



Solicitation Information
3/30/16

RFP# 7550466

TITLE: MODULAR PANEL SYSTEMS, OFFICE FURNITURE, AND ACCESSORIES FOR RI CORRECTIONAL INDUSTRIES

Submission Deadline: 5/2/16 AT 2PM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at doa.purbidinfo@purchasing.ri.gov no later than 4/15/16 at 5pm (EST) . Questions should be submitted in a <i>Microsoft Word attachment</i> . Please reference the RFP# 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.
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SURETY REQUIRED: NO

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David A. Cadoret
Chief Buyer
Division of Purchases
RI Department of Administration

Applicants must register on line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed three-page R.I.V.I.P. Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

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SECTION 1 -- INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Corrections, is soliciting proposals from qualified firms for modular panel systems, office furniture, and accessories in accordance with the terms of this Request for Proposals (RFP) and the State's General Conditions of Purchase (available at: www.purchasing.ri.gov).

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential respondents are advised to review all sections of this solicitation 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. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the respondent. The State assumes no responsibility for these costs.
4. **Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.**
5. **All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.**
6. Proposals misdirected to other state locations, or which are otherwise not present in the Office of Purchases 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 of Purchases.
7. It is intended that an award pursuant to this RFP may be made to multiple vendors 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.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a State of RI W-9, downloadable from the Division of Purchases' website at www.purchasing.ri.gov.
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Bidders are advised that all materials submitted to the State for consideration in response to this Request for Proposal will be considered to be Public Records, as defined in Title 38, Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.
11. 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 RFP. It is the responsibility of all potential offerors to monitor the website and be familiar with any changes issued as part of an addendum.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1 Declaration of policy – (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 in all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090 or Raymond.Lambert@doa.ri.gov.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, 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).*
14. The respondent should be aware of 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, contact the MBE Compliance Officer at (401) 574-8670 or Dorinda.Keene@doa.ri.gov, or visit the website at www.mbe.ri.gov.
15. Per the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Part 200, Subpart D, §200.331 relating to the new risk assessment process, the successful offeror will be required to submit to the Rhode Island Department of Corrections, if applicable as determined by the Rhode Island Department of Corrections,

any material weakness findings against the vendor and/or subcontractor(s) with an approved corrective action plan(s), in order for a submission to be considered. An updated/current status report on the corrective action plan(s) must also accompany the submittal.

16. The successful offeror may be required to certify to the Rhode Island Department of Corrections that it is in compliance with applicable civil rights laws and regulations. These laws and regulations relate to issues concerning Equal Employment Opportunity (EEO), Limited English Proficiency (LEP), and other anti-discrimination laws. The successful offeror may also be required to prepare an Equal Employment Opportunity Plan. A certification of assurances form will be provided to you upon notification of tentative award. Further information regarding these assurances can be found by visiting the U.S. Department of Justice, Office of Justice Programs, Civil Rights website at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>

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SECTION 2 -- BACKGROUND AND PURPOSE

BACKGROUND:

The mission of Rhode Island Correctional Industries is to maximize inmate employment in producing products that are at least equal in quality and price to what the private sector makes available to our authorized customers. As an arm of the correctional system, Correctional Industries teaches marketable skills and good work habits. Our goal is to occupy inmates productively, preparing them for successful re-integration into society's workforce.

PURPOSE AND INTENT:

The purpose and intent of this Request for Proposal is to establish multi-source, fixed term contracts for the supply and delivery of household and dormitory furniture, as well as all related services, necessary to maintain a customized furniture component manufacturing program for the exclusive use of RI Correctional Industries. RI Correctional Industries is in the business of selling this type of furniture to its customers, most especially state colleges and universities.

Contract period is for three (3) years beginning at the date of the award. The State of Rhode Island shall have the option of extending for up to two (2) additional one (1) year periods at the same terms and conditions as the initial contract, including price, except for approved price increases.

