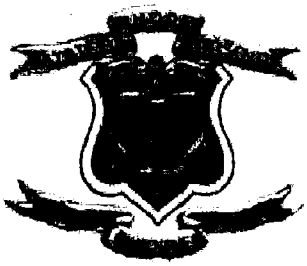

**Solicitation Information**

**DATE: October 9, 2015**

**RFQ: #7549958**

**TITLE: Plumbing Services-General Repairs/Maintenance (MPA-40)**

**Submission Deadline:**

**DATE: November 2, 2015**

**TIME: 11:00AM (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at **doa.purconstruction@purchasing.ri.gov** no later than **October 22, 2015 @ 5:00 PM (ET).** Questions should be submitted in a *Microsoft Word attachment.* Please reference the RFP# 7549957 on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: NO**

**BOND REQUIRED: NO**

**John F. O'Hara II**
**Chief Buyer**

Applicants must register on-line at the Division of Purchases' Website at www.purchasing.ri.gov

**Note to Applicants:**
Offers received without the entire completed three-page "RIVIP Bidder Certification Cover Form" attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

State of Rhode Island

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

# INVITATION TO BID

**SOLICITATION TITLE:** **Plumbing Services-General Repairs/Maintenance (MPA-40)**
**SOLICITATION NUMBER:** **7549958**
**BID PROPOSAL SUBMISSION DEADLINE:** **November 2, 2015 at 11:00 AM**

**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at www.purchasing.ri.gov. To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

**BIDDER CERTIFICATION COVER FORM**: Bidders must download (obtainable at www.purchasing.ri.gov), complete, and submit a Bidder Certification Cover Form with each bid proposal.

| | |
|---|---|
| **Solicitation Date:** | Friday, October 09, 2015 |
| **Project Description:** | **Plumbing Services-General Repairs/Maintenance (MPA-40)** |
| **Project Location:** | Statewide |
| **Completion Time:** | As required |
| **User Agency:** | All State Agencies |
| **Awarding Authority:** | The State of Rhode Island Department of Administration<br>Division of Purchases, 2nd Floor<br>One Capitol Hill, Providence, RI 02908-5855 |
| **Design Agent:** | |

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated Click here to enter a date. for the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at www.purchasing.ri.gov.

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

**Continued onto next page**

State of Rhode Island

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

# INVITATION TO BID

## Electronic Solicitation Bidding Information

### Downloading and Accessing Additional Electronic Solicitation Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".

**Buyer Name: John F. O'Hara II, Title: Chief Buyer**

State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

**NOTICE TO VENDORS**

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.**

The public copy must be submitted in .pdf (portable document file) format on a ***read-only*** CD-R media disc. The disc must include ***all of the documents*** submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

***Example:*** 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (3) bid number; and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq*.

For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at www.purchasing.ri.gov

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

# DIVISION OF PURCHASES
# INSTRUCTIONS TO BIDDERS
# PUBLIC WORKS SERVICES (PWS)

## 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 a nonresponsive bid proposal and/or the rejection of the bid proposal.

## 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.

## Offer to Contract

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

## Addenda

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

## Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

## Prebid Conference

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

## Costs

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

## Preparation of Bid Proposal

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

## Submission of Bid Proposal

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Request for Quote, Bid Surety, IRS Form W-9, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered to the Division of Purchases (via mail, messenger service, or personal delivery by the bidder) by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

## Charges

Bid proposals shall include only materials, parts, and labor in the Unit Price and Total. Travel, mileage, or other miscellaneous charges shall not be included in the Unit Price or Total.

## Bidder Certification Cover Form

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

## Public Copy

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a ***read-only*** CD-R media disk. The disk must include ***all of 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 and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

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

SolicitationNumber_Bid Proposal Submission Deadline_BidderName_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

***Example:*** 7543210_11-08-2013_OceanStateCompanyInc_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the pubic 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.

*For Rhode Island Department of Transportation highway and bridge projects,* in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a ***read-only*** CD-R media disk as the "public copy."

## Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

## Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

## Taxes

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

## Bid Surety

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.)* An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61$^{st}$ day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

## Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

## Domestic Steel

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

## Withdrawal

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

## Reservation of Rights

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

## Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

## Prevailing Wages

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

## Occupational Safety

The successful bidder must ensure (if the total contract price is at least $100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

## Hazardous Substances

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

## Substitutions

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

## Licenses

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

## Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

| Type of Insurance | Amount of Coverage |
|---|---|
| Comprehensive General Liability | |
| Bodily injury | $1 Million each occurrence<br>$1 Million annual aggregate |
| Property damage | $500,000 each occurrence<br>$500,000 annual aggregate |
| Independent contractors<br>Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations)<br>Completed operations<br>Personal injury (with employee exclusion deleted) | |
| Automobile Liability | |
| Combined Single Limit | $1 Million each occurrence |
| Bodily injury, property damage, including nonowned and/or hired vehicles and equipment | |
| Workers Compensation | |
| Coverage B | $100,000 |
| Environmental Impairment ("pollution control") | $1 Million or 5% of contract amount, whichever is greater |

*The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

## Minority Business Enterprises

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at www.mbe.ri.gov or (401) 574-8670.

## Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at www.diversity.ri.gov/eeo/eoopagehome.htm or (401) 222-3090.

## Drug-Free Workplace

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

## Sprinkler Impairment

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at www.purchasing.ri.gov.

## Foreign Corporations

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

## Campaign Finance

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than $250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at www.elections.ri.gov or Board of Elections, Campaign Finance, (401) 222-2056.

