



# Rhode Island Airport Corporation

August 30, 2016

## Invitation for Bid. 26525 On-Call Auto Body Repairs and Painting

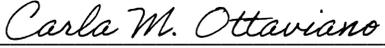
The Rhode Island Airport Corporation (RIAC) is seeking bids for auto body repairs and painting on as needed basis. The services needed are for a large variety of cars, trucks and maintenance equipment. Bidders are asked to submit their qualifications, staff and equipment availability, hours of operation, years in the auto body repair business and years at the present location. Contract award shall be for a one (1) year with two (2) subsequent one-year extensions at RIAC's sole discretion (delete if not necessary).

Due date for bids is no later than **11:00AM EDT, September 13, 2016**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**IFB No. 26525 – On-Call Body Work/Auto Painting**". RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

Questions related to this solicitation may be submitted to [procurement@pvdairport.com](mailto:procurement@pvdairport.com) no later than 4:00PM EDT, September 6, 2016. Direct contact with RIAC staff is strictly prohibited unless submitted in writing to [procurement@pvdairport.com](mailto:procurement@pvdairport.com). RIAC may issue an addendum by 4:00PM EDT, September 7, 2016 to respond to any relevant questions raised by potential bidders. This addendum will be posted to <https://www.pvdairport.com/corporate/procurement> and <https://www.purchasing.ri.gov>.

All prices quoted are to be FOB delivery location. RIAC is tax exempt and a certificate will be supplied as required.

  
\_\_\_\_\_  
Guy A. DeCristofaro  
Manager of Airfield Maintenance

  
\_\_\_\_\_  
Carla M. Ottaviano  
Financial Analyst and Administrator

## **SPECIFICATIONS**

### **Qualification of Bidders**

Each bidder may be required, before the award of Contract, to show to the complete satisfaction of RIAC that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The bidder may also be required to show past history and references that will enable RIAC to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by RIAC.

### **Site Inspection**

RIAC will inspect the premises of those bidders in contention for award and the site inspection will become part of the basis of award for this contract. The bidder must satisfy RIAC beyond a reasonable doubt that it has the facilities necessary in which to perform the work covered by the contract.

### **Facility Requirements**

The bidder must have a complete body shop meeting the following minimum requirements: paint booth; automotive frame straightening machine with qualified operator (on-site or under contract); and inside storage area for police and other vehicles which contain electronic equipment. For the purpose of this specification, "inside storage" includes storage within a secured area that could include a locked, fenced area acceptable to RIAC.

The successful bidder awarded the truck portion of the contract must also have the capability to do body and paint work indoors during inclement and/or cold weather. The indoor area must be large enough to handle large trucks requiring 13-foot height clearance.

### **Labor Rate**

Bidders shall indicate the labor rate applicable for the various types of work to be performed (passenger vehicles/light trucks, heavy trucks and specialty vehicles such as Fire Trucks). The rates bid shall be used in all work for the class of vehicles covered. No variance from the labor rate bid will be allowed during each contract year.

### **Termination**

RIAC reserves the right to terminate this contract if the successful bidder's performance or workmanship fall below acceptable RIAC or trade standards. Before such termination, the successful bidder will be given two weeks written notice to correct any deficiencies noted by RIAC. Failure to correct within the prescribed time limit, or having more than four such performance or workmanship problems in a six-month period, will be considered just cause for immediate termination without further notice.

### **Vehicle Responsibility**

By submitting a bid, a bidder receiving an award agrees to assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment) placed in its custody by RIAC under this contract.

### **Vehicle Types**

The contract shall cover the following types of vehicles:

1. Passenger vehicles (sedans, light trucks up to Ford Superduty 14,500 GVW or equivalent and similar equipment such as vans, etc.), including fiberglass work.
2. Trucks (Vehicles over the sizes indicated above), including fiberglass work.
3. Specialty Vehicles (Fire apparatus and Fire Equipment requiring higher than usual standards in quality of repairs, finish, etc.), including fiberglass work.

RIAC reserves the right to assign vehicles which require specialized or proprietary repairs, finish, etc. to any other contractor at its discretion depending on the nature and extent of the specialized or proprietary work required.

