



BID/PROPOSAL

COMMODITY: BUTTERFIELD FLOOR RENOVATION DATE: 5/27/2016

FORMAL BID NO. _____ PUBLIC BID NO. 100253 RFP NO. _____

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 6/16/2016 TIME: 3:00 PM

BUYER: RYAN PINCINCE/ky SURETY REQUIRED: YES: _____ NO: X

PRE-BID/PROPOSAL CONFERENCE: DATE: 6/3/2016 TIME: 10:00 AM
MANDATORY: YES: _____ NO: X

LOCATION: PURCHASING CONFERENCE ROOM, 10 TOOTELL ROAD, SUITE 3 KINGSTON, RI 02881

**BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.**

COMPANY NAME: _____ FEIN: _____

STREET AND NUMBER: _____

CITY, STATE & ZIP CODE: _____

ORDERING E-MAIL ADDRESS: _____

**No offer will be considered that is not accompanied by the attached
University of Rhode Island Bidder Certification Form/Contract Offer
completed and signed by the offeror.**

Print Name and Title

Telephone Number/Facsimile Number

Signature

Date

Company F.E.I.N.

THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

University of Rhode Island Bidder Certification Form

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

Rules for Submitting Offers

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

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

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

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will 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 University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

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

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

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

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov, Solicitation Opportunities +, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

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

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

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

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

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS; GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.ribghe.org/procurementregs113006.pdf and www.purchasing.ri.gov.

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

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

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

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

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

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

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

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

Indicate Yes (Y) or No (N):

___1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

___6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

___7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

___8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website (www.ribghe.org/procurementregs113006.pdf) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

___11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___13 I/we certify that the above information is correct and complete.

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

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

Vendor's Signature: _____ Bid Number: _____ Date: _____
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number _____

COMMODITY: BUTTERFIELD FLOOR RENOVATION
 OPENING DATE & TIME: 6/16/16 AT 3:00 PM

SHIP TO:
 URI DINING SERVICES
 Food Distribution Center
 10 Tooltell Rd
 Kingston, RI 02881

BIDDER (NAME OF FIRM) | BIDDER (NAME OF FIRM)

 BID NO: 100253 | BID NO: 100253

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	UNIT PRICE	ITEM NO.
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INSTRUCTIONS:

IF BIDDING ON ANY ITEM, THE ENTIRE BID MUST BE RETURNED. THE PRICE COLUMN ON THE RIGHT WILL BE DETACHED TO CREATE A BID TABULATION SPREAD SHEET FOR THE "OFFICIAL BID ANALYSIS", THEREFORE:

- A. VENDOR NAME MUST APPEAR IN BOTH COLUMNS ON "EVERY" PAGE UNDER THE WORDS "BIDDER"
- B. PRICE COLUMNS MUST CONTAIN "EXACTLY" THE SAME INFORMATION.
- C. ANY SUPPLEMENTARY INFORMATION MUST BE REPEATED IN "BOTH" COLUMNS.
- D. TO ASSURE THAT OFFERS ARE CONSIDERED ON TIME, EACH OFFER MUST BE SUBMITTED WITH SPECIFIC BID/RFP NUMBER (PROVIDED ABOVE), DATE AND TIME OF OPENING MARKED IN THE UPPER LEFT HAND CORNER OF ENVELOPE. EACH BID/OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES:

MAIL TO: UNIVERSITY OF RHODE ISLAND P.O. BOX 1773 PURCHASING DEPARTMENT KINGSTON, RI 02881	COURIER: UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT DINING SERVICES DISTRIBUTION CENTER 10 TOOTELL ROAD KINGSTON, RI 02881-2010
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DOCUMENTS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE NOT PRESENT IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT AT THE TIME OF OPENING FOR WHATEVER CAUSE WILL BE DEEMED TO BE LATE AND WILL NOT BE CONSIDERED. FOR THE PURPOSE OF THIS REQUIREMENT, THE OFFICIAL TIME AND DATE SHALL BE THAT OF THE TIME CLOCK IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT. POSTMARKS SHALL NOT BE CONSIDERED PROOF OF TIMELY SUBMISSION.

FAILURE TO COMPLETE FORM AS INSTRUCTED MAY BE GROUNDS FOR "DISQUALIFICATION".