## Binding Contract

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, 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 Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

## Compliance with Terms of Contract

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
**1511 Pontiac Avenue**
Cranston, RI 02920-4407

TTY: Via RI Relay 711

**Lincoln D. Chafee**
**Governor**
**Charles J. Fogarty**
**Director**

## STATE CONTRACT ADDENDUM

## RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

## PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars ($1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;

2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);

3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;

4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;

5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training
Center General Complex
**1511 Pontiac Avenue**
Cranston, RI 02920-4407

Telephone; (401) 462-8000
TTY; Via RI Relay 711

**Lincoln D. Chafee**
**Governor**
**Charles J. Fogarty**
**Director**

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;

8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.

9. For general or primary contracts one million dollars ($1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.

10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars ($100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;

11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars ($1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;

12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

**Center General Complex**
**1511 Pontiac Avenue**
Cranston, RI 02920-4407

Telephone: (401) 462-8000
TTY: Via RI Relay 711

**Lincoln D. Chafee**
**Governor**

**Charles J. Fogarty**
**Director**

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

## CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this___day of_____, 20_.

_____
Notary Public
My commission expires:_____

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*
*TTY via RI Relay 711*

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
1511 Pontiac Avenue
Cranston, RI 02920-4407

Telephone: (401) 462-8000

**APPENDIX A**

# TITLE 37
# Public Property and Works

## CHAPTER 37-13
## Labor and Payment of Debts by Contractors

### SECTION 37-13-5

**§37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPRENDIX B

# TITLE 37
# Public Property and Works

## CHAPTER 37-13
## Labor and Payment of Debts by Contractors

### SECTION 37-13-7

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.** -(a) Every call for bids for every contract in excess of one thousand dollars ($1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

(1) The basic hourly rate of pay; and

(2) ) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

State of Rhode Island
Division of Purchases

Public Works
Bid Preparation Checklist

**Date:** **10/9/2015**

**Bid#:** **7549958**

**Title:** **Plumbing Services-General Repairs/Maintenance (MPA-40)**

**This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.**

**Bid Proposal Package:**

☒ RIVIP Bidder Certification Cover Form (completed) signed in ink

☒ Bid Form
- All applicable blank spaces on the Bid Form have been completed
- All Addenda have been acknowledged
- Bid price printed legibly in ink (in both words and figures that match where specified)
- Erasures or corrections have been initialed by person signing the Bid Form
- Bid Form is signed in ink

☐ Bid Surety
- Bid bond or certified check (for DOT projects, bid bond only)
- Bid surety is five percent of the bid total (or such other specified amount)
- Bid Bond is signed by the bidder and surety
- Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond

☒ Public Copy of bid proposal in pdf format on a read-only CD-R media disk

☐ General Contractor Apprenticeship Certification Form "2013-14" (for projects $1,000,000 and greater) required at time of bid proposal submission

*Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.*

- ☒ Applicable professional licenses (as specified in the Solicitation)
- ☒ Rhode Island Contractor Registration Board No.
- ☒ All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
- ☒ Each bid proposal submitted in a separate sealed envelope
- ☒ Completed Form W-9
- ☐ Other _____

**Buyer Name: John F. O'Hara II**

**Contact Information: 401-575-8125**

FORM W-9
REV 8/15

# STATE OF RHODE ISLAND
## FORM W-9 PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

**THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A $50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.**

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)** | | | | **Employer ID No. (EIN)** | |

**NAME** _____

**ADDRESS** _____

**CITY, STATE AND ZIP CODE** _____

**PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE**

**ADDRESS** _____

**CITY, STATE AND ZIP CODE** _____

**CERTIFICATION:** Under penalties of perjury, I certify that:

(1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), **and**

(2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.

(3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

***Please sign here and provide title, date and telephone number:***

**SIGNATURE**_____ **TITLE**_____ **DATE**_____ **TEL NO**_____

*Original Signature Required (Digital Signature Not Acceptable)*

**BUSINESS DESIGNATION:**

*Please Check One*: Individual ☐ Corporation ☐ Trust/Estate ☐ Government/Nonprofit Corporation ☐

Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐

LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

**TIPS:**

**NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:

1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

**Mail Completed Form To:**
**Supplier Coordinator**
**Purchasing Department**
**One Capitol Hill, 2nd Floor**
**Providence RI 02908**

**Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov**

For State Use Only:

IRS____ RI SOS____ FED_____ Other_____

RI Supplier # _____ Approved _____

Date Entered _____ Entered By_____

**Solicitation Information**

**DATE: October 9, 2015**

**RFQ: #7549958**

**TITLE: Plumbing Services-General Repairs/Maintenance (MPA-40)**

**Submission Deadline:**

**DATE: November 2, 2015**

**TIME: 11:00AM (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at **doa.purconstruction@purchasing.ri.gov** no later than **October 22, 2015 @ 5:00 PM (ET).** Questions should be submitted in a *Microsoft Word attachment.* Please reference the RFP# 7549957 on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: NO**

**BOND REQUIRED: NO**

**John F. O'Hara II**
**Chief Buyer**

Applicants must register on-line at the Division of Purchases' Website at www.purchasing.ri.gov

**Note to Applicants:**
Offers received without the entire completed three-page "RIVIP Bidder Certification Cover Form" attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## SECTION 1: INTRODUCTION

The State of Rhode Island (the "State"), by and through its Division of Purchases (the 'Division") on behalf of all State agencies ("User Agencies"), solicits Master Price Agreement ("MPA") proposals from ("Contractors") having experience, licenses, certificates and qualifications in maintenance and repair of residential, commercial and industrial heating and plumbing systems including the furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations as necessary and described in accordance with the terms of this request for proposals ("RFQ") and the Division's General Conditions of Purchase, which may be obtained at www.purchasing.ri.gov . If awarded, the term of the MPA contract shall commence on or about **December 1, 2015 and expire November 30, 2016** unless terminated, cancelled, by the Division.

