

REQUEST FOR QUALIFICATIONS

RFQ 24-001

Architectural, Engineering and/or Installation Services

These projects are funded by a Federal Grant

March 22, 2024

Westerly Armory Restoration, Inc., Westerly, RI, acting through its Operations Manager/Treasurer, is hereby soliciting sealed qualifications for the above referenced RFQ and you are hereby invited to submit Qualifications for the Scope of Work described in this Request for Qualifications, in strict accordance with the RFQ Documents. Westerly Armory Restoration, Inc. is the lessee of the historic Westerly Armory facility owned by the Town of Westerly and as the lessee's agreement requires, is tasked with the upkeep, maintenance, and improvement of the site for the purpose of an ongoing place of assembly and community museum.

TERMS AND CONDITIONS

RFQs shall be based on the Terms and Conditions as referenced in this Request for Qualifications.

RFQ DUE DATE/SUBMITTING INSTRUCTIONS

RFQs ARE DUE and MUST BE SUBMITTED on the enclosed, **Attachment B**, NO LATER THAN **2:00 p.m., April 29, 2024**. Envelopes containing RFQs **must be** sealed and addressed to the undersigned, at the Operations Department, 1st floor office, Westerly Armory Restoration, Inc., PO Box 614, Westerly, RI 02891 and must be clearly marked with the Name and Address of Bidder, Bid Due Date and Time, and RFQ Number and Title. Bidders must include one original and 2 hard copies and a Digital (soft) copy for Public Use on CD or flash drive of the Bid as defined in the Instruction to Bidders.

Non-Mandatory pre-bid walkthroughs must be scheduled by appointment on Mondays or Thursdays on or before April 22, 2024 at the Westerly Armory, 8 Dixon Street, Westerly, RI 02891.

BIDDER'S QUESTIONS

Questions and appointment confirmation regarding this solicitation must be emailed and received by the Operations Manager/Treasurer at jhumble417@aol.com no later than **12:00 PM on April 22, 2024** in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on Westerly Armory Restoration, Inc.'s website at westerlyarmory.com as an addendum to this solicitation. Bidders are responsible for checking the Westerly Armory Restorations, Inc. website for all addenda distributed in response to questions and requests for additional information.

SPECIAL INSTRUCTIONS TO BIDDERS

1. If the Bidder submits a supporting/additional document with their bid, that document must include page numbers.
2. This project is **Tax exempt** for Rhode Island Sales Tax and Federal Excise Taxes.
3. Selection Criteria -The evaluation will be completed by the Westerly Armory Restoration, Inc.'s Board of Directors. The members of the Board of Directors will, individually and collectively,

WESTERLY ARMORY RESTORATION, INC.

evaluate each properly submitted proposal, and shall select a group of finalists. Each finalist *may* be interviewed by the Board of Directors to determine, all factors considered, the most qualified and capable Firm with which to contract. The objective measurable criteria to be utilized is stated in the attached Scope of Work.

WESTERLY ARMORY RESTORATION, INC.

RFQ DOCUMENTS

Attachment A – Scope of Work/ Project Schedule, Pages 3-5

Attachment B – Vendor Information Page 6

Attachment C – Instruction to Bidders Pages 7-13

APPENDIX A – Federal and State Required Documents Pages 14-18

Agreement – Westerly Armory Restoration, Inc. Standard Professional Agreement
Pages 19-26

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

This solicitation is available at westerlyarmory.com

The Westerly Armory reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest evaluated bid deemed most favorable to the interest of Westerly Armory Restoration, Inc..

Westerly Armory Restoration, Inc. does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations.

Regards,

John Humble

Operations Manager/Treasurer

Westerly Armory Restoration, Inc.

PO Box 614

Westerly, RI 02891

Tel: (401) 596-8554

Email:

westerlyarmory.com

CC: File

ATTACHMENT "A"
SCOPE OF WORK
(And Project Schedule)

(A/E) Services for the Basement Upgrades and
Roof Repairs

RFQ 24-001

I. Project Overview

Westerly Armory is seeking qualifications from firms that provide Architectural/Engineering and/or Installation Services. The selected firm will provide Architectural/Engineering (A/E) and/or Installation Services for the development of Bidding Specifications to re-adapt the use of the basement area to an area that is building-code and ADA-compliant while incorporating the necessary environment control systems so that the community museum portion of the Armory's mission statement can be expanded beyond the current first and second floors. Concepts involving the design and installation of a three-story commercial elevator will be accepted for consideration.

Additionally, there is currently a need to re-surface the roof of the drill hall section of the building because of electronic damage such as the damage that occurred to the fire alarm system due to an electrical storm in mid-2023, there is urgent interest to install lightning protection. A firm plan of action in achieving the first step of environment management of the basement with the initial emphasis placed on humidity control. It is anticipated that the completion of all basement improvements will have to be addressed in phases as funds become available. As the basement build-out progresses, a more elaborate HVAC system will no doubt be needed but, in the meantime, it is desirable that a suitable engineering design and installation adopted now will not need to be undone but rather expanded upon in the future.

II. Scope of Services

A. The intent of this RFQ is to develop construction specifications:

1. Basement HVAC upgrades
2. Repairs to the drill hall roof
3. Lightning protection installation
4. Commercial elevator engineering design and installation

Note: It is permissible for firms having interest in one or more of the projects outlined above may respond to this RFQ with the understanding that their proposed work will not interfere with work of other firms if accepted. Westerly Armory Restoration, Inc. reserved the right to assign each project to accepted bidders.

B. Base Services

- ❖ The specifications shall ensure that the required methods and materials are employed for a compliant installation. Proposed specifications will be fully functional, meet all codes and regulations, and be cost effective.
- ❖ Perform all required functions for architectural, engineering and/or installation.
- ❖ The firm(s) will have the responsibility to provide comprehensive design services.
- a. **Cost Control:** Provide and maintain an overall project budget, including:

WESTERLY ARMORY RESTORATION, INC.