GROUP PURCHASING ORGANIZATIONS (GPO):
 THE UNIVERSITY OF RHODE ISLAND IS A MEMBER OF THE FOLLOWING:

- 1) Educational & Institutional Cooperative Purchasing (E&I)
- 2) Provista

DO NOT ATTACH QUOTES. QUOTATIONS SUBMITTED WITH BID RESPONSES WILL NOT BE CONSIDERED. ALL BID RESPONSES ARE IN ACCORDANCE WITH THE ATTACHED BID SPECIFICATIONS AND THE BOARD OF GOVERNORS FOR HIGHER EDUCATION PROCUREMENT REGULATIONS:
 - <http://www.rtbghfe.org/procurementregs113006.pdf>

1	Butterfield Dining Hall Kitchen Floor Renovation approx. 3400 sq ft. (See attached, area shaded) with 4" cove base	1	TOT \$	\$	1
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COMMODITY: BUTTERFIELD FLOOR RENOVATION
 OPENING DATE & TIME: 6/16/16 AT 3:00 PM

SHIP TO:
 URI DINING SERVICES
 Food Distribution Center
 10 Tootell Rd
 Kingston, RI 02881

BIDDER (NAME OF FIRM) | BIDDER (NAME OF FIRM)
 BID NO: 100253 | BID NO: 100253

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	UNIT PRICE	ITEM NO.
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A NON-MANDATORY PRE-BID MEETING WILL BE HELD ON 6/3/16 AT 10:00 AM
 LOCATION: Purchasing Conference Room, 10 Tootell Rd, Kingston, RI 02881

Per the attached specifications

Special Instructions:

Bidders should submit documentation with their bid that shows:

1. Manufacturer has a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
2. Applicator has experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.

URI will move all equipment.

URI will disconnect and reconnect power to existing equipment as required to prepare and install new flooring.

Work must be started no earlier than 7/5/16 and be completed by 7/22/16 due to summer conferences.

BONDS

NO SURETY BOND IS REQUIRED TO BE SUBMITTED WITH THIS BID.

IF THE SUBMITTED BID EQUALS OR EXCEEDS \$50,000.00, UPON NOTICE OF TENTATIVE AWARD, THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO PROVIDE A PERFORMANCE AND LABOR AND PAYMENT BOND IN THE AMOUNT OF NOT LESS THAN 100% OF THE TOTAL BID PRICE BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF RHODE ISLAND. THE BID AMOUNT MUST INCLUDE THE COST OF THE BOND.

IF THE SUBMITTED BID IS LESS THAN \$50,000.00, NO PERFORMANCE AND LABOR AND PAYMENT BOND WILL BE REQUIRED.

INSURANCE

IN ACCORDANCE WITH THE BOARD OF GOVERNORS (BOG) FOR HIGHER EDUCATION GENERAL CONDITIONS OF PURCHASE, INSURANCE CERTIFICATES ARE REQUIRED FOR WORKERS COMPENSATION, GENERAL LIABILITY, PROPERTY DAMAGE AND AUTO INSURANCE. UPON NOTICE OF TENTATIVE AWARD, THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO SUBMIT THE ABOVE NAMING THE RHODE ISLAND BOARD OF EDUCATION, THE UNIVERSITY OF RHODE ISLAND, AND THE STATE OF RHODE ISLAND AS ADDITIONAL INSURED, BY A FIRM AUTHORIZED TO DO BUSINESS IN THE STATE OF RHODE ISLAND.

COMMODITY: BUTTERFIELD FLOOR RENOVATION
 OPENING DATE & TIME: 6/16/16 AT 3:00 PM

SHIP TO:
 URI DINING SERVICES
 Food Distribution Center
 10 Tootell Rd
 Kingston, RI 02881

BIDDER (NAME OF FIRM) | BIDDER (NAME OF FIRM)

BID NO: 100253 | BID NO: 100253

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	UNIT PRICE	ITEM NO.
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MEASUREMENTS

BIDDERS ARE RESPONSIBLE FOR INSPECTION OF EQUIPMENT AND/OR LOCATION, TAKING MEASUREMENTS WHEN REQUIRED AND MAKING THEMSELVES AWARE OF THE TOTAL REQUIREMENTS BEFORE SUBMITTING A BID. MEASUREMENTS PROVIDED WITH THE BID ARE FOR REFERENCE PURPOSES AND ARE NOT GUARANTEED TO BE COMPLETELY ACCURATE.

