COMMUNITY COLLEGE
OF RHODE ISLAND

**Purchasing Office**

# CONTINUOUS RECRUITMENT

## LETTER OF INTEREST (LOI): BB003288-2

## TITLE: THEATRICAL LIGHTING DESIGNER

**SUBMISSION DEADLINE:**

**Round 2: BB003288-2 No Later Than December 30, 2016 at 12:00PM**
**Round 1: BB003288 – January 1, 2016 at 12:00PM**

**QUESTIONS** concerning this solicitation may be emailed to Community College of Rhode Island at (purchasing@ccri.edu). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (LOI #BB003288) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases, Other RI Bid Opportunities, website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED:** **NO**

**BOND REQUIRED**: **NO**

**NOTE TO VENDORS**:

**A complete, signed bid/offer Package, Including a completed three-page RIVIP Bidder Certification Cover Form/Contract Offer must be submitted with the specific Bid/LOI Number, date, and time of bid closing noted on the envelope. Mail to: Purchasing Office, Community College of RI, 400 East Avenue, Warwick, RI 02886.**

**THIS IS NOT A BIDDER CERTIFICATION FORM**

The Community College of Rhode Island (CCRI), Purchasing Office is soliciting Letters of Interest (LOI) and Statements of Qualifications from firms, organizations, and/or individuals to provide instructions and training services, as needed, for the period as listed on the attached document, renewal at the sole option of the State/CCRI, for four (4) additional 12-month terms, as described herein, and in accordance with the State's General Conditions of Purchase, which is available on the Internet at www.purchasing.ri.gov.

CCRI intends to make multiple awards under this solicitation. Inclusion on the qualified provider list for this LOI is no guarantee of income. Vendor selection will be based on a number of factors, including (but not limited to) price, availability, expertise and satisfaction with services provided.

This is not an Invitation for Bid: responses will be evaluated on the basis of the relative merits of the submission, in addition to price; there will be no public opening or reading of responses received by the CCRI Purchasing Office pursuant to this request

## Instructions and Notifications to Offerors

Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal

Proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the offeror. The College assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the College Purchasing Agent.

Proposals misdirected to other State locations or which are otherwise not present in the CCRI Purchasing Office at the time of opening for any cause will be determined to be late and may 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 CCRI Purchasing Office.**

It is intended that an award pursuant to this Request will be made to a prime contractor(s), who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered.

In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation 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 selected vendor(s).

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this LOI will be considered public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately upon request, once an award has been made.

Interested parties are instructed to review the Division of Purchases web site on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this LOI.

**Background Check:** The State reserves the right to conduct criminal background checks on any and all of Contractor's personnel assigned to this Contract. In the event an individual's file/background check proves other than satisfactory, as determined solely by CCRI. CCRI reserves the right to have the individual(s) immediately removed from performing under this Contract and replaced by acceptable personnel at no additional cost to CCRI.

## Contractor Reporting and Accounting Requirements

**Reporting:** Contractor agrees to submit all required documentation and reports on a timely basis and in accordance with the specified time frames pursuant to this Contract. Penalties for delinquent reporting may include withholding of payments until such time all reports are received, cancellation and/or termination of this Contract with no obligation to pay for undocumented services, or both. Contractor shall not be responsible, and shall not be penalized, for State's loss of documentation and reports.

**Access to Records:** Contractor agrees that CCRI, or any of its duly authorized representatives, has the right of timely and unrestricted access during normal business hours to any books, documents, papers, reports, or other records of Contractor that are pertinent to the fulfillment of the requirements of this Contract, in order to make audit, examinations, excerpts, transcripts, and copies of such documents This right also includes timely and reasonable access to Contractor's personnel for the purpose of reviewing, interviewing, evaluating, and monitoring related to such documents. All such items shall be available to the requesting party in the Purchasing office at CCRI.

**Ownership:** Contractor agrees that all information, data, and supporting documentation provided by CCRI that relates to the services here under shall remain the property of CCRI.

**Maintenance of Records:** Contractor's records, books, and other documents reasonably related to this Contract shall be kept and maintained in standard accounting form. Such records, books, and documents shall be made available in Contractor's offices in Rhode Island subject to inspection by CCRI or authorized CCRI personnel upon request during normal Business Hours State shall retain the right to audit the records, books, and documents, in whatever form, at their discretion upon reasonable notice to Contractor. Contractor shall ensure that that any and all electronic data is compatible with State's ability to record and read such data. Contractor shall furnish all required items, including, but not limited to, documents pertaining to services provided for purposes of this Contract, records of work performed, records of payments, copies of invoices and/or receipts, or other items necessary or convenient to transmit and communicate the information needed or convenient for full and unrestricted audit of the Contractor's records,

books, and documents.

**Audit:** The State Auditor, its assigns, or any other governmental entity approved by State shall have the unrestricted right to audit all data or documents related to this Contract. Such data shall be furnished in Contractor's offices at a mutually convenient time within a reasonable time. Should State determine it reasonably necessary, Contractor shall make all of its records, books, and documents reasonably related to this Contract available to authorized State personnel, at reasonable times and within reasonable periods, for inspection or auditing purposes or to substantiate the provisions of services under this Contract.

