



REQUEST FOR PROPOSALS **Roof Reconstruction and Masonry Repair**

Posting Date: August 2, 2024

Response Submission Deadline: 3:00 EST p.m. on Wednesday, September 4, 2024

Mandatory Walkthrough Date/Time: 11:00 EST a.m.; Tuesday, August 13, 2024

INTRODUCTION

Through this Request for Proposals (“RFP”), RIHousing seeks proposals from qualified general contractors to provide construction services for the reconstruction of a 15’ x 30’ roof, including demolition of the existing roof, repair/rebuild roof decking and install new roof, remove HVAC unit and perform masonry repair to adjacent brick walls. Work is to be performed at our corporate headquarters located at 44 Washington Street. Providence, Rhode Island.

INSTRUCTIONS

Proposals are to be submitted via email to: **Guy V. Pirolli, Manager Facilities Operations** at **gpirolli@rihousing.com** no later than the submission deadline set forth above.

Proposals must be submitted to RIHousing on business letterhead and must adhere to the word count applicable to each section of this RFP and include all attachments, certifications (located at [Attachment A](#)), and work samples (as applicable). **Proposals will not be reviewed or considered if they are not received by the submission deadline or if they do not adhere to the instructions described herein.**

All questions regarding the Scope of Work set forth in this RFP must be made in writing and submitted via email to **Guy V. Pirolli, Manager Facilities Operations** at **gpirolli@rihousing.com** prior to the submission deadline.

Respondents are advised that RIHousing requires its vendors to comply with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

RIHousing may invite one or more finalists to make presentations, including demonstrations of requested products, if applicable.

Respondents are advised that all submissions (including those not selected for engagement) may be made available to the public on request upon completion of the process and award of a contract.

Accordingly, any information included in the proposal that the respondent believes to be proprietary or confidential should be clearly identified as such.



NOTE TO RESPONDENTS:

Please be advised that **all** proposals (including those not selected for engagement) may be made available to the public on request pursuant to the Rhode Island Access to Public Records Act, Chapter 2 of Title 38 of the Rhode Island General Laws (the “APRA”) upon award of a contract(s). Respondents are advised not to include information that they deem proprietary or confidential or that constitutes a trade secret.

ITEMS TO BE INCLUDED WITH YOUR PROPOSAL

Section A: General Firm Information (Total word limit: 500 words)

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Name of the principal(s) of the firm.
 - b. Name, business telephone number and business email address of a representative of the firm authorized to discuss your proposal.
 - c. Locations of all offices of the firm.
 - d. Number of employees of the firm.

Section B: Experience and Resources (Total word limit: 3500 words)

**SUBMISSION
CHECK LIST**

1. Describe your firm and its capabilities. In particular, support your capacity to perform the Scope of Work.

2. Indicate which principals and associates from your firm would be involved in providing services to RIHousing. Provide appropriate background information for each such person and identify their responsibilities.

3. If applicable, please indicate the name of any subcontractors that would be involved in providing services to your firm and to RIHousing. Provide appropriate background information for each person or entity, identify the person’s responsibilities and outline their capabilities.

4. Provide a detailed list of references, including a contact name and business telephone number for organizations or businesses for whom you have performed similar work.

5. Describe your firm’s information security systems and the steps that your firm takes to safeguard client communication, confidential information, and client data.



Section C: Fee Structure (Total word limit: 500 words)

The cost of services is one of the factors that will be considered in awarding this contract. The information requested in this section is required to support the reasonableness of your fees.

- 1. Please provide a cost proposal for providing the Scope of Work in Attachment D.
- 2. Provide an itemized breakdown of billing rates and hourly costs, list of key personnel and their hourly rates, reimbursable expenses, etc. for any services that may be requested in addition to the services previously described.
- 3. Please provide any other fee information applicable to the engagement that has not been previously covered that you wish to bring to the attention of RIHousing.

Section D: Affirmative Action Plan and Minority Owned Business/Women Owned Business

- 1. RIHousing encourages the participation of persons of color, women, persons with disabilities and members of other federally and State-protected classes. Describe your firm's affirmative action program and activities. Include the number and percentage of members of federally and State-protected classes who are either principals or senior managers in your firm, the number and percentage of members of federally and State-protected classes in your firm who will work on RIHousing's engagement and, if applicable, a copy of your Minority- or Women-Owned Business Enterprise state certification.