- i. Review and oversight hard construction cost estimates provided by the selected Vendor.
 - ii. Incorporation of all soft costs and project contingencies.
- b. **Schedule Control:** Provide and maintain a detailed schedule for timely project completion.
- c. **Construction Administration:** A/E team shall include costs and fees associated with the construction phase of the project. A/E team shall conduct all the necessary site visits, provide quality control, issue field reports, issue affidavits, review contractor requisitions and change orders, etc.

Note: Some items identified may not be not referenced in this scope but are listed for potential substitutions and/or for potential items to be used within the allowance budget.

III. Instructions for Submission of Qualifications

SUBMISSION REQUIREMENTS

CONTENTS OF STATEMENTS OF QUALIFICATIONS

To be considered responsive at a minimum the following must be provided:

- **Letter of Transmittal:** A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the firm.
- **Proof of Professional Registration/Certification:** Evidence of individual Rhode Island Professional Architectural/Engineer registration and Certificate of Authorization for your Firm, as well as proper certification for AutoCAD operator to be assigned.
- **Company Introduction:** Respondents are also required to include a complete description and other relevant information documenting organizational structure, number of employees and business background and specific office locations.
- **Relevant Firm Experience:** Respondents must demonstrate a minimum of FIVE (5) YEARS expertise relative to the services requested and include a listing of the firm's projects similar in concept to the project being proposed.
- **References:** Names of Organization, Contact Name, email addresses, and telephone numbers of at least **THREE (3)** previous clients who are familiar with the services provided by your firm must be included. By so listing, specific permission is granted to the Westerly Armory Board of Directors to contact said individuals to verify the satisfactory performance of the services provided. Respondent acknowledges that the Westerly Armory Board of Directors is granted specific permission to discuss past performance of Bidder and any of its proposed team members on any projects.

EVALUATION AND SELECTION CRITERIA

WESTERLY ARMORY will base its evaluation of responses on the following criteria, which are not necessarily in order of importance:

WESTERLY ARMORY RESTORATION, INC.

TECHNICAL SECTION

DESCRIPTION	MAXIMUM POINTS
Understanding of work as evidenced by the quality of the response submitted.	20
Background and experience in providing municipal architectural/engineering services for similar projects.	30
Background, education, qualifications, and relevant experience of key personnel including sub-consultants or subcontractor's consultants intends to use in performance of this contract.	20
Appropriate licenses held by consultant staff and sub-consultants/subcontractors.	15
References	15
TOTAL TECHNICAL	100

SELECTION PROCEDURES

- (a.) The Westerly Armory reserves the right to reject any or all responses, to accept any response, to negotiate changes to response terms, and to waive minor inconsistencies with the RFQ, if deemed in the best interest of the Westerly Armory Restoration, Inc.
- (b.) Responses submitted in response to this RFQ will be reviewed against the Selection Criteria listed above.
- (c.) The Board of Directors may assist the Westerly Armory in choosing a Consultant(s) to provide the requested services for Architect/ Engineering services.
- (d.) Consultants submitting the most acceptable, qualified responses may be invited to an interview with a Selection Committee.
- (e.) **The highest scoring firm(s) per project will be selected to submit a cost proposal to be negotiated.**

Westerly Armory Restoration, Inc. may enter into a contract with the Consultant(s) whose responses are determined to best meet the needs of Westerly Armory Restoration, Inc.

The Westerly Armory Restoration, Inc. is an Affirmative Action – Equal Opportunity employer. Respondents to this Request for Proposal agree and warrant that in the performance of the work on these projects, the firm will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental or physical disability.

IV. MILESTONE SCHEDULE DATES

The Successful Bidder agrees to perform the described Work in accordance with the following schedule milestones:

Anticipated Schedule

- | | |
|----------------------------------|---|
| 1. Issue Request for Proposal | March 22, 2024 |
| 2. Non-Mandatory Pre-bid Meeting | By appointment, Mondays & Thursdays on or prior to April 15, 2024 |
| 3. Questions Due | April 22, 2024 at 12:00 PM |
| 4. Proposal Submission | April 30, 2024 by 2:00 PM |
| 5. Vendor Award | TBD |

Construction Project Schedule

- | | |
|----------------------------|-----------|
| • Start of Construction | TBD, 2024 |
| • Construction Completion: | TBD, 2024 |

ATTACHMENT "B"
Vendor Information

RFQ NUMBER: 24-001

RFQ NAME: Architectural, Engineering and/or Installation Services

1. Basement HVAC upgrades
2. Repairs to the drill hall roof
3. Lightning protection installation
4. Commercial elevator engineering design and installation

Did you completed and submit **Appendix A**: YES _____ NO _____

Start: _____ calendar days after receipt of Award/Notice to Proceed.

EXCLUSIONS:

The qualifications submitted includes all stipulations and requirements of Addendum No. _____, which have been received and accepted by the undersigned.

What is the **Company's Experience Modification Rating** from your Insurance provider? _____ **EMR**.
If over 1.0, please explain why: _____

This Request for Qualifications, together with all documents, specifications, drawings and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Qualifications supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days, for this scope of work.

Company Representative

Print Name: _____

Authorized Signature: _____

Telephone

e-Mail

Street Address

City

State

Zip

Date: _____

Company Name: _____

ATTACHMENT "C"

INSTRUCTIONS TO BIDDERS (FOR CONSTRUCTION/SERVICES)

PURCHASING DEPARTMENT

1. Submission of Bids

- a. Envelopes containing bids **must be** sealed and addressed as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with RFP/RFQ number.
- b. The Operations Manager/Treasurer will decide when and if the specified time has arrived to open bids, and no bid received thereafter will be considered. The Operations Manager/Treasurer reserves the right to waive any informality in the bidding process.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.
- g. Proposals that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to reword or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.

2. Prices

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

3. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Westerly Armory Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

4. Qualification of Bidders

Westerly Armory Restoration, Inc. may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish Westerly Armory Restoration, Inc. with all such information and data for the purpose as may be requested

5. Addenda and Interpretations

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

All questions pertaining to the specifications or proposal procedure should be first directed to the Operations Manager/Treasurer. Where information from the Operations Manager/Treasurer differs from information from any other source, the information from the Operations Manager/Treasurer prevails. Westerly Armory Restoration, Inc. is not responsible for information obtained from any other source. It is the responsibility of the Bidder to check the website for all information regarding the request to bid.