## Contractor Confidentiality

**Public Information Act:** The parties acknowledge and agree that State is subject, as a matter of law, to Rhode Island Government Code also known as the Rhode Island Information Act (hereinafter "Public Information Act"). Notwithstanding any other provision, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that Rhode Island courts, judges, elected officials, Department heads, and municipal employees (hereinafter "State Requestors") may request advice, decisions, and opinions of the Attorney General of the State of RI in regard to the application of the Public Information Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data, or information, or any other thing or item furnished to or in the possession or knowledge of State. It is further acknowledged and agreed that the State Requestors have the right and obligation by law to rely on the advice, decisions, and opinions of the Rhode Island Attorney General. Contractor hereby releases the State Requestors from any and all liability or obligation of any type, kind, or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data, or information, or any other thing or item furnished by Contractor or in the possession or knowledge of State that is determined by State or in reliance on any advice, decision, or opinion of the Rhode Island Attorney General to be available to the public or any persons.

Notwithstanding the foregoing, the parties agree, to the extent permitted by the Public Information Act, to keep confidential (and store in a secure area with limited access) and will not copy, publish, sell, exchange, disclose, or provide to others or use any information, documents, or data, provided to or disclosed to the other party, or any information related to this Contract, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, for any purposes other than performing each party's obligations under this Contract.

## Vendor Questions & Submission

Questions concerning this solicitation may be e-mailed to the CCRI Purchasing Office at purchasing@ccri.edu no later than the date & time listed on page one of this solicitation. Questions should be submitted in a Microsoft Word attachment Please reference the RFP /

LOI # 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.

Letters of Interest to provide the services covered by this Request will be accepted on a rolling basis. The date indicated on the cover of this solicitation is the deadline for the first round of submittals. Vendor submittals will be reviewed to determine qualifications and if appropriate, added to the list of approved resources.

**Responses must include the following:**

1. A complete, signed bid/offer Package, Including a completed three-page RIVIP Bidder Certification Cover Form/Contract Offer

2. A statement of qualifications, including staff resume(s). Each staff member's resume shall include the following:
   - List of specialties
   - List of programs
   - Documentation of any and all certifications and/or licenses for services.

3. Vendor shall submit a signed cost proposal listing a base rate for services. Departments will negotiate final cost with vendor on a per project basis.

4. References.

5. Minimum employment requirements including education, training, previous work experience as required by scope of project.

6. Emergency and after-hours contact for Contractor's account representative.

7. Cancellation policy.

8. A completed IRS W-9 Form.

An original plus two (2) copies of all materials, in a sealed envelope marked LOI # and Title should be mailed or hand-delivered to:

**Community College of RI**
**Purchasing Office**
**400 East Avenue**
2nd Floor
Room 2333
**Warwick, RI 02886**

**NOTE: Proposals faxed or emailed to the CCRI Purchasing Office will not be considered.**

## Evaluation & Selection

Responses will be evaluated on the basis of apparent ability of the Offeror, the relevancy of the service or program, and the cost of the service. All evaluation criteria are of equal importance. CCRI may make multiple awards as a result of this solicitation. Competitive negotiations may be considered/conducted in accordance with applicable state law.

As a result of this solicitation, CCRI will establish a list of qualified service providers and programs for up to the maximum five year contract term. Selection and utilization of individual providers will be based on need, availability, and price. Inclusion on the qualified provider list is no guarantee of income.

Notwithstanding the above, the CCRI 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.

**END**

**Theatrical Lighting Designer for theatre productions, CCRI Knight and Liston Campus**

Responsibilities: DESIGN LIGHTING FOR THE CCRI THEATRE PRODUCTIONS AS NEEDED, INCLUDING ONE OR MORE OF THE CURRENT SEASON'S PRODUCTIONS OF *THE HABERDASHER*, KNIGHT CAMPUS IN WARWICK (OCTOBER 20 - 23 PERFORMANCES), *WHEN WE WERE YOUNG AND UNAFRAID* LISTON CAMPUS IN PROVIDENCE (DECEMBER 1 - 4), *ROMEO AND JULIET* KNIGHT CAMPUS (MARCH 2 - 5), *STUDENT DIRECTED PROJECT* LISTON OR FLANAGAN CAMPUS TBD (APRIL 20 - 23).

These responsibilities include several Pre-Tech: Become extremely familiar with the script and any dramaturgy and design ideas associated with the production. Familiarize with the directors vision. Provide a detailed design including, but not limited to a lighting plot, a circuit schedule, a color and template schedule, an instrument schedule, and any other paperwork that will be of assistance to the student crew. Submit a preliminary drawing and paperwork; this should be within the first week. Submit final drawings and paperwork within week 2. Attend all Production Meetings during the period (unless otherwise specified). Supervise the light Hang and Focus with student and employee assistance. Run the 'focus call' with student help. Program a design for the show using the provided lighting console and producing paperwork to assist in the maintenance of her/his design during the run. Any other duties to be negotiated by Production Coordinator.