MSDS

NOTICE TO VENDOR: RHODE ISLAND LAW REQUIRES THAT AN MSDS BE PROVIDED FOR EACH PRODUCT CONTAINING HAZARDOUS CHEMICALS AS DEFINED BY OSHA AND RHODE ISLAND REGULATIONS. PLEASE INCLUDE A COPY WITH EACH SHIPMENT AND SEND AN ADDITIONAL COPY TO THE DIRECTOR, DEPARTMENT OF PUBLIC SAFETY, 177 PLAINS ROAD, KINGSTON, RI 02881

SECTION 09 67 26 -- EPOXY QUARTZ FLOORING

PART I - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Epoxy quartz flooring system as shown on the drawings.

1.3 SYSTEM DESCRIPTION

- A. The work shall consist of preparation of the substrate, the furnishing and application of an epoxy based multi roller applied flooring system with colored quartz aggregate and urethane topcoat. The system shall have the color and texture to match existing dish room quartz flooring with a nominal thickness of 1/8 inch. It shall be applied to the prepared area(s) as defined in the plans strictly in accordance with the Manufacturer's recommendations.
- B. Cove base (4" min.) to be applied where noted on plans and per manufacturers standard details.

1.4 SUBMITTALS

- A. Product Data: Latest edition of Manufacturer's literature including performance data and installation procedures.
- B. Manufacturer's Material Safety Data Sheet (MSDS) for each product being used.
- C. Manufacturer's standard color chart, identifying color and texture to match the existing dish room quartz flooring.

1.5 QUALITY ASSURANCE

- A. The Manufacturer shall have a minimum of 10 years experience in the production, sales, and technical support of epoxy and urethane industrial flooring and related materials.
- B. The Applicator shall have experience in installation of the flooring system as confirmed by the manufacturer in all phases of surface preparation and application of the product specified.
- C. No requests for substitutions shall be considered that would change the generic type of the specified System.
- D. System shall be in compliance with requirements of United States Department of Agriculture (USDA), Food, Drug Administration (FDA), and local Health Department.
- E. A pre-installation conference shall be held between Applicator and the Owner to review and clarification of this specification, application procedure, quality control, inspection and acceptance criteria and production schedule.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Packing and Shipping
 - 1. All components of the system shall be delivered to the site in the Manufacturer's packaging, clearly identified with the product type and batch number.
- B. Storage and Protection
 - 1. The Applicator shall be provided with a designated storage area for materials. The area shall be between 60 F and 90 F, dry, out of direct sunlight and in accordance with the Manufacturer's recommendations and relevant health and safety regulations.
 - 2. Copies of Material Safety Data Sheets (MSDS) for all components shall be kept on site for review by the Owner or other personnel.
- C. Waste Disposal

1. The Applicator shall be provided with adequate disposal facilities for non-hazardous waste generated during installation of the system. All other waste requiring special provisions for disposal will be the responsibility of the Applicator in accordance with all local and State regulations.

1.7 PROJECT CONDITIONS

A. Site Requirements

1. Work must start no earlier than July 5, 2016 and be completed by July 22, 2016.
2. Application may proceed while air, material and substrate temperatures are between 60 F and 90 F providing the substrate temperature is above the dew point. Outside of this range, the Manufacturer shall be consulted.
3. The relative humidity in the specific location of the application shall be less than 85 % and the surface temperature shall be at least 5 F above the dew point.
3. The Applicator shall ensure that adequate ventilation is available for the work area.
4. The Applicator shall be supplied with adequate lighting equal to the final lighting level during the preparation and installation of the system.
5. The Owner shall be responsible for disconnection, removal and storage of all kitchen equipment, appliances and food products within the work area.
6. The Owner shall be responsible for reconnection, testing of all kitchen equipment and appliances upon completion of flooring installation.
7. The Applicator shall be responsible to protect all openings to adjoining spaces for migration of dust.
8. The Applicator shall be responsible to protect all adjacent areas, surfaces and existing Owner's property.