Section E. Miscellaneous (Total word limit: 1000 words)

- 1. Discuss any topics not covered in this RFP that you would like to bring to RIHousing's attention.

Section F. Certifications

- 1. **All respondents must complete Attachment A and return it to RIHousing with their proposal.**



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EVALUATION AND SELECTION

A selection committee consisting of RIHousing employees will review all proposals that meet the requirements set forth in the “Instructions” section of this RFP and make a selection based on the following factors:

- Professional capacity to undertake the Scope of Work (as evaluated by reference to Section B: Experience and Resources);
- Proposed fee structure (as evaluated by reference to Section C: Fee Structure);
- Ability to perform within time and budget constraints (as evaluated by reference to Section B);
- Evaluation of proposed project approach (as contained in the Attachment B-Scope of Work);
- Firm minority status and affirmative action program or activities (as requested in Section D: Affirmative Action Plan and Minority Owned Business/Women Owned Business)
- Other pertinent information submitted.

By this RFP, RIHousing has not committed itself to undertake the work set forth herein. RIHousing reserves the right to reject any and all proposals, to rebid the original or amended scope of services and to enter into negotiations with one or more respondents. RIHousing reserves the right to make those decisions after its receipt of responses. RIHousing’s decision on these matters is final.



Attachment A

Requests for Proposals Submission Certifications

Please respond to **all** items below and include it in your response to this RFP. Be sure to include any additional information in the space provided or as an attachment as needed. Please ensure that any attachments refer to the appropriate item by name (i.e., “Conflict of Interest,” “Major State Decision Maker,” etc.)

Total word limit for Sections A and B: 500 words

Section A: Conflicts of Interest

1. Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual’s status as a member of the board of directors of any organization likely to interact with RIHousing. **If none, check below.**

None

2. Describe how your firm will handle actual and or potential conflicts of interest (*please include in your proposal or attach a sheet with this information*).

Section B: Litigation, Proceedings, Investigations

1. Identify any material litigation, administrative proceedings, or investigations in which your firm is currently involved. **If none, check below.**

None

2. Identify any material litigation, administrative proceedings, or investigations to which your firm or any of its principals, partners, associates, subcontractors, or support staff was a party, that has been finally adjudicated or settled within the past two (2) years. **If none, check below.**

None

Section C: Certifications

1. RIHousing insists upon full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors. This law requires State Vendors entering into contracts to provide services to an agency such as RIHousing, for the aggregate sum of \$5,000 or more, to file an affidavit with the State Board of Elections concerning reportable political contributions. The affidavit must state whether the State Vendor (and any related parties as defined in the law) has, within 24 months preceding the date of the contract, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, any candidate for general office, or any political party. **Please acknowledge your understanding below.**



I have read and understand the requirements of Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

2. Does any Rhode Island “Major State Decision-maker,” as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, “Major State Decision-maker” means:

(i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;

(ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff;

(iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase “executive or administrative head or heads” shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

Please indicate your response below.

Yes

If your answer is “Yes,” please identify the Major State Decision-maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18.

No

3. In the course of providing goods or services to RIHousing, the selected respondent may receive certain personal information specific to RIHousing customer(s) including, without limitation, customer names and addresses, telephone numbers, email addresses, dates of birth, loan numbers, account numbers, social security numbers, driver’s license or identification card numbers, employment and income information, photographic likenesses, tax returns, or other personal or financial information (hereinafter collectively referred to as the “Personal Information”). The maintenance of the Personal Information in strict confidence and the confinement of its use to RIHousing are of vital importance to RIHousing.

Please certify below that in the event your firm is selected:



(i) any Personal Information disclosed to your firm by RIHousing or which your firm acquires as a result of its services hereunder will be regarded by your firm as confidential, and shall not be copied or disclosed to any third party, unless RIHousing has given its prior written consent thereto; and

(ii) your firm agrees to take all reasonable measures to (a) ensure the security and confidentiality of the Personal Information, (b) protect against any anticipated threats or hazards to the security or integrity of the Personal Information, and (c) maintain reasonable security procedures and practices appropriate to your firm's size, the nature of the Personal Information, and the purpose for which the Personal Information was collected in order to protect the Personal Information from unauthorized access, use, modification, destruction or disclosure; and

(iii) when discarding the Personal Information, destroying it in a commercially reasonable manner such that no third party can view or recreate the information, electronically or otherwise.

