



Rhode Island Airport Corporation

September 19, 2012

INVITATION FOR BID NO. 24679 TOW-BEHIND AIRLESS PAINT MACHINE T. F. GREEN AIRPORT

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking bids for the purchase of one (1) self contained, dual color, airless, single operator, road marking machine and video system, capable of applying four individual lines simultaneously from 2" to 12" in a single pass to a maximum of 48" similar to the GRACO RoadLazer RoadPak Tow-Behind.

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.

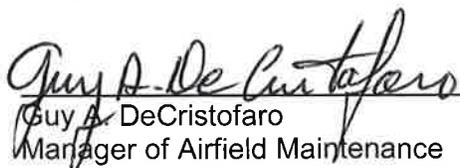
Sealed bids will be received at: Rhode Island Airport Corporation, Office of Administration, Attention: Laurie A. Sirois, Grants & Contracts Administrator, 3rd Floor, T. F. Green Airport, 2000 Post Road, Warwick RI 02886-1533.

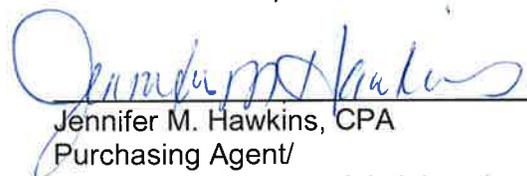
Due date for bids is no later than 2:00 p.m., October 16, 2012, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "**Tow-Behind Airless Paint Machine – Contract No. 24679**". RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

The successful bidder must hold the bid price for 120 days from bid opening date, and may not withdraw their bid for at least 60 days after the time and date set for the receipt of bids.

Delivery of the Paint Machine will be required within one (1) month of contract award. The Paint Machine will be delivered complete, as specified, in ready to work condition to T. F. Green Airport, Maintenance Area, 300 Airport Road, Warwick, RI. All prices quoted are to be FOB delivery location. RIAC is tax exempt and a certificate will be supplied as required.

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.


Guy A. DeCristofaro
Manager of Airfield Maintenance


Jennifer M. Hawkins, CPA
Purchasing Agent/
Manager of Business Administration

SPECIFICATIONS

As part of the bid, include a description of the vehicle(s) being offered (make, model, weight, size, features, capabilities, etc.). Some latitude in meeting the precise specifications will be allowed when demonstrated that as equivalent features or specifications are being offered. However, RIAC will be the sole judge in determining the acceptance of as equivalent features or specifications.

Include in the bid for a factory representative to assist the buyer in mounting the paint machine and camera system onto the Owner's truck and training of Airport personnel up to eight hours on the operation and maintenance.

GENERAL

1. This specification describes and defines the minimum requirements of a self contained, dual color, airless, single operator, road marking machine capable of applying individual line widths from 2" to 12" per gun in a single pass.
2. The herein described road marking machine is designed for multiple installation configurations and/or multiple vehicle types for installation and use.
3. The specified road marking machine shall be designed specifically for single operator road striping.
4. The specified road marking machine shall have dedicated airless pump(s) for each color to allow instantaneous color selection and for simultaneous dual color striping with a single carriage.
5. The specified road marking machine shall be 100% chemically compatible with waterborne traffic, as well as, VOC compliant high solids solvent based formulations.
6. The specified road marking machine shall have the ability to apply all mentioned traffic paint at speeds up to 10 MPH while applying double 4" lines at a wet film thickness of .015 mils.
7. The intended road marking machine shall be physically sized to allow use with standard (non modified) full size pickup trucks, larger truck chassis, and also for the use with off-road utility vehicles that meet the load range capacity.
8. The road marking machine power pack module shall occupy no more than 70L" by 62W" footprint.
9. The road marking machine itself (less the truck) shall conform to all applicable Federal Motor Vehicle Safety Standards in effect on the date of manufacture.

Trailer Rating Specifications

1. The trailer must have a gross vehicle weight rating equal to 2800 lbs.
2. The trailer must have a gross axle weight rating equal to 1200 lbs. per axles with 5.70 tire, 8x3.75 5-45 rim at 100 psi cold single tire pressure.

3. The trailers wheel hub rating must be 2000 lbs. each.
4. The trailers caster hub rating must be 6000 lbs. each.
5. The trailers tire lug torque must equal 90-120 ft-lb.
6. The trailer's jack rating must be at least 2000 lbs. each.
7. The safety chains equipped on the trailer must be at least SAE Class 3.
8. The trailer must have 4 wheels for safe operation in the case of a flat tire; In the case of a flat tire the unit must travel with no adverse effect to safe operation of the vehicle at highway speeds until the flat is repaired.

