



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 CAPITOL HILL
 PROVIDENCE RI 02908

BUYER: Mcintyre, Nancy R
 PHONE #: 401-222-2142

CREATION DATE : 08-DEC-06
 BID NUMBER: 7002832
 TITLE: SNOW PLOWING/SANDING/REMOVAL -
 NEWPORT LOCATIONS
 BLANKET START : 18-DEC-06
 BLANKET END : 31-AUG-07
 BID CLOSING DATE AND TIME:
 15-DEC-2006 11:15:00

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**MASTER PRICE AGREEMENT
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 SEE BELOW
 RELEASE AGAINST, RI MPA
 US**

Requisition Number:

| Line | Description | Quantity | Unit | Unit Price | Total |
|------|--|----------|------|------------|-------|
| | 12/18/06 - 8/31/07 MASTER PRICE AGREEMENT #159 ***** NOTICE TO AWARDED VENDORS ***** ATTACHMENT B, V1, ENCLOSED WITH BID DOCUMENTS IS STRICTLY ENFORCED. VENDORS MUST SUBMIT EACH INVOICE TO AGENCY WITHIN 48 HOURS OF COMPLETION. NO EXCEPTIONS ***** JUDICIAL: ALL PUBLIC ACCESS AREA WALKWAYS, SIDEWALKS, STAIRS, AND PARKING LOTS MUST BE CLEARED PRIOR TO 7:30 AM. THE ENTIRE WIDTH OF SIDEWALKS MUST BE CLEARED AROUND THE BUILDINGS. AUTOMATIC SNOW REMOVAL FROM ANY AREA THAT PREVENTS ACCESS TO SALLY PORT OR REDUCES ACCESS TO SALLY PORT. PLOWING TO BE AUTOMATIC WHEN DEPTH REACHES 3 INCHES. SANDING/SALTING PER AGENCY REQUEST. REMOVAL OF SNOW PER AGENCY REQUEST. | | | | |

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer



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| | NOTE: SAND/SALT COMBINATION WILL BE REQUIRED IN ALL PARKING LOTS AND WILL BE MONITORED BY THE AGENCY. FOR ALL SIDEWALKS AND WALKWAYS VENDOR WILL BE RESPONSIBLE TO PROVIDE AND EVENLY APPLY 90-92% PELLETIZED CALCIUM CHLORIDE ONLY (NO SAND/SALT COMBINATION). VENDOR TO CHECK WITH BUILDING SUPERINTENDENT PRIOR TO LEAVING. CONTACT PERSON: STEVE KERR (401) 222-6700 NEWPORT COURTHOUSE - SIDEWALKS & STEPS & HANDICAP RAMP BUILDING SUPERINTENDENT: TONY CABRAL PAGER: 401-544-8967 | | | | |
| 1 | MPA-159 NEWPORT COURTHOUSE SNOW PLOWING 3-6" - PLOWING PER STORM | | Each | | |
| 2 | MPA-159 NEWPORT COURTHOUSE SNOW PLOWING 7-9" - PLOWING PER STORM | | Each | | |
| 3 | MPA-159 NEWPORT COURTHOUSE SNOW PLOWING 10-12" - PLOWING PER STORM | | Each | | |
| 4 | MPA-159 NEWPORT COURTHOUSE SNOW PLOWING OVER 12" - PLOWING PER STORM | | Each | | |
| 5 | MPA-159 NEWPORT COURTHOUSE SNOW PLOWING SANDING/SALTING - PER APPLICATION | | Each | | |
| 6 | MPA-159 NEWPORT COURTHOUSE SNOW PLOWING CALCIUM CHLORIDE - PER APPLICATION | | Each | | |
| 7 | MPA-159 OLD COLONY HOUSE - NEWPORT SNOW PLOWING 3-6" - PLOWING PER STORM | | Each | | |