These provisions, which implement the requirements of the Rhode Island Identity Theft Protection Act, R.I.G.L. § 11-49.2 et seq., will also be incorporated into the final contract with the selected respondent(s). In addition, if selected, your firm may be requested to provide a copy of its information security plan.

I certify that in the event our firm is selected, we will comply with the Personal Information and Security guidelines noted above.

4. Your firm's president, chairman or CEO must certify below that (i) no member of your firm has made inquiries or contacts with respect to this RFP other than in an email or written communication to **Guy V. Pirolli, Manager Facilities Operations** at **gpirolli@rihousing.com** seeking clarification on the Scope of Work set forth in this proposal, from the date of this RFP through the date of your proposal, (ii) no member of your firm will make any such inquiry or contact until after September 4, 2024, (iii) all information in the proposal is true and correct to the best of your knowledge, (iv) no member of your firm gave anything of monetary value or promise of future employment to a RIHousing employee or Commissioner, or a relative of the same, based on any understanding that such person's action or judgment will be influenced, (v) your firm did not consult with RIHousing in connection with the development of this RFP, and (vi) your firm is in full compliance with Chapter 27 of Title 17 of the Rhode Island General Laws, Reporting of Political Contributions by State Vendors.

I certify that no member of our firm has made or will make any such inquiries or contacts; all information supplied is true and correct; no member of our firm has provided anything of value to influence RIHousing; and our firm is in compliance with applicable political contribution reporting.



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President, Chairman or CEO (*print*): _____

Signature: _____

Firm Name: _____



Attachment B
Scope of Work

General Information

The contractor engaged by RIHousing to perform this Scope of Work (the “Contractor”) shall demolish and reconstruct an existing 15’ x 30’ roof, including repair and/or reconstruction of the roof decking, removal of old HVAC unit and terminate varying piping and electrical wiring, and install new roof system and flashing. The project will also include the repair and modification of varying areas of brick walls of all walls abutting the roof area. This will include the installation of a specially designed flashing system on all masonry walls surrounding the roof area.

- Furnish all labor, supervision, materials, and equipment to satisfactorily perform the demolition, deck repair/rebuild, new roof installation, and masonry wall repair as described in this Scope of Work during the times and at the frequency specified herein (the “Work”). Work is to be provided at our corporate offices in the Slade/Garr Building at 44 Washington Street in Providence.
- Furnish all coordination, management, training, technical personnel, and special projects personnel as may be required during the term of the contract. These personnel shall be the direct agents and employees of the contractor, and may include, if required, a non-working resident supervisor who shall be the contractor's chief manager and agent in the performance of the services to be rendered hereunder.
- Prohibit its employees from smoking and drinking alcoholic beverages in the buildings. Either activity will result in the employee’s immediate dismissal and termination from working in the buildings.
- Instruct its personnel to go about their work in a quiet, professional manner, respectful of the rights of RIHousing and its employees to an orderly workplace free from disturbances. Profanity and obscenity will not be permitted.
- Prohibit its employees from disturbing paper on desktops and other work surfaces, opening desk drawers and cabinets, or using telephones or other office equipment.
- Ensure that all on-site personnel directly involved in performing the Work shall comply with the following requirements:
 - Personnel shall be physically able to perform their assigned tasks and shall be free from any communicable disease.
 - Personnel shall be capable employees, thoroughly trained and qualified to perform the work assigned to them.
 - Personnel shall satisfy such security clearance as RIHousing may reasonably require.
 - Upon arrival at the work site, Contractor shall provide, and personnel shall complete sign-in sheets for the Manager of Facilities Operations.
 - Personnel shall report fires, hazardous conditions, and items in need of repair or replacement, including, but not limited to, lights, faucets, toilets, etc.
 - Contractor shall provide a shift supervisor to oversee the work being completed.
 - All work must be completed within 120 days of the contract award date (weather permitting).



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Note: The attached plans are provided as an overview of the project. They are stamped “preliminary”, and further details on the project will be discussed at the mandatory walkthrough.