Tow-Vehicle Requirements

1. The tow-vehicle must have a minimum wheel base (front to back) of 130 inches.
2. The tow-vehicle must have a minimum rated payload capacity equal to 3500 lbs.
3. The tow-vehicle must have a minimum gross trailer weight capacity of 7500 lbs.
4. A tow hitch must be installed that has a minimum rated capacity of 750 lb. tongue weight and 7500 lbs. gross trailer weight. A DRAW-TITE class IV Ultra Frame Hitch or equivalent is recommended.
5. The tow-vehicle must be equipped with a standard trailer light connector.
6. The tow-vehicle must have the proper warning lights and/or sign board per federal, state, and local regulations.
7. The tow-vehicle must have the proper warning lights and/or sign board per federal, state, and local regulations.
8. There must be I/O cable access from the tow-vehicle cab to the Tow-Behind Paint Machine.

Framework and Mounting

1. The unit attaches to the vehicle by using a dual hitch.
2. The road marking machine's frame shall be constructed with 'pallet' style fork lift ports on all (4) sides.
3. The Tow-Behind frame must be made so that a palletized paint unit can be easily mounted.
4. When removed from the vehicle the Tow-Behind System shall have three integral fold down jacks for safe storage. **SEPARATE STORAGE CARTS ARE NOT ACCEPTABLE.**
5. The Tow-Behind frame shall have rear fold down jacks for tire changing.

6. The road marking machine's power pack shall also have welded in place lift rings to allow installation and removal from trailer with a crane or hoist.
7. The road marking machine's gun carriage shall be located between the truck and power pack.
8. The road marking machine shall mount directly to a customer supplied DRAW-TITE Class IV Ultra Frame Hitch.
9. Frame shall be DuPont Silvabond powder coated. No exceptions.

Compressor

1. The compressor shall be rated for 12 CFM at 100 PSI while operating at 1,200 RPM.
2. Compressor shall be all twin cylinder, air cooled, and of cast iron construction.
3. Compressor shall have an unloader device and be preset at 90 - 110 PSI.
4. A safety pop off valve set for 150 PSI shall be installed.
5. An auxiliary air tank with 2.5 gallon capacity shall be included.
6. An auxiliary QD air chuck and air pressure gage shall be mounted on the tank.

Engine

1. The engine shall be a four cycle, twin cylinder, air cooled gasoline engine rated for 18 HP minimum.
2. The engine shall feature electric start and include a 12 volt fully sealed lead acid battery.
3. A permanent mount, six (6) gallon fuel tank that is CARB Tier III and EPA Phase 3 evaporative compliant.
4. The engine shall be of Overhead Valve Design.
5. The engine shall be pressure lubricated.
6. The engine shall have an integral 25 amp charging system.
7. The engine controls shall be an integrated part of the engine. **CONTROLS THAT ARE SEPARATE FROM THE ENGINE ARE NOT ACCEPTABLE.**

Hydraulic Supply System

1. A pressure compensated piston supply pump shall be provided and have a rated capacity of not less than 10 GPM.

2. The pressure compensated piston supply pump shall provide hydraulic discharge pressures up to 2100 PSI.
3. A 4-gallon capacity oil supply reservoir shall be included and feature an integrated tank filter. The oil supply reservoir shall be of all steel construction.
4. The hydraulic system shall be a closed loop design.
5. All hydraulic fittings shall be JIC type.
6. All hydraulic hose shall have a minimum pressure rating of 3000 PSI.
7. A single pressure control knob shall simultaneously and uniformly adjust the hydraulic pressure from 0 - 2100 PSI to all airless pumps as selected.

Airless Paint Pumps

1. The airless paint pumps shall be hydraulic driven, piston style pump with minimum displacement .067 gal/cycle. ***NO SUBSTITUTIONS ALLOWED.***
2. Airless paint pumps shall be 100% chemically compatible with all single component traffic paints and have the ability to effectively apply conventional solvent based formulations, VOC compliant high solids solvent based formulations, traditional waterborne formulations, and the new high performance waterborne formulations.
3. The airless pump packings shall be staggered leather and Ultra High Molecular Weight Polyethylene and have provisions for external adjustment of the upper packing stack. Pumps with spring loaded packings are not acceptable.
4. The airless pumps wet cup shall be an enclosed design featuring packing cover protectors to prevent dirt or bead contamination into the wet cup and upper packing area.
5. A total of two airless pumps shall be provided.