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SECTION 3 – PRODUCT, SERVICE, AND GENERAL REQUIREMENTS/TERMS

3.1 PRODUCT REQUIREMENTS:

3.1.1 The initial product lines and services covered by this advertised bid proposal shall include, at a minimum, the following items:

a. Seating, Wood and Non-wood, Office, All Types, consisting of:

1. Executive Chairs
2. Management Chairs
3. Task Chairs
4. Shell Chairs
5. Stacking and Ganging Chairs
6. Lounge Seating

b. Desks, Solid Wood and/or Laminate consisting of:

1. Executive/ Clerical
2. Executive with Return
3. Secretarial
4. Credenza
5. Bookcases
6. Fixed Counters and Cabinetry

c. Computer Workstation Furniture:

1. Worksurface
2. Keyboard tray
3. Storage

d. Acoustical Panel Systems & Accessories

e. Metal File Cabinets:

1. Vertical
2. Lateral
3. Pedestal

f. Spaceplanning/Design Work

3.2.1 Technical requirements

3.2.1.1 All products must be designed and engineered to meet or exceed all current applicable ANSI-BIFMA standards or any update thereof.

3.2.1.2 Any component that will be used in the assembly of the panel systems/cabinetry sections of this contract shall bear the seal of approval of the Underwriters Lab (UL), ANSI/BIFMA, or a recognized regulating body. Successful bidders will be expected to

provide a certificate of training to assure that R.I. Correctional Industries' assembly is in accordance with the manufacturer and regulating body procedures.

3.2 SERVICE AND GENERAL REQUIREMENTS AND TERMS:

3.2.1 Guarantees/Extended Guarantees/Warranties

The successful bidders shall provide manufacturer's normal warranty but shall guarantee all items against manufacturing defects for a period of at least one (1) year from date of end customer's acceptance. Should defect occur, the successful bidder will repair or replace item(s) at no charge to the State. Such repair or replacement shall be guaranteed for a subsequent year. Warranties covering a longer period of time are to be listed in the pricing section of the bid.

3.2.2 Delivery

The bidder shall furnish a delivery schedule for each type of furniture as to time required for delivery after receipt of order. Delivery of all products shall be 40 days after order or sooner. R.I. Correctional Industries must be notified by phone at least forty-eight hours prior to delivery so that necessary arrangements can be made. Only certain delivery hours are available for different levels of secure correctional warehouses. Non-compliance with delivery hours may result in delivery delays.

3.2.3 Packing & Shipping

3.2.3.1 Packing for shipment shall be provided to adequately protect the product and insure safe shipment to its destination.

3.2.3.2 Shipping cases shall be marked to show the name of the supplier, R.I. Correctional Industries' shipping address, **Industries' shop order number**, and Industries' purchase order number.

3.2.3.3 Goods damaged in transit to R.I. Correctional Industries or to an end user via drop-shipment will be returned to the shipper for credit at the shipper's expense.

3.2.4 Quality Control

The successful bidders shall at no additional cost supply Correctional Industries control documents and in-house training to Industries' staff and inmates on the quality control procedures that will be required to produce and install both the subassemblies and finished products.

3.2.5 Sales and Marketing Support

3.2.5.1 Sales and marketing training shall be on an ongoing basis and will be provided by the successful bidders at no additional cost to Correctional Industries.

3.2.5.2 Product Samples - The successful bidders will provide Correctional Industries with free product samples as requested to be utilized as a showroom for Sales and Marketing staff.

3.2.6 Engineering Support and Training

3.2.6.1 The successful bidders shall have available at no additional cost to Correctional Industries an engineering staff to support operations in relation to manufacturing layout and ongoing manufacturing operations at Rhode Island Correctional Industries.

3.2.6.2 The successful bidders shall also have available at no additional cost to Correctional Industries technical staff to help in the design and fabrication of fixtures and tooling necessary to produce subassemblies and finished products.