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Requisition Number:

| Line | Description | Quantity | Unit | Unit Price | Total |
|------|---|----------|------|------------|-------|
| | OLD COLONY 45 WASHINGTON SQUARE NEWPORT, RI 02840 CONTACT PERSON: DEPARTMENT OF ADMINISTRATION CENTRAL SERVICE & PROPERTY MANAGEMENT NORMAN TREMBLAY 401-222-6238 OR JOE CASALI 401-222-6234 | | | | |
| 8 | MPA-159 OLD COLONY HOUSE - NEWPORT SNOW PLOWING 7-9" - PLOWING PER STORM | | Each | | |
| 9 | MPA-159 OLD COLONY HOUSE - NEWPORT 10-12" - PLOWING PER STORM | | Each | | |
| 10 | MPA-159 OLD COLONY HOUSE - NEWPORT SNOW PLOWING OVER 12" - PLOWING PER STORM | | Each | | |
| 11 | MPA-159 OLD COLONY HOUSE - NEWPORT SNOW PLOWING SANDING/SALTING - PER APPLICATION | | Each | | |

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SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

VENDOR'S INVOICE SHALL REFLECT ONLY THE ACTUAL AREAS COMPLETED. SANDING/SALTING MUST BE THOROUGH AND COMPLETE. EVEN DISTRIBUTION OF THE MIX OVER THE ENTIRE SURFACE OF AN AREA IS REQUIRED. HIT OR MISS APPLICATIONS WILL NOT BE ALLOWED.

1. UNSATISFACTORY WORK, WHETHER IT BE PLOWING, SANDING OR REMOVAL WILL REQUIRE IMMEDIATE RETURN OF VENDOR TO CORRECT THE SITUATION, AT NO ADDITIONAL CHARGE TO THE STATE.

VENDOR MUST NOTIFY AGENCY ADMINISTRATION IF ANY AREA IS IN ACCESSIBLE.

2. ANY REQUEST FOR SANDING OR SALTING MEANS A MIXTURE OF SAND & SALT. MINIMUM SAND/SALT MIXTURE IS THREE (3) PARTS SAND TO ONE (1) PART SALT, UNLESS OTHERWISE STATED IN THIS AGREEMENT FOR A SPECIFIC LOCATION.

3. VENDOR MUST SUBMIT EACH INVOICE TO AGENCY WITHIN 48 HOURS OF COMPLETION AND MUST INDICATE DATE OF SERVICE AND SNOWFALL ACCUMULATION ON INVOICE FOR AGENCY VERIFICATION. IT IS IMPERATIVE THAT THIS PROCEDURE BE FOLLOWED. ANY DIFFERENCES THAT ARISE BETWEEN VENDOR INVOICES AND AGENCY INFORMATION CAN BE RESOLVED MORE EASILY WHEN INVOICES ARE SENT ON A TIMELY BASIS.

4. QUARTERLY REPORTS: VENDOR WILL SUBMIT IN WRITING TO THE PURCHASING DIVISION QUARTERLY REPORTS SHOWING BID NUMBER AND BILLING VOLUME, IN TOTAL, BY MONTH FOR THE STATE AGENCIES. FAILURE TO SUBMIT SUCH REPORTS SHALL BE CONSIDERED TO BE A BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THE RESULTANT AGREEMENT(S), AND SUFFICIENT CAUSE FOR TERMINATION OF THE AGREEMENT, AND ALL OTHER OUTSTANDING AGREEMENTS, PURCHASE ORDERS, AND CONTRACTS, AND SUSPENSION FROM PARTICIPATION IN ALL STATE PROCUREMENTS FOR A PERIOD OF UP TO TWO (2) YEARS, AT THE DISCRETION OF THE STATE'S PURCHASING AGENT.

REPORTS SHOULD BE FORWARDED TO THE BUYER AT THE DIVISION OF PURCHASES, ONE CAPITOL HILL, PROVIDENCE, RI 02908.