Paint Filters and Inlet Strainers

1. A filter assembly shall be located at the outlet of each airless paint pump. Each filter shall be equipped with integral flush valve returning material back to container.
2. Each filter assembly shall include a replaceable 30 mesh stainless steel filter element and have filtration area of not less than 18 square inches.
3. Filters shall be rated for a working pressure of 5,000 PSI.
4. The filters shall offer chemical compatibility with all solvent and waterborne traffic paints.

Paint Guns

1. Four airless paint guns shall be furnished and be automatic double acting pneumatic guns. Spring operated shut off is not acceptable. **NO SUBSTITUTIONS ALLOWED.**
2. All wetted gun parts shall be 300 grade stainless steel. The use of 400 grade (410 and 416) stainless steel is not acceptable.
3. The fluid outlet shall be ported no less than 3/8" diameter orifice. Paint inlet ports shall also be 3/8".
4. The packing needle shall feature a no exposed, fully enclosed needle assembly that has provisions for instant packing nut adjustments without any disassembly.
5. The paint guns shall have a pressure rating of 3,000 psi.
6. The actuation air chamber and the fluid section shall be divorced and separate to eliminate the possibility of paint entering the air chamber upon paint seal failure.
7. Each gun shall include a Reverse-A-Clean (RAC) 5 Switch Tips and LL5339 spray tips.
8. Provisions shall be made to allow the guns to be easily and simply adjusted in all directions including up/down, side-to-side, and forward and back.

Material Containers and Siphon Sets

1. The road marking machine shall be set up to allow siphoning from 55 gallon drums.
2. The road marking machine shall come standard with water base siphon hose kits of 1.5 in diameter x 6.5 ft. A solvent resistant kit shall be available for use with oil base materials meeting the same size requirements.
3. The siphon hose material shall be clear reinforced pvc for waterborne water base materials and reinforced cross linked polyethylene for oil base solvent materials.

Bead Tank and Distribution

1. The bead tank capacity shall be 450 pounds and adequately sized for 1 - 55 gallon drum of traffic paint. The system frame shall include a location provided for the addition of a second bead tank installation. **NO EXCEPTIONS ALLOWED.**
2. The bead tank and lid assembly shall both be ASME certified and be of all steel construction.
3. Lid design shall be single locking lever type that shall open inwardly. **BEAD TANK DESIGNS WITH REMOVABLE LIDS WITH EXTERNAL CLAMPS ARE NOT ACCEPTABLE.**
4. Bead tank shall have a top lid assembly and filling area of not less than 14" in diameter.

5. Tank air system shall include over-pressure relief device set at 75 PSI, and air regulator/ moisture separator with automatic water drain and air filter assembly.
6. Bead distribution manifold shall be located at the tank's 2" outlet and then ported to four-1" ID outlets.
7. Four-1" ID bead hose shall be used to transfer beads from the bead tank outlet to the bead guns.
8. All bead hose shall be PVC material and clear for easy bead flow diagnostics. **NO SUBSTITUTIONS ALLOWED.**
9. A 3/8" three way valve shall be provided to allow the operator the choice of pressurizing the bead tank or quick relief of the tank's air pressure. Air relief outlet shall be routed to the underside of the road marking machine with the use of adequately sized plastic tubing.

Bead Guns

1. Four bead guns shall be furnished and be Automatic Double Acting Guns. **NO SUBSTITUTIONS ALLOWED.**
2. Bead guns shall come complete with "no tools" quick change nozzles in 4 sizes to allow for accurate and repeatable bead flow rates from 0 to 40 pounds per minute per gun.
3. The bead guns shall have an oversized (spherical) hardened stainless steel ball and seat outlet. The ball and seat shall be hardened to a hardness of not less than 37 - 40 on a Rockwell C scale.
4. The entire needle assembly shall be completely enclosed and not exposed to external bead and paint contamination.
5. The needle packing on the pressure bead guns shall be non-adjustable type and not require any packing adjustment throughout the life of the gun. **BEAD GUNS THAT REQUIRE NEEDLE PACKING ADJUSTMENT ARE NOT ACCEPTABLE.**
6. The bead gun shall have many common and interchangeable parts with the specified paint guns.
7. Bead spreader shall be surface hardened to a hardness of 78 to 82 on a 15N scale and then chrome plated.
8. Air chamber and bead chambers within the gun shall be divorced and separate.
9. Each bead gun shall have the ability to uniformly apply beads in widths ranging from 2" to 12" in a single pass.

Gun Carriage and Outrigger

1. The carriage shall be a weight forward design with the carriage extending forward from the carriage centerline rather than hanging rearward. Rear hanging carriages are not acceptable.

