



State of Rhode Island, Department of Administration  
Division of Purchases  
One Capitol Hill  
Providence, Rhode Island 02908  
www.purchasing.ri.gov 401-574-8100

## INVITATION TO BID

**SOLICITATION TITLE:** MPA# 40 – Plumbing Services, Maintenance and Repairs

**SOLICITATION NUMBER:** 7596588

**BID PROPOSAL SUBMISSION DEADLINE:** October 10, 2018 at **11:00 AM**

### PREBID CONFERENCE

No prebid will be held for this solicitation.

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at Max.Rightier@purchasing.ri.gov no later than Wednesday, September 26, 2018, 5:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) as an addendum to this solicitation

**BID BOND REQUIRED:**  NO  
 YES

**PAYMENT AND PERFORMANCE BOND REQUIRED:**  NO  
 YES

**SPECIFICATIONS AND PLANS:**  NO  
 YES → See Electronic Solicitation Bidding Information.  
Click on the online active “D” link in the “info” column.

**Continued onto next page**



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**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at [www.purchasing.ri.gov](http://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](http://www.purchasing.ri.gov)), complete, and submit a Bidder Certification Cover Form with each bid proposal.

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 September 12, 2018 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](http://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.*

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## **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: Max Righter, Title: Buyer II**



**Bid Specifications**  
**Solicitation # 7596588**  
*MPA# 40 – Plumbing Services*

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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](http://www.purchasing.ri.gov). If awarded, the term of the MPA contract shall commence on or about **January 1, 2019 and expire December 31, 2019, with two (2) one-year options to renew**, 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.

## **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 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.



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- 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. Contractors must send 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:**

1. Emergency calls - Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.
  11. 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.



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- 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 one (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 to bring 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. All hourly rates are to be on site rates only. No travel or portal to portal. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters valves, piping, furnaces, and 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 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 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 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.





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**Additional Service or Repair Charges:**

All materials and parts needed for above work shall be at the manufacturer's list price less the percentage discount as provided on the **COST PROPOSAL FORM** of this RFQ. The State of Rhode Island will have at its discretion the ability to purchase and provide material under this Award for the vendors.

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 visitor's 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. Vendors must not send two technicians as 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 manufacturer's list price less the percentage discount as provided on the **COST PROPOSAL FORM** of this RFQ. The State of Rhode Island will have at its discretion to the ability to provide and purchase material and or provide supplemental labor under this Award for the vendors.

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 pertaining to this work shall be maintained by contractor's personnel at all times.



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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 two (2) hours 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 shall furnish labor 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:**



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\*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 from 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 authorization from the Division of Purchases. 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.

## 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



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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 three (3) years. Contractors, who have not been in business for the minimum three 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 should 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 (BCIs) 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/or 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



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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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Department of Administration

DIVISION OF PURCHASES

One Capitol Hill, 2<sup>nd</sup> floor  
Providence, RI 02908

TEL: (401) 574-8100

FAX: (401) 574-8387

TDD: (401) 574-8228

Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

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#O>. 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 subcontractor.

**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.



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- (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.

**11.9** Proposals for which the hourly rate is less than the currently calculated prevailing wage rate (prevailing hourly wage rate + fringe benefits) shall be deemed non-responsive.

## **SECTION 12: RENEWAL ESCALATION CLAUSE**

Renewal options will be based on an escalator from the rates established and published from the Prevailing Wage schedule (“Schedule”) located at <http://www.wdol.gov/dba.aspc#0>

In the event an increase occurs for rates listed, Vendor(s) shall have the option to terminate their contract after the initial term or to proceed with the option to renew. Vendor(s) may increase their rates for the option year(s) only if a change in rate change occurs and is listed on the schedule preceding that. The change in contract hourly rates cannot exceed the amount increased from prior published rate schedule.

If termination of the contract after the initial term is elected, the Vendor(s) must notify the Division of Purchases in writing no less than thirty (30) days prior to the current contract expiration.