Contractors may be required to perform any or all of the services specified herein. Contractors shall enter into a MPA contract with the State consistent with the terms of this RFP and responses thereto.

## INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

2. All costs associated with developing or submitting a proposal in response to this RFQ, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.

3. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

4. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

5. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.

6. It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

7. All proposals should include the vendor's FEIN or Social Security number as evidenced by an IRS Form W9, downloadable from the Division's website at www.purchasing.ri.gov.

8. The purchase of services under an award made pursuant to this RFQ will be contingent on the availability of funds.

9. Vendors are advised that all materials submitted to the Division for consideration in response to this RFQ shall be subject to the Rhode Island "Access to Public Records Act", R. I. Gen. Laws § 38-2-1, *et seq.* shall be without exception, and shall be available for public inspection upon request once an award has been made.

10. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFQ.

11. "Equal Employment Opportunity Act", R.I. Gen. Laws § 28-5.1-1 provides as follows: (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.

12. In accordance with R.I. Gen. Laws § 7-1.2-140, no foreign corporation, (a corporation without a Rhode Island business address), shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).

13. Vendors must comply with the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov

## SECTION 2: BACKGROUND

The Work will entail the installation and modification of miscellaneous plumbing maintenance, repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services ("Projects") may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an "as needed, when requested" basis. This request for proposals does not guarantee that the State will utilize any contractor for a minimum/maximum amount of time or for a minimum/maximum dollar value over the term of the MPA contract.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a

lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

## SECTION 3: SCOPE OF WORK

### General Scope of Work

The State of Rhode Island has numerous buildings located throughout the State, including but not limited to all Educational Facilities as need. These buildings all have plumbing systems that will require service, repair or maintenance in order to keep the equipment in both working order and the buildings properly heated and/or cooled. The health, safety and welfare of the employees, public, customers and clients are enhanced when plumbing systems work well. Service will include all testing, scheduled maintenance, emergency repairs and other work as necessary. The State does not have maintenance personnel to provide the required services and is therefore soliciting quotes from qualified contractors.

The State's facilities are located throughout the State of Rhode Island in the five counties: Providence, Kent, Washington, Newport and Bristol.

**3.1** Contractor(s) must have proper PPE for all service calls and address work/services including but not limited to those enumerated herein:

**3.2** Contractors are responsible for testing equipment and troubleshooting complex problems to develop effective resolutions.

**3.3** Contractors must have an understanding of the operation and maintenance of tools and equipment of the trade.

**3.4** Contractors must establish and maintain effective working relationships with those contacted in the course of the Project such as customers, project managers, inspectors, and other crafts, including assisting others and working cooperatively.

**3.5** Contractors shall maintain records related to work performed including use of computers.

**3.6** Contractors must be able to read and interpret plans, diagrams, drawings, instructions, and related technical materials.

**3.7** Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.

**3.8** Contractors shall be responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed or damaged must be restored to their original condition.

**3.9** Contractors must respond to service calls if requested by a User Agency and be available 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Response time to emergencies and routine request is expected to be timely, and proposals will be reviewed in part

on the Contractor's ability to provide such "on-call" service and by written commitment to respond timely to both scheduled and emergency situations. Contractors must send a qualified licensed personnel to the User Agency location and supply all necessary tools, equipment, and replacement parts to perform repairs or diagnose the problems. Such supplies, materials and parts shall be of the highest quality and the cost of such shall be billed as reflected in the bid document.

**Contractor(s) must respond as requested by the Eligible Entity:**

i. Emergency calls – Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.

ii. Service calls – Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the User Agency.

**3.10** Contractors must be able to make preliminary assessments of the plumbing problems based upon the telephone communications with the User Agency.

**3.11** Failure to arrive at the User Agency location without a qualified licensed person may be considered an unacceptable service call. Contractors shall not charge for an unacceptable service call and the User Agency shall not be required to pay for an unacceptable service call.

**3.12** Contractors must receive prior approval from the User Agency to perform any and all projects including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and contractors shall not be compensated for such services. In addition Contractors shall be held accountable for any unauthorized services and responsible for compensating the User Agency if any damage occurs. User Agencies the contracting authority shall be responsible for requesting Contractor service and compensating Contractors.

**3.13** Contractors shall be responsible for cleaning the work area after the Project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition.

**3.14** Contractors shall be responsible for informing designated User Agency personnel to status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates and accrued and project costs.

**3.15** The User Agency must be advised and must approve if more than (1) person is necessary on the project.

**3.16** Contractors shall be required to complete User Agency "time-in/time-out logs. All Projects related work is to be coordinated through designated User Agency personnel. In addition, a suitable Contractor work order form shall be maintained by the User Agency documenting Contractor personnel on the Project site, together with start and completion times. The Contractor representatives must sign the work order form and retain a copy for his/her files. Work order forms shall be used for verifying billable hours.

**3.17** All Contractors personnel shall dress appropriately with clear identification of the employee's name.

**3.18** Contractors shall maintain a twenty-four (24) hour capability with sufficient manpower, equipment and vehicles to assure emergency repair response and a two (2) hour response time is expected for emergency service. The Contractors' response staff should be the individual or individuals most familiar with the distribution system.

**3.19** Contractors shall receive a copy of the User Agency's schematic and shall be required to maintain said schematic throughout the duration of the Project.

