

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

Solicitation Number: 7549649  
Solicitation Title: ELECTRICAL/ELECTRONIC MAINTENANCE REPAIR (MPA #41) (56 PGS)

Bid Proposal Submission  
Deadline Date & Time: 7/3/2015 10:00 AM

RIVIP Vendor ID #: 71814  
Bidder Name: McDonough Electric  
Address: 8 Robinson Way

WestWarwick , RI 02893  
USA

Telephone: 401-598-6627

Fax:

Contact Name: James McDonough

Contact Title: Owner

Contact Email: [mcdonoughelectric@gmail.com](mailto:mcdonoughelectric@gmail.com)

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

Disclosure details (continue on additional sheet if necessary):

James McDonough, JR.  
8 Robinson Way, W Warwick, RI 02893  
Electrician  
owner - 100% of Creative Landscape Lighting  
& Design, d/b/a McDonough Electric

### SECTION 3 — CERTIFICATIONS

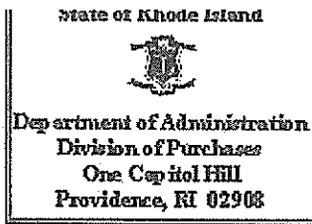
**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

**THE BIDDER CERTIFIES THAT:**

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.





## INVITATION TO BID

**SOLICITATION TITLE:** Electrical / Electronic Maintenance and Repair (MPA 41)  
**SOLICITATION NUMBER:** 7549649  
**BID PROPOSAL SUBMISSION DEADLINE:** July 3, 2015 at 10:00 AM

**QUESTIONS** about this solicitation must be emailed and received by the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) no later than Thursday, June 18, 2015, 4:00 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.

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)

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## INVITATION TO BID

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**SOLICITATION NUMBER:** 7549649  
**BID PROPOSAL SUBMISSION DEADLINE:** July 3, 2015 at 10:00 AM

**RIVIP REGISTRATION:** Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at [www.purchasing.ri.gov](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.

**Solicitation Date:** Tuesday, June 09, 2015

**Project Description:** Electrical / Electronic Maintenance and Repair (MPA 41)

**Awarding Authority:** The State of Rhode Island Department of Administration  
Division of Purchases, 2<sup>nd</sup> Floor  
One Capitol Hill, Providence, RI 02908-5855

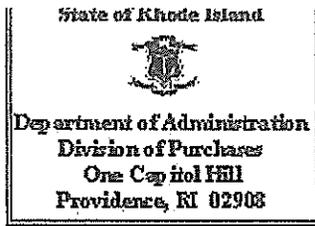
The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications dated June 9, 2015 for the Project in accordance with this solicitation.

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: Gary P. Mosca, Title: Senior Buyer**



State of Rhode Island Department of Administration  
Division of Purchases

REVISED  
November 20, 2013

**NOTICE TO VENDORS**

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

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

BidNumber\_DateofBid\_VendorName\_VendorID.pdf

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

*Example:* 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

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

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

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

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

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

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

## **Addenda**

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

## **Inspection**

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

## **Prebid Conference**

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

## **Costs**

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

## **Preparation of Bid Proposal**

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

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

### **Submission of Bid Proposal**

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

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

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

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

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

### **Charges**

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

### **Bidder Certification Cover Form**

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

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

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

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

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

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

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

## **Contractors Registration**

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

### **Subcontractors**

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

### **Taxes**

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

### **Bid Surety**

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

### **Divestiture of Investments in Iran Requirement**

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

### **Domestic Steel**

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

### **Withdrawal**

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

### **Reservation of Rights**

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

### **Award**

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

### **Prevailing Wages**

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

### **Occupational Safety**

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

### **Hazardous Substances**

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

### **Substitutions**

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

### **Licenses**

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

**Insurance**

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

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

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

### **Minority Business Enterprises**

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

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

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

### **Equal Opportunity**

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

### **Drug-Free Workplace**

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

### **Sprinkler Impairment**

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

### **Foreign Corporations**

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

### **Campaign Finance**

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

### **Binding Contract**

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

### **Compliance with Terms of Contract**

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

**STATE CONTRACT ADDENDUM**

**RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING**

**PREVAILING WAGE REQUIREMENTS**

**(37-13-1 ET SEQ.)**

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

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](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