B. Safety Requirements

1. All open flames and spark-producing equipment shall be removed from the work area prior to commencement of application.
2. "No Smoking" signs shall be posted at the entrances to the work area.
3. The Owner shall be responsible for the removal of food products from the work area.
4. Non-related personnel in the work area shall be kept to a minimum.
5. Fire protection system impairment request should be submitted if the work is deemed necessary. (i.e. excessive dust during floor preparation may impact smoke detectors.)

1.8 WARRANTY

- A. Manufacturer's warranty covering the resinous flooring against defects in materials for one year from date of installation.
- B. Applicator shall perform per manufacturer's installation procedures and recommendations and warrant the installation for one year from date of installation.

PART 2 - PRODUCTS

2.1 FLOORING

- A. Epoxy-Based seamless flooring system. (Basis of Design: Dur-A-Flex, Inc, Dur-A-Quartz Q28-color 37 or approved equal)
 1. System Materials:
 - a. Bonding coat; resin and hardener.
 - b. Primer; resin and hardener.
 - c. Broadcast Coats: resin and hardener.
 - d. The quartz aggregate shall be fine multi-colored quartz aggregate.
 - e. Grout Coat: resin and Water Clear hardener.
 - f. Topcoat: resin, hardener and grit.

2.2 MANUFACTURER

- A. Basis of Design: Dur-A-Flex, Inc., 95 Goodwin Street, East Hartford, CT 06108, Phone: (860) 528-9838, Fax: (860) 528-2802
- B. Manufacturer of Approved System shall be single source and made in the USA.

2.3 PRODUCT REQUIREMENTS

<p>A. Primer</p> <ol style="list-style-type: none"> 1. Percent Solids 2. VOC 3. Bond Strength to Concrete ASTM D 4541 4. Hardness, ASTM D 3363 5. Elongation, ASTM D 2370 6. Flexibility (1/4: Cylindrical mandrel), ASTM D 1737 Pass 7. Impact Resistance, MIL D-2794 6. Abrasion Resistance ASTM D 4060, CS 17 wheel, 1,000 g Load 	<p>Dur-A-Glaze #4 WB or Approved Equal</p> <p>56 % 2 g/L 550 psi, substrates fails 3H 9 % >160 30 mg loss</p>
<p>B. Broadcast, and Grout Coat</p> <ol style="list-style-type: none"> 1. Percent Solids 2. VOC 3. Compressive Strength, ASTM D 695 4. Tensile Strength, ASTM D 638 5. Flexural Strength, ASTM D 790 6. Abrasion Resistance, ASTM D 4060 C-10 Wheel, 1,000 gm load, 1,000 cycles 7. Flame Spread/NFPA-101, ASTM E 84 8. Impact Resistance MIL D-24613 9. Water Absorption, MIL D-24613 10. Potlife @ 70 F 	<p>Dur-A-Glaze #4 or Approved Equal</p> <p>100 % 3.8 g/L, 17,500 psi 2,100 psi 5,100 psi 29 mg loss Class A 0.0007 inches, no cracking or delamination Nil 20 minutes</p>
<p>C. Topcoat</p> <ol style="list-style-type: none"> 1. Percent Solids 2. VOC 3. Tensile Strength, ASTM D 2370 4. Adhesion, ASTM 4541 5. Hardness, ASTM D 3363 6. 60" Gloss ASTM D 523 7. Abrasion Resistance, ASTM D4060 CS 17 wheel (1,000 g load) 1,000 cycles 8. Pot Life, 70 F, 50% RH 9. Full Chemical Resistance 	<p>Armor Top or Approved Equal</p> <p>95 % 0 g/L 7,000 psi Substrate Failure 4H 70 Gloss Satin 4 8 mg loss with grit 10 12 mg loss without grit 2 Hours 7 days</p>

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas and conditions for compliance with requirements for maximum moisture content, installation tolerances and other conditions affecting flooring performance.
 - 1. Verify that substrates and conditions are satisfactory for flooring installation and comply with requirements specified.

3.2 PREPARATION

- A. General
 - 1. Existing surfaces shall be free of oil, grease, curing compounds, loose particles, moss, algae growth, laitance, friable matter, dirt, and bituminous products. Clean and degrease existing floor with manufacturer's recommended cleaner/degreaser.