**3.20** Contractors must be located within 60 miles of Rhode Island.

**3.21** Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.

**3.22** Contractors shall be responsible for supplying all equipment needed to complete projects. All tools and equipment are to be included in the Contractors hourly rate. Charges for additional equipment beyond the scope of a standard service call must be authorized in writing by the User Agency.

**3.23** In addition to license requirements, Contractors responding to this RFQ must certify that all work/services performed for User Agencies shall be performed by an individual(s) holding valid Rhode Island licenses.

## SECTION 4: GENERAL REQUIREMENTS

The intent of this contract is to establish relationships with plumbing contractor(s) that are capable of providing a full spectrum of services consisting of maintenance, repair and replacement of the heating systems, subsystems, and components normally considered as part of a plumbing system. In addition, the contractor(s) must provide services required for the proper functioning of the system according to standard industry practices and usage for the best value.

The types of work anticipated under the scope of this contract are as follows:

1. Service or maintenance - includes but is not limited to the cleaning, minor repair, lubrication, overhaul and all other regular maintenance on the equipment in order to keep it in proper running order.
2. General & emergency repairs - repairs as required bringing plumbing equipment back online and restoring to proper working order.
3. Replacement in kind of equipment that is damaged or deteriorated beyond the point of economic repair.

Charges for general and emergency repairs to the systems will be on a time and material basis, with a written scope of work to be mutually agreed upon by the State and the contractor(s). **All hourly rates are to be on site rates only.** No travel or portal to portal. The contractor(s) must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters valves, piping, furnaces, boilers, as well as other appurtenances and components used to control the temperature, humidity and air flow. In addition, related electrical, mechanical and control components are included in the maintenance.

The contractor(s) shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective plumbing systems in optimum operating condition at all times. The contractor(s) shall provide the necessary transportation for all repair personnel, materials, and equipment in order to fulfill the terms of the contract. Service, inspections and non-emergency repairs will be performed at the straight time rate during the each facility's normal business hours if requested.

**A. Service or Maintenance**

Upon specific request of the State, the Contractor will perform service or maintenance work necessary for the proper operation of equipment or systems. Work shall be performed in accordance with the manufacturer's recommendations.

Duct cleaning and air balancing services may be requested under this contract. If requested, Contractor shall provide a cost proposal for such services, and subsequently, a separate Purchase Order would be issued for these services.

**Additional Service or Repair Charges**
All materials and parts needed for above work shall be at the vendors cost plus the fee as described on the COST PROPOSAL FORM to this RFQ. The State of Rhode Island will have at is discretion to the ability to purchase and provide material under this Award for the vendors, if the State see benefit.

Contractor's personnel and sub-contractors must sign in to the State Facility Log indicating purpose of visit, person supervising the work, time arrived, time leaving and may be required to receive a visitors badge before work can begin. No additional travel time charge to provide maintenance, repair or emergency service shall be paid by the State of Rhode Island.

**B. General and Emergency Repairs**
Bidders are required to provide pricing for standard labor hours on site, evening and weekend hours, as well as holiday hours for the performance of repairs necessary to ensure that the heating, ventilating, and

air conditioning systems operate in accordance with the manufacturer's specifications and building occupant requirements.

It is expected that emergency repair service will be available 24 hours a day, 7 days a week, on a year-round basis. The vendor's maximum response time for emergency service must be detailed in the proposal. Vendors must not send two technicians a matter of routine. The Agency must approve if more than one person is necessary.

Contractors will be compensated for parts and materials on the basis of the vendors cost plus a fee as indicated in the COST PROPOSAL FORM contained in to this RFQ. The State of Rhode Island will have at is discretion to the ability to provide and purchase material and or provide supplemental labor under this Award for the vendors, if the State see benefit.

The Contractor shall procure all necessary licenses and permits needed to conduct the work required under this contract. The State will reimburse Contractor for the cost of permits. All costs and fees related to any licenses shall be the sole responsibility of the Contractor.

**C. General Provisions — Service / General and Emergency Repairs**

1. All maintenance and repair work performed shall conform to all applicable codes and ordinances.
2. The Contractor shall, at all times, maintain a staff of technicians, qualified and certified, to perform the services required as described in this proposal. (Certification should include having the required Rhode Island license.) A minimum of two (2) technicians shall be available to respond to emergency service calls, which may be received at any time, in order to promptly affect temporary and/or permanent repairs.
3. Certifications must be submitted with RFQ, for all current employees who will service the State's equipment. Any future employees that are hired after the Contract commences must have written certification forwarded to the Division of Purchases prior to their first service call.
4. Replacement parts or components must conform to original equipment manufacturer's specifications. If correct replacement parts are discontinued, and no longer available, replacement shall be made in accordance with proposed labor and material rates as specified.
5. The Contractor shall have a dispatcher available through one (1) telephone number and provide 24 hours response to service calls, seven (7) days per week including holidays.
6. Maintenance and repairs of a non-emergency nature, shall be performed on straight time during the normal operating hours of the building in which the work is being performed.
7. Emergency maintenance and repair, requires the Contractor be on site to begin work as soon as possible or within one hour after the initial service call request.
8. During the course of repairs or preventive maintenance, if the technician notices any condition not in his scope of work, that warrants repair or service, this condition should be brought to the owner's attention.
9. Proposals for recommended repair and/or maintenance must be prepared and submitted to the State. Each work item will be described and cost estimated, in the proposal.
10. Field Service reports must be provided each time service is performed at a facility. The Contractor shall supply the State with written verification of all work performed, man hours required, materials/parts used, technician(s) name(s), date(s) and hours of service.
11. Monthly billing reports must be provided to the State listing each work order which has been billed out during the month, the cost and date completed. These items will be listed by building

location and be a cumulative list with a year to date total by building and overall. Contractor must provide any additional ad-hoc reports as requested, at no cost to the State.