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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

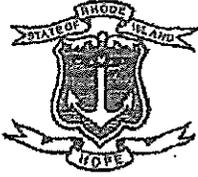
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Governor  
Charles J. Fogarty  
Director

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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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

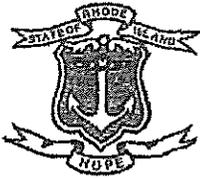
I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature]  
Title: Owner

Subscribed and sworn before me this 22 day of June, 2015

[Signature]  
Notary Public  
My commission expires: 7/1/15

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TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

Telephone: (401) 462-8000

APPENDIX A

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-5

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

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:

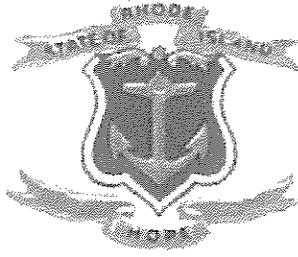
(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(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.



## Solicitation Information

**DATE: June 9, 2015**

**RFQ: #7549649**

**TITLE: Electrical / Electronic Maintenance and Repair (MPA 41)**

**Submission Deadline:**

**DATE: July 3, 2015**

**TIME: 10:00 AM (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) no later than **June 18, 2015 @ 4:00 PM (EST)**. 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,  
Senior Buyer**

Applicants must register on-line at the Division of Purchases' Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

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

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

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## **SECTION 1: INTRODUCTION**

The State of Rhode Island (the "State"), by and through its Division of Purchases (the "Division") on behalf of all State agencies ("User Agencies"), solicits Master Price Agreement ("MPA") proposals from licensed electricians ("Contractors") who are experienced in maintenance and repair of electrical and electronic systems in commercial, industrial, and residential facilities 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 September 1, 2015 and expire August 31, 2016 unless terminated, cancelled, by the Division.

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

### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this RFQ, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
3. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
4. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
5. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
6. It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work.

Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

7. All proposals should include the vendor's FEIN or Social Security number as evidenced by an IRS Form W<sub>9</sub>, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
8. The purchase of services under an award made pursuant to this RFQ will be contingent on the availability of funds.
9. Vendors are advised that all materials submitted to the Division for consideration in response to this RFQ shall be subject to the Rhode Island "Access to Public Records Act", R. I. Gen. Laws § 38-2-1, *et seq.* shall be without exception, and shall be available for public inspection upon request once an award has been made.
10. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFQ.
11. "Equal Employment Opportunity Act", R.I. Gen. Laws § 28-5.1-1 provides as follows: (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
12. In accordance with R.I. Gen. Laws § 7-1.2-140, no foreign corporation, (a corporation without a Rhode Island business address), shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
13. Vendors must comply with the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov)

## **SECTION 2: BACKGROUND**

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

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

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

## **SECTION 3: SCOPE OF WORK**

### **General Scope of Work**

Contractor will provide electrical service, including labor and equipment, for all State agencies, facilities buildings owned or occupied by the State of Rhode Island including but not limited to all State Educational Facilities as needed. Service will include all testing, scheduled maintenance, emergency repairs and other work necessary on the State’s electrical primary and secondary distribution systems not to exceed 600V for low to medium voltage or any systems in excess of 600V for high voltage.

- 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 must perform repairs, fabrication, operations and maintenance of minimum 600V voltage electrical systems and associated equipment for low voltage services and excess of 600V voltage electrical systems and associated equipment for high voltage services.
- 3.3 Contractors are responsible for testing equipment and troubleshooting complex electrical problems to develop effective resolutions.
- 3.4 Contractors must have an understanding of the operation and maintenance of tools and equipment of the trade.
- 3.5 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.

