



# **TOWN OF NORTH KINGSTOWN, RHODE ISLAND**

**100 Fairway Drive  
North Kingstown, RI 02852-6202  
Phone: (401) 294-3331  
Fax: (401) 583-7125  
[www.northkingstown.org](http://www.northkingstown.org)**

## **REQUEST FOR PROPOSALS Department of information Systems Qualified Managed Service Providers**

\*Sealed proposals for the above will be accepted in the Office of the Purchasing Agent, Town Municipal Offices, 100 Fairway Drive, North Kingstown, RI 02852, until **10:00 am on Thursday June 15, 2023** and will then be publicly opened and read aloud. The Municipal Offices are opened 8:30am – 4:30pm, Monday through Friday. Please plan accordingly.

**\*PLEASE SUBMIT ONE ORIGINAL AND ONE DIGITAL COPY IN PDF FORMAT ON A FLASHDRIVE.**

**NO BIDS WILL BE ACCEPTED AFTER The Thursday June 15, 2023 10:00AM DEADLINE**

**IT IS THE RESPONSIBILITY OF THE PROSPECTIVE BIDDERS TO MONITOR THE TOWN AND/OR STATE OF RHODE ISLAND PURCHASING WEBSITES FOR ANY SUBSEQUENT BID ADDENDUM. NO ADDENDA WILL BE ISSUED OR POSTED WITHIN FORTY-EIGHT (48) HOURS OF THE BID SUBMISSION DEADLINE.**

### **Bid Format**

1. Proposals shall include a table of contents properly indicating the section and page numbers of the information included.
2. Company Overview:
  - Provide an overview of your company, including its history, experience, and areas of expertise.
  - Highlight any relevant certifications, partnerships, or awards that demonstrate your capabilities.
3. Scope of Services:
  - Detail the range of managed services you offer, including but not limited to:
  - Network management and monitoring
  - Data backup and recovery
  - Security and threat management
  - Help desk and end-user support.

- Cloud services
  - Infrastructure management
  - IT consulting and strategic planning
  - Virtual Environments/VMWare
  - Storage
  - Service Level Agreements (SLAs):
  - Describe the SLAs you offer, including response times, system uptime, and resolution times for different types of incidents.
  - Highlight any guarantees or compensation policies in case SLAs are not met.
4. Pricing Structure:
- Provide a transparent pricing structure for your services.
  - Outline any one-time setup fees, ongoing monthly fees, or additional charges for specific services.
  - Indicate any volume discounts or contract terms that may apply.
5. Client References:
- Include a list of current and past clients who can serve as references for your services.
  - Provide contact information for at least three references, including the name, organization, position, and contact details.
6. Implementation Plan:
- Outline your approach to onboarding new clients and transitioning their IT infrastructure to your management. Highlight any project management methodologies or best practices you follow during the implementation process.
7. Support and Escalation:
- Describe your support structure, including the availability of a dedicated account manager and escalation procedures for critical incidents.
  - Explain how you handle after-hours support or emergency situations.
8. Contract Terms and Conditions:
- Specify the proposed contract duration and any termination clauses.
  - Outline your liability limitations, data privacy and security measures, and confidentiality agreements.
9. Additional Information:
- Include any additional information that sets your company apart from other MSPs.
  - Share any case studies or success stories that demonstrate your ability to deliver value to clients.

The bid will be evaluated as to R.I.G.L. 45-55-5. (2) “Competitive Sealed Bidding” and the award shall be made based on the lowest evaluated or responsive bid price. Evaluation on RFP submission will be completed for both the Contractor and professional participating in this design/build RFP.

The Town of North Kingstown reserves the right to reject any or all proposals or parts thereof; to waive any formality in same, or accept any proposal deemed to be in the best interest of the Town.

The Town of North Kingstown will provide interpreters for the hearing impaired at any pre-bid or bid opening, provided a request is received three (3) days prior to said meeting by calling 294-3331, ext. 142.

## SELECTION CRITERIA

The bid will be evaluated as to R.I.G.L. 45-55-5.2(2) "Competitive Sealed Bidding" and the award shall be made based on the lowest evaluated or responsive bid price from a qualified vendor.