5. PLOWING REFERS TO THE CLEARING OF A LOCATION BY MOVEMENT AND/OR PILING OF SNOW AT THE SAME LOCATION.

REMOVAL FROM PREMISES REFERS TO THE LOADING OF PLOWED SNOW ONTO TRUCKS AND DUMPING AT ANOTHER LOCATION. ANY VENDOR AWARDED REMOVAL ITEMS MUST HAVE ALL EQUIPMENT AND PERSONNEL NECESSARY.

FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DISQUALIFICATION OR NON-PAYMENT AND POSSIBLE CANCELLATION OF CONTRACT AFTER AWARD.

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

BID INSTRUCTIONS/SPECIFICATIONS

SNOW PLOWING, SANDING & REMOVAL

ATTACHMENT "B"

MPA #159

I. INSURANCE – ALL CONSTRUCTION CONTRACTORS, INDEPENDENT TRADESMEN, OR FIRMS PROVIDING ANY TYPE OF MAINTENANCE, REPAIR OR OTHER TYPE OF SERVICE TO BE PERFORMED ON STATE PREMISES, BUILDINGS, OR GROUNDS ARE REQUIRED TO PURCHASE AND MAINTAIN COVERAGE WITH COMPANY OR COMPANIES LICENSED TO DO BUSINESS IN THE STATE AS FOLLOWS:

A. COMPREHENSIVE GENERAL LIABILITY INSURANCE

1) **BODILY INJURY** **\$1,000,000 EACH OCCURANCE**
\$1,000,000 ANNUAL AGGREGATE.

2) **PROPERTY DAMAGE** **\$500,000 EACH OCCURANCE**
\$500,000 ANNUAL AGGREGATE

- **INDEPENDENT CONTRACTORS**
- **CONTRACTUAL – INCLUDING CONSTRUCTION HOLD HARMLESS AND OTHER TYPES OF CONTRACTS OR AGREEMENTS IN EFFECT FOR INSURED OPERATIONS**
- **PERSONAL INJURY (WITH EMPLOYEE EXCLUSION DELETED)**

B. AUTOMOBILE LIABILITY INSURANCE

COMBINED SINGLE LIMIT \$1,000,000 EACH OCCURANCE

- **BODILY INJURY**
- **PROPERTY DAMAGE AND IN ADDITION NON-OWNED AND OR HIRED VEHICLES AND EQUIPMENT**

C. WORKERS' COMPENSATION INSURANCE

COVERAGE B \$100,000

THE PURCHASING AGENT RESERVES THE RIGHT TO CONSIDER AND ACCEPT ALTERNATE FORMS AND PLANS OF INSURANCE OR TO REQUIRE ADDITIONAL OR MORE EXTENSIVE COVERAGE FOR ANY INDIVIDUAL REQUIREMENT. SUCCESSFUL BIDDERS SHALL PROVIDE CERTIFICATES OF COVERAGE, REFLECTING THE STATE OF RHODE ISLAND AS AN ADDITIONAL INSURED, TO THE OFFICE OF PURCHASES, FORTY-EIGHT (48) HOURS PRIOR TO THE COMMENCEMENT OF WORK, AS A CONDITION OF AWARD. FAILURE TO COMPLY WITH THIS PROVISION SHALL RESULT IN REJECTION OF THE OFFEROR'S BID.

II. BIDDERS ARE RESPONSIBLE FOR INSPECTION OF LOCATIONS, TAKING MEASUREMENTS WHEN REQUIRED, AND MAKING THEMSELVES AWARE OF THE TOTAL REQUIREMENT BEFORE SUBMITTING A BID. MEASUREMENTS PROVIDED WITH ANY BID ARE FOR REFERENCE PURPOSES AND ARE NOT GUARANTEED TO BE COMPLETELY ACCURATE.