3.2.6.3 Design and development staff shall be available at no additional cost to Correctional Industries for any special product applications that Industries' customers shall require.

3.2.6.4 Technical support shall be available at no additional cost to Correctional Industries for consultation with architects, electricians and communications personnel.

3.2.7 Office Design / CAD Services

3.2.7.1 The successful bidder will provide space planning training at no cost to Industries staff or authorized agents.

3.2.7.2 The successful bidders shall utilize a computer based CAD system for drawing of the workstation layouts and generation of the bill of materials required. All required drawings will be provided at no cost to Industries.

3.2.7.3 The successful bidders shall provide separate bids on providing space planning on an hourly rate. There shall also be a ½ day and full-day flat rate for on-site visits.

3.2.8 Product Installation Support Services

3.2.8.1 Installation training must take place at the Industries' facility and will consist of at least two days of training per year at no charge to Correctional Industries.

3.2.8.2. The successful bidders must have available installation supervisors that can coordinate all the logistics involved with the successful installation of finished products at site Industries do not desire to install.

3.2.9 Project Management Services

The successful bidders shall provide at no additional cost to Correctional Industries these services in order to track projects as related to space planning, generation of bills of materials, ordering of product, production and installation.

3.2.10 Quantities

3.2.10.1 R.I. Correctional Industries reserves the right to order any quantity necessary to meet the requirements of R.I. Correctional Industries' customer orders. No guarantee is made by R.I. Correctional Industries to purchase any amount of product from any bidder as a result of any price agreement offered by the bidder and approved by the State.

3.2.10.2 For bidding purposes, it is estimated that the total amount of volume to be generated as a result of the proposal shall be \$2,000,000.00 annually for R.I. Correctional Industries. The State will not be bound by any maximum or minimum quantities.

3.2.11 Payments

3.2.11.1 Payment of invoices will occur only after goods have been received and there is proof of delivery, obtained either directly from the RI Correctional Industries Warehouse or the vendor in cases where a copy(ies) of the delivery slip(s) was (were) not given to the Warehouse.

3.2.11.2 The State of RI operates on a net 30 payment schedule, therefore all payments will follow that timeline.

3.2.12 Samples

If requested by either the R.I. Division of Purchases or R.I. Correctional Industries, the bidder shall furnish a reasonable quantity of samples at no charge to complete appropriate tests including quality, suitability, compliance to code and standards, etc. The State will not be responsible for any damages to the same which may result.

3.2.13 Contract Award

3.2.13.1 The Director of the R.I. Division of Purchases shall award one or as many contracts as may be in the best interest of the State of Rhode Island and R.I. Correctional Industries.

3.2.13.2 Awards will be made to those firms offering the lowest net prices to the State for each manufacturer's line selected. Single items will not be eligible for award.

3.2.13.3 It is anticipated that, due to the various requirements of the State Agencies, multiple vendors will be selected to receive contracts.

SECTION 4 –GENERAL PROPOSAL: PRICE LISTS, PRODUCT LITERATURE, etc.

4.1 Pricing

All prices quoted are net prices for component parts, completed sub-assemblies, or finished parts, including all hardware and fasteners for complete assembly and installation by inmate workers within the State of Rhode Island. Prices shall be FOB delivered with all charges paid by the vendor. Delivery of all products shall be 40 days after order or sooner.

Price lists, identified by component, are being requested for each product group supplied in the following stages of completion:

a. Wood and Non-Wood Seating Products

1. All knocked down parts, no foam, no fabric.
2. Bidders are to include prices of pre-cut foam, and bulk fabric.

b. Solid Wood and/or Laminate Desk Products

1. All component parts, finished, unassembled.

c. Computer Workstation Furniture products:

1. All component parts, finished, unassembled.

d. Acoustical Panel Systems & Accessories.