The following factors will be considered in determining the lowest evaluated or responsive bid price:

- Competence to perform the services as reflected by technical training and education; general experience in providing the required services; and the qualifications and competence of persons (Design-Build Partnership) who would be assigned to perform the services, both design and construction related.
- Ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the service expeditiously; and
- Past performance as reflected by the evaluation of private persons and officials of other Governmental and Utility entities that have retained the services of the vendor with respect to such factors as control of costs, quality of work, and an ability to meet deadlines.
- Demonstrated experience in the type of work required, and all design-build partnership experience.
- Record of the vendor in accomplishing work on similar projects in the required time: (List references and listing of like projects completed or currently in progress on Experience Sheet.) Completion of Experience Sheet is required for bid consideration.
- Quality of work previously performed by the vendor for the Town of North Kingstown, if any.
- Meets or exceeds Insurance Requirements.
- Review of Subcontractors.
- Time schedule for design and construction completion PROJECT SUBSTANTIAL COMPLETION DATE MUST BE SUBMITTED ON BID PROPOSAL FORM.
- Rhode Island Contractors License number as issued by the State of Rhode Island, if required.
- Bid Price.
- Early Payment Discount.
- Acknowledgement of Bid Addenda (if any) – **SEE BID PROPOSAL FORM**
- Bid Security in the amount of five percent (5%) of the total bid amount must accompany each bid - **SEE ARTICLE 7 OF INFORMATION FOR BIDDERS.**

**NOTE: IN OUR ONGOING EFFORTS TO PREVENT FRAUDULANT ACTIVITY, ALL SUBMISSIONS MUST INCLUDE THE FOLLOWING:**

- **VENDOR'S BANKING INFORMATION (NAME OF BANK, ROUTING NUMBER, AND LAST FOUR NUMBERS OF ACCOUNT NUMBER)**
- **A COPY OF THE VENDOR'S W-9**

## **TOWN OF NORTH KINGSTOWN, RHODE ISLAND INFORMATION FOR BIDDERS**

### **ARTICLE 1. RECEIPT AND OPENING OF BIDS**

Sealed bids must be submitted in SEALED ENVELOPES, addressed to the **Town of North Kingstown Municipal Office Building, ATTN: Purchasing/Finance, 100 Fairway Drive, North Kingstown, Rhode Island 02852**, and clearly marked with the name of the item bid, and the date and time of opening. The Purchasing Agent will receive bids up to the specified time as noted on the Invitation to Bid/Request for Proposal, and publicly opened and read aloud at the specified time. **The Town of North Kingstown will respectfully follow any Covid-19 guidelines in place at the time of opening.**

Proposals submitted for a specified item must not be combined under the same cover with any other bid item.

It is the bidder's responsibility to see that their bid is delivered within the date/time, and at the place prescribed. Proposals received prior to the time of opening will be date/time stamped and securely kept unopened. No responsibility will attach to any officer or person for the premature opening of a proposal not properly addressed and identified.

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications to bid after such bid has been opened.

Any bid received after the time and date specified shall not be considered, by messenger or by mail, even if it is determined by the Town that such non-arrival before the time set for opening was due solely to delay in the mails for which the bidder is not responsible. Conditional or qualified bids will not be accepted.

### **ARTICLE 2. PREPARATION OF BID**

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, in ink or typewritten, both in words and figures. Erasures or other changes must be explained or noted over the signature of the bidder.

Each bid must be submitted in sealed envelopes, clearly labeled, so as to guard against opening prior to the time set, therefore.

The Town may consider any bid not prepared and submitted in accordance with the provisions hereof and reserves the right to reject any or all proposals in whole or in part, toward any item, group of items, or total bid; to waive any technical defect or formality in same, or to accept any proposal deemed to be in the best interest of the Town.

### **ARTICLE 3. TELEGRAPHIC MODIFICATION**

Telephonic, telegraphic, or oral bids, amendments or withdrawals will not be accepted.

### **ARTICLE 4. WITHDRAWAL OF BIDS**

Bids may be withdrawn personally or by written request at any time prior to the time specified for the opening. Bids may be modified in the same manner. Negligence on the part of the bidder in preparing the bid confers no right of withdrawal or modifications to bid after such bid has been opened.

### **ARTICLE 5. QUALIFICATIONS OF THE BIDDER**

The Town reserves the right to request each bidder to present evidence that they are normally engaged in purveying the type of product, service, or equipment bid on. No bid shall be considered from bidders who are unable to show that they are normally engaged in purveying the type of product or equipment specified in the bid proposal.

To receive full consideration, the bidder must submit literature and necessary details, when applicable, on the material or service he proposes to furnish in order that the Town may have full information available when analyzing the proposals.

### **ARTICLE 6. OBLIGATIONS OF THE BIDDER**

It is the responsibility of the bidder to have inspected the Specifications and Contract Documents (including all addenda) which have been posted on the Town of North Kingstown and State of Rhode Island Purchasing websites. The failure or omission of any bidder to receive or examine any form, instrument, or document or to inspect any item specified as a Trade-in shall (if applicable) in no way relieve any bidder from any obligation in respect to their bid.