**Appraisals**

All work done without the services of an independent appraiser shall be priced in accordance with the Contractor's appraisal. Such appraisal shall be subject to review and approval by RIAC before any work may start. No appraisal for RIAC owned vehicles shall be based on labor or parts discounts other than those contained in the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by RIAC. Bodywork for non-RIAC vehicles (as a result of collision or other County liability for repair) is not included under this contract.

**Priorities**

Time is of the essence in returning RIAC vehicles to service. The successful bidder agrees that work assigned under this contract shall receive priority over other work in its shop unless specific prior approval has been obtained from RIAC. If RIAC agrees that the workload of a successful bidder is such that timeliness is not possible in a given situation, RIAC reserves the unilateral right to assign the job to a backup contractor. Repeated assignments to a backup contractor (more than six in a two-month period) may result in contract termination.

**Awards**

RIAC may split the award between the lowest responsible bidders for the several categories of vehicles covered. Back-up awards will also be made for each category in the event that RIAC's work load exceeds the successful bidder's capacity. (See the "Priorities" paragraph above.)

RIAC intends to deliver and pick up all vehicles. Because of this, proximity to RIAC Airfield Maintenance Facility will be considered in award evaluation. Part of this evaluation will include the cost factor involved in RIAC pickup and delivery.

**Contract Documents**

Unless a separate formal Agreement is entered into between the parties, the Contract Documents consist of the response of the Contractor and this solicitation. The Contract Documents set forth the entire Agreement between RIAC and the Contractor. RIAC and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the Contract Documents which is not contained in the Contract Documents, and that all terms and conditions with respect to the Contract Documents are expressly contained herein.

**Project Manager**

The performance of the Contractor is subject to the review and approval of the RIAC Manager of Airfield Maintenance. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents.

**Unsatisfactory Work**

If any of the work done, or material or equipment provided, by the Contractor is unsatisfactory to RIAC, the Contractor shall, on being notified by RIAC, immediately remove at the Contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to RIAC and, in the event the Contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, RIAC shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the Contract term and during any warranty or guarantee period. RIAC shall be entitled to offset such expense against any sums owed by RIAC to the Contractor under this Contract.

**Termination for Default**

The Contract will remain in force for the full period specified and until RIAC determines that all requirements and conditions have been satisfactorily met and RIAC has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under

the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, RIAC will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by RIAC in its discretion.

In the event RIAC decides to terminate this Contract for failure to perform satisfactorily, RIAC will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen- (15) day period will begin upon the mailing of notice by RIAC. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by RIAC prior to such termination. However, an amount equal to all additional costs required to be expended by RIAC to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event RIAC terminates the Contract.

Except as otherwise directed by RIAC, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of RIAC), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

#### **Termination for the Convenience of RIAC**

The performance of work under this Contract may be terminated by RIAC in whole or in part whenever the RIAC shall determine that such termination is in its best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to RIAC; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims

#### **Requirements Contract (Estimated Quantities)**

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents. The Contractor understands and agrees that this is a requirements contract and RIAC will have no obligation to the Contractor if no items or services are required.

#### **Failure to Deliver**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, RIAC, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by RIAC. This remedy shall be in addition to any

other remedies, which RIAC may have. RIAC shall be entitled to offset such costs against any sums owed by RIAC to the Contractor.

**Applicable Law**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the State of Rhode Island. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

Contractor must be licensed in the State of Rhode Island.

**INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000 occurrence.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$3,000,000 excess of \$1,000,000 primary layer.

RIAC and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of Worker's Compensation insurance.

The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by RIAC shall be construed as relieving or excusing the contractor from any liability or obligation imposed upon the contractor by the provisions of the contract documents.

The contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The contractor shall be as fully responsible to RIAC for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

**IFB No. 26525  
ON-CALL AUTO BODY REPAIRS AND PAINTING  
RESPONSE FORM**

Responses are **due no later than 11:00AM EDT, September 13, 2016** at Rhode Island Airport Corporation, T. F. Green Airport, Office of Procurement, 2000 Post Road, 3<sup>rd</sup> floor, Warwick RI 02886-1533. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

ALL vendors interested in responding **MUST** provide the following requested information in this format. Additional information may be included on accompanying sheets, if necessary.

