



**Solicitation Information
January 22, 2019**

MPA 564/CR-84 / Solicitation #7597701

TITLE: Window Blinds/Shades and Accessories - Purchase and Installation

Initial Submission Deadline: February 18, 2019 @ 10:00 AM (ET)

Contract Term: April 1, 2019 – March 31, 2020

PRE-BID/ PROPOSAL CONFERENCE: NO

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions3@purchasing.ri.gov. Question period remains open during the recruitment period ending 1/31/25. Questions should be submitted in a *Microsoft Word attachment*. 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.

SURETY REQUIRED: No

BOND REQUIRED: No

**Gary P. Mosca
Chief Buyer**

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 RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Introduction and Conditions

The Rhode Island Department of Administration (“Department”), Division of Purchases (“Division”) seeks, on behalf of the Executive Branch agencies of the State of Rhode Island, along with potential participation at their own discretion from the Legislative and Judicial branches, quasi-public agencies, municipalities (cities, towns and school districts), seeks to retain one or more vendors to participate on a Master Continuous Recruitment (CR) list to provide Window Treatments Blinds, Shades, etc., and Accessories, including but not limited to furnish and install, repair and product in all parts of the State.

If awarded, the term of the CR contract shall commence on or about April 1, 2019 and expire March 31, 2020 with six (6), 12-month renewal periods at the sole option of the State, unless terminated, cancelled, by the Division. It is anticipated that a contract agreement will be awarded to multiple vendors.

This solicitation is being conducted under the State’s Continuous Recruitment (CR) process. A Continuous Recruitment, is not an invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal; 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.

Bidders will be selected based upon their fulfillment of the minimum qualifications listed in this Continuous Recruitment (CR), any added value features, the completion of all Required Forms as listed in this CR that contracting with the Bidders will provide the “best value” to the State of Rhode Island.

Proposals may be submitted from initial submission deadline (February 18, 2019 @ 10:00am) until January 31, 2025 at 10:00 am.

✚ Contract Term: *April 1, 2019 to March 31, 2026*
✚ (*inclusive of renewal years*)

The State of Rhode Island reserves the right to re-open the Continuous Recruitment (CR) during the term of the contract if it is determined to be in the best interest of the State. After the initial selection process under this CR, the State may allow bidders an opportunity to submit proposals at a time specified by the State during the contract term. Proposals (responses to the CR) will be reviewed and evaluated and additional vendors may be added to the pre-qualified list upon completion of the qualification and evaluation process outlined in this CR and selection by the State. Contracts awarded as a result of the reopening will run concurrently with other awarded contracts under CR 84 and will be subject to the same terms and conditions.

CR-84 vendors may be utilized by any State agency. In addition, CR-84 vendors may be utilized by quasi-public agencies, Rhode Island municipalities, and the Legislative and Judicial branches of State government at their own discretion. Placement of vendors on a CR 84 is no guarantee of future business. All ordering and billing shall be between the vendor and the user agency. Services are sought on an “as-needed” basis. Once need has been determined, utilization

by the user agency will be based on a number of factors, including, but not limited to price, expertise, and availability.

It is anticipated that a price agreement will be awarded to multiple vendors.

The initial term of this CR will be for seven (7) years. This work will be done on behalf of programs and projects associated with any of the State's agencies, including municipalities, as described elsewhere herein, and in accordance with the terms of this request and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases' homepage by Internet at <http://www.purchasing.ri.gov>.

It is envisioned that a price agreement will be awarded to one or more vendors. The specific scope of work will be determined by the needs of the using agency, as with any CR, a using agency would create its own release / direct purchase order specifying the items, quantities and pricing ordered, and would thus be responsible to finance the required services. No Vendor shall provide services or begin work unless and until a valid Purchase Order approved by the Agency has been issued and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy... **There is no guarantee of any level of spending activity to a vendor or vendors selected for this CR.**

Any contract award(s) resulting from this solicitation shall be subject to the State Purchases Act, R. I. Gen. Laws § 37-2-1, *et seq.*, the Procurement Regulations and the General Conditions of Purchase, which are available at www.purchasing.ri.gov, as well as the terms of this solicitation.

CR's can be utilized by any State Agency, and as a requirement of this solicitation, will also be made available to quasi-public organizations, Rhode Island municipalities, school districts, and the Legislative and Judicial Branches of Rhode Island government at their own discretion. The same offers, terms and conditions of service shall be offered to these organizations. Placement of a qualified firm(s) on a CR is no guarantee of usage. Services are sought on an "as-needed" basis.

Renewal Escalation Clause:

Pricing will remain in effect from initial contract issuance for a one (1) year or one (1) catalog date period. There after renewal options will adhere to the following:

If an option renewal is elected the Vendor shall provide to the Division a written request for an increase price adjustment. The Division of Purchases may, in its sole discretion, approve or disapprove the requested adjustment. Any approved adjustment (increase) shall be final and remain unchanged until the following renewal option period or catalog year change. The State reserves the right to negotiate rates anytime during this contract and the right to re-solicit in its best interest.

Window Blinds/Shades and Accessories – Purchase & Installation

1. DESCRIPTION OF GOODS AND SERVICES:

Scope:

Vendor to provide all tools and equipment to furnish and install a windows blinds/shades etc., and accessories at a discount off- list price inclusive of all delivery and standard installation charges. In addition, Vendors are also required to offer hourly rates for repair services (on-site) per agency request, rate fee for disposal of existing and hourly rate for work performed “off” hours (5:00 PM weekdays, Saturday or Sunday). The State reserves the right under this contract to purchase product only.