During Tech: Attend all Technical Rehearsals, including the Preview performance. Provide the sequential design cues to the Stage Manager in a 'paper tech' the day prior to the first Technical Rehearsal (this can be done earlier if possible).

Qualifications: Must possess a substantial resume of theatrical design, a bachelor's degree in theatre or commensurate theatrical design experience; demonstrated ability to work in a collaborative, academic environment; extensive experience with state of the art lighting instruments and advanced design software.

Vendors are responsible for all expenses related to commuting as well as all income and related business employment taxes applicable to vendor income; including but not limited to FICA, State and Federal tax reporting.

Compensation per project.

COMMUNITY COLLEGE
OF RHODE ISLAND

**Purchasing Office**

# RIVIP BIDDER CERTIFICATION COVER FORM

## SECTION 1 - BIDDER INFORMATION

**Solicitation Number:** _____
**Solicitation Title:** _____

**Bid Proposal Submission**
**Deadline Date & Time:** _____
**RIVIP Vendor ID #:** _____
**Bidder Name:** _____
**Address:** _____
**Telephone:** _____
**Fax:** _____
**Contact Name:** _____
**Contact Title:** _____
**Contact Email:** _____

## 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 1-3, and if "Yes," provide details below. Complete Disclosure 4.*

____ 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.

____ 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.

____ 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.

_____4. 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):*
_____
_____
_____
_____
_____

## 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:**

____ 1. The Bidder will immediately disclose, in writing, to the CCRI Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.

____ 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 CCRI Purchasing Agent in writing.

____ 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 CCRI Purchasing Agent in writing.

____ 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the CCRI 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.

____ 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.

___ 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.

____ 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.

____ 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.

COMMUNITY COLLEGE
OF RHODE ISLAND

**Purchasing Office**

*Certification details (continue on additional sheet if necessary):*

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**Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this RIVIP Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

**BIDDER**

**Date:**_____

_____
**Name of Bidder**

_____
**Signature in ink**

_____
**Printed name and title of person signing on behalf of Bidder**

FORM W-9
REV 8/15

# STATE OF RHODE ISLAND
## FORM W-9 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)**

**NAME**

**ADDRESS**

**CITY, STATE AND ZIP CODE**

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS

CITY, STATE AND ZIP CODE

**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 am exempt from backup withholding, or (B) 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 (C) the IRS has notified me that I am no longer subject to backup withholding.

(3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

***Please sign here and provide title, date and telephone number:***

**SIGNATURE**_____ **TITLE**_____ **DATE**_____ **TEL NO**_____

*Original Signature Required (Digital Signature Not Acceptable)*

**BUSINESS DESIGNATION:**

*Please Check One*: Individual ☐ Corporation ☐ Trust/Estate ☐ Government/Nonprofit Corporation ☐

Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐

LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

**TIPS:**

**NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:

1) Same EIN 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 EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

**Mail Completed Form To:**
**Supplier Coordinator**
**Purchasing Department**
**One Capitol Hill, 2nd Floor**
**Providence RI 02908**

**Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov**

For State Use Only:

IRS____ RI SOS____ FED_____ Other_____

RI Supplier # _____ Approved _____

Date Entered _____ Entered By_____

COMMUNITY COLLEGE
OF RHODE ISLAND

**Purchasing Office**

**TO BE COMPLETED BY PROSPECTIVE VENDOR**

**For the purposes of establishing qualification under IRS definition of Independent Contractor, please respond to the following:**

| | | |
|---|---|---|
| Is there a defined schedule of when and where the work is to be performed? | YES | NO |
| Is there an option to conduct the work at an alternate location? | YES | NO |
| Is there an option to establish your own work schedule? | YES | NO |
| Are any tools or equipment required to perform the service for which you are contracted? | YES | NO |
| Are the tools supplied by the organization? | YES | NO |
| Do you supply any of your own tools of the trade? | YES | NO |
| Are your services offered to the public-at-large for hire within the scope of your work? | YES | NO |
| Do you offer your services to the public and thereby realize either a profit or loss of income? | YES | NO |
| Do you incur business related expenses i.e., business cards, web site, advertising, office supplies, etc., that are deductible against earnings?_____ | YES | NO |
| Are you reimbursed for all business-related expenses?_____ | YES | NO |
| Are you aware that as an independent contractor you are self-responsible for FICA, state and federal tax reporting?_____ | YES | NO |
| Are you aware that this is a fee for services provided engagement with no guarantee of extension? _____ | YES | NO |

**To be signed by vendor.**
**I declare that I have examined this request and to the best of my knowledge and belief, the facts presented are true, correct and complete.**

| | | |
|---|---|---|
| _____ | _____ | _____ |
| Vendor Signature | Vendor Printed Name | Date |
| _____ | _____ | _____ |
| CCRI Authorized Signature | CCRI Authorized Printed Name | Date |

CCRI Assigned PO Number: _____ (to be provided by CCRI Purchasing Department)

Vendor Name: _____ Banner ID: _____

Knight Campus • 400 East Avenue, Warwick, Rhode Island 02886-1807 • (401) 825-2196 • Fax: (401) 825-2328