- 3.6 Contractors shall maintain records related to work performed including use of computers.
- 3.7 Contractors must be able to read and interpret plans, diagrams, drawings, instructions, and related technical materials.
- 3.8 Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.
- 3.9 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.
- 3.10 Contractors must respond to service calls if requested by a User Agency and be available 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Response time to emergencies and routine request is expected to be timely, and proposals will be reviewed in part on the Contractor's ability to provide such "on-call" service and by written commitment to respond timely to both scheduled and emergency situations. Contractors must send a qualified licensed electrician to the User Agency location and supply all necessary tools, equipment, and replacement parts to perform repairs or diagnose the problems. Such supplies, materials and parts shall be of the highest quality and the cost of such shall be billed as reflected in the bid document.

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

- i. Emergency calls – Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.
  - ii. Service calls – Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the User Agency.
- 3.11 Contractors must be able to make preliminary assessments of the electrical problems based upon the telephone communications with the User Agency.
  - 3.12 Failure to arrive at the User Agency location without a qualified licensed electrician may be considered an unacceptable service call. Contractors shall not charge for an unacceptable service call and the User Agency shall not be required to pay for an unacceptable service call.
  - 3.13 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.

- 3.14 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.
- 3.15 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.
- 3.16 The User Agency must be advised and must approve if more than (1) person is necessary on the project.
- 3.17 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.
- 3.18 All Contractors personnel shall dress appropriately with clear identification of the employee's name.
- 3.19 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.
- 3.20 Contractors shall receive a copy of the User Agency's electrical distribution schematic and shall be required to maintain said schematic throughout the duration of the Project.
- 3.21 Contractors must be located within 60 miles of Rhode Island.
- 3.22 Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.
- 3.23 Contractors shall be responsible for supplying all equipment needed to complete Projects including but not limited to: voltage testers, line fault testing equipment, drilling equipment, line pulling equipment, safety equipment and all other equipment as needed or required. 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.
- 3.24 All line faults will be tested utilizing both voltage and line fault testing equipment according to the National Electrical Code and NETA standard.

**3.25** 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 electrical licenses.

**SECTION 4: 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.

**4.1 Fixed Fee Lump Sum Award:**

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

No individual Project shall exceed the maximum cost of twenty thousand dollars (\$20,000) for low/medium voltage services and forty thousand dollars (\$40,000) for high voltage services. 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 authorized by the Division. The Division reserves the right to solicit quotes from all Contractors for any project regardless of its estimated value. Contractors must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of the User Agency. The quotation shall be provided within three (3) business days of the original request, and shall include a detailed summary in accordance with the MPA contract rates. The User Agencies shall be under no obligation to pay for Work done without prior approval and the State may at its sole option request alternative quotations.

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

#### 4.2 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 electrical 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 electrical vendor receives. Material quotes or invoices shall provide the discounted rate.

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

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

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

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

estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

## **SECTION 5: CONTRACTOR REQUIREMENTS**

- 5.1 Contractors must comply with all local, State and Federal laws, rules, and regulations for electricians; possess a valid Rhode Island master electrician's license; have a current Rhode Island contractor's license; and, must be registered with the Rhode Island Secretary of the State Corporations Division.
- 5.2 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.*
- 5.3 Contractors must have been in the electrical contracting business for a minimum of five (5) years (to qualify for low/medium voltage Projects) and a minimum of five (5) years to qualify for high voltage Projects. Contractors, who have not been in business for the minimum five years, must identify all substantial structural changes related to the ownership or management of their business. This includes, but is not limited to, merger, acquisition, change in control, receivership, bankruptcy, etc. If there has been any such substantial structural change, then explain in detail the reasons for such changes as well as the impact on the Contractors ability to provide the services solicited in this RFQ. The State reserves the right to request additional information regarding any Contractor's response to this section to ensure that prospective Contractors have demonstrated that any such structural changes have not substantially altered the nature of the services being provided or the management and staff expertise necessary to perform the required services and repairs.
- 5.4 Contractors must indicate the year their business entity was established. This will be verified with the Secretary of States Corporation Division or with other authorities.

## **SECTION 6: Occupational Health and Safety Requirements**

- 6.1 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.