12. Contractor must furnish, provide all necessary tools and equipment to perform the work required at no additional cost. (Not including consumables)
13. Vender must be willing to train designated State of Rhode Island facilities personnel in routine preventative maintenance procedures.
14. Be advised that the Contractor must possess all required licenses at the time of bid.
15. Contractor must acknowledge the Fee Structure as indicated on the COST PROPOSAL FORM.
16. Contractor shall furnish labor and material rates as indicated on the COST PROPOSAL FORM. Unit price for hourly labor shall include the cost for fringe benefits, overhead, profit and, transportation, etc. No additional mark-up will be allowed.

## SECTION 5: Price and Related Factors:

Award(s) will be made to the vendors that offer the best value to the State. The State may determine that an offer is unacceptable if the pricing offered is significantly unbalanced.

### 5.1 Fixed Fee Lump Sum Award:

*This method will apply to those projects that have a defined scope of work.

No individual Project shall exceed the maximum cost of thirty thousand dollars ($30,000). A minimum of three (3) written quotes will be required form user agency. The Contractor shall submit a properly itemized proposal covering the requested Work. This proposal shall be itemized to include the various components of work and shall be segregated by labor, materials and equipment in a format satisfactory to the User Agency. Any amount in excess of the maximum dollar amount must be reviewed and receive authorized by the Division. The Division reserves the right to solicit quotes from all Contractors for any project regardless of its estimated value. Contractors must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of the User Agency. The quotation shall be provided within three (3) business days of the original request, and shall include a detailed summary in accordance with the MPA contract rates. The User Agencies shall be under no obligation to pay for Work done without prior approval and the State may at its sole option request alternative quotations.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

## 5.2 Time and Materials Award:

*This method is for those projects or special tasks for which the specifications are uncertain or difficult to determine in advance.

**Projects or special tasks may include but not limited to:**

1. Evaluate/inspect the existing distribution system.
2. Update the existing one-line drawings including identification of feeders, switch configurations and transformer nameplate data.
3. Identify areas within the plumbing system for improving reliability and redundancy.
4. Assist the Utility Department with developing a preventative maintenance plan.
5. Identify and document all distribution system related equipment. (Including nameplate data, age and condition).
6. Assist the Utility department with developing a master plan for replacement of equipment and cables deemed at/near end of useful life.

**Note:** The additional tasks above will require varying levels of expertise. It is understood that these tasks will be implemented on a T&M basis utilizing personnel described in the proposal.

Contractors shall submit an itemized proposal to User Agencies which include the various components of work/services for a Projects segregated by labor, materials and equipment in a format satisfactory to User Agencies. The allowable markup for indirect overhead and profit on all items shall be limited to 15%. The Owner shall be entitled to any and all material or trade discounts (off list prices) that the plumber vendor receives. Material quotes or invoices shall provide the discounted rate.

In the event a time and materials option has been deemed in the best interest of the State a not to exceed amount must be provided by the Contractor to the Agency. The not to exceed amount shall not exceed $30,000.00 per Project.

Each task will be assigned to Contractor by an authorized Agency representative in a detailed, written work authorization.

Contractor(s) shall be required to complete an agency "time-in/time-out log when on project site. Agencies will provide a designated individual to coordinate and supervise any/all Time and Materials work orders. In addition a vendor work order form shall be maintained by the agency documenting contractor personnel on the job site and start and completion times. The Contractors representative is required to sign the vendor work order form and retain a copy. This document will be used for verifying billable hours.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with

sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

## SECTION 6: CONTRACTOR REQUIREMENTS

**6.1** Contractors must comply with all local, State and Federal laws, rules, and regulations for licensed personnel; possess a valid Rhode Island license; have a current Rhode Island contractor's license; and, must be registered with the Rhode Island Secretary of the State Corporations Division.

**6.2** Contractors shall invoice the User Agency within 30 days of a completed service call at the rates agreed to in the MPA contract. The User Agency shall make payment in accordance with the "Prompt Payment Act" R. I. Gen. Laws § 42-11.1-1 *et seq.*

**6.3** Contractors must have been in the plumbing contracting business for a minimum of five (5) years. Contractors, who have not been in business for the minimum five years, must identify all substantial structural changes related to the ownership or management of their business. This includes, but is not limited to, merger, acquisition, change in control, receivership, bankruptcy, etc. If there has been any such substantial structural change, then explain in detail the reasons for such changes as well as the impact on the Contractors ability to provide the services solicited in this RFQ. The State reserves the right to request additional information regarding any Contractor's response to this section to ensure that prospective Contractors have demonstrated that any such structural changes have not substantially altered the nature of the services being provided or the management and staff expertise necessary to perform the required services and repairs.

**6.4** Contractors must indicate the year their business entity was established. This will be verified with the Secretary of States Corporation Division or with other authorities.

## SECTION 7: Occupational Health and Safety Requirements

**7.1** Contractors shall strictly comply with the current State and Federal occupational safety and health policies/procedures necessary to protect the health and safety of workers and the general public on all project sites.

**7.2** Contractors must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this RFQ. It is the Contractor's responsibility to ensure that operations are conducted in a safe and secure manner at all times. Contractors must replace/repair, at the User Agency's sole discretion, any property damaged by Contractors during project performance.