All demolition and reconstruction information are delineated in architect’s documentation below:

Project Plans:

<https://www.rihousing.com/wp-content/uploads/RFP-Roof-Masonry-Rebuild-23057b-Issued-for-Construction-8.2.24.pdf>



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Attachment C

Design and Construction (Revised 1/22/19)

- **SUPPLEMENTARY GENERAL CONDITIONS**

- **AFFIRMATIVE ACTION REQUIREMENTS**

A. RIHousing Supplementary General Conditions

The following are to be incorporated into the Architect's specifications:

- A. Changes in the Drawings and Specifications or any terms of the Contract Documents, or orders for extra work, or changes in altering, add to or deleting from the work which will result in any construction cost change, or will change design, may be affected only with the prior written approval of the Owner. RIHousing will allow the following combined overhead and profit for additional work resulting from approved change orders:
 - To the General Contractor, for work performed by its own forces..... 12%
 - To any Subcontractor, for work performed by its own forces..... 12%
 - To any General Contractor, for work performed by its Subcontractor..... 8%

Note: All Change orders must be submitted with itemized labor, materials, equipment and contract mark-ups for proper analysis.

- B. The date of substantial completion shall be the date RIHousing endorses the Architect Certificate of Substantial Completion (AIA Form G-704 – 2017 Edition). The date of substantial completion is also the date of commencement of applicable warranties required by the Contract Documents.
- C. The Contractor shall attach to each request for payment its acknowledgment of payment and all subcontractor’s and materialmen’s acknowledgments of payment for work done and materials, equipment and fixtures furnished through the date covered by the previous payment. Concurrent with the final payment, the contractor shall execute a waiver or release of lien for all work performed and materials furnished thereunder, and the Contractor shall obtain similar waivers or releases from all subcontractors and materialmen.
- D. The Contractor shall furnish and pay the premium for Performance and Payment Bonds equal to 100% of the contract price.
- E. RIHousing and its agents or assigns, at all times during construction, have the right of entry and free access to the construction area and the right to inspect all work done and materials, equipment and fixtures furnished, installed or stored in and about the project.
- F. RIHousing reserves the right to request one (1) copy of all approved shop drawings, catalog cuts, samples, etc.



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- G. RIHousing will be furnished one (1) copy of all change orders.
- H. The Architect will perform field inspection services of a nature and frequency determined by construction progress and sound professional judgment. Field inspections will encompass all disciplines; e.g. architectural, mechanical, electrical, site, etc.



- I. Field and laboratory testing service requirements to be paid for by the Contractor shall be incorporated into the technical specifications. These shall include, but not necessarily be limited to, soil compaction and analysis, concrete design, mix, concrete compression, pile load test. RIHousing shall be provided with copies of all test reports as these reports are made available.
- J. AIA Forms G702 and G703 (latest editions) will be utilized for Contractor requisitions.
- K. Notwithstanding any agreements to the contrary, the Owner will advance for construction monthly from contract proceeds 95% of the value of work in place and material stored on the development site. With the concurrence of the Architect, the Owner will consider a reduction of the retainage percentage from 5% to 2.5% upon substantial completion of the work included in the contract.
- L. Notwithstanding any agreement to the contrary, between the Owner will advance requisitions during the construction administration/ supervision phase in increments equivalent to the Contractor's progress billings. In no event will the Supervising Architect be paid in full prior to development completion.
- M. Non-Resident (Out of State) Contractor Tax Compliance – Notwithstanding anything herein to the contrary provided, in the event that any contractor or subcontractor is a “non-resident contractor” as that term is used in Section 44-1-6 of the General Laws of Rhode Island, as amended, Owner shall withhold 3% of the cumulative value of these contracts until such time as the Borrower has complied with the provisions of this Section. All non-resident (out of state) contractors or subcontractors shall be required to furnish a “No Tax Due” affidavit issued by the
R.I. Division of Taxation as evidence of compliance with this law.

Design and Construction

B. Equal Opportunity and Affirmative Action Rules and Regulations

Section 1. Purposes of Procedures: RIHousing has determined that a need exists to ensure that recipients of its funds do not discriminate in their hiring or contract practices on the basis of race, sex, national origin, age, religion, sexual orientation, handicap or status as a veteran. RIHousing has also determined that it is necessary to take affirmative action to eliminate the vestiges of past societal discrimination and to ensure equal employment opportunities and social advancements for minorities and women. These Rules and Regulations set forth requirements established by RIHousing to ensure non-discrimination and affirmative action by Developers, Contractors, and Subcontractors, and shall be construed and applied so as to accomplish the objective stated above.