- 6.2 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.
- 6.3 Based on applicable security laws, regulations, and policies, User Agencies have the right to require the Contractors to comply with a range of additional requirements or standard operation procedures. Contractors must comply with such security requirements at no additional charge to the User Agencies. User Agencies shall have the right to request background criminal investigations (BCI's) from any and all Contractor officers, directors, and employees at no additional charge to the User Agency.
- 6.4 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.
- 6.5 Project work areas shall be secured from public access, clearly marked, and barricaded, if necessary. Project work shall not interfere with ingress or egress of normal operations by tenants, employees or vehicles. Contractors shall protect all surrounding surfaces and vegetation from damage or destruction. Contractors shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the Project. No materials or equipment shall be left on the Project site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance by the User Agency. At the completion of work, Contractor shall remove all materials, supplies, debris and rubbish and leave the Project site in a clean, acceptable condition.

## **SECTION 7: Equipment, Materials and Workmanship**

- 7.1 Contractors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of a Project.
- 7.2 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.
- 7.3 Contractors shall guarantee all workmanship and parts furnished and installed under this RFQ against defect for (12) months after completion. Equipment provided with manufacturer's extended warranties shall extend this duration in accordance with manufacturer's terms and conditions. Defects will be repaired or replaced by Contractors at no expense to the User agency.

- 7.4 Contractors must supply all relevant warranty information and documentation to the user Agency upon Project completion.
- 7.5 All equipment, parts and/or supplies must be new and of the highest quality.

### **SECTION 8: Inspection of Work**

- 8.1 All Projects related work/services shall be subject to inspection and approved by the User agency.
- 8.2 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.
- 8.3 User Agencies shall not be deemed to have accepted the Project by virtue of a partial or full payment for it.

### **SECTION 9: Damage and Defects**

- 9.1 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.
- 9.2 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.
- 9.3 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 10: WAGE REQUIREMENT**

- 10.1** Project based pricing will be inclusive of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, all applicable permits and any other costs to complete the project. The User Agencies shall provide the scope of work to the Contractors. The electrical Contractors must provide the eligible entity with certified payroll record (prevailing wage) after completion of project.
- 10.2** Contractors must comply with all applicable prevailing wage requirements. Prevailing wage schedules are listed at <http://www.wdol.gov/dba.aspx#0> . The Division is not responsible for the accuracy of the information contained at that website or any third-party website.
- 10.3** The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the Contractors or any sub-contractor.
- 10.4** 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.
- 10.5** 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.
- 10.6** R.I. Gen. Laws § 37-13-13 provides as follows: – (a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a

monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

- (b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.
- (c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars (\$1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.
- (d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.
- (e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

**10.7** 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.

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

**SECTION 11: CONTRACTOR RESPONSE FORM**

Provide full and detailed responses to the following Schedules:

**Schedule A: Company Profile and Experience**

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

Company name: Creative Landscape Lighting & Design, LLC, d/b/a McDonough Electric

Year business entity was established: 2010

Corporate profile and comparable work experience:

CLD LLC, d/b/a McDonough Electric, based in West Warwick, Rhode Island, has been providing clients with superior installations and services since 2010. We pride ourselves on consistently demonstrating a level of integrity and stability that has led to many continuing relationships with clients who appreciate our reliable and timely completion of projects.

CLUD, LLC, d/b/a McDonough Electric is led by Owner James McDonough, a Master Electrician. McDonough Electric serves the Commercial, Industrial and Residential industry. It is our mission to provide a level of service that will exceed the expectations of our clients, and deliver and maintain the highest level of quality, value and project execution.

Comperable work experience:

CLUD, LLC, d/b/a McDonough Electric has experience installing camera and security systems, fence alarms, lighting LED retrofits, fire alarm systems, telecommunication systems, and electrical services (400v systems) in colleges, schools, prisons, and other governmental facilities. We also provide 24/7 emergency service calls.

**SECTION 12: EXPERIENCE AND REFERENCES**

**Part B: Experience and References**

**12.1 Experience and References**

Provide names, addresses, and contact information for from three (3) owners of projects for which work has been performed in the past five (5) years. Include a brief description of each project. The Division reserves the right to not award a MPA contract to any respondent whose references are deemed to be unsatisfactory.

