



Town of Westerly

Request for Qualifications
2016-099
Plumbing/Mechanical Inspector
Re-Bid

November 2016

RFQ 2016-099 Plumbing/Mechanical Inspector Re-Bid

The Town of Westerly, Code Enforcement Department, acting through its Purchasing Agent is hereby soliciting sealed Request for Qualifications from individuals for a Plumbing/Mechanical Inspector. The RFQ document will be available on or after **November 15, 2016** by visiting www.westerlyri.gov, *RFP and Bid Requests* page or by calling 401-348-2625 between 8:30 a.m. and 4:30 p.m. Sealed RFQs are due at the Office of the Purchasing Agent, Town Hall, 45 Broad Street, Westerly, RI 02891 no later than **3:00 p.m. on November 29, 2016** to be opened publically.

The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired or other individuals requiring special accommodations should call 348-2500 or 596-2022 (v/tdd) 72 hours in advance of the hearing date.

The contract for the position is for one (1) year with two (2) additional 12 month extensions, at the discretion of the Town, contingent upon available funding. The contract is estimated to start immediately upon award.

The Town is seeking Request for Qualifications for the position descriptions outlined below.

Plumbing/Mechanical Inspector:

Position: Job Description: The Plumbing / Mechanical Inspector shall be responsible for inspections of all new installations in all new construction, alterations, or renovations to insure compliance with State Code. This may include trenches, interior and exterior plumbing, heating, air conditioning and exterior equipment. Also performs inspections for business licenses as required by State Law.

Qualifications and Skills: Pursuant to § 23-27.3-107.1.1 of Rhode Island State Building Code, the mechanical inspector shall have a minimum of five (5) years' experience and a valid Rhode Island master pipe fitters 1 or a journey person contractor's license. Plumbing inspector shall have a minimum of five (5) years' experience and a valid Rhode Island master or journeyperson plumbers' license. The ability to review plans is preferred. Must have passed the State of Rhode Island inspector's course and is approved as an inspector in such discipline and keep license current and attend required courses for recertification. (Applicants have the ability to receive a 12 month waiver to achieve such certification from the State of Rhode Island building code standards committee)

Essential Functions: The Plumbing Mechanical Inspector shall review applications for plumbing mechanical permits for Code Compliance on a daily basis as well as dealing with the public for questions and project related topics. Inspections are done daily and within a maximum of 48 hours of a request. Work in conjunction with other town departments.

Physical Demands: This position requires the ability to navigate construction sites which may contain construction debris, rough grading, and boulders. Inclement weather including rain, snow, and ice may cause jobsites to become muddy or slippery. The ability to climb ladders or use planks to gain access of the building may be required. Basement crawl spaces and access holes to attics or confined spaces may need to be inspected as well.

Questions

Direct any questions related to the RFQ to Eileen Cardillo, Purchasing Agent, by emailing ecardillo@westerly.k12.ri.us no later than **November 22, 2016 @ 12:00 PM.**

Insurance

STANDARD INSURANCE AND INDEMNIFICATION REQUIREMENTS

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. Certificates of Insurance: The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.
- C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.
- F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits: \$1,000,000 each occurrence

\$2,000,000 each occurrence if blasting is required

\$2,000,000 general aggregate with dedicated limits per project site

\$2,000,000 products and completed operations aggregate

\$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits: Workers' Compensation: statutory limit

Employer's Liability: \$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act: \$1,000,000

Annual Aggregate \$1,000,000

Town of Westerly reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

Proposal Submittal

A resume and cover letter addressing the above requirements with the specific position(s) indicated as well as any copies of applicable trade cards and/or licenses **and Appendix A**. Three copies must be submitted by **3:00 PM on November 29, 2016** in a sealed envelope marked **RFQ 2016-099 Plumbing/Mechanical Inspector** delivered to the Office of the Purchasing Agent, Westerly Town Hall, 45 Broad St., Westerly, RI 02891.

Complete and submit Appendix A with proposal.

The Town of Westerly reserves the right to reject or accept any or all RFQs that it deems in its best interest and to waive any informality in the bidding system. No bidder may withdraw his bid within ninety (90) days after the actual date of the opening thereof. Documents incorrectly addressed or misdirected to other locations other than the Purchasing Agent at the Town Hall, and are not present at the time of bid opening for whatever cause will be deemed to be late and will not be considered. Postmarks will not be considered proof of timely submission.

Appendix A

Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the Town of Westerly/Westerly Public Schools. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes. A complete signed (in ink) offer package must be delivered to the address indicated in the bid specifications by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other than the Town/School location or which are not present in specified address at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the Town of Westerly/Westerly Public Schools will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The Town of Westerly/Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The

successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the School for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain Information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting www.westerly.govoffice.com or appearing in person at the address indicated in the specifications Mondays through Fridays between 8:30am-4:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the School's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the Town of Westerly/Westerly Public Schools, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment Issued by the Town/School PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the Town of Westerly/Westerly Public Schools Finance Office, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are Incorporated into the Town of Westerly/Westerly Public Schools contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 10 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best Interest of the Town of Westerly/Westerly Public Schools.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the School's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the Town of Westerly/Westerly Public Schools.

PUBLIC COPY. 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.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesandRegulations.aspx>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools Purchasing Agent in writing of such circumstance.

8 I/we certify that I/we understand that falsification of any information herein or failure to notify the Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website

(<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, including the offer contained herein.

__ 11 I/we certify that 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.

__ 12 If the product is subject to Department of Commerce Export Administration Regulations {EAR} or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category. _____

__ 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