BID INSTRUCTIONS / SPECIFICATIONS

ATTACHMENT "B"

MPA #159

- III. **ALL PLOWING MUST BE COMPLETED BY 7:30 AM**, UNLESS INDICATED OTHERWISE FOR A SPECIFIC LOCATION. STORMS OCCURRING DURING THE WORK DAY WILL REQUIRE PLOWING WHEN THE STORM ENDS OR BY 7:30 AM THE NEXT DAY, WHICHEVER OCCURS FIRST. IF BUILDING OPERATES MORE THAN ONE SHIFT, CONTACT PERSON WILL DECIDE PLOWING SCHEDULE, IF NEEDED.

EACH AREA MUST BE EXAMINED BY AN AUTHORIZED AGENCY REPRESENTATIVE UPON COMPLETION.

VENDOR'S INVOICE SHALL REFLECT ONLY THE ACTUAL AREAS COMPLETED.

VENDOR MUST NOTIFY AGENCY ADMINISTRATION IF ANY AREA IS INACCESSIBLE.

- IV. ANY REQUEST FOR SANDING OR SALTING MEANS A MIXTURE OF SAND & SALT. MINIMUM SAND/SALT MIXTURE IS THREE (3) PARTS SAND TO ONE (1) PART SALT.

SANDING/SALTING MUST BE THOROUGH AND COMPLETE. EVEN DISTRIBUTION OF THE MIX OVER THE ENTIRE SURFACE OF AN AREA IS REQUIRED. HIT OR MISS APPLICATIONS WILL NOT BE ALLOWED.

- V. UNSATISFACTORY WORK, WHETHER IT BE PLOWING, SANDING OR REMOVAL WILL REQUIRE IMMEDIATE RETURN OF VENDOR TO CORRECT THE SITUATION, AT NO ADDITIONAL CHARGE TO THE STATE.

- VI. **VENDOR MUST SUBMIT EACH INVOICE TO AGENCY WITHIN 48 HOURS OF COMPLETION AND MUST INDICATE DATE OF SERVICE AND SNOWFALL ACCUMULATION ON INVOICE FOR AGENCY VERIFICATION. IT IS IMPERATIVE THAT THIS PROCEDURE BE FOLLOWED. ANY DIFFERENCES THAT ARISE BETWEEN VENDOR INVOICES AND AGENCY INFORMATION CAN BE RESOLVED MORE EASLILY WHEN INVOICES ARE SENT ON A TIMELY BASIS.**

- VII. **QUARTERLY REPORTS:** SUCCESSFUL BIDDER WILL SUBMIT IN WRITING TO THE PURCHASING DIVISION QUARTERLY REPORTS SHOWING BID NUMBER AND BILLING VOLUME, IN TOTAL, BY MONTH FOR THE STATE AGENCIES. FAILURE TO SUBMIT SUCH REPORTS SHALL BE CONSIDERED TO BE A BREACH OF THE CONTRACTOR'S OBLIGATIONS UNDER THE RESULTANT AGREEMENT(S), AND SUFFICIENT CAUSE FOR TERMINATION OF THE AGREEMENT, AND ALL OTHER OUTSTANDING AGREEMENTS, PURCHASE ORDERS, AND CONTRACTS, AND SUSPENSION FROM PARTICIPATION IN ALL STATE PROCUREMENTS FOR A PERIOD OF UP TO TWO (2) YEARS, AT THE DISCRETION OF THE STATE'S PURCHASING AGENT. REPORTS SHOULD BE FORWARDED TO THE BUYER AT THE OFFICE OF PURCHASES, ONE CAPITOL HILL, PROVIDENCE, RI 02908.

BID INSTRUCTIONS/SPECIFICATIONS

SNOW PLOWING, SANDING & REMOVAL

ATTACHMENT "B"

MPA #159

VIII. PLOWING REFERS TO THE CLEARING OF A LOCATION BY MOVEMENT AND/OR PILING OF SNOW AT THAT SAME LOCATION.

REMOVAL OF SNOW FROM PREMISES REFERS TO THE LOADING OF PLOWED SNOW ONTO TRUCKS AND DUMPING AT ANOTHER LOCATION. ANY VENDOR BIDDING REMOVAL ITEMS MUST HAVE ALL EQUIPMENT AND PERSONNEL NECESSARY AND MUST BE SURE TO LIST THAT EQUIPMENT ON THE "EQUIPMENT INFORMATION" SHEET ALONG WITH THE EQUIPMENT THEY USE FOR PLOWING.