Year Started:

2012

Year Complete:

2013

Brief Description of Contract:

Installation of UPS system for head end; Installation of 195 IP address cameras throughout interior & exterior of Supermax Prison

Company:

Shanix Corporation

Contact Person:

Mustapha Gharraee

Telephone and Email:

(401) 941-4222

Mustapha@Shanix.com

Project and Value:

RI Department of Corrections - Supermax \$ 85,000

Year Started:

2013

Year Complete:

2014

Brief Description of Contract:

Installation of Code Blue units, conduit, trench work, step down transformers, parking lot lighting at Lincoln, Providence and Warwick locations.

Company:

Community College of Rhode Island

Contact Person:

David Snow

Telephone and Email:

(401)

dasnow@ccri.edu

Project and Value:

CCRI

Year Started:

2015

Year Complete:

Ongoing

Brief Description of Contract:

Revamp entire mill - LED retrofit  
5 years of serving work to 600v system  
throughout

Emergency Calls

Company:

Agawam Mills

Contact Person:

Bill Dyer

Telephone and Email:

(401) 209-8685

Project and Value:

Agawam Mill \$65,000

**SECTION 13: ADDITIONAL REQUIREMENTS FOR HIGH VOLTAGE ELECTRICAL CONTRACTORS TO OFFER PROPOSALS**

Contractor qualifications must meet the following minimum requirements to qualify for high voltage maintenance and repair:

13.1 Legal Registration

- i. Company must have been in business, registered in Rhode Island for a minimum of five (5) years under its present name. All employees that perform work such as terminations and other connections shall have a minimum of two years' experience and shall be supervised by a full time employee with (5) years' experience working on high voltage equipment.

13.2 Certifications, Licenses, Registrations, etc.

- i. Submit Certificate A Electrical Contractor's License Number.
- ii. Submit Contractor License Number.
- iii. Submit a list of Certificate B Journeymen Electricians with License Numbers.
- iv. Describe backup capabilities.

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

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

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

- i. Submit a copy of the company's Safety Program
- ii. Submit a statement that all employees that perform work are certified for Confined Space Work per OSHA 10 and 30.

13.5 Minimum of one (1) Test Technician:

- i. Must be a full time employee with 5 years' experience as a Test Technician on MV/HV electrical equipment
- ii. Capable of Hi-Pot, Hot-Phasing, Meggar testing, underground cable detection, ductoring and turns ratio testing.
  - Submit any applicable certifications

13.6 Self-perform Cable Splicing and Terminations

- i. Prefer certifications from medium & high voltage termination and splice kit manufacturers (i.e. Elastimold, Raychem, 3M, etc.) Submit copies of certifications.

13.7 Include documentation showing experience and training maintaining high voltage to medium voltage substations, switches, transformers and all above ground and below ground cable and connections.

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

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

**SECTION 14: ATTACHMENT A - PROJECT RELEVANT EXPERIENCE:**

**Submit on Attachment A:**

14.1 Indicate three (3) MV medium voltage projects work valued at over \$10,000 within the past three (3) years.

- i. Year Started: 2015  
Year Complete: Ongoing

Description of Contract:

120/208 3Ø 400 amp service; general lighting and receptacles; outdoor lighting; condenser units, furnaces, sign lighting, Exit EBU's, fire alarm system - addressable

Company: DUSA, LLC

Contact Person: Jim Sullivan

Telephone and Email: (401) 641-7608 jime@tappedrestaurants.com  
Project and Value: Doherty's Tavern \$47,500

ii. Year Started: 2014

Year Complete: 2014

Brief Description of Contract:  
150 amp service upgrade; complete rewire of residential home per 2014 NEC.