6. "Or Equal" Bidding

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

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

7. Award and Contract

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

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

8. Equal Employment Opportunity Policy Statement

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

Westerly Armory Restoration, Inc. is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide Westerly Armory Restoration, Inc. with goods and services necessary for routine and emergency operations. Westerly Armory Restoration, Inc. will not discriminate against vendors as entities, or individual employees thereof on any legally- recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran's status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

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

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

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- A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Westerly Armory Restoration, Inc, PO Box 614, Westerly, Rhode Island, 02891 Attn: Operations Manager/Treasurer. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retentions or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor's sole responsibility.

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- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

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

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

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

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

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

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

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

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

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

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

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

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

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

Westerly Armory Restoration, Inc. reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

10. Labor Regulations

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

- A. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- B. Bidders must, if required, submit a compliance report concerning their employment practices and policies to maintain their eligibility to receive award of the Contract.
- C. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

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

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

12. Compliance with Instructions to Bidders

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

13. Priority of Terms and Conditions

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

14. Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy

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must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk or Flash Drive. The disk must include **all the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline_BidderName.pdf

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day. Bids may be opened publicly in Westerly Armory shortly after Bid receipt.

15. Binding Contract

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

16. DISCLAIMER

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

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are not liable for the accuracy of the information or its use by prospective Bidders.

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

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

The contractor or vendors supporting any project associated with this RFQ shall screen all personnel on the national and state level and/or other appropriate sexual predator database. Contractors and sub-contractors must conduct a sexual predator screening of all personnel. It is preferred that personnel are required to wear badges with a picture, employees name and name of affiliated firm.

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

APPENDIX A

Westerly Armory Restoration, Inc., as a recipient of federal grant funds, requires that the Contractor/Consultant agree to be bound by and comply with the following clauses and certification, which are incorporated by reference herein and have the same force and effect as if set forth in full text.

Termination for Cause

- A. Contractor shall be in default if at any time
 - 1) Contractor refuses, neglects or fails in any respect to perform the Services within this Agreement with promptness, diligence or in accordance with any of the provisions set forth herein,
 - 2) Contractor refuses, neglects or fails to perform any other obligations under this Agreement or provide adequate assurances of performance,
 - 3) Contractor makes an assignment for the benefit of creditors or bankruptcy or insolvency proceedings are instituted by or against Contractor, or
 - 4) Westerly Armory Restoration, Inc.'s sole judgment, Contractor's financial or other condition or progress on the Agreement shall be such as to endanger timely performance.
- B. If Contractor fails to remedy such default within 48 hours after receipt by it of such written notice (or, if such default is incapable of being remedied within 48 hours, Contractor fails to commence taking steps to remedy such default as quickly as possible, but, in any event within 30 days), Westerly Armory Restoration, Inc. may, in writing, and without notice to Contractor's sureties, if any, terminate the Agreement and/or pursue any other remedies available under the Agreement, by law, or in equity.
- C. Upon receipt of notice of termination, Contractor shall return any Company property, deliver all Work Product in progress, and provide Company with all intellectual property rights in any Work Product.
- D. Termination is not the Westerly Armory Restoration, Inc.'s exclusive remedy and is in addition to any other rights and remedies it may have under the Agreement or by law. Failure of Company to exercise any of its rights under this Section shall not excuse Contractor from compliance with the provisions of the Agreement nor prejudice rights of Company to recover damages for such default.

Termination for Convenience

Westerly Armory Restoration, Inc. may at any time, upon ten days written notice to Contractor, terminate the Agreement in whole or in part. Upon receipt of such notice, the RFQ awarded recipient shall discontinue providing Services on the date and to the extent specified in the notice and shall thereafter do only such work as may be necessary to preserve and protect the Services already in progress. Upon such termination, the RFQ awarded recipient waives all claims for damages as a result of such termination including, but not limited to, loss of anticipated profits, and any claims of Subcontractors or Suppliers as a result of such termination and shall accept the value of all Services completed through the date of termination as sole and complete compensation. No termination fee(s) shall be payable by Company.

Compliance with the Clean Air Act

- A. The RFQ awarded recipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The RFQ awarded recipient agrees to report each violation to Westerly Armory Restoration, Inc. and understands and agrees that Westerly Armory Restoration, Inc. will, in turn, report each violation as required to assure notification to the appropriate authorities, including the Environmental Protection Agency Regional Office if necessary.

- C. The RFQ awarded recipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the America Rescue Plan Act (ARPA).

Compliance with the Federal Water Pollution Control Act

- A. The RFQ awarded recipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
 - B. The RFQ awarded recipient agrees to report each violation to Westerly Public Schools and understands and agrees that Westerly Public Schools will, in turn, report each violation as required to assure notification to the Treasury and the appropriate Environmental Protection Agency Regional Office.
- C. The RFQ awarded recipient agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the America Rescue Plan Act (ARPA).

Compliance with the Davis Bacon Act

- A. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. § 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contracts are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, contractors are required to pay wages not less than once a week.

Compliance with the Copeland “Anti-Kickback” Act

- A. The RFQ awarded recipient shall comply with 18 U.S.C § 874, 40 U.S.S. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. The RFQ awarded recipient or subcontractor shall insert in any subcontracts the clause above and any other clauses in any lower subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided by 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act

- A. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause

set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. Westerly Armory Restoration, Inc. shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

Equal Employment Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

Procurement of Recovered Materials

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurementguideline-cpg-program>.
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

Domestic Preferences for Procurement

- A. As applicable, and to the extent consistent with 2 C.F.R. 200.322, the Contractor should, to the greatest extent practicable provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- B. The Contractor shall require any subcontractors to include the requirements of this section any subcontracts.
- C. For purposes of this section:
 - a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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- b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

FEDERAL AND STATE REQUIREMENTS

(Forms listed below must be submitted with your bid)

Forms referenced in this document are attached after this specification in the following:

1. Bidder Certification
2. Certification Regarding Debarment, Suspension And Other Responsibility Matters
3. Restrictions On Lobbying Certification
4. Non-Collusion Affidavit
5. Subcontracting Certification
6. Non-Collusion Affidavit Of Subcontractor
7. M/WBE Clause Certification
8. Certificate of Good Faith Efforts
9. Schedule of Intended Participation by Minority/Women Business Enterprises
10. Assurance of compliance with Title VI of the Civil Rights Act of 1964

Bidder Certification

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

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter a contract with Westerly Armory Restoration, Inc.. 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 Armory Operations Manager/Treasurer at the location indicated within the bid by the time/date specified for the opening of responses in a sealed envelope.