FAILURE TO FOLLOW THESE INSTRUCTIONS MAY RESULT IN DISQUALIFICATION OF BID PRIOR TO AWARD OR NON-PAYMENT AND POSSIBLE CANCELLATION OF CONTRACT AFTER AWARD.

SOLICITATION INFORMATION

MPA #159

DETERMINATION OF "WEIGHTED" RESPONSES

| | | | | | |
|----|-------------------------------|-------------------|--------|-------|----|
| 1 | | | | | 1 |
| 1A | 3 TO 6 INCHES | PLOWING PER STORM | \$100* | \$100 | 1A |
| 1B | 7 TO 9 INCHES | PLOWING PER STORM | 150 | 150 | 1B |
| 1C | 10 TO 12 INCHES | PLOWING PER STORM | 200 | 200 | 1C |
| 1D | OVER 12 INCHES | PLOWING PER STORM | 300 | 300 | 1D |
| 1E | SANDING/SALTING | PER APPLICATION | 75 | 75 | 1E |
| 1F | REMOVAL OF SNOW FROM PREMISES | PER HOUR | 65 | 65 | 1F |

*DOLLAR AMOUNTS ARE FOR ILLUSTRATION ONLY

$S100 \times 11 = 1100$
 $150 \times 5 = 750$
 $200 \times 1 = 200$
 $300 \times 2 = 600$
 $75 \times 1 = 75$
 $20 = \boxed{S2725}$

→ → → THIS IS THE OVERALL "WEIGHTED" RESPONSE

SOLICITATION INFORMATION

SNOW PLOWING, SANDING & REMOVAL (MPA #159)

MPA #159

CONTACT INFORMATION

COMPANY NAME: _____

CONTACT PERSON: _____ PHONE: _____

ALTERNATE CONTACT PERSON: _____ PHONE: _____

EMERGENCY TELEPHONE: _____

CELLULAR TELEPHONE: _____

PAGER: _____

MOBILE TELEPHONE: _____

FAX: _____

EMAIL ADDRESS: _____

EQUIPMENT INFORMATION

LIST ALL EQUIPMENT THAT WILL BE USED AND INCLUDE REGISTRATION # AND STATE

| <u>MAKE</u> | <u>MODEL</u> | <u>TYPE</u> | <u>*REGISTRATION & STATE</u> |
|-------------|--------------|-------------|----------------------------------|
|-------------|--------------|-------------|----------------------------------|

EXAMPLE

| | | | |
|-------|-------|-------|------------|
| FORD | F250 | 4 X 4 | 96603 - RI |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

*AWARDS WILL NOT BE MADE TO FIRMS WHO FAIL TO INCLUDE THIS INFORMATION.

NOTE: EQUIPMENT INFORMATION ABOVE WILL BE VERIFIED WITH THE RI REGISTRY OF MOTOR VEHICLES. THE STATE OF RHODE ISLAND ALSO REQUIRES THAT VEHICLES PROVIDED MUST BE CURRENTLY INSPECTED AND MUST MAINTAIN THIS STATUS THROUGHOUT THE TERM OF THIS AGREEMENT.

SIGNATURE: _____

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....II
 BID STANDARD TERMS AND CONDITIONSII
 TERMS AND CONDITIONS FOR THIS BIDII
 PURCHASE AGREEMENT BIDII
 MPA BID AWARD (STATEWIDE APPLICABILITY)II
 QUARTERLY REPORTSII
 INSURANCE REQUIREMENTSII
 FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR ENDIII

Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordering during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR

VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END

AWARDS EXTENDING BEYOND JUNE 30TH ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.