**7.3** Based on applicable security laws, regulations, and policies, User Agencies have the right to require the Contractors to comply with a range of additional requirements or standard operation procedures. Contractors must comply with such security requirements at no additional charge to the User Agencies. User Agencies shall have the right to request background criminal investigations (BCI's) from any and all Contractor officers, directors, and employees at no additional charge to the User Agency.

**7.4** Contractors shall ensure that employees are knowledgeable of all the requirements of this RFQ. Contractors shall be responsible for instructing employees in safety measures considered appropriate.

**7.5** Project work areas shall be secured from public access, clearly marked, and barricaded, if necessary. Project work shall not interfere with ingress or egress of normal operations by tenants, employees or vehicles. Contractors shall protect all surrounding surfaces and vegetation from damage or destruction. Contractors shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the Project. No materials or equipment shall be left on the Project site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance by the User Agency. At the completion of work, Contractor shall remove all materials, supplies, debris and rubbish and leave the Project site in a clean, acceptable condition.

## SECTION 8: Equipment, Materials and Workmanship

**8.1** Contractors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of a Project.

**8.2** All equipment, materials and labor utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the work/services required for a project.

**8.3** Contractors shall guarantee all workmanship and parts furnished and installed under this RFQ against defect for (12) months after completion. Equipment provided with manufacturer's extended warranties shall extend this duration in accordance with manufacturer's terms and conditions. Defects will be repaired or replaced by Contractors at no expense to the User agency.

**8.4** Contractors must supply all relevant warranty information and documentation to the user Agency upon Project completion.

**8.5** All equipment, parts and/or supplies must be new and of the highest quality.

## SECTION 9: Inspection of Work

**9.1** All Projects related work/services shall be subject to inspection and approved by the User agency.

**9.2** Acceptance or rejection of the Project shall be made as promptly as practical, but failure to accept or reject the Project shall not relieve the Contractor from responsibility for the Project related work/services.

**9.3** User Agencies shall not be deemed to have accepted the Project by virtue of a partial or full payment for it.

## SECTION 10: Damage and Defects

**10.1** Contractors shall use due care so that no persons are injured, or no property damaged during a Project. Contractors shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Project related work/services or caused in any other manner whatsoever by the Contractor or their employees.

**10.2** User Agencies may repair the loss or damage to property caused by a Contractor during the Project. Contractors shall reimburse User Agencies for any and all costs associated with loss or damage caused by Contractor. Where, in the opinion of the User Agency, it is not practical or desirable to repair the loss or damage the User Agency may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor for the Project.

**10.3** Contractors shall preserve and protect the rights of the User Agency with respect to any work/services performed under sub-contract and incorporate the terms and conditions of this RFQ Contract into all sub-contracts as necessary to preserve the rights of the State and User Agencies under this RFQ. The Contractor shall be fully responsible to the State and User Agencies for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Contractors.

## SECTION 11: WAGE REQUIREMENT

11.1 Project based pricing will be inclusive of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, all applicable permits and any other costs to complete the project. The User Agencies shall provide the scope of work to the Contractors. The plumbing Contractors must provide the eligible entity with certified payroll record (prevailing wage) after completion of project.

11.2 Contractors must comply with all applicable prevailing wage requirements. Prevailing wage schedules are listed at http://www.wdol.gov/dba.aspx#0 . The Division is not responsible for the accuracy of the information contained at that website or any third-party website.

11.3 The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the Contractors or any sub-contractor.

11.4 The wage schedule applies to all phases of the Project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

11.5 All apprentices must be registered with the State Rhode Island Department of Labor and Training ("DLT") Apprenticeship Training Program in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DLT, they must be paid the "total rate" listed on the wage schedule regardless of experience or skill level.

11.6 R.I. Gen. Laws § 37-13-13 provides as follows: – (a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

(b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.

(c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars ($1,000,000) or

more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.

(d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars ( $500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

11.7 The User Agency shall not release final payment until project completion is in full compliance with the requested scope of work and accepted by the User Agency. The User Agency may request additional Project related information from the Contractor at any time. Contractors must submit all requested information to the User Agencies in a timely manner.

11.8 Project pricing will be based on the hourly rates submitted by Contractors in response to this RFQ. The hourly rates shall not be less than the prevailing wage rate.

## Section 12— Proposal Submission

1. **Executive Summary**
   The Executive Summary will highlight the contents of the Technical Proposal as well as provide the State of Rhode Island evaluators with an overview and broad understanding of the vendor's technical approach, methodology and ability.

2. **Vendor's Organization and Staffing**

This section shall include size of the firm, experience of the firm identification of all staff and/or subcontractors proposed as members of the project team, and the duties, responsibilities, and concentration of effort which apply to each (resumes, licenses, statements of prior experience, certificates and qualifications). An organization chart must be provided in this section. Fill out and include the CHECKLIST OF DESIREABLE QUALIFICATIONS plus resume forms for proposers key staff contained in Appendix.

**3. Previous Experience and Background**

This section includes the following information:

1. A comprehensive listing of similar projects undertaken in similar buildings and implemented, as well as similar clients served. This includes providing a brief description of the projects and the names of staff persons who worked on the projects.
2. The applicant should provide, at a minimum, three references, including the name of a contact person, address, and telephone number the contractor is currently providing plumbing maintenance or repair. These individuals may be contacted by the State as part of the selection process.
3. The vendor's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Administration, and/or a subcontracting plan which addresses the State's goal of ten percent (10%) participation requirement by MBE's in all. State procurements. Questions concerning this requirement should be addressed to the MBE Office, at (401) 574-8670.
4. Shall indicate number of years his firm has provided plumbing work, repair and service.