Section 2. Construction of Rules and Regulations and Definitions:

Unless otherwise defined herein or unless a different meaning is required from the context in which they are used herein, all words and terms used in these Rules and Regulations are as defined in the Act.

1. "Act" means the Housing and Mortgage Finance Corporation Act more particularly set forth in R.I.G.L. 42-55 as amended.
2. "Affirmative Action Officer" (AAO) means the individual(s) appointed by the Executive Director to serve as AAO under these Rules and Regulations.
3. "Board of Commissioners" means the Board of Commissioners of the Rhode Island Housing and Mortgage Finance Corporation.
4. "Contractor" means an individual, corporation or partnership retained by a Developer to serve as a general contractor or construction manager in the construction of a development.
5. "Corporate Office" means 44 Washington Street, Providence, Rhode Island 02903.
6. "Development" means a multi-family residential housing complex developed under the Program.
7. "Executive Director" means the Executive Director of RIHousing.
8. "Hearing Officer" means the individual or individuals appointed by the Executive Director to serve as a Hearing Officer under these Rules and Regulations.
9. "Minorities" or "Minority" means person or persons who is included in any of the following racial and ethnic categories:
 - a. African American/Black – A person having origins in any of the black racial groups of Africa.
 - b. American Indian or Alaskan Native – A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.
 - c. Asian or Pacific Islander – A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.



- d.* Hispanic/Latino – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
10. “Minority and Female Owned” means businesses in which at least fifty-one percent (51%) of the ownership interest is held by, and which are managed and controlled by minorities and/or women, and which have obtained written certification thereof from the state in which their principal office is located or from such other governmental or non-governmental office, board, commission, department, agency or entity satisfactory to RIHousing.
 11. “Mortgage Loan” means a loan made to a Developer for the purpose of providing construction or permanent financing, or both, for a Development.
 12. “Program” means the RIHousing Rental Housing Production Program.
 13. “Proposal” means a written proposal for the construction, development and/or rehabilitation of a development.
 14. RIHousing means RIHousing and Mortgage Finance Corporation, a public corporation organized and existing under the Act.
 15. “Developer” means corporations, individuals, joint ventures, partnerships, limited partnerships, trusts, firms, associations, or other legal entities or any combination thereof, whether organized for profit or not, qualified either to own, construct, acquire, develop or rehabilitate a Development.
 16. “Subcontractor” means individuals, corporations, joint ventures, partnerships, limited partnerships, associations, or other legal entities retained by a Developer or Contractor to render services, or services and material in connection with the construction or rehabilitation of a Development.
 17. “Suspension” means disqualification of a Developer from participation in RIHousing’s programs and suspension of Developer’s rights to disbursements from Mortgage Loan.
 18. “Total Construction Cost” means the total funds expended in connection with the construction or rehabilitation of the Development.
 19. “Total Work Force Hours” means the total number of worker-hours expended in connection with construction or rehabilitation of the Development.

Section 3. Affirmative Action Obligations:

3.1 Generally – Through affirmative action activities provided for herein, the developer and or contractor shall use all reasonable efforts to ensure that ten percent (10 %) of the Total Work Force Hours are provided by Minorities and women. The Developer and or Contractor shall utilize Minorities and females, and Minority and Female Owned businesses, as Contractors and Subcontractors to the greatest extent practicable in the construction of the Development. The Developer and or Contractor shall include a statement regarding its non-discriminatory and affirmative action policies in all solicitations for Contractors and Subcontractors issued in connection with the Development. The Developer and or Contractor shall maintain records relating to all such solicitations, all responses received to solicitations (specifically identifying



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responses received from Minority and Female Owned businesses), and all awards made based on such solicitations and the reasons therefore. The Developer and or Contractor shall use its best efforts to ensure that at least ten percent (10%) of the Total Construction Costs shall be paid to Minority and/or females Contractors and Subcontractors, or Minority and/or Female Owned Contractors and Subcontractors. The Developer and or Contractor shall provide RIHousing with a schedule of anticipated awards to be made to Minority and Female Owned Contractors and Subcontractors prior to the initial closing of the Mortgage Loan.