2. The carriage outrigger shall allow instantaneous changes from the centerline to edge line side without the use of tools. Disassembly, unbolting, unscrewing tees or component removal is not acceptable.
3. The carriage when in the transport mode shall lock and clamp in the center of the unit and not hang to the side of the vehicle's chassis and be within the confines of the striping machine.
4. A safety switch shall be located in the gun carriage storage position (transport position) to disable the paint and bead gun to prevent accidental gun actuation while in the storage position.
5. The outrigger shall include a gas assist piston to ease the lifting of the carriage once the carriage is elevated approximately one foot off the ground.
6. The outrigger shall be constructed of heavy duty 2" x 2" square tubing that shall be zinc plated for easy clean up and protection from the elements.
7. A single 10" highway rated outrigger carriage wheel is to be furnished. **CARRIAGES WITH DUAL TIRES ARE NOT ACCEPTABLE.**
8. The pivot bearing assembly as part of the outrigger wheel shall be of variable resistance type. The variable resistance bearing assembly shall allow moderate turning radii with increased bearing resistance as the wheel radii increases.
9. The carriage caster wheel shall allow 180° swiveling in either direction from the forward direction for a total 360° swiveling area.
10. The distance from the trucks rear axle centerline to the centerline of the gun carriage wheel shall not exceed 24". **NO EXCEPTIONS ALLOWED.**
11. The distance from the trucks rear axle centerline to the centerline of the gun carriage wheel shall not exceed 24". **NO EXCEPTIONS ALLOWED.**
12. Paint and bead gun MAC electro-mechanical solenoid actuation valves shall be no more than 6" from the paint and bead guns to assure the fastest response time. **LONGER DISTANCES OR GUN MOUNTED (EXPOSED) MAC VALVES ARE NOT ACCEPTABLE.**
13. All MAC electro-mechanical valves must be protected within an all steel enclosure.
14. All MAC electro-mechanical valves must be 4-way, opening and closing guns with air. **ALL SINGLE ACTING, 3-WAY SYSTEMS ARE NOT ACCEPTABLE.**
15. Both the carriage and outrigger assembly shall clamp firmly in place once the correct striping positioning has been determined. Two clamps shall hold the outrigger in position and one clamp shall firmly hold the carriage in position.
16. All paint, bead, air hose and electrical wiring that runs from the main unit to the gun carriage and outrigger assembly shall be fully enclosed within a protective cover.

Electronic Skip Line Controller

1. The road marking machine shall include a Programmable Skipline Controller. **NO SUBSTITUTIONS ALLOWED.**
2. The skip line controller shall have a single, integral emergency system shut down switch, (from the driver's position) that shuts down the skipline controller, the engine, all airless pumps, the compressor, the hydraulic system, and all other active systems on the road marking machine.
3. The controller shall have primary electrical protection by a replaceable fuse.
4. The skip line controller shall have 6 preset, adjustable, skipline patterns, with 6 switches located on the controller. These switches shall be located above the display and the patterns must be displayed below the switches. **NO SUBSTITUTIONS ALLOWED.**
5. The skipline controller shall have a POWER ON/OFF SWITCH that in the ON position enables battery DC power to the skipline controller. The OFF position shall remove power from the skipline controller. For additional safety, when the skipline controller is in the OFF position the road marking machine's engine shall be disabled and incapable of being started.
6. The skipline controller shall have a total of three, 3-way PAINT GUN switches to allow the choice (SKIP-OFF-SOLID) for either of the two standard paint and bead guns and for activation of the optional third paint and bead striping gun.
7. The skipline controller shall have a RESET/HOLD switch - In the HOLD position, guns 1, 2 and 3 are disabled and the internal cycle counter shall be reset. In the RESET position the switch shall reset the internal cycle counter without affecting the solid line striping activity.
8. The skipline controller shall have an ADVANCE/RETARD switch for adjusting the skip line position to accurately match a previously painted skip line. ADVANCE shall move the dashed line forward while RETARD shall move the line backward. The line position shall be shifted, in the desired direction, no more than 1.2" every time the ADVANCE/RETARD switch is toggled.
9. The skipline controller shall have a BEADS ON/BEADS TEST switch - In the BEADS ON position the bead guns shall be enabled with the paint guns. In the BEADS OFF position the paint guns will operate without actuation of the bead guns. In the BEADS TEST position the guns shall be momentarily actuated without paint gun actuation for flow rate purposes and for visual testing that the bead guns are working.
10. The skipline controller shall have a graphic display with large mph/kph displayed in 10ths of MPH/KPH units. In addition the main screen display must have: instant MILS, measuring, and paint/cycle settings with up to 5 preset skip cycles for switching between while painting. A progress bar shall continually show the position of guns during skipline painting.