## Section 13—Evaluation and Selection

The State reserves the right to award this contract to multiple vendors. If multiple awards are made, the State shall reserve the right to require price quotation from multiple vendors prior to the award of the repair work.

The State reserves the right to award by location or groups of locations.

Proposals found to be technically or substantially non-responsive, at any point in the evaluation process, will be rejected and not considered further. The State, at its sole option, may elect to require presentation(s) by vendors in consideration for the award. An award will not be made to a contractor who is neither qualified nor equipped to undertake and complete required work within a specified time.

## SECTION 14: CONTRACTOR RESPONSE FORM

Provide full and detailed responses to the following Schedules:

**Schedule A: Company Profile and Experience**

14.1 Corporate profile and comparable work experience. Respondents are to provide a brief summary of their corporate profile and experience in providing similar plumbing services to institutional facilities.

**Company name:**

**Year business entity was established:**

**Corporate profile and comparable work experience:**

## SECTION 15: EXPERIENCE AND REFERENCES

**Part B: Experience and References**

**15.1 Experience and References**

Provide names, addresses, and contact information for from three (3) owners of projects for which work has been performed in the past five (5) years. Include a brief description of each

project. The Division reserves the right to not award a MPA contract to any respondent whose references are deemed to be unsatisfactory.

Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

## SECTION 16: ADDITIONAL REQUIREMENTS

16.1 Must have a 24hr/7 day a week emergency on call service with a dedicated number.

i. Submit the company protocol for call-in of emergency work.

16.2 Safety Program: Must have a designated Safety Manager with a structured safety program and all employees used and are trained in confined space work.

i. Submit a copy of the company's Safety Program

ii. Submit a statement that all employees that perform work are certified for Confined Space Work per OSHA 10 and 30.

16.3 List all company owned equipment necessary to perform the services outlined.

16.4 List subcontractors proposed as members of the project team, and the duties, responsibilities and concentration of effort which apply to each.

## SECTION 17: ATTACHMENT A - PROJECT RELEVANT EXPERIENCE:
**Submit on Attachment A:**

**17.1** Indicate three (3) projects work valued at over $10,000 within the past three (3) years.

i. Year Started:

_____

Year Complete:

_____

Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

ii. Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

iii. Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

**17.2** Successful record Self Performing on at least three (3) projects valued at over $50,000 within the past three (3) years.

i. Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

ii. Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

iii. Year Started:

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

## SECTION 18: FINANCIAL CONSIDERATIONS

### 18.1 Labor Rates

Labor rates shall be all inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.

The Owner shall be entitled to any and all material or trade discounts (off list prices) that the plumbing vendor receives. Material quotes or invoices shall provide the discounted rate.

All Work performed is to be in accordance with all governing regulatory authorities within the State of Rhode Island.

Item 1: BID A REGULAR HOURLY RATE FOR PLUMBER ON THE JOB:

QUANTITIY: 4,017 HOURS RATE/HOUR $_____

Item 2: BID AN OVERTIME HOURL RATE FOR PLUMBER ON THE JOB:

QUANTITY: 283 HOURS RATE/HOUR $_____

Item 3: BID A REGULAR HOURLY RATE FOR AN APPRENTICE ON THE JOB, IF AUTHORIZED BY THE AGENCY.

QUANTITY: 722 HOURS RATE/HOUR $_____

Item 4: BID AN OVERTIME HOURLY RATE FOR AN APPRENTICE ON THE JOB IS AUTHORIZED BY THE AGENCY

QUANTITY: 22 HOURS RATE/HOUR $_____

SHOW YOUR R.I. MASTER PLUMBERS LICENSE NUMBER:

_____

LICENSE NUMBER

HOURLY RATE APPLES TO HOURS WORKED ON THE JOB BETWEEN 8:00 AM – 5:00 PM, MONDAY - FRIDAY.

OVERTIME RATE APPLIES TO ALL OTHER HOURS INCLUDING SATURDAY, SUNDAY AND HOLIDAYS.

AWARD DETERMINATION WILL BE BASED ON ITEM 1. IN THE EVENT OF A TIE BID, INFORMATIONAL ITEMS RELATED TO OVERTIME, "APRENTICE" AND/OR PARTS PRICING WILL BE CONSIDERED TO BREAK THE TIE.

**Materials are to be provided at COST plus the following (applicable) fee for overhead, pickup and delivery. No additional charges will be acceptable.**

| | |
|---|---|
| **$0-500** | **NO FEE** |
| **$501-750** | **$75.00** |
| **$751-1000** | **$96.00** |
| **$1001-1500** | **$125.00** |
| **$1501-2500** | **$180.00** |
| **$2501-5000** | **$300.00** |
| **$5001-7500** | **$438.00** |
| **Over - 7501.** | **$525.00** |

Acknowledgement of fee structure on materials.

**SECTION 19: PRICING:**

**Labor Rates**

Labor rates shall be all inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.

The Owner shall be entitled to any and all material or trade discounts (off list prices) that the plumber vendor receives. Material quotes or invoices shall provide the discounted rate.

All Work performed is to be in accordance with all governing regulatory authorities within the State of Rhode Island.