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

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

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Operations Manager/Treasurer 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 Armory Restoration, Inc. will cancel the original solicitation and re-solicit 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 Operations Manager/Treasurer. All pricing will be firm and fixed unless otherwise indicated. (R.I Sales Tax under the 1956 General Laws of the State of RI, 44- 18-30 Para1, as amended.) Westerly Armory Restoration, Inc. is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

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

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

PUBLIC RECORDS. Offerors are advised that all materials submitted to Westerly Armory Restoration, Inc. 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 westerlyarmory.com or appearing in person at the Westerly Armory's business office, Mondays and Thursdays between 9:00am-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 Westerly Armory Restoration, Inc.'s sole option.

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

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

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VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Westerly Armory Restoration, Inc., no claim for payment for services rendered or goods delivered contrary to or more than the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by Westerly Armory Restoration, Inc. 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 Armory Restoration, Inc. shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all Westerly Armory Restoration, Inc.'s 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. I. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

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

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

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

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 Westerly Armory'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 Manager at the Westerly Armory.

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>

BIDDER CERTIFICATION

(This document must be completed and submitted with your bid.)

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 Operations Manager/Treasurer 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 Operations Manager/Treasurer 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 Westerly Armory may be disregarded and shall not be binding on Westerly Armory.

___ 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 Westerly Armory Operations Manager/Treasurer 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 Westerly Armory Operations Manager/Treasurer in writing of such circumstance.

___ 8. I/we certify that I/we understand that falsification of any information herein or failure to notify Westerly Armory Operations Manager/Treasurer 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

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conditions for any contract or purchase order I/we may receive from Westerly Armory, 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 a detailed 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, and (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 and daytime telephone number

**CERTIFICATION REGARDING DEBARMENT & SUSPENSION and OTHER
RESPONSIBILITY MATTERS**

(This document must be completed and submitted with your bid.)

1. In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his her knowledge and belief, that its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
 - d. Have not within a three-year period preceding this application/ proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
 - e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a - d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

RESTRICTIONS ON LOBBYING CERTIFICATION

(This document must be completed and submitted with your bid.)

Pursuant to United States Public Law 101-121, Section 319, the undersigned duly authorized official of the proposer hereby certifies, to the best of her/his knowledge and belief, that:

1. No Federal appropriated funds have paid or will be paid, by or on behalf of the undersigned, to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or agency for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned duly authorized official shall require and ensure that the language of this certification be included in any award documents for subcontracts, grants, loans, and cooperative agreements, and that all subcontractors shall so certify and disclose accordingly.

This Certification is a material representation of fact, upon which reliance was placed when this transaction was made or entered into. The submission of this Certification is a prerequisite for making or entering into this transaction, imposed by Title 31 USC Section 1352. Any proposer (person) who fails to file the required certification shall be subject to civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure to file.

Proposer: _____

Signature: _____

Title: _____

Date: _____

NON-COLLUSION AFFIDAVIT

(This document must be completed and submitted with your bid.)

State of _____

County of _____

_____ being first duly sworn, deposes and says that:
(Individual's Name)

(1) He/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.)

herein referred to as the Bidder that has submitted the attached bid;

(2) He/she is fully informed respecting the preparation and content of the attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Westerly Armory, RI or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant,

(6) That no officer or employee or person whose salary is payable in whole or in part from Westerly Armory is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof,

Proposer: _____ Signature: _____

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____ 20_____

(Notary Public)

My Commission expires: _____

Subcontracting Certification

(This document must be completed and submitted with your bid.)

At the time of the submission of bids for the 24-001 Architectural, Engineering and/or Installation Services

my intention concerning subcontracting a portion of the work is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that the subcontractors are identified below, and any documentation, such as copies of letters, requests for quotations, quotations, etc., substantiating the actions taken and the responses to such actions will be made available upon request.

_____ It is not my intention to subcontract a portion of the work.

_____ It is my intention to subcontract a portion of the work using the following subcontractors.

(List company name and business address of each specialty subcontractor. Only one name shall be listed for each category. Use a second page if necessary.)

(1) _____

(2) _____

(3) _____

(4) _____

Name of Firm _____

By: _____
(Signature/Title)

Non-collusion affidavit of subcontractor

(This document must be completed and submitted with your bid.)

State of _____

County of _____)

_____ being first duly sworn,
Deposes and says that:

- (1) He, _____ of _____ herein referred to as the subcontractor;
- (2) He is fully informed respecting the preparation and content of the Subcontractor's Proposal submitted by the Subcontractor to _____ the Contractor for certain work in connection with the _____ contract pertaining to the project in Westerly, Rhode Island;
- (3) Such Subcontractor's proposal is genuine and is not a collusive or sham Bid;
- (4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Westerly Armory, RI or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant,
- (6) That no officer or employee or person whose salary is payable in whole or in part from Westerly Armory is directly or indirectly interested in this Bid, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof,

Proposer: _____ Signature: _____

Title: _____ Date: _____

Subscribed and sworn before me this _____ day of _____ 20 _____

(Notary Public)

My Commission expires: _____

M/WBE CLAUSE CERTIFICATION

(Minority/Women Business Enterprises)

(This document must be completed and submitted with your bid.)

To be eligible for award of contract for above project(s), the bidders must execute and submit as a part of his/her bid, the following M/WBE Clause Certification which will be deemed a part of the resulting contract.