Firm Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature of Business \_\_\_\_\_

Remittance Address (for Payments):

Name: \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

1. Are you Rhode Island Certified as DBE/WBE/MBE? If yes, please attach certification letter

Yes\_\_\_ No\_\_\_

2. Are you listed on a Master Price Agreement (MPA) with the State of Rhode Island?

Yes\_\_\_ No\_\_\_ MPA Number(s)\_\_\_\_\_

3. Are you a GSA, MiCTA, or U.S. Communities Contractor?

Yes\_\_\_ No\_\_\_ Number(s)\_\_\_\_\_

4. Type of Organization (check one):

Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_ Service \_\_\_\_\_

5. We Acknowledge Receipt of Addenda: No.\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_, Dated \_\_\_\_\_

6. Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island? \_\_\_\_\_ If so, indicate dates and explanation for such.

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7. Provide references from at least (3) companies, which have received the proposed or similar services. Please include: Firm, Facility, Group or Organization Name, Address, Contact Person, Title, Phone Number, Email Address, Date of Purchase/Service/Project, Description of Purchase/Service/Project.

8. Attach a W9 Form.

9. On a separate sheet, list any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. **Below is an example of the format**

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

**10. Pricing Information (please print clearly)**

- 1. Passenger vehicles (as defined in the specification)  
Parts shall be provided at crash guide list less \_\_\_\_\_ percent.  
Labor shall be provided at \$\_\_\_\_\_ per hour.
  
- 2. Trucks (as defined in the specification)  
Parts shall be provided at crash guide list \_\_\_\_\_ percent.  
Labor shall be provided at \$\_\_\_\_\_ per hour.
  
- 3. Specialty vehicles (as defined in the specification)  
Parts shall be provided at crash guide list less \_\_\_\_\_ percent.  
Labor shall be provided at \$\_\_\_\_\_ per hour.

Total Labor (items 1 2,3): \$ \_\_\_\_\_ per hour

Total Labor (items 1,2,3): \_\_\_\_\_  
(Amount in Words)

NOTE: Crash guide list shall mean motor's crash guide or the applicable industry standard list used by the appraisal firm.

**Pickup and Delivery**

For the following vehicle types (as stated in specification) please provide the cost for pickup and delivery.

Upon return of finished vehicles, operators will remain until the vehicle is inspected and accepted. If it is determined that the vehicle is not properly repaired, the operator will return the vehicle to your shop for repair and deliver at no additional charge.

All vehicles must be returned within 24 hours of completion.

**Vehicle Type 1 (Passenger)**

To TOW vehicle to your shop and return to RIAC \$ \_\_\_\_\_

To DRIVE vehicle to your shop and return to RIAC \$ \_\_\_\_\_

**Vehicle Type 2 (Trucks)**

To TOW vehicle to your shop and return to RIAC \$ \_\_\_\_\_

To DRIVE vehicle to your shop and return to RIAC \$ \_\_\_\_\_

**Vehicle Type 3 (Specialty)**

To TOW vehicle to your shop and return to RIAC \$ \_\_\_\_\_

To DRIVE vehicle to your shop and return to RIAC \$ \_\_\_\_\_

NOTE: Vehicle types 2 and 3, in most cases, will require a commercial driver's license to operate the vehicle. Drivers picking up these vehicles will be required to provide proof of such a license.

## Terms and Conditions

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Bidders must hold the bid price for ninety (90) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. RIAC is Tax Exempt and a certificate will be supplied as required.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products (if applicable). The successful bidder will be the lowest responsible and responsive bidder. For purposes of this solicitation, the lowest responsible bidder is the firm that RIAC determines meets the specifications at the lowest price.
9. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your bid.
10. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
11. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase

- order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
12. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.
  13. Payment of the seller's invoices is subject to adjustment and payment terms are net 30 days following approval by RIAC staff.
  14. Procedures respecting bids and the selection of Contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.
  15. The Bidder agrees that:
    - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
    - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
    - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
    - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
    - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
  16. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
  17. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.
  18. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
  19. The bidder hereby certifies that he/she has carefully examined all of the documents for

the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

20. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
21. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
22. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
23. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
24. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
25. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their bid.
26. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).
27. Major State Decision-Maker - 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 R.I.G.L § 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 president, senior vice president, general counsel, 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,

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.