



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

Solicitation Information
May 10th, 2019

ADDENDUM # 3

RFQ# 7598730

TITLE: Security Guard Services (Unarmed)

Submission Deadline is:

Wednesday May 29th, 2019 at 11:30 am (EST)

Note to vendors:

Attached includes:

- **Questions received with answers. No more questions will be answered.**
- **Current contract guard locations attachment.**
- **Updated terms and conditions applicable to this solicitation.**

Max Righter
Senior Buyer

Interested parties should monitor this website, on a regular basis, for any additional information that may be posted



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Website: www.ridop.ri.gov

Questions Received

Solicitation #7598730

MPA# 296 – Security Guard Services (Unarmed)

1. Section 7, “Proposal Contents” # 3 (pg 16 of 18 of the bid) limits bidder responses to six pages. Is it OK to submit a technical which is more pages? I ask because we do want to submit an extremely response technical proposal evidencing our capabilities.?

Answer: Yes

2. With regards to the Bid Sheet, do the “Eleanor Slater Hospital” unit price line items include services at Zambarano Hospital as well?

Answer: Yes

3. With regards to Bid Sheet, do the non-Eleanor Slater Hospital unit price line items (1, 3, 5, etc.) reference Security Officer services at non-healthcare facilities?

Answer: Yes, these are facilities outside of the ESH network of mental health care facilities. ESH includes Beazley, Regan Hospital, the Roosevelt Benton Facility and the Adolph Meyer facility.

4. Will the State revise General Conditions of Purchase Section 13.20.D. to give the Contractor the reciprocal right to terminate the Contract for convenience on 90 days’ notice?

Answer: No. The General Conditions of Purchase are incorporated by the Procurement Regulations and may not be modified for vendors.

5. Our company stands behind our security services and regularly accepts the obligation to indemnify clients for the comparative portion of any losses, costs or damages that are caused by the negligent acts or omissions of our personnel in the performance of security services under client agreements. Will the State revise General Conditions of Purchase Section 13.21.A as follows to reflect that standard?

- Replace line 5 with the following:
 - “fees) to the extent caused by”.
- On line 6, insert the word “negligent” before the word “act(s)”.

Answer: No. The General Conditions of Purchase are incorporated by the Procurement Regulations and may not be modified for vendors.

6. Due to the exigencies in performing non-security services such as mail screening and restraint of individuals at State psychiatric hospitals, our company will indemnify clients for the comparative portion of any losses, costs or damages that are caused by the grossly negligent acts or omissions of our personnel in the performance of those services. Will the State revise General Conditions of Purchase Section 13.21 to add the following as new Section 13.21.C?

- “C. Non-Security Services
With respect to performance of non-security services, such as but not limited to mail screening and restraint of individuals at State psychiatric hospitals, Vendor shall defend, indemnify, release and hold harmless the State and its agencies, together with their respective officers, agents and employees, from and against any and all third-party claims, demands and liabilities, causes of action, losses, damages, judgments and other costs and expenses (including attorneys’ fees) to the extent caused by the grossly negligent act(s), error(s) or omission(s) of the Vendor



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or its employees, agents, subcontractors or volunteers of any tier in the performance of such non-security services.”?

Answer: No. The General Conditions of Purchase are incorporated by the Procurement Regulations and may not be modified for vendors.

7. Our company’s standard business terms also include a disclaimer of consequential damages. Will the State revise General Conditions of Purchase Section 13.21 to add the following as new Section 13.21.D?

- “D. Limitation of Damages

Anything to the contrary notwithstanding, under no circumstances will Vendor be liable to any indemnified party for consequential, incidental, indirect or punitive damages, or for lost profits.”?

Answer: No. The General Conditions of Purchase are incorporated by the Procurement Regulations and may not be modified for vendors.

8. Our company routinely adds clients as additional insureds on our insurance policies, so long as our obligations are aligned with our indemnification obligations and limited to the specified insurance limits we have agreed to provide. Will the State revise the provisions cited below as follows to reflect that standard?

- General Conditions Addendum A Schedule A1 “Required Insurance” Section 1.e on page 3 and Section 2.f on page 4: Insert the following at the end of each section:
 - “...to the extent of the Contract Party’s indemnification obligations and up to the required insurance coverage amount.”

Answer: No. The General Conditions of Purchase are incorporated by the Procurement Regulations and may not be modified for vendors.

9. Can you tell me the location(s) and the schedule for the security officers?

Answer: See attached, which is a general but not conclusive overview of employed contract security guards. As this is a multi-vendor award MPA, these positions are not exclusively filled by one vendor.

Current Contract Guard Locations							
North - Region 1							
Facility	Shift 1	Shift 2	Shift 3				
Powers Building	1				1 CG		
State House							
State Office Bldg.							
Cannon Bldg.							
Bicentennial Bldg.							
Board of Elections							
Arrigan Center							
Cranston St Armory							
Chapin Lab/Med Ex							
Shephard Building							
TOTAL	1	0	0		1		
Central - Region 2							
State Data Center							
Adolph Meyer	3	3	3		9 CG		
Barry Hall							
Simpson Hall							
Benjamin Rush							
Center General Off	2				2 CG		
Central Power Plant							
Cottage 41							
Cottage 42							
Cottage 43							
DCAMM F& M Off							
Harrington Hall							
Hazard Bldg.	2				2 CG		
Louis Pasteur Bldg.	1				1 CG		
Mathias Bldg.							
Regan Hospital	1	2	2		5 CG		
Virks Bldg.	1				1 CG		
Benton Bldg.	4	4	3		11CG		
DMV AF Bldg.							
Beazley - Zambo	1	1	1		3 CG		
TOTAL	15	10	9		34		
South - Region 3							
Fire Academy							
RI Bomb Squad							
Stedman Govt Comp							
Colony House							
Veterans Home	2	2	2		6 CG		
Eisenhower House							
TOTAL	2	2	2		6		
Judicial Complexes							
Garraghy							
Licht							

McGrath					
Noel					
Murray					
Traffic Tribunal - N					
Traffic Tribunal - S					
TOTAL	0	0	0		0
Leased/Satellite Space					
DHS Providence					
DHS Pawtucket	2				2 CG
DHS Warwick	2				2 CG
DHS Middletown	2				2 CG
DHS Woonsocket	2				2 CG
DHS South County	1				1 CG
DHS Child Support					
DHS Rehabilitation					
DMV Westerly					
DMV Middletown	1				1 CG
DMV Woonsocket	1				1 CG
DMV Wakefield	1				1 CG
DMV Warren					
DCYF Providence	1				1 CG
TOTAL	13	0	0		
Total	31	12	11		

Contract Terms and Conditions

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BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

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.

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.

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.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

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
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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.

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.

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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.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.