3.2 Contractual Obligations – All contracts with a contract price of \$50,000.00 or more executed in connection with the Rental Housing Production Program development shall:

1. post a written notice of at least 8 inches by 11 inches in size in a conspicuous place in its principal office stating that it is an equal opportunity employer and does not discriminate on the basis of race, sex, national origin, age, religion, sexual orientation, handicap or status as a veteran;
2. abstain from harassment, intimidation and coercion of employees based on race, sex, national origin, age, religion, sexual orientation, handicap or status as a veteran;
3. establish and maintain a current list of recruitment sources for Minority and female employees, provide written notification to such sources of employment opportunities, and maintain a record of each organization's response to each such notification;
4. maintain a record of the name, address and telephone number of each Minority and female applicant for employment, which record shall contain a statement regarding the action taken with respect to the application;
5. to the extent feasible, participate in area based training programs for Minorities and women;
6. provide notice of its obligations under these Rules and Regulations to any union(s) with which it has entered a collective bargaining agreement, and to entities regularly conducting training programs within the area of its principal place of business, and request the assistance of such unions and entities in its compliance with these Rules and Regulations;
7. include a statement of its non-discriminatory practices in any company manuals, collective bargaining agreements it enters, and company newspapers or newsletters it produces;
8. notify the Developer in writing when signatory unions and bargaining agreements it has entered prohibit or deter its equal employment and affirmative action recruiting activities;
9. ensure that all facilities and activities under its control are non-segregated, except for the segregation by sex of toilet and changing facilities;
10. where feasible, employ Minority and female workers in summer employment and on-the-job training programs;
11. take such other steps as necessary to ensure that equal employment policies are implemented and that recruitment job classifications and other employment procedures do not have a direct, or indirect discriminatory effect on Minority or female employees or applicants.



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Section 4. Preliminary Information: Once funds have been reserved for a Rental Housing Production Program development, the AAO shall provide the Developer with a summary of the equal opportunity and affirmative action requirements contained in these Rules and Regulations,



and a list of Minority and female contractors. Said list was compiled by the State of Rhode Island and amended by RIHousing.

Section 5. Pre-Construction Conference: At the Pre-Construction Meeting, RIHousing shall discuss the requirements of these Rules and Regulations and the Developer's affirmative action goals for the Rental Housing Production Program development with the Developer and all contractors chosen as of that date.

Section 6. Utilization Reports: The Developer shall submit to RIHousing monthly, a report of the total construction cost as of the date of said report, and shall specify therein, the total amount paid to Minority and female contractors and subcontractors or Minority and Female Owned contractors and subcontractors.

Section 7. Review Conference and On-Site Inspections: RIHousing may, anytime during construction or rehabilitation of a development, conduct such on-site inspection(s), reviews of the Developer's records and all contracts relating to the development, and conferences with Developer, contractors and subcontractors as it deems necessary to ensure compliance with these Rules and Regulations.

Section 8. Report of Discrimination Charges Filed: The Developer shall promptly notify RIHousing, in writing, of any charges it becomes aware of which have been filed with the Rhode Island Commission of Human Rights, the United States Equal Employment Opportunity Commission or any other agency alleging discrimination by the Developer, or any Contractor or Subcontractor in connection with the development.

Section 9. Suspension of Developers and/or Contractors:

9.1 Generally – Suspension is a measure which may be invoked by RIHousing either to exclude or to disqualify a Developer and/or a Contractor from participation in any of the RIHousing's programs. Suspension shall be used for the purpose of ensuring compliance with these Rules and Regulations and not for punitive purposes. The exclusion or disqualification of a Developer and/or a Contractor from participation in RIHousing's programs, and the reconsideration of such measures, shall be based upon all available evidence and facts. Investigations required to accumulate such facts and evidence shall be conducted by the AAO or by such other individuals as may be designated by the Executive Director from time to time.

9.2 Notice of Violation – In the event that it is determined that a Developer and/or a Contractor is in violation of these Rules and Regulations, the AAO shall notify the Developer and/or a Contractor of such violation(s) in writing by certified or registered mail. Said notice shall: specify the violation(s); request the developer and/or contractor to correct the violation(s) within fifteen (15) business days from receipt of said notice; and, inform the Developer and/or Contractor of possible suspension for failure to rectify the violation(s) within said period. The Developer and/or Contractor shall, within the allotted time, rectify the violation(s) and provide evidence of compliance satisfactory and acceptable to the AAO. In the event the Developer and/or Contractor fails to rectify the violations and produce sufficient

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evidence of compliance, the AAO may recommend to the Executive Director that the Developer and/or Contractor be suspended.