1. All component parts, finished, unassembled, no fabric.
2. Raceway componentry unassembled
3. Overhead Storage component parts, unassembled

e. Metal File Cabinets

1. All component parts, unassembled.
2. All component parts, assembled.

f. Cabinetry

1. All component parts, unassembled
2. All component parts, assembled

Prices shall be firm for the first (1) year. At least sixty (60) days prior to the end of year one, successful bidders must apply in writing to the Division of Purchases for price adjustments for the period covering year two. The same sixty (60) day written notice must be given by successful bidders price adjustments for the third year and the optional two one year extensions of this contract.

Successful bidders will be notified by the Rhode Island Division of Purchases when the State of Rhode Island will exercise its option to extend the contract.

4.2 Type of Furniture

Bidders shall specify on price lists whether products are new or used/refurbished. New furniture must be current production, not discontinued items.

4.3 Discounts

Discount structure document must be provided. Discounts are to be applied against the price list submitted with the proposal. All bidders must specify in writing that the prices quoted R.I. Correctional Industries are the absolute lowest prices for the same product being offered to similar customers.

4.4 Manufacturer's Published Descriptive Literature

4.4.1. Bidders shall provide latest manufacturer's descriptive specification literature for each manufacturer's product line. The price list shall include unit list price by component and sub-assembly for each product and number of components for each product, product identification code for each finished and component part, a part by part componentry list showing factory number for each part and identifying multiple stages of completion and average assembly hours for each product. This also includes:

List of standard finishes and/or colors for each item included in the bid.

Swatch book of standard fabric available for each item of seating and/or panel.

Prices must be submitted on CD.

4.4.2 In the event items are added to the accepted manufacturer's lines during the life of the contract, said additions will be made available to the State at the same discounts offered on the original bid proposal. All lines must be submitted in writing to the Division of Purchasing for approval, with a copy of the new catalog and price list.

4.5 Agreement and Description of Technical Assistance

Bidder agrees to supply, at no cost, technical assistance to R.I. Correctional Industries for the setting up and development of the assembly operations at Industries' production facilities, as well as with the marketing and packaging of the bidder's product.

Attach a letter describing the level and extent of technical assistance.

4.6 Manufacturer's Assembly Time Study

Attach herewith one example of a manufacturer generated time study for the completion of the assembly process with anticipated learning curves, for at least one complex product.

4.7 Description of CADD Services

Attach herewith a description and a sample of the CADD drawings available from your firm and the maximum turnaround time to provide hard copy drawings for submission to Industries' clients.

4.8 Bidder's Qualification Sheet

Bidders are requested to submit evidence of qualifications to meet all requirements as required by the Director, Division of Purchases, by providing the information requested below:

4.8.1 The number of years your firm has been providing the specified type of furniture/services and related maintenance: _____

4.8.2 Number of technically trained personnel available for assisting R.I. Correctional Industries' personnel in selection, layout and design services of furniture:

4.8.2 List other North American Correctional Industry Programs or private sector clients with whom you are under contract for similar O.E.M. Programs. (This list will be used to verify references.)

a) Industry/Client Name: _____

City/State: _____

Contact Name: _____

Telephone: _____

Number of Years under Contract: _____

b) Industry /Client Name: _____

City/State: _____

Contact Name: _____

Telephone: _____

Number of Years under Contract: _____

c) Industry /Client Name: _____

City/State: _____

Contact Name: _____

Telephone: _____

Number of Years under Contract: _____

d) Industry /Client Name: _____

City/State: _____

Contact Name: _____

Telephone: _____

Number of Years under Contract: _____

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SECTION 5 –PROPOSAL EVALUATION

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

RI Correctional Industries reserves the exclusive right to select the individual(s) or firm(s) (vendor) that it deems to be in its best interest to fulfill the requirements of this RFP; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