Product Specifications:

All products must meet National Fire Protection Association (NFPA) standards and be free of all imperfections, defects, and hazards which might affect appearance, normal life, serviceability, or user safety.

- Construction must meet or exceed test requirements approved by the Window Covering Manufacturers Association (WSMA) in accordance to standards established by the American National Standards Institute (ANSI) latest revision ANSI/WCMA A100.1-2012 or current issue.
- Blinds and accessories may not have any exposed raw metal edges.
- All bracing must assure proper alignment and adequate strength.
- Hardware, bolts, nuts, screws and accessories must be corrosion resistant. Face hardware must be free of sharp edges and burrs.
- Any defects that become evident or otherwise occur during warranty must be replaced or corrected by the Vendor at no cost to the State of Rhode Island; except where it is clearly shown that the defect is due to misuse and not to faulty manufacture.
- Product Installation will be on an established rate per linear foot cost found within Exhibit A Price Sheet. All products delivered must be FOB CLIENT AGENCY DESIGNATED DESTINATION and NO MINIMUM ORDER CHARGES ARE ALLOWED.

Pricing: Exhibit A Price Sheet reflects a single percentage discount off the **most current** dated manufacturer’s price list. Percentage discounts must include transportation, field measurements, all hardware and standard installation. In addition, vendors are to provide percentage discount for “Product” only.

Vendors are required to inform the Division of Purchases immediately of promotional sales or discounts, as well as any price decreases for contracted items, and shall pass those savings along to the State during the Contract term.

All products delivered must be FOB CLIENT AGENCY DESIGNATED AND NO MINIMUM ORDER CHARGES ARE ALLOWED.

**Note: Motorized Blinds need to be quoted on a per job basis due to many unknown installation factors that need to be determined by the Vendor prior to install.*

Certification: All Goods offered under this Contract must meet or exceed applicable test and performance standards prescribed in most recent issue.

Catalogs: To assist the User Agency to determine their needs; the Vendor must provide at no charge, an illustrated catalog and price list(s) showing all items available through the manufacturer.

Finishes: All finishes must be applied in accordance with the highest industry standards to assure the longest possible durability.

Workmanship: All window blinds must be new, unused, and a currently standard product of an established manufacturer. The assembly and finishing of all components parts must be done in a first class workmanship-like manner. The finished product must be neat, trim and visually acceptable to the User Agency. Details not specified herein must be in accordance with standard commercial practices for those products.

Flammability: All textiles must meet the flammability requirements of the NFPA when tested in accordance with the methods of that standard.

Warranty: All window blinds must carry the manufacturer's standard warranty and must be guaranteed against defects in materials, workmanship, and performance for a minimum of two (2) years. The warranty must begin on the date of acceptance of the Goods by the User Agency. During this warranty period, the Vendor shall repair or replace defective components and/or units at no cost to the User Agency. All warranties include labor costs for warranty work.

Delivery: The Vendor must contact the User Agency prior to making delivery, and mutually agree on the date and time of delivery. Deliveries must be made as specified by the User Agency during normal business hours. All items must be delivered and set-up at the location specified by the User Agency in accordance with good commercial practice and the terms contained herein.

Installation Availability: The Vendor shall be available to the User Agency to answer questions and provide consultation during the installation.

Removal of Installation Debris and Old Material: Vendor is responsible for removing damaged window/door treatments (including headrails and other associated hardware etc.), replacing with new product. Vendor shall clean up and remove all debris and rubbish resulting from its work as required or directed. At completion of the work, the premises must be left in a neat, unobstructed condition and everything in perfect order.

Product Recall: Any and all product recall notices are to be sent immediately to the User Agency and State Purchasing Office.

Repair: Agencies may obtain separate quote/rates for repair services as needed from this contact.

2. ADDITIONAL TERMS AND CONDITIONS:**(a) Contract Separately/Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from the Vendor or to contract separately for a single purchase, if in the judgment of State, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit A, whether or not such a savings actually occurs.

(b) Subcontractors

The State must approve any and all subcontractors utilized by the Vendor prior to any such subcontractor commencing any work. Vendor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s).

(b) Security and/or Property Entrance Policies and Procedures

Vendor shall adhere to established security and/or property entrance policies and procedures for each requesting User Agency. It is the responsibility of each Vendor to understand and adhere to those policies and procedures prior to any attempt to enter any User Agency premises for the purpose of carrying out the scope of work described in this Contract.

RESPONSE CONTENTS

Responses shall include the following:

1. One 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. One completed and signed W-9 downloaded from the RI Division of Purchases Internet home page at www.purchasing.ri.gov.
3. Attachment "A" Excel Price Sheet

CONCLUDING STATEMENTS

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>

Additional Terms and Conditions

RIVIP:

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 check points. 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.

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.

DELIVERY:

Delivery of goods or services as requested by agency.

INSURANCE:

An insurance certificate in compliance with provisions of item 31 (insurance) of the general conditions of purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the division of purchases prior to award. The insurance certificate must name the state of Rhode island as certificate holder and as an additional insured. failure to comply with these provisions may result in rejection of the offeror's bid. Annual renewal certificates must be submitted to the agency identified on the purchase order. failure to do so may be grounds for cancellation of contract.

Note: If this bid 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 & omissions) - \$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. * environmental impairment (aka pollution control) - \$1 million or 5% of face amount of contract, whichever is greater. * vessel operation - (marine or aircraft) - protection & indemnity coverage required in the amount of \$1 million.

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