Company: Imperial Restoration

Contact Person: Mike Brette  
Telephone and Email: (401) 413-3339 mike@3049000.com  
Project and Value: 19 Chandler Drive, Coventry \$14,500

iii. Year Started: 2015

Year Complete: 2015

Brief Description of Contract:  
Fire alarm; kitchen equipment (mixer, conveyor, toaster, hot table, kitchen hood); RTV's, 400 amp elevator feeds, cooler, freezer, evaporator coils, all work was 120/208 3Ø

Company: A. Ricci & Sons  
Contact Person: Mark Mercure  
Telephone and Email: (401) 640-4494 mark@aricciconstruction.com  
Project and Value: Golden Crest Nursing Center \$12,500

14.2 Successful record Self Performing on at least three (3) HV High Voltage work valued at over \$50,000 within the past three (3) years.

i. Year Started: N/A

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

ii. Year Started: N/A

Year Complete:

Brief Description of Contract:

Company:

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Contact Person:

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Telephone and Email:

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Project and Value:

iii. Year Started: N/A

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Year Complete:

---

Brief Description of Contract:

Company:

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Contact Person:

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Telephone and Email:

---

Project and Value:

**14.3** Successful record Self Performing on at least three (3) projects involving emergency transfer equipment rated at 4,160 Vac within the past three (3) years.

i. Year Started:

N/A

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

ii. Year Started:

N/A

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

iii. Year Started:

N/A

Year Complete:

Brief Description of Contract:

Company:

Contact Person:

Telephone and Email:

Project and Value:

**SECTION 15: FINANCIAL CONSIDERATIONS**

**15.1 Labor Rates**

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

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

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

**Cost Portion of Proposal\* Pricing for Personnel Required**

Master Electrician [Low /Medium Voltage]	Hourly Rate
(a) Regular/Straight Time Monday - Friday	\$ 55.00
(b) Overtime Monday - Friday	\$ 82.00
(c) Sat/Sun/Holidays	\$ 82.00
(d) Emergency Call Response Hourly Rate.	\$ 110.00
(e) Minimum Hours Charged per Emergency Call	Hours: 2

Electrical Journeyman [Low / Medium Voltage]	Price per Hour
(a) Regular/Straight Time Monday - Friday	\$ 30.00
(b) Overtime Monday - Friday	\$ 45.00
(c) Sat/Sun/Holidays	\$ 45.00
(d) Emergency Call Response Hourly Rate	\$ 45.00
(e) Minimum Hours Charged per Emergency call	Hours: 2

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<b>Registered Electrical Apprentice [Low/Medium Voltage]</b>	Price per Hour
(a) Regular/Straight Time Monday - Friday	\$ 20.00
(b) Overtime Monday - Friday	\$ 30.00
(c) Sat/Sun/Holidays	\$ 30.00

**SECTION 16: HIGH VOLTAGE PRICING:**

**Labor Rates**

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

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

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

**Cost Portion of Proposal\* Pricing for Personnel Required**

Master Electrician [High Voltage]	Hourly Rate
(a) Regular/Straight Time Monday - Friday	\$ N/A
(b) Overtime Monday - Friday	\$ N/A
(c) Sat/Sun/Holidays	\$ N/A
(d) Emergency Call Response Hourly Rate.	\$ N/A
(e) Minimum Hours Charged per Emergency Call	Hours: N/A

Line Man	Price per Hour
(a) Regular/Straight Time Monday - Friday	\$ N/A
(b) Overtime Monday - Friday	\$ N/A
(c) Sat/Sun/Holidays	\$ N/A
(d) Emergency Call Response Hourly Rate	\$ N/A
(e) Minimum Hours Charged per Emergency Call	Hours: N/A

<b>Electrical Journeyman [High Voltage]</b>	<b>Price per Hour</b>
(a) Regular/Straight Time Monday - Friday	\$ N/A
(b) Overtime Monday - Friday	\$ N/A
(c) Sat/Sun/Holidays	\$ N/A
(d) Emergency Call Response Hourly Rate	\$ N/A
(e) Minimum Hours Charged per Emergency Call	Hours: <u>N/A</u>

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

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

<b>Bucket</b>	<b>Truck</b>	<b>Rates with operator</b>	
A	Hourly (straight time)		\$ 51.25
B	Daily		\$ 410.00
C	Weekly		\$ 2050.00
D	Monthly		\$ 8200.00