2. Moisture Testing: Perform tests recommended by manufacturer.
3. There shall be no visible moisture present on the surface at the time of application of the system.
4. Mechanical surface preparation
 - a. Mechanically abrade with a floor sanding machine or a steel shot blast machine to totally remove gloss from existing epoxy coating.
 - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
 - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
 - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
5. At spalled or worn areas, mechanically remove loose or delaminated floor substrate and patch per manufacturer's recommendations.
6. Vacuum clean and "Tack rag" area to remove dust and to soften surface per manufacturer's recommendations.
7. Apply manufacturer's recommended clear bonding coat to existing epoxy flooring after proper surface preparation.

3.3 APPLICATION

A. General

1. The system shall be applied in seven distinct steps as listed below:
 - a. Substrate preparation
 - a. Priming
 - b. First broadcast coat application with first aggregate broadcast
 - c. Second broadcast coat with second aggregate broadcast
 - d. Grout coat application, sand floor (if required)
 - e. First topcoat application
 - f. Second topcoat application
2. Immediately prior to the application of any component of the system, the surface shall be dry and any remaining dust or loose particles shall be removed using a vacuum or clean, dry, oil-free compressed air.
3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
4. The system shall follow the contour of the substrate.
5. A neat finish with well-defined boundaries and straight edges shall be provided by the Applicator.

B. Primer

1. The primer shall consist of a liquid resin and hardener that is mixed at the ratio of 1 part resin to 4 parts hardener per the manufacturer's instructions.
2. The primer shall be applied by 1/8 inch notched squeegee and back rolled at the rate of 200 sf/gal to yield a dry film thickness of 4 mils.

C. Broadcast Coat

1. The broadcast coat shall be applied as a double broadcast system as specified by the Architect.
2. The broadcast coat shall be comprised of two components, a resin, and hardener as supplied by the Manufacturer and mixed in the ratio of 2 parts resin to 1 part hardener.
3. The resin shall be added to the hardener and thoroughly mixed by suitably approved mechanical means.
4. The broadcast coat shall be applied over horizontal surfaces using "v" notched squeegee and back rolled at the rate of 90-100 sf/gal.
5. Colored quartz aggregate shall be broadcast to excess into the wet material at the rate of 0.5 lbs/sf.
6. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.
7. Apply a second coat of resin with a coverage rate of 90 sf/gal and broadcast aggregate to excess at the rate of 0.5 lbs/sf.
8. Allow material to fully cure. Vacuum, sweep and/or blow to remove all loose aggregate.

D. Grout Coat

1. The grout coat shall be comprised of liquid components, combined at a ratio of 2 parts resin to 1 part

2. The grout coat shall be squeegee applied with a coverage rate of 90 sf/gal hardener by volume and shall be thoroughly blended by mechanical means such as a high speed paddle mixer.
 3. The grout coat will be back rolled and cross rolled to provide a uniform texture and finish.
- E. Topcoat
1. The topcoat shall be roller applied at the rate of 500 sf/gal to yield a dry film thickness of 3 mils.
 2. The topcoat shall be comprised of a liquid resin, hardener and grit that is mixed per the manufacturer's instructions.
 3. The finish floor will have a nominal thickness of 1/8 inch.