When applicable, each bidder must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their contract. Insofar as possible the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

Any exceptions or deviations from the provisions contained in this specification must be explained in detail and attached to proposal. If such deviations do not depart from the intent of this notice and are in the best interest of the Town, the proposal will receive careful consideration.

### **ARTICLE 7. BID SECURITY BOND IS TO BE 5% OF THE CONTRACT PRICE.**

## **ARTICLE 8. “OR EQUAL” BIDDING**

The Town intends to permit liberal scope in bidding and specifically does not intend to limit bidding to any make or model. Whenever a material, article or piece of equipment is identified by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any proposed material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided it is in the opinion of the Town to be of equal substance and function.

## **ARTICLE 9. PRICES**

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

The prices in this bid shall be irrevocable for ninety (90) days, or until the bid is awarded by the Town Council. After award by the Town Council, said prices shall then remain firm for the duration of the Contract.

In the event a column headed “Vendor’s Offering” is provided in the bid proposal, enter your offering, compliance, or non-compliance in each space. DO NOT enter dollar amounts.

## **ARTICLE 10. TAX EXEMPTIONS**

The Town is exempt from payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para. I, as amended. The Town is exempt from payment of Federal Excise Taxes. The prices bid must be exclusive of taxes and will be so construed. Exemption certificates will be completed as required by the successful bidder.

## **ARTICLE 11. DELIVERY**

Delivery shall be F.O.B. North Kingstown, Rhode Island or as specified on the Bid Proposal Form.

## **ARTICLE 12. CONTRACT PERIOD AND TERM OF AGREEMENT (*When Applicable to Bid*)**

Contract period is found in the Standard Form of Agreement. If financially advantageous to the Town of North Kingstown, these contracts may be renewed or extended, from time to time, when agreed to, in writing, by both parties.

### **ARTICLE 13. LABOR REGULATIONS (*When Applicable to Bid*)**

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

- a. Contractors shall comply with the provisions of the General Laws of Rhode Island and attention is called to Title 37, Chapter 13, Section 1-16, relative to the payment of wages, obligations, and charges by Contractors on public works projects.
- b. Non-resident Contractors are subject to Section 44-1-6 of the Rhode Island General Laws, as amended. (OUT OF STATE CONTRACTORS.)
- c. The successful bidder will be required to comply with the Davis-Bacon Act (40 USC 2 to a-7) as supplemented by Department of Labor regulations (29CFR Part 5).
- d. The successful bidder will be required to comply with the Contract Works Hours and Safety Standards Act (40 USC 327-330) as supplemented by Dept. of Labor Regulations (29CFR, Part 5).
- e. The successful bidder will be required to comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- f. The successful bidder will be required to comply with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3).
- g. The successful bidder will be required to comply with the Safety and Health regulations (29 CFR, Part 1926, and all subsequent amendments) as promulgated by the Department of Labor.
- h. The successful bidder will be required to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352).

### **ARTICLE 14. SAFETY STANDARDS AND ACCIDENT PREVENTION (*When Applicable to Bid*)**

With respect to all work performed under this contract, the contractor shall:

- a. Comply with the safety standards provisions of applicable laws, building and construction codes, and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971.
- b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
- c. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured and shall make arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing

arrangement for removal of injured persons to a hospital or a doctor's care.

d. Bidders are informed that the Project is subject to the requirements of Section 292.675. RSMO, which requires all contractors or sub-contractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour) course in construction safety and health approved by the Occupational Safety and Health Administration (“OSHA”) or a similar program which is at least as stringent as an approved OSHA program. The training must be Completed within sixty (60) days of the date of work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation

## **ARTICLE 15. INSURANCE REQUIREMENTS (*When Applicable to Bid*)**

The Vendor/Contractor shall assume responsibility and liability for all injuries to persons or damages to property, directly or indirectly due to, or arising out of, their operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Vendor/Contractor shall also indemnify and save harmless the Town of North Kingstown against any and all claims of whatever kind and nature due to, or arising out of, their breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of their bid.

The Contractor shall furnish the Purchasing Agent with certificates of insurance from companies acceptable to the Town of North Kingstown. All insurance companies listed on certificates must be licensed to do business in the State of Rhode Island. The Vendor/Contractor shall provide a certificate of insurance as specified on the bid proposal form attached. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Vendor's/Contractor's work is acceptable by the Town.