- 5.1 The experience of the bidding firm in this area based on information submitted under mandatory submittal Section 4 of this RFP. **10 points**
- 5.2 Whether the bidder is responsive to all specification requirements in sufficient details for the evaluators to analyze the bid and make sound judgment about. **10 points**
- 5.3 Completeness of the brand line offered. **10 points**
- 5.4 Delivery schedule as listed in the bid proposal. **10 points**
- 5.5 Manufacturer's Certification **10 points**
- 5.6 Discounts that represent the lowest net prices per product line. **30 points**
- 5.7 The bidder's past performance, based upon other State Correctional Industries' experiences with the proposed product line. **10 points**
- 5.8 Adequacy of support staff- engineering, design and sales- to assist R.I. Correctional Industries in providing quality products in a timely manner. **10 points**

*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

$$(\text{low bid} / \text{vendors bid}) * \text{available points}$$

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

SECTION 6 -- PROPOSAL SUBMISSION

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [doa.purbidinfo@purchasing.ri.gov] no later than the date and time indicated on page one of this solicitation. Please reference **RFP #7550466** on all correspondence. Questions should be submitted in a Microsoft Word attachment. Answers to 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. If technical assistance is required to download, call the Help Desk at (401) 222-3766.

Offerors are encouraged to submit written questions to the Division of Purchases. **No other contact with State parties will be 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 (an original plus three (3) copies) should be mailed or hand-delivered in a sealed envelope marked "**RFP#7550466**". The outside of the envelope should also include the RFP title and opening date and time. Submit to:

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

NOTE: Proposals received after the previously 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.

SECTION 7 - RESPONSE CONTENTS

Responses should include the following:

1. A completed and signed three-page R.I.V.I.P generated ***bidder certification*** cover sheet -- downloaded from the RI Division of Purchases Internet home page at: www.purchasing.ri.gov
2. A completed and signed State ***W-9*** downloaded from the RI Division of Purchases Internet home page at: www.purchasing.ri.gov
3. A ***letter of transmittal*** signed by the owner, officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the State.
4. A separate Technical Proposal answering all requirements outlined in Sections 3 and 4.
5. A separate, signed and sealed Cost Proposal reflecting pricing requirements outlined in this proposal. Envelope should be marked "Cost Proposal."
6. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in electronic format (CD-Rom, disc, or flash drive. Microsoft Word/Excel or PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked "original."

SECTION 8 - CONCLUDING STATEMENTS

Notwithstanding the above, the State 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 State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

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

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

RIVIP

IT IS THE VENDOR'S RESPONSIBILITY TO CHECK AND DOWNLOAD ANY AND ALL ADDENDA FROM RIVIP. THIS OFFER MAY NOT BE CONSIDERED UNLESS A SIGNED RIVIP GENERATED BIDDER CERTIFICATION COVER FORM IS ATTACHED AND THE UNIT PRICE COLUMN IS COMPLETE. THE SIGNED CERTIFICATION COVER FORM MUST BE ATTACHED TO THE FRONT OF THE OFFER. WHEN DELIVERING OFFERS IN PERSON TO ONE CAPITOL HILL, VENDORS ARE ADVISED TO ALLOW AT LEAST ONE HOUR ADDITIONAL TIME FOR CLEARANCE THROUGH SECURITY CHECKPOINTS.

THIS OFFER MAY NOT BE CONSIDERED UNLESS BIDDER CERTIFICATION COVER FORM IS ATTACHED AND THE UNIT PRICE COLUMN IS COMPLETED. THE SIGNED CERTIFICATION COVER FORM MUST BE ATTACHED TO THE FRONT OF THE OFFER. WHEN DELIVERED OFFERS ON PERSON TO ONE CAPITOL HILL, VENDORS ARE ADVISED TO ALLOW AT LEAST ONE HOUR ADDITIONAL TIME FOR CLEARANCE THROUGH SECURITY CHECKPOINTS.

NOTE: IF THIS COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD:
*PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSION) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. *BUILDER'S RISK INSURANCE – COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. *SCHOOL BUSING – AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. *VESSEL OPERATION – (MARINE OR AIRCRAFT) – PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

DELIVERY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

MULTI YEAR

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.