If an adjustment is being requested at the time of renewal, the Vendor(s) shall provide to the Division a written request for an increase price adjustment that is equal to the change as listed on the published schedule. The Division may, in its sole discretion, approve or disapprove the requested adjustment. Any approved adjustment shall be final and remain unchanged until the following rate schedule is published.





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If no request to terminate or renew with adjustments is received from the Vendor(s), the State at its sole discretion shall reserve the right to extend for two (2) one-year options with no modifications.

The categories permissible for revisions after the initial contract term are *Plumber* hourly rate services. All other pricing shall remain unchanged throughout the entire contract if extended beyond the initial contract term. **Equipment categories will capture pricing for the initial term and option years at the time of bid submission. No changes will be made in these categories. Percentage discount of manufacturer's price may not be changed.**

Conversely, if the Prevailing Wage Rate is reduced in any given category, the Division of Purchases reserves the right to adjust the rates on purchase orders to reflect the reduction.

Note: Any rate adjustment applies to published/listed rate change only. Increase for overhead and profit are not permitted.

**Example:** (Current Rate \$36.83 + Fringes 58.39% = \$58.33 Rate)

New Schedule (Option Year Rate \$37.00 + Fringes 59% = \$58.83)

Rate increase = +\$0.17

No other increases or decreases will be allowed or accepted. The State reserves the right to solicit in its best interest.

### **SECTION 13: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [Max.Rightier@purchasing.ri.gov](mailto:Max.Rightier@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# 7596588" 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.



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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.

***Disc Based Bid Form:***

For vendor convenience, an Electronic Based File is attached that includes an Excel Spreadsheet for submission of vendor quotes for this solicitation. No USB drives will be accepted.

***Submission Instruction is as Follows:***

Please submit a DISC copy of your quotes in the same excel format provided. Bidders are suggested to submit pricing in excel on the Electronic Based Excel File. Once Disc Based File is completed submit an electronic version in Excel on a disc. Also submit a printed signed hard copy of your Excel spread sheet.

To summarize: Bidders may be submitting a disc (CD) copy of quotes in Excel format plus a hard (paper) copy of Excel Request for Quote. No USB drives accepted. A bidder may choose not to submit a disc-based file. If so please complete Price Sheet in ink, clearly and legible and submit hard copy with proposal.

**RESPONSE CONTENTS**

Responses should include the following:

1. A completed and signed R.I.V.I.P generated Bidder Certification Cover Form which may be downloaded from [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed IRS Form W-9 which may be downloaded from: [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. Contractors may submit a proposal for either Low/Medium Voltage or High Voltage. It is not required to be qualified for both Low/Medium and High Voltage to submit a proposal.
4. Vendor may submit a copy of Plumber Contractor's License Number with proposal or may be requested at time of tentative award.
5. Excel Price Sheet (hard copy) / Disc Based (CD) excel price sheet

**SECTION 14: 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.

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.

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



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**Department of Administration**

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Notwithstanding the above, the State reserves the right not to accept or reject any or all proposals, and to award in its best interest.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the CR. 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>

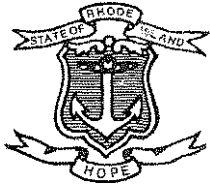


**BID SHEET**  
**#7596588**  
**MPA #40 - Plumbing Services, General Repairs / Maintenance**  
**OPENING DATE 10/10/2018 at 11:00 am (EST)**

The Rhode Island Department of Administration/Division of Purchases is soliciting quotes from qualified vendors to provide general repairs, emergency repairs, and maintenance to plumbing systems statewide.