11. The skip line controller shall have a SYSTEM DELAY ON/OFF feature that in the OFF position shall allow the guns to respond immediately. In the SYSTEM DELAY ON position actuation of the paint gun switches and the RESET/HOLD switch shall be delayed by a preset delay distance.
12. The internal menu of the skip line controller shall include the following: Gun footage counters and gallon/liter counters standard, Average and instant MILS line thickness calculations, speed alarm, preset skip line settings, marker layout, and setup menus.
13. The controller shall have a integral female plug jack port to allow the use of the included remote finger triggering device (with 6' cable and male plug) to ensure accurate skip or solid line retracing regardless of the previously used skip line controller.
14. The controller shall be protected from reverse polarity and noise spikes.
15. Operating temperature range for the controller shall be -45° - 150° F.
16. Furnished with the system will be a weather resistant 30' control cable to interconnect the road marking machine and the skip line controller in the vehicle's cab.
17. The face of the skip line controller shall have a matte finish decal to eliminate glare from the sun or any of the vehicle's interior lights. **NO EXCEPTIONS.**
18. The face of the skip line controller shall have a matte finish decal to eliminate glare from the sun or any of the vehicle's interior lights. **NO EXCEPTIONS.**

Mechanical Line Guide Assembly

1. A mechanical line guide shall be easily attached to the intended striping vehicle.
2. The line guide shall be mechanically adjustable up and down, side to side, and be reversible for centerline or edge line striping. All line guide adjustments must be accomplished without the use of hand tools.

Additional Equipment Required

1. The specified road marking machine must have an optional **video guidance system** with a nitrogen filled 16mm camera and 9" wide-screen monitor. The camera must mount behind and above paint guns for straight and curve line tracking. The monitor must be windshield mount and have built in crosshair for alignment. The system must operate with automatic infrared (low light) to 0 LUX.
2. The specified road marking machine must have an optional **2nd Bead Tank**, 450 lb capacity, with provisions for mounting tank inside the dimensions of the power pack.
3. The specified road marking machine must have optional finger-adjustable bead deflectors, allowing the user to set the bead pattern to the exact width needed for the job

WARRANTY

Manufacturer standard warranty

MANUALS

2 sets of each, Service, Parts and Operators

SPARE PARTS

The following spare parts are to be included in the bid:

1. 12 #XHD645 Paint Tips
2. 12 #XHD939 Paint Tips
3. 6 #30 Mesh Screens

- END OF SPECIFICATIONS -

**IFB No. 24124
INVITATION FOR BID NO. 24679
TOW BEHIND AIRLESS PAINT MACHINE
T. F. GREEN AIRPORT**

Responses are **due no later than 2:00 p.m., October 16, 2012**, Attention: Laurie A. Sirois, Grants & Contracts Administrator, Rhode Island Airport Corporation, 3rd Floor, 2000 Post Road, Warwick, RI 02886. 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.

Firm Name _____

Contact _____

Signature _____ Title _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Taxpayer I.D. Number _____

Company Web Site Address _____ E-Mail _____

General Nature Of Business _____

Type or Organization (check one):

Sole Proprietorship _____ Partnership _____ Incorporated _____ Public Corporation _____
Private Corporation _____

Minority Business Enterprise _____ Woman-Owned Business Enterprise _____
Small Business Enterprise _____

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

Number Of Locations _____ Number Of Persons Employed _____

We Acknowledge Receipt Of These Addenda: No. _____, Dated _____; No. _____, Dated _____

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.

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

1. Any additional information necessary to assist RIAC in evaluating your bid may be listed here.

2. Provide references from at least (3) companies, which have received the proposed or similar services.

a. Name of Facility, Group, Organization or Firm _____
Address _____ Contact Person _____
Phone Number _____

b. Name of Facility, Group, Organization or Firm _____
Address _____ Contact Person _____
Phone Number _____

c. Name of Facility, Group, Organization or Firm _____
Address _____ Contact Person _____
Phone Number _____

3. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.

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

4. Pricing Information (please print clearly)

a. Total Cost of Tow Behind Airless Paint Machine: \$ _____
(Amount in Numbers)

_____ (Amount in Words)

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

City, State, Zip

Date

Printed Name

Title

Telephone/Fax /

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. Prices offered may not be withdrawn for a period of ninety days immediately following the opening of this Bid. 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.
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. 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.
9. 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.
10. 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.
11. 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.

12. Payment of the seller's invoices is subject to adjustment.
13. 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.
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.

20. 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.
21. 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 can not 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.
22. 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.
23. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. 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); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.)
24. 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.
25. 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).
26. 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.