The limits of the insurance must be at least in the amounts specified below;\*

1. (R) Commercial General Liability – Occurrence Form  
\$1,000,000/\$1,000,000.
2. (R) Automobile Liability – \$1,000,000. With both of the above naming the Town as additional insured.
3. (R) Worker's Compensation (if legally allowed and available). Waiver of subrogation applies to Worker's Compensation
4. (NR) Professional Liability – \$1,000,000.00



5. (NR) Asbestos Liability – \$1,000,000.00

\*Sample Certificate of Insurance attached (R) REQUIRED (NR) Not Required

The Vendor/Contractor shall secure, pay for, and maintain insurance as necessary to protect himself against loss of owned or rented capital equipment and tools, with provision for waiver of subrogation against the Owner, and shall secure, pay for, and maintain insurance as necessary to protect against errors and omissions which may result from this project.

When applicable, the Vendor/Contractor shall require similar insurance in the above amounts to be taken out and maintained by each sub-contractor. The Vendor/Contractor shall be fully responsible for the acts and omissions of their sub-contractors and of persons employed either directly or indirectly by him/her. Nothing contained in the contract shall create any contractual relation between any sub- contractor and the Town of North Kingstown.

**ARTICLE 16. PERFORMANCE BOND & LABOR AND MATERIAL PAYMENT BOND**  
***(When Applicable to Bid)***

The successful bidder will be required to furnish the Town with a performance Bond and Labor and Material Payment Bond, each in the amount of 100% of the contract price, as security for faithful performance of the Contract and executed by a surety company licensed to do business in the State of Rhode Island and approved by the Town. The failure of the successful bidder to supply the required Bonds within a time specified or within such extended period as the Town of North Kingstown may grant based upon reasons determined sufficient by the Town, shall constitute a default, and the Town may either award the contract to the next lowest bidder or re-advertise for bids

**ARTICLE 17. LAWS, ORDINANCES AND CODES**

All applicable Federal and State Laws, Ordinances and Codes of the Town of North Kingstown, Federal Labor Standards, and regulations of all authorities having jurisdiction over this Project shall apply to this contract the same as though written herein in full.

The Town of North Kingstown will not award the Contract to any Contractor who is, at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United State Department of Labor, or is not qualified under applicable Ordinances of the Town of North Kingstown, or the laws of the State of Rhode Island.

**ARTICLE 18. LIQUIDATED DAMAGES *(When Applicable to Bid)***

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within 10 days after he received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their Bid.

Failure on the part of the Contractor to complete the project within the agreed time schedule will result in a liquidated damage cost of One Hundred Dollars (\$100.00) per day, excluding Saturdays, Sundays, and holidays, to the Contractor, until completion (final Acceptance), excluding warranty periods. The Town may apply liquidated damage costs to current payment

requests not yet paid.

#### **ARTICLE 19. POWER OF ATTORNEY (*When Applicable to Bid*)**

Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **ARTICLE 20. NOTICE OF SPECIAL CONDITIONS (*When Applicable to Bid*)**

Attention is particularly called to those parts of the contract documents and specifications which deal with the following:

- a. Inspection and testing of materials
- b. Insurance requirements
- c. Wage rates
- d. Stated allowances

#### **ARTICLE 21. METHOD OF AWARD – LOWEST QUALIFIED BIDDER (*When Applicable to Bid*)**

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded. If such bid exceeds such amount, the Owner may reject all bids. The awarding authority will not award this contract unless the Contractor furnishes satisfactory evidence of his/her ability and experience to perform this work, and that he/she has sufficient capital and equipment to enable him/her to complete the work successfully and to complete it within the time named in the contract. **Pre-bid conferences may or may not be scheduled; therefore, it will be the responsibility of each bidder to visit the site and be familiarized.**

Town of North Kingstown  
DEPARTMENT OF Information Systems

BID FORM  
IT IS ONLY NECESSARY TO SUBMIT SPECIFICATIONS WORKSHEETS  
AND THIS PAGE FOR BIDDING PURPOSES  
ALONG WITH ANY OTHER PERTINENT BID INFORMATION

**To: Town of North Kingstown  
100 Fairway Drive  
North Kingstown RI 02852**

**I, (We), the undersigned, agree to furnish the Department of Information Systems, Town of North Kingstown, according to specifications:**

\_\_\_\_\_ \$ \_\_\_\_\_  
*(Price in words)* *(Price in figures)*

**Warranty/Guarantee:** \_\_\_\_\_

**Contract DATE:** \_\_\_\_\_ **TERMS:** \_\_\_\_\_

**DISCOUNT FOR EARLY PAYMENT:** \_\_\_\_\_

**COMPANY  
NAME:**

**ADDRESS:**

**SIGNATURE:**

(Please print name and title)

**TELEPHONE:**

**DATE:**