**Vendor Name:**

Line	Item Description	Annual Estimated Quantity	Unit	Unit Price 1/1/2019 - 12/31/2019	Unit Price (Option Year) 1/1/2019 - 12/31/2020	Unit Price (Option Year) 1/1/2019 - 12/31/2021
1	Regular Hourly Rate for Plumber on the Job	4,000	Hour			
2	Overtime Hourly Rate for Plumber on the Job	200	Hour			
3	Regular Hourly Rate for Apprentice on the Job, if Authorized by the Agency	300	Hour			
4	Overtime Hourly Rate for Apprentice on the Job, if Authorized by the Agency	1	Hour			
5	Bucket Truck Rates with Operator: Hourly (Str	50	Hour			
6	Bucket Truck Rates with Operator: Daily	100	Day			
7	Bucket Truck Rates with Operator: Weekly	25	Week			
8	Bucket Truck Rates with Operator: Monthly	1	Month			
9	Equipment Operator: Hourly	75	Hour			
10	Equipment Operator: Daily	1	Day			
11	Equipment Operator: Weekly	1	Week			
12	Equipment Operator: Monthly	1	Month			
13	Digger/Derrick Truck: Hourly	25	Hour			
14	Digger/Derrick Truck: Daily	1	Day			
15	Digger/Derrick Truck: Weekly	1	Week			
16	Digger/Derrick Truck: Monthly	1	Month			
17	Crane: Hourly	1	Hour			
18	Crane: Daily	1	Day			
19	Crane: Weekly	1	Week			
20	Crane: Monthly	1	Month			
21	Backhoe: Hourly	1	Hour			
22	Backhoe: Daily	1	Day			
23	Backhoe: Weekly	1	Week			
24	Backhoe: Monthly	1	Month			
25	Compressor 185 CFM: Hourly	1	Hour			
26	Compressor 185 CFM: Daily	1	Day			
27	Compressor 185 CFM: Weekly	1	Week			
28	Compressor 185 CFM: Monthly	1	Month			
29	Generator (Site Work Only): Hourly	1	Hour			
30	Generator (Site Work Only): Daily	1	Day			
31	Generator (Site Work Only): Weekly	1	Week			
32	Generator (Site Work Only): Monthly	1	Month			
33	Pump: Hourly	1	Hour			
34	Pump: Daily	1	Day			
35	Pump: Weekly	1	Week			
36	Pump: Monthly	1	Month			
37	1/1/2019 - 12/31/2021 Parts at Manufacturer's List Price Less %	-	Percent			



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.)

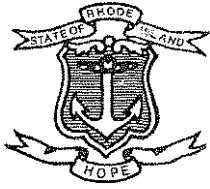
The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects 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](http://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](http://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

*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  
TTY; Via RI Relay 711

Lincoln D. Chafee  
Governor

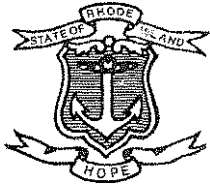
Charles J. Fogarty  
Director

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](http://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 journey person 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

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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](http://www.dlt.ri.gov/pw).

**CERTIFICATION**

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

By: \_\_\_\_\_

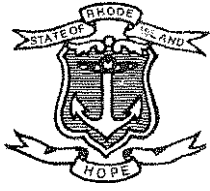
Title: \_\_\_\_\_

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*



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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.



APPENDIX 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.

**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.

#### **LICENSE REQUIREMENTS (COPY OF LICENSE/PERMIT NOT REQUIRED)**

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

#### **READING VENDOR NAMES ONLY**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT [WWW.PURCHASING.RI.GOV](http://WWW.PURCHASING.RI.GOV)

#### **PURCHASE AGREEMENT BID**

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated

only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island  
Department of Administration  
Division of Purchases, 2nd Floor  
One Capitol Hill  
Providence, RI 02908

### **RIVIP INFO - BID SUBMISSION REQUIREMENTS**

It is the vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form should be attached to the front of the offer. Each bid proposal must be submitted in a separate sealed envelope with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped/receipted 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, 2nd Floor  
One Capitol Hill, 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.

Bid proposals in electronic format are not accepted at this time.

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

### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

**No vendor 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 vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.**

### **WAGE REQUIREMENTS**

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF

WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

#### **CAMPAIGN FINANCE COMPLIANCE**

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at:

<https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx>

#### **ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor 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 vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

For all Purchase Orders issued on behalf of the University of Rhode Island, Community College of Rhode Island, and Rhode Island College, vendors will receive a confirming order from the respective entity prior to proceeding.

#### **INSURANCE REQUIREMENTS (ADDITIONAL)**

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **WAGE REQUIREMENTS**

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH

CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.