**Major Equipment (with Operator s applicable)**

All rates shall be all inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.

| **Bucket Truck Rates with operator** | |
|---|---|
| A Hourly (straight time) | $ |
| B Daily | $ |
| C Weekly | $ |
| D Monthly | $ |

| **Equipment Operator** | |
|---|---|
| A Hourly (straight time) | $ |
| B Daily | $ |
| C Weekly | $ |
| D Monthly | $ |

| **Digger/Derrick Truck** | |
|---|---|
| A Hourly (straight time) | $ |
| B Daily | $ |
| C Weekly | $ |
| D Monthly | $ |

| **Crane** | |
|---|---|
| A Hourly (straight time) | $ |
| B Daily | $ |
| C Weekly | $ |
| D Monthly | $ |

| **Backhoe** | |
|---|---|
| A Hourly (straight time) | $ |
| B Daily | $ |
| C Weekly | $ |
| D Monthly | $ |

| **Compressor** | |
|---|---|
| A Hourly | $ |
| B Daily | $ |
| C Weekly | $ |
| D Monthly | $ |

| Generator (site work only) | | |
|---|---|---|
| A | Hourly | $ |
| B | Daily | $ |
| C | Weekly | $ |
| D | Monthly | $ |

| Pump | | |
|---|---|---|
| A | Hourly | $ |
| B | Daily | $ |
| C | Weekly | $ |
| D | Monthly | $ |

## SECTION 20: PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at doa.purconstruction@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. Please reference the RFQ # **on** all correspondence. Questions should be submitted as a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties is permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses should be mailed or hand-delivered in a sealed envelope marked "**RFQ# 7549958**" to:

RI Dept. of Administration

Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

**RESPONSE CONTENTS**

Responses shall include the following:

1. A completed and signed three-page R.I.V.I.P generated Bidder Certification Cover Form which may be downloaded from www.purchasing.ri.gov.

2. A completed and signed IRS Form W-9 which may be downloaded from: www.purchasing.ri.gov.

3. Contractors **may** submit a proposal for either Low/Medium/High skill level. It is not required to be qualified for all skill levels to submit a proposal.

4. Respond to each of the items to ensure proposals receive full evaluation consideration for Low/Medium/High skill level. Response directly onto appropriate **[Section],** including any appendices requested.

5. Submit Copy of your License Number.

   Submit Contractor License Number. #_____

6. NOTE: ALL VENDORS RESPONDING TO THE WITHIN SOLICITATION MUST COMPLETE A PROMPT PAYMENT DISCOUNT ("PPD") FORM AS PART OF THIS MASTER PRICE AGREEMENT SOLICIATATION. THE PPD FORM IS LOCATED IN THE ASSOCIATED BID FOLDER "ASSOCIATED FILES".

**CONCLUDING STATEMENTS**

Notwithstanding the above, the Division reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The Division may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The Division's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the MPA contract award pursuant to this RFQ.

Failure to submit any required document or information may deem bid non-responsive.

**Appendix A**

# *Prompt Payment Discount Form*

***(Invoice discounts for receiving fast payments)***

Note: All vendors responding to the within solicitation must complete a Prompt Payment Discount ("PPD") form as part of this Master Price Agreement solicitation.

**Bidder Name:** _____

**RFQ/RFP Bid Solicitation Number:** _____

Prompt Payment Discounts ("PPD"). Vendors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. ACH payments increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time (additional form required for ACH enrollment can be found at http://controller.admin.ri.gov/Forms/index.php). Vendors are highly encouraged to enroll and will receive consideration for enrollment.

The State benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the State, the discount(s) must be identified in 10 days or more for Payment Issuance Date. The State may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the State.

All discounts offered will be automatically deducted from payment when the issue date is within the specified number of days listed below and in accordance with the State's Prompt Payment Law. Payment days will be measured **from** the date goods are received and accepted/performance was completed OR the date an invoice is received by the Office of the DOA Controller, whichever is later **to** the date the payment is issued via ACH or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a vendor.

The State encourages Vendors to use the RIFANS Supplier Portal which has the functionality to electronically submit invoices against open Purchase Orders. This eliminates mailing and handling time and will increase the payment cycle especially for those suppliers who offer Prompt Payment Discounts.

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

**5% - 10 Days**
**4% - 15 Days**
**3% - 20 Days**
**1% - 25 Days**

| Discount % | Payment Issue Date Within | |
|---|---|---|
| % | 10 Days | |
| % | 15 Days | |
| % | 20 Days | |
| % | 25 Days | |
| By checking this box, we certify that we will not offer any Prompt Payment Discounts | ☐ | |
| | | |
| We will sign up for ACH payment. (please circle response) | Yes | No |
| We will utilize the State's Supplier Portal to electronically submit invoices. (please circle response) | Yes | No |

Signature_____ Date_____

**All solicitations requiring PPD shall include the following language:**

## Prompt Payment Discounts ("PPD")

The goal of the Department of Administration ("Department") is to provide an opportunity for expedited payment for State of Rhode Island ("State") vendors, while also reducing the cost to the State through discounts. State agencies are encouraged to utilize vendors that offer cash discounts, along with competitive pricing, when selecting services or goods from a Master Price Agreement. Additionally, it is the policy of the Department to promote prompt payment through the use of "Electronic Funds Transfer" ("EFT") through ACH and highly encourages vendors to sign up for EFT.

## Prompt Payment Discount Form

All vendors shall submit the attached PPD form in order to receive consideration for discounts and signing up for Automated Clearing House (ACH) payment related to the State of Rhode Island's PPD initiative.

Nothing herein prevents the State Purchasing Agent or designee from negotiating lower pricing or greater discounts and/or waiving technicalities related to PPDs in the best interests of the State.

## Contract Terms and Conditions

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## Terms and Conditions

### BID STANDARD TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR THIS BID

### CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

### HOURLY RATE SPECIFICS

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

### HOURS - BIDDING PURPOSES

HOURS INDICATED ARE ESTIMATED QUANTITIES FOR BIDDING PURPOSES ONLY.

### PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

### QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each

order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.