3.4 FIELD QUALITY CONTROL

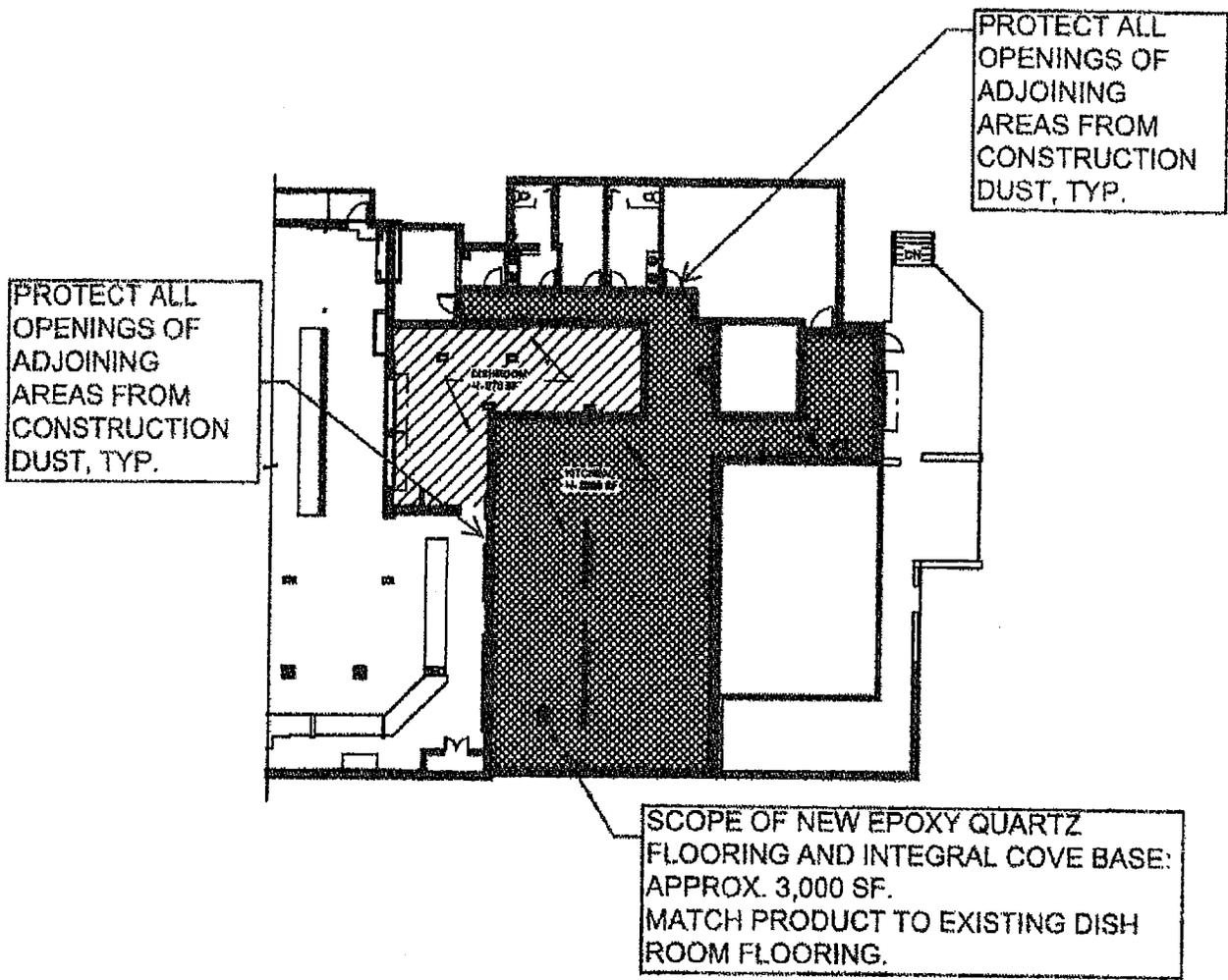
A. Tests, Inspection

1. The following tests shall be conducted by the Applicator:
 - a. Temperature
 1. Air, substrate temperatures and, if applicable, dew point.
 - b. Coverage Rates
 1. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

3.5 CLEANING AND PROTECTION

- A. Cure flooring material in compliance with manufacturer's directions, taking care to prevent their contamination during stages of application and prior to completion of the curing process.
- B. Remove masking. Perform detail cleaning at floor termination, to leave cleanable surface.
- C. Properly dispose of all debris and waste.

END OF SECTION



PARTIAL PLAN - EXISTING KITCHEN

NOT TO SCALE

THE UNIVERSITY OF RHODE ISLAND
 1 Butterfield Road, Kingston, RI
BUTTERFIELD DINING HALL - KITCHEN FLOORING

THE
UNIVERSITY
OF RHODE ISLAND

DIVISION OF
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REVISED 12/12/13

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of the bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 3210_01-08-2014_OceanStateCompanyInc.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information (all available from the Bidder Cover Page): (1) title of solicitation; (2) name of bidder (3) bid number and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the "Access to Public Records Act," R.I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 372-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 accessible at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

STATE CONTRACT ADDENDUM
RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING
PREVAILING WAGE REQUIREMENTS
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm.poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any subcontractors and their assignees for prevailing wage work performed pursuant to this contract;
6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;

7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and
13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: _____

Title: _____

Subscribed and sworn before me this ____ day of _____, 20__.

Notary Public
My commission expires: _____

APPENDIX A

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished – Withholding of sums due. – A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

– (a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.