9.3 Suspensions – The Executive Director shall review all findings and recommendations of the AAO and may suspend any developer and/or contractor who fails to comply with these Rules and Regulations. Said suspension shall be in full force and effect until the Developer and/or Contractor can demonstrate, to the satisfaction of the Executive Director, that the violation(s) has been corrected and that steps have been taken to insure future compliance with these Rules and Regulations.

1. Effects of Suspension – The Developer and/or Contractor may not obtain any advances or payments due under any existing loan agreement with RIHousing nor participate in any RIHousing programs. The Executive Director may waive these limitations if it is determined that the limitations will adversely affect the community to be served, the development/proposal has some unique value or that the limitations are not in the best interest of the public.
2. Notice of Suspension – The Developer and/or Contractor shall be served by certified mail, return receipt requested, with a written notice of suspension within five (5) days prior to the effective date of the suspension. The notice shall state: the basis for the suspension; that the suspension is effective until compliance has been documented; that the Developer and/or Contractor may not participate in any program of RIHousing during the term of the suspension; that all rights of the Developer and/or Contractor under all loan agreements with RIHousing shall be suspended until reinstatement of the Developer and/or Contractor; and, that the Developer and/or Contractor may request a hearing and be represented by counsel at the hearing.

Section 10. Hearings:

10.1 Requests for Hearings – The Developer and/or Contractor may request a hearing on the suspension and may be represented by counsel at the hearing. The hearing request shall be made in writing, addressed to RIHousing at the Corporate Office and to the attention of AAO. The Developer and/or Contractor shall have ten (10) days from receipt of notification of suspension to request a hearing. If no request is received by RIHousing within the time period, the Developer and/or Contractor shall be deemed to have waived its right to be heard, and final action on the proposed suspension may be taken.

10.2 Notice and Procedures – Upon receipt of a request for a hearing, the AAO shall arrange a prompt and timely hearing. Notice of the time and place of such hearing shall be in writing, and delivered to all interested parties by certified mail, return receipt requested, together with a statement indicating the nature of the proceedings. All hearings shall be conducted in accordance with Section 42-35 of the General Laws of the State of Rhode Island of 1956, as amended, by a Hearing Officer. All witnesses shall testify under oath or affirmation and shall be subject to cross-examination.



10.3 Determination by Hearing Officer in Suspension Hearings – The Hearing Officer shall make a written determination and recommendation to the Executive Director based on all evidence presented at the hearing. All interested parties shall be notified of said determination by certified mail, return receipt requested. The Executive Director shall review the findings of the Hearing Officer and issue a final determination on suspension of the Developer and/or Contractor within thirty (30) days from the date of the hearing. Notice of the Executive Director’s determination shall be given to all interested parties in writing, signed by the Executive Director and transmitted by registered mail, return receipt requested.

10.4 Powers of Hearing Officer – While conducting hearings, the Hearing Officer shall have all powers necessary to conduct hearings in an expeditious and fair manner. The powers of the Hearing Officer shall include, but not be limited to, the power to:

1. Hold conferences to settle, simplify, or fix the issues in a proceeding, or to consider other matters that may aid in the expeditious disposition of the proceeding by consent of the parties or upon his own motion;
2. Require parties to state their position with respect to the various issues in the proceeding;
3. Require parties to produce for examination those relevant witnesses and documents under their control;
4. Rule on motions and other procedural items on matters pending before him/her;
5. Regulate the course of the hearing and conduct of the participants therein;
6. Receive, rule on, exclude, or limit evidence, and limit lines of questioning of testimony which are irrelevant, immaterial or unduly repetitious;
7. Fix time limits for submission of written documents in matters before him/her;
8. Impose appropriate sanctions against any party or person failing or refusing to follow or to obey an order under these procedures which sanctions may include;
 - a. Refusing to allow the party to support or oppose designated claims or defenses, or prohibiting him/her from introducing designated matters in evidence,
 - b. Excluding all testimony of an unresponsive or evasive witness,
 - c. Expelling any party or person from further participation in the hearing.
9. Take official notice of any material fact not appearing in evidence in the record, which is among the traditional matters of judicial notice.