Warning: This certification is vital and if not submitted, the Contractor/Consultant's bid will be considered to be nonresponsive. Similarly, if a false certification is submitted, the Contractor/Consultant's bid will be considered to be non-responsive.

The Contractor/Consultant agrees to use his/her good faith efforts as outlined in this certification to utilize M/WBE firms in the award of his/her subcontracts to the fullest extent with the suggested goals for this project. Under this M/WBE Clause Certification, the bidder agrees to maintain records to document contracts and specific efforts made to seek out and identify potential M/WBE Contractors. The bidder agrees to make good faith effort to replace an M/WBE subcontractor who is unable to perform successfully with another M/WBE.

DEFINITIONS

For the purposes of this certification, the following terms are defined:

1. Minority : A person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black (a person having origins in any of the black racial groups of Africa)
 - b. Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South, or Central America or the Caribbean Islands, regardless of race)
 - c. Asian American (a person having origins in any of the original peoples of the Far East, Southeast, Asia, the India Subcontinent, or the Pacific Islands)
 - d. American Indian and Alaskan Native (a person having origin in any of the original peoples of North America)
 - e. Members of other groups or other individuals found to be socially disadvantaged by the Small Business Administration under Section 8(a) of the Small Business Act as amended (15 U.S.C. 637(a)).
2. M/WBE: A small business concern which is owned and controlled by one or more minorities and/or women.
 - a. Which is at least 51 per centum owned by one or more minorities and/or women or in the case of publicly owned business, at least 50 per centum of the stock of which is owned by one or more minorities and/or women
 - b. Whose management and daily business operations are controlled by one or more such individuals.
 - c. In the case of a joint venture between a minority- or women-controlled enterprise meeting the requirements (1) above and a non-minority/women-controlled enterprise, the joint venture shall be found to be a M/WBE Contractor if the enterprise meeting the requirements of (1) above shall have more than one-half control over management of the project bid upon and shall have the right to receive more than one-half of the profit deriving from the project.

These goals are established in accordance with 2 CFR 200.321 and Executive Orders 11625 (26 FR 1976), and 12432. On all contracts, the bidder agrees to take affirmative actions to seek out and utilize M/WBE firms.

WESTERLY ARMORY RESTORATION, INC.

On contracts with suggested goals, the bidder must complete the "Schedule of Intended Participation by Minority/Women Business Enterprise." If the M/WBE participation submitted on the form does not meet the contract goals, the bidder must complete the "Certification of Good Faith Efforts" form.

Name of Firm or Individual (Type or Print)

Corporate Seal

Business Address

Authorized Agent (Signature)

Title

Date at _____, _____ this _____ day of _____, 20____.
(city) (state)

CERTIFICATE OF GOOD FAITH EFFORTS

(This document must be completed and submitted with your bid.)

Bidder has used his/her good faith efforts to use M/WBE firms as evidenced by the following actions taken.

Check those which have been done:

___ Bidder has advertised in general circulation, trade association of minority- or women-focused media concerning subcontracting opportunities.

___ Bidder has provided written notice to specific M/WBE firms that their interest in the contract was being solicited in sufficient time to allow M/WBE's to participate.

___ Bidder has contacted M/WBE firms who expressed interest to determine with certainty whether they were in fact interested.

___ Bidder has selected specific portions of the work to be performed for solicitation of M/WBE participation.

___ Bidder has provided interested M/WBE firms with information about the plans, specifications, and requirements of the project.

___ Bidder has negotiated in good faith with interested M/WBE firms for specific portions of the work to be performed on this project.

___ Bidder has made efforts to assist interested M/WBE firms in obtaining bonding, lines of credit, or insurance required in order to perform work on this project.

___ Bidder has used the services of minority and women community organizations, minority and women contractor groups, or governmental minority and women business assistance offices.

Please describe any additional or other efforts bidder has taken which were used to obtain M/WBE participation in this contract.

SCHEDULE OF INTENDED PARTICIPATION BY MINORITY/WOMEN BUSINESS ENTERPRISES

(This document must be completed and submitted with your bid.)

		Total Price	
Name and Address of Minority/Women Firms and Federal ID NO.	Type of Work	Dollars	Cents
Total Amount to be paid to M/WBE firms:			

Percent of total bid price including alternates which is to be paid to M/WBE firms for work performed, materials, and/or supplies furnished under this contract is ____%.

Assurances of Compliance with Civil Rights Requirements
(This document must be completed and submitted with your bid.)

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, consultants, contractors,

subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, consultants, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other OMB Approved No. 1505-0271 Expiration Date: November 30, 2021 3 agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in

conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

APPENDIX B

PROFESSIONAL SERVICES/CONSULTING AGREEMENT

Contract/PO Number: SAMPLE
Resolution Number (if applicable):

THIS CONSULTING AGREEMENT made effective as of the _____ day of _____ 20____
by and between **WESTERLY ARMORY RESTORATION, INC.** (the owner) and _____ (the
"Consultant").

1. **Engagement.** WESTERLY ARMORY RESTORATION, INC. hereby engage the Consultant as a consultant to perform the Services (as defined herein) subject to the terms and conditions of this Agreement, and the Consultant hereby accepts such engagement for and in consideration of the compensation hereinafter provided. The Consultant shall perform its obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations. The Consultant acknowledges that WESTERLY ARMORY RESTORATION, INC. retains the right to appoint additional consultants as WESTERLY ARMORY RESTORATION, INC. in its sole and unrestricted judgment, may from time to time determine to be in the best interests of THE WESTERLY ARMORY without liability or obligation to the Consultant. WESTERLY ARMORY RESTORATION, INC. makes no representation or warranty as to the aggregate compensation payable hereunder or the number or scope of projects for which it may engage the Consultant.

