsible bidder offering the lowest total price for the software license fee, yearly maintenance fee, initial installation, training and consultation for years one through three.

Software as described in this Invitation for Bid

Initial license fee \$ _____

Three-Year maintenance fee \$ _____

Initial installation, training and consultation \$ _____

Software Total including License Fee, Yearly
Maintenance Fee & Initial Installation, Training
and consultation: \$ _____
Total Bid Years One -
Three

Total Bid in Words Years One - Three: _____

Optional Price Proposal

Total cost per year (1, 2 and 3) if the initial license fee and initial installation, training and consultation costs are spread equally over the three year contract period. \$ _____

Total Cost per year in Words Annual amount – each of 3 years: _____

Company Name of Bidder

Mailing Address (PO Box or street)

Town, State, and Zip Code

Name of Authorized Representative

Signature Title

Type of Business (Corp, Partnership, Sole Proprietorship)

Telephone Number Facsimile

NON-COLLUSION AFFIDAVIT

To Be Completed, Notarized, and Submitted With Bid

**Bid No. P13-015
Building Emergency Response Floor Plan and Information System**

State of Rhode Island
County of Newport

"_____, Bidder, being first duly sworn, deposes and says that he or she is Owner of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid."

Date

(Signed at)

Bidder name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

Town, State, Zip

Representative's Title

**BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE**

**Bid No. P13-015
Building Emergency Response Floor Plan and Information System**

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Invitation For Bids No. P13-015, Building Emergency Response Floor Plan and Information System. Should the Bidder be awarded the contract for the work, Bidder further certifies that the Bidder can meet the specified requirements for insurance, and agrees to name the Town of Portsmouth as an Additional Insured for the work specified.

Insurance Required:

Workman's Compensation in compliance with statutory limits

Comprehensive General Liability Insurance of at least \$1,000,000.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

BIDDER STATEMENT OF RELEVANT EXPERIENCE

**Bid No. P13-015
Building Emergency Response Floor Plan and Information System**

List five references for which your firm provided telephone survey services within the last year.

I hereby certify that I have performed the work listed below.

Signature of Bidder

DESCRIPTION	DATES	CONTRACT AMOUNT	CUSTOMER CONTACT	CUSTOMER TELEPHONE