<b>Equipment Operator</b>		
A	Hourly (straight time)	\$ 125.00
B	Daily	\$ 1,000.00
C	Weekly	\$ 5,000.00
D	Monthly	\$ 20,000.00

<b>Digger/Derrick Truck</b>		
A	Hourly (straight time)	\$ N/A
B	Daily	\$ N/A
C	Weekly	\$ N/A
D	Monthly	\$ N/A

<b>Crane</b>		
A	Hourly (straight time)	\$ N/A
B	Daily	\$ N/A
C	Weekly	\$ N/A
D	Monthly	\$ N/A

<b>Backhoe</b>		
A	Hourly (straight time)	\$ 51.25
B	Daily	\$ 410.00
C	Weekly	\$ 2050.00
D	Monthly	\$ 8200.00

<b>Compressor</b>		
A	Hourly	\$ N/A
B	Daily	\$ N/A
C	Weekly	\$ N/A
D	Monthly	\$ N/A

<b>Generator (site work only)</b>		
A	Hourly	\$ 60.00
B	Daily	\$ 480.00
C	Weekly	\$ 2150.00
D	Monthly	\$ 8500.00

<b>Pump</b>		
A	Hourly	\$ 6.25
B	Daily	\$ 50.00
C	Weekly	\$ 245.00
D	Monthly	\$ 650.00

## **SECTION 17: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@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#" to:

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

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

### **RESPONSE CONTENTS**

Responses shall include the following:

1. A completed and signed three-page R.I.V.I.P generated Bidder Certification Cover Form which may be downloaded from [www.purchasing.ri.gov](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. Respond to each of the items to ensure proposals receive full evaluation consideration for Low/Medium Voltage Services. Response directly onto appropriate [Section], including any appendices requested.
5. Respond to each of the items to ensure proposals receives full evaluation consideration for High Voltage Services. Response directly onto appropriate [Section], including any appendices requested.
6. Submit Copy of Certificate A Electrical Contractor's License Number.  
Submit Contractor License Number. # \_\_\_\_\_

#### CONCLUDING STATEMENTS

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

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

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

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

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

State of Rhode Island and Providence Plantations  
Rhode Island Department of Labor and Training

ELECTRICAL CONTRACTOR A-004813  
JOURNEY ELECTRICIAN B-013866

JAMES M MCDONOUGH  
DBA/ MCDONOUGH ELECTRIC  
8 ROBINSON WAY  
WEST WARWICK RI 02893

JOHN SHAW  
Administrator

02/28/2017  
Expiration Date



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

**ADDENDUM # 1**

6/19/15

Solicitation RFQ #7549649

*Title: Electrical / Electronic Maintenance and Repair (MPA 41)*

**Submission Deadline: July 3, 2015 @ 10:00 am**

**Per the issuance of ADDENDUM #1 the following are noted:**

**Vendor Questions:**

1. What do we base our bid bond on? Usually it is based on the cost of the estimated cost of the project.

*Response:* There is no bond required for this solicitation.

2. Why do we have minority participation when we are self-performing the work?

*Response:* All public works projects are subject to the State's MBE program requirements in accordance with R. I. Gen. Laws § 37-14.1-1, *et seq.* and the "Regulations Governing Participation by Minority Business Enterprises in State Funded and Directed Public Construction Projects, Construction Contracts and Procurement Contracts for Goods and Services".

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

**Gary P. Mosca,  
Senior Buyer**

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

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

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

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

Social Security No. (SSN)

Employer ID No. (EIN)

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27	1641595
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NAME Creature Landscape Lighting & Design, d/b/a McDonough Electric

ADDRESS 8 Robinson Way

(REMITTANCE ADDRESS, IF DIFFERENT) \_\_\_\_\_

CITY, STATE AND ZIP CODE West Warwick, RI 02893

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

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

SIGNATURE [Signature] TITLE Owner DATE 6/22/15 TEL NO. 401-598-6627

**BUSINESS DESIGNATION:**

Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
Partnership  Corporation  Trust/Estate  Legal Services Corporation

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

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

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908