2. **Services.**

a. **Statements of Work.** The Consultant agrees to render services and prepare such deliverables as described in the numbered statements of work executed under this Agreement (each, a "Statement of Work"). Each Statement of Work constitutes a separate and independent contract of the Consultant which incorporates the terms and conditions of this Agreement. The tasks to be performed and the deliveries to be made by the Consultant pursuant to each Statement of Work are hereinafter collectively referred to as the "Services." The Consultant shall advise WESTERLY ARMORY RESTORATION, INC. in writing which of its employees will be responsible for the provision of the Services subject to the approval of WESTERLY ARMORY RESTORATION, INC, which approval shall not be withheld unreasonably (the "Designees"). The Services shall be performed in accordance with the time schedule indicated in the respective Statement of Work. Time is of the essence in the performance of this Agreement and the Services hereunder.

b. **Benefits.** The Consultant shall be responsible for all employee benefits and compensation and employment taxes with respect to its employees and agents. The Consultant shall indemnify, defend and hold harmless WESTERLY ARMORY RESTORATION, INC. and its affiliates, directors, officers, employees, agents and representatives and assigns of each, from and against all claims, suits, liabilities, costs and expenses arising under the preceding sentence, including, without limitation, attorneys' fees and expenses, assessments for withholding and similar taxes, claims for benefits and any similar claims by or with respect to such employees. In no event, shall an employee or agent of the Consultant be considered an employee or agent of WESTERLY ARMORY RESTORATION, Inc. Consultant agrees that in the event Consultant or Consultant's employees is {are} classified as an "employee(s)" by any governing authority, and WESTERLY ARMORY RESTORATION, INC. becomes liable for any payments for insurance, penalties, or other charges, Consultant shall reimburse THE WESTERLY ARMORY RESTORATION, INC. for any and all amounts charged against WESTERLY ARMORY RESTORATION, INC. The provisions of this Section 2(b) shall survive any termination of this Agreement.

c. **Licenses.** The Consultant is responsible for obtaining all licenses, certifications, registrations and authorizations necessary or advisable for the performance of the Services.

3. Compensation. As compensation for the performance of the Services, THE WESTERLY ARMORY shall pay to the Consultant the amounts ("Fee") specified in the applicable Statement of Work. The Consultant will be responsible for all travel and other business related expenses within the Greater Southern New England Area. Outside this area travel and business related expenses will be reimbursed by WESTERLY ARMORY RESTORATION, INC. only upon prior written authorization by THE WESTERLY ARMORY. Any such reimbursable expenses shall conform to the limitations, guidelines, reporting and approval procedures imposed by WESTERLY ARMORY RESTORATION, INC. upon its employees. Unless otherwise provided herein, all federal, state and local taxes, the cost of all required permits, licenses, registrations, certifications and other fees applicable to the performance of Services by Consultant, its subcontractors, if allowed, and each Consultant employee are included in the Fee. WESTERLY ARMORY RESTORATION, INC. shall pay Consultant the Fee in the manner provided in the Statement of Work.

4. Term. The term of this Agreement shall commence on the date hereof and shall continue for a period of _____ years. Notwithstanding the foregoing, this Agreement may be terminated (i) by either party at its convenience upon thirty (30) days written notice ("Early Termination") and (ii) by the non-defaulting party upon a breach or default of any material provision or obligation hereunder by, or upon the occurrence of an Insolvency Event with respect to, the other party, provided the party terminating this Agreement has, other than in connection with an Insolvency Event, first given the defaulting party 30 days written notice of such default or breach and such default or breach has not been remedied during such period to the reasonable satisfaction of the non-defaulting party ("Default Termination"). "Insolvency Event" shall mean the insolvency or general failure of a party to pay its debts as they become due; entrance of a party into receivership or any arrangement with creditors generally; filing of a voluntary or involuntary petition or other action or proceeding for bankruptcy or reorganization or dissolution or winding-up; a general assignment for the benefit of creditors; or a foreclosure or sale of a material part of a party's assets by or for the benefit of any creditor or governmental agency.

5. Limitations. In recognition of the Consultant's acknowledgment that the Services to be rendered to WESTERLY ARMORY RESTORATION, INC. pursuant to this Agreement are of a special and unusual character which have a unique value to WESTERLY ARMORY RESTORATION, INC., loss of which cannot adequately be compensated by damages in any action at law; in view of the unique value to WESTERLY ARMORY RESTORATION, INC. of the Services for which WESTERLY ARMORY RESTORATION, INC. has engaged the Consultant and the confidential information to be obtained by or disclosed to the Consultant; and as a material inducement to WESTERLY ARMORY RESTORATION, INC. to engage the Consultant, and to pay to the Consultant the compensation for such Services to be rendered to WESTERLY ARMORY RESTORATION, INC. by the Consultant (it being understood and agreed by the parties hereto that all of the compensation paid to the Consultant in connection with this Agreement by WESTERLY ARMORY RESTORATION, INC. shall also be paid and received in consideration hereof), Consultant covenants and agrees as follows:

a. No Representation. Consultant is not authorized and shall neither purport to act nor hold itself out as an agent, representative or partner of WESTERLY ARMORY RESTORATION, INC.. Nothing in this Agreement shall be construed to give the Consultant authority to represent or act on behalf of WESTERLY ARMORY RESTORATION, INC. in any manner with or before any person, party, court or governmental or regulatory agency without the express prior written authorization of WESTERLY ARMORY RESTORATION, INC.

b. Records and Ownership. All files, books, accounts, records, documents, notes, drawings, designs, lists, specifications, computer programs, data and other materials and information of any nature or copies of the foregoing, however recorded or stored, and related to WESTERLY ARMORY RESTORATION INC. (the "Records") shall at times belong to WESTERLY ARMORY RESTORATION, INC. and to the extent possessed by the Consultant hereunder, such possession shall be for the benefit of and as custodian for WESTERLY ARMORY RESTORATION, INC. The Consultant's possession of the Records is at the will of WESTERLY ARMORY RESTORATION, INC. and is solely for enabling the

Consultant to perform its obligations hereunder. The Records shall be readily separable from the records of the Consultant. All Records furnished to Consultant by WESTERLY ARMORY RESTORATION, INC., shall remain the property of WESTERLY ARMORY RESTORATION, INC. and shall be returned promptly upon completion of the Services, or at any time upon written request of WESTERLY ARMORY RESTORATION, INC. Consultant further agrees not to make any copies of any such written materials other than as necessary to accomplish the Services, all of which shall be returned as provided above.