Section 11. Rescission and Reinstatement: The Developer and/or Contractor against which a suspension has been invoked may request reinstatement in writing. Reinstatement proceedings shall be conducted by the AAO. All recommendations of the AAO for reinstatement shall be submitted to the Executive Director for final approval. Reinstatements may only be granted upon the determination that the matter or matters resulting in suspension have been rectified, and that the suspended party shall comply with all requirements of these Rules and Regulations



Roof Reconstruction and Masonry Repair

Respondent Name: _____

Design and Construction

in the future. When a suspension has been rescinded, the Executive Director shall forward notice of reinstatement to the Developer and/or Contractor by certified mail, return receipt requested.

Section 12. Substitute Policies or Procedures: A Developer and/or Contractor subject to other equal employment and affirmative action laws, regulations, procedures or policies (“Substitute Regulations”) of any federal or state agency, board or commission may request that RIHousing accept compliance with such Substitute Regulations in lieu of compliance with these Rules and Regulations if such Substitute Regulations are substantially similar to the requirements of these Rules and Regulations. All such requests shall be made in writing to the Executive Director of RIHousing, and shall set forth the requirements of such Substitute Regulations. All decisions of the Executive Director regarding such Substitute Regulations shall be final and binding.



ATTACHMENT D
Roof Reconstruction and Masonry Repair

Pricing Proposal

BID FORM - Page 1

To: RIHousing

Respondent Firm Name: _____

This project must be bid utilizing prevailing wage. The State of Rhode Island Department of Labor, Division of Professional Regulations General Decision Modification document current as of the bid posting date for this project, is an integral part of the bid documents for use in fulfilling prevailing wage rate requirements. A copy is available on the web site of the State of Rhode Island Department of Administration, Division of Purchases.

Division of Purchases Web Site Address: <http://www.dlt.ri.gov/pw/>

Click on the “[Davis Bacon Prevailing Wage](#)” link:

It will bring you to : <http://www.access.gpo.gov/davisbacon/ri.html>

Click this site and go to “Providence County” - “Building” on the chart to obtain the Latest “Prevailing Wage Table”.

The Contractor must submit Certified Payroll Reports with their payment requisition

CERTIFICATIONS AND BASE BID

The undersigned, having become thoroughly familiar with: (i) the Scope of Work (the “Work”) and Specifications and all subsequent Addenda; and (ii) with local conditions affecting the performance and costs of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes to perform the Work, including furnishing any and all labor and materials, and to do all of the Work in accordance with the terms of this solicitation and any contract entered into by the undersigned and RIHousing for the following sum of money:

Base bid shall include: All labor, materials, services and equipment necessary for work delineated in architectural plans.



Bid Form Pg. 2

Cost of Base Project: (Scope of Work):

\$ _____ (Inclusive of all costs)

Cost of Allowance 1: (Roof Sheathing)

\$ _____ (Inclusive of all costs)

Cost of Allowance 2: (Brick Repair/Pointing)

\$ _____ (Inclusive of all costs)

SUBCONTRACTORS AND SUPPLIERS

The Contractor will utilize the following companies for the indicated Work. Please list all proposed subcontractors/supplies with contract amounts in excess of \$10,000 in the table below. Include the subcontract/supplier name, contract amount, and type of work to be performed or supply to be furnished. The list will be made part of the contract with RIHousing. Additional pages may be attached as necessary.

Subcontractor/Supplier Name	Work Performed/Supply Furnished	Contract Amount

1. RIHousing reserves the right to disqualify individual subcontractors. RIHousing understands that this may result in an adjustment to the Bid amount.
2. Please attach a letter from the bonding company assuring issuance of both 100% Performance & Labor and Material Payment bonds to this Bid Form.



Bid Form Pg. 3

- 3. RIHousing is tax exempt and will provide a tax-exempt file number to the successful respondent.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- Addendum No. 1, dated _____.
- Addendum No. 2, dated _____.
- Addendum No. 3, dated _____.
- Addendum No. 4, dated _____.

Note: If bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer and officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Name: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

Signature(s): _____