c. **Reasonableness of Restrictions.** The Consultant has carefully read and considered the provisions of this Section 5 and, having done so, agrees that the restrictions set forth in such Section 5 (including, but not limited to, the time period of restriction and the nature of restriction are fair and reasonable and are reasonably required for the protection of the interests of WESTERLY ARMORY RESTORATION, INC.

d. **Injunction.** In the event of a breach or threatened breach by the Consultant of the provisions of this Agreement, WESTERLY ARMORY RESTORATION, INC. shall, in addition to any other rights and remedies available to it, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Consultant from committing any present violation or future violation of this Agreement.

e. **Application.** If required by WESTERLY ARMORY RESTORATION, INC., prior to commencing work under any Statement of Work, the Consultant shall cause each Designee to agree in writing to be bound by the provisions of this Section 5. The Consultant shall indemnify, defend and hold harmless WESTERLY ARMORY RESTORATION, INC. and its affiliates, directors, officers, stockholders, employees, agents and customers and the personal representatives and assigns of each, from and against all losses, costs, expenses (including attorney's fees and expenses) occasioned by any breach of any provision of this Section 5 by any Designee, including without limitation, the type described in the second sentence of Sections 5(c) and 5(f) above.

f. **Survival.** The provisions of this Section 5 shall survive the termination of this Agreement.

6. **Insurance.** Consultant shall provide and maintain the insurance coverages required by Exhibit A, attached hereto and incorporated herein. Contractor shall agree to all terms and conditions in Exhibit A.

7. **Notices.** All notices, demands, requests or other communications which may be or are required to be given, served or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be hand delivered (by prepaid courier) or mailed by certified mail, return receipt requested, postage prepaid, or sent by e-mail, addressed as follows:

If to : WESTERLY ARMORY RESTORATION, INC.
PO Box 614
Westerly, RI 02891
Attention: JOHN HUMBLE
jhumble417@aol.com

If to the Consultant:
Name:
Employee:
Street Address:
City, State, ZIP:
Federal ID Number:

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be delivered, given or sent. Documents delivered by

hand shall be deemed to have been received upon delivery; documents sent by telefax shall be deemed to have been received when the answer back is received; and documents sent by mail shall be deemed to have been received upon their receipt, or when delivery is refused by the addressee upon presentation.

8. **Security.** The Consultant agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at WESTERLY ARMORY RESTORATION, INC. premises or applicable outside such premises, to materials belonging to WESTERLY ARMORY RESTORATION, INC.

9. **Independent Consultant.** The Consultant shall perform Services hereunder only as an independent contractor. Under no circumstances shall the Consultant or any of its employees or agents be construed to be an employee, partner or agent of WESTERLY ARMORY RESTORATION, INC. and neither the Consultant nor any of its employees or agents shall be entitled to participate in THE WESTERLY ARMORY profit sharing, pension, bonus or other plans for the benefit of WESTERLY ARMORY RESTORATION, INC. employees.

10. **Assignment.** Neither this Agreement or any interest herein or any rights hereunder shall be sold or assigned by the Consultant, nor shall any of the duties of the Consultant hereunder be delegated to any person, firm or corporation, without prior notice to and written consent of WESTERLY ARMORY RESTORATION, INC. For purposes of this provision, assignment shall be deemed to include any change of control or transfer by operation of law.

11. **Standard of Care.** The Consultant hereby represents and affirms to THE WESTERLY ARMORY that the Consultant and each Consultant employee or subcontractor, if allowed, possess the knowledge, ability, professional skills, qualifications, and expertise necessary to perform the Services in accordance with the terms hereof. Upon request, the Consultant will furnish to WESTERLY ARMORY RESTORATION, INC. reasonable evidence of the professional qualifications and experience of each Consultant employee supplied pursuant to this Agreement. It is expressly agreed by the Consultant that the initiation and continuation of this Agreement shall be contingent upon Consultant's continuing satisfaction of the requirements of this section. The Consultant represents and affirms that it will exercise due diligence to perform the Services in accordance with the highest professional standards applicable to such or similar Services and in compliance with all applicable laws and regulations and the highest ethical standards. Any Services which do not meet these standards shall be reformed by the Consultant without cost to THE WESTERLY ARMORY until it meets WESTERLY ARMORY RESTORATION, INC. reasonable satisfaction. No cost or allowance incurred by Consultant in the performance of such rework shall be reimbursable hereunder. In addition, the Consultant represents and warrants that any information which it may supply WESTERLY ARMORY RESTORATION, INC. during the term of this Agreement (i) will have been obtained by the Consultant lawfully and (ii) will not be confidential or proprietary to any third person except for information related to customers of WESTERLY ARMORY RESTORATION, INC. which was learned in the course of the performance of the Services and is disclosed to WESTERLY ARMORY RESTORATION, INC. in connection therewith. Nothing in this Agreement shall be construed as authorizing or encouraging the Consultant to obtain information for WESTERLY ARMORY RESTORATION, INC. in violation of any third party's rights to copyright or trade secret protection.

12. **Adherence To Laws and THE WESTERLY ARMORY Policies.**

a. **Illegal Acts.** Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States or foreign country if applicable; or (ii) would have the effect of causing Company to be in violation of any laws, decrees, rules, or regulations in effect in either the United States or foreign country if applicable.

b. **Payments.** Consultant agrees that in connection with this Agreement or with any resultant contract, it will not, directly or indirectly, give, offer, or promise, or authorize to tolerate to be given, offered, or promised, anything of value to any official, entity, or employee with the intent to (i) influence any act or decision of

such official, entity, or employee, or (ii) induce such official, entity, or employee to use his influence to affect or influence any act or decision of any individual or entity in order to assist WESTERLY ARMORY RESTORATION, INC. in obtaining or retaining business, or in directing business to any person.

c. **Notice.** Consultant agrees to notify WESTERLY ARMORY RESTORATION, INC. immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any official, entity, or employee relating to the subject matter of this Agreement.

d. **Conformance with THE WESTERLY ARMORY Policies.** Consultant acknowledges that WESTERLY ARMORY RESTORATION, INC. has certain policies regarding, but not limited to, such things as drug use, alcohol, firearms, safety, security, smoking, sexual harassment, and similar actions which will also apply to the representatives of Consultant engaged to provide services hereunder. Consultant undertakes to have all of Consultant's representatives providing services at any WESTERLY ARMORY RESTORATION, INC. facility (including any facility of a customer or supplier of WESTERLY ARMORY RESTORATION, INC. and all of Consultant's representatives providing direct services hereunder, whether on or off WESTERLY ARMORY RESTORATION, INC. facilities, to agree to observe all applicable WESTERLY ARMORY RESTORATION, INC. policies and to sign agreements so indicating. Should WESTERLY ARMORY RESTORATION, INC., for any reason, deem any of Consultant's representatives unacceptable, WESTERLY ARMORY RESTORATION, INC. shall notify Consultant and Consultant shall, thereafter, neither send such representatives to WESTERLY ARMORY RESTORATION, INC. facility nor engage such representative in direct service for WESTERLY ARMORY RESTORATION, INC. on or off WESTERLY ARMORY RESTORATION, INC. facilities, but shall perform its obligations hereunder using other representatives acceptable to WESTERLY ARMORY RESTORATION, INC.

e. **Criminal Background Check and Substance Screening.** Each representative of Consultant providing services at any WESTERLY ARMORY RESTORATION, INC. facility and each of Consultant's representatives providing direct services hereunder, whether on or off WESTERLY ARMORY RESTORATION, INC. facilities, shall be required to successfully undergo a Criminal Background Check and Substance Screening prior to performing any services under this Agreement. Consultant shall require such representatives to cooperate in such Check and Screening. Provided, however, that such Check and Screening shall not be required of any representative of Consultant for whom Consultant can demonstrate successfully passed a similar Check and Screening within one calendar year prior to the proposed commencement of such representative's services under this Agreement. WESTERLY ARMORY RESTORATION, INC. shall have the final decision in determining whether any such Check and Screening is similar to WESTERLY ARMORY RESTORATION, INC. Check and Screening.

14. **Miscellaneous.**

a. **Waiver and Remedies.** The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only on the written consent of WESTERLY ARMORY RESTORATION, INC. and the Consultant. The remedies provided WESTERLY ARMORY RESTORATION, INC. and Consultant herein shall be cumulative, and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

b. **Titles; Recitals.** Section headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of this Agreement, the text shall control. Each of the statements set forth in the premises of this Agreement is incorporated into the Agreement as a valid and binding representation of the party or parties to whom it relates.

c. **Governing Law; Severability.** This Agreement is entered in Rhode Island and shall be construed in accordance with and governed by the substantive laws of the State of Rhode Island without regard to the conflict of laws provisions thereof. Whenever possible, each provision (including without limitation any subparagraph or part thereof in Section 5 above) of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and if any provision of this Agreement is held illegal, invalid or void, such provision may be changed to the extent reasonably

necessary to make it valid and enforceable and the remainder of this Agreement shall not be affected or impaired thereby.

d. **Entire Agreement.** This Agreement, together with all Statements of Work now and hereafter attached hereto (which are hereby incorporated herein by reference), represent the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior written or oral agreements, side letter, proposal, bid, quote or the like with respect thereto.

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

WESTERLY ARMORY RESTORATION, INC.

CONSULTANT

By: _____
(Signature)

By: _____
(Signature)

Name: Roberta Humble
(Print)

Name: _____
(Print)

Title: President
(Print)

Title: _____

Date: _____

Date: _____

OPERATION MANAGER/TREASURER

By: _____

Name: _____

Date: _____

STATEMENT OF WORK NO. 001

THIS STATEMENT OF WORK dated this the _____ day of _____, 20____, between WESTERLY ARMORY RESTORATION, INC. ARMORY (the "THE WESTERLY ARMORY") and _____ (the "Consultant") is entered into pursuant to the terms and conditions of that certain Consulting Agreement dated as of _____, 20____, between WESTERLY ARMORY RESTORATION, INC. and the Consultant (the "Agreement") which Agreement is incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

1. SERVICES:

The Consultant agrees to:

2. DUE DATES:

The above Services are to be performed as follows:

3. COMPENSATION:

Consultant will be paid _____ for all services rendered. Consultant shall submit _____ invoices to WESTERLY ARMORY RESTORATION, INC. ARMORY for all services performed under this agreement. Each invoice shall identify the services performed and _____. Invoices shall be submitted directly to _____ for approval. Such invoices shall be payable within thirty (30) calendar days of approval by THE WESTERLY ARMORY.

IN WITNESS, WHEREOF, WESTERLY ARMORY RESTORATION, INC. and the Consultant have executed this Statement of Work as of the date first set forth above, subject to the provisions of the Agreement.

WESTERLY ARMORY RESTORATION, INC.

CONSULTANT

By: _____
(Signature)

By: _____
(Signature)

Name: Roberta Humble
(Print)

Name: _____
(Print)

Title: President
(Print)

Title: _____
(Print)

OPERATIONS MANAGER/TREASURER

By: _____

Name: _____

Date: _____

Exhibit A

Standard Insurance and Indemnification Requirements

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

- A. **Certificates of Insurance:** The contractor will give the Westerly Armory a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: WESTERLY ARMORY RESTORATION, INC. PO Box 614, Westerly, Rhode Island, 02891 Attn: Operations Manager/Treasurer. Failure of WESTERLY ARMORY RESTORATION, INC. to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Westerly Armory to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Westerly Armory directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against WESTERLY ARMORY RESTORATION, INC., and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. **Indemnification/Hold Harmless:** The contractor shall indemnify, defend, and hold harmless the Westerly Armory and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Westerly Armory, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

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

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

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

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

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

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

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

E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of WESTERLY ARMORY RESTORATION, INC. shall apply.

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

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

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

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

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

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

WESTERLY ARMORY RESTORATION, INC. reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.