



# Request for Quote

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

CREATION DATE : 11-MAR-15  
 BID NUMBER: 7549398  
 TITLE: ON-CALL SPRAY POTHOLE REPAIR - DOT  
 BLANKET START : 01-APR-15  
 BLANKET END : 31-MAR-16  
 BID CLOSING DATE AND TIME: 20-MAR-2015 11:00:00

BUYER: Hill, Lisa  
 PHONE #: 401-574-8118

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 DOT ACCOUNTS PAYABLE  
 TWO CAPITOL HILL, RM 230  
 SMITH ST  
 PROVIDENCE, RI 02903  
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 DOT ACCOUNTS PAYABLE  
 TWO CAPITOL HILL, RM 230  
 SMITH ST  
 PROVIDENCE, RI 02903  
 US

Requisition Number: 1406613

Line	Description	Quantity	Unit	Unit Price	Total
1	BLANKET DATES: 4/1/15-3/31/16 WITH OPTION TO RENEW FOR ONE ADDITIONAL YEAR AT STATE'S DISCRETION. UNIT COST PER HOUR (ALL INCLUSIVE) - YEAR 1 (04/01/2015 - 03/31/2016)	1.00	Each		
2	UNIT COST PER HOUR (ALL INCLUSIVE) - YEAR 2 (04/01/2016 - 03/31/2017)	1.00	Each		
3	OVERNIGHT UNIT COST PER HOUR (ALL INCLUSIVE) - YEAR 1 (04/01/2015 - 03/31/2016)	1.00	Each		
4	OVERNIGHT UNIT COST PER HOUR (ALL INCLUSIVE) - YEAR 2 (04/01/2016 - 03/31/2017)	1.00	Each		

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

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

**STATE OF RHODE ISLAND**  
**DIVISION OF PURCHASES**

**RFQ #7549398**  
**ON-CALL SPRAY POTHOLE PATCHING SERVICES**  
**SPECIFICATIONS**

**SCOPE OF WORK:**

The State of Rhode Island Department of Transportation (RIDOT) is seeking the services of a vendor to supply the RIDOT with a truck mounted spray injection pothole patcher, complete with operator, and materials on a daily on-call basis. The spray injection pothole patcher specified herein shall be provided with a skilled operator and the materials as specified to perform spray injection pothole patching on a daily on-call basis where directed by RIDOT for a minimum of 480 hours per truck and a minimum of 5 trucks.

The actual duration of the on-call period will be determined by RIDOT and will be based on the demand required to support the agency needs.

The prospective vendors shall provide a cut-sheet and specification of the truck and materials proposed to be used as part of their bid package. The RIDOT reserves the right to accept or reject equipment proposed based upon their review of the information provided. If an alternate model and/or method are proposed, the alternate model and/or method shall meet all of the specifications herein to be considered.

The vendor shall supply a complete system with a skilled operator with the proper materials that are required to perform spray injection pothole patching as specified herein.

All services shall be provided at an hourly rate per truck based on an 8-hour workday Monday through Friday; this time may be adjusted as required when approved in writing by RIDOT. The hourly rate shall be all inclusive for a turnkey pothole patching operation; including but not limited to the spray injection truck, vehicle operator, aggregates, and emulsion. Aggregate and emulsion quantities shall be provided to RIDOT on a daily basis per truck in operation.

To ensure the availability of the asphalt emulsion products the vendor shall have its own dedicated heated delivery tankers. To maintain the integrity and quality of the asphalt emulsion product that is used in the application, the vendor shall have dedicated heated and metered delivery tankers so that there is a reduced potential of cross contamination of the emulsion product that can adversely affect the spray pothole patching application.

The vendor shall have a minimum of THREE (3) YEARS of verifiable experience providing the services equal to the services that are being requested by RIDOT and shall provide a minimum of THREE (3) references as part of their bid package. The vendor is responsible to perform all maintenance on the equipment to ensure 8 hours of productivity per day.

The vendor shall respond to the call for services within 48 hours of receiving the notice to proceed from the State of Rhode Island. Note: The vendor will be required to supply services at multiple locations using more than one piece of equipment in any workday as requested by the RIDOT. They shall be capable of providing a minimum of five (5) patcher trucks with operators on any one day for the duration required by RIDOT.

RIDOT will provide locations of where pothole repairs are to be performed from the designated Agency Manager. RIDOT operates approximately 3300 lane miles of highways statewide, and the On-Call service may be directed to any of these roadways statewide. Traffic control will be provided by RIDOT on all Interstates, freeways and limited access highways and shall include a truck-mounted attenuator for each crew each day and a police detail where deemed necessary by RIDOT for safe operations. The vendor shall provide their own traffic control on all other roadways and this cost shall be included in the hourly rate of the patcher truck.

Some work may be required to be performed during overnight periods where it may be determined to be more efficient, due to traffic and/or safety concerns.

All pothole repairs made by the vendor shall be performed in accordance with road maintenance industry standards, and all pothole repairs shall be warranted against failure for a period of not less than 90 days. Any pothole repair that is identified to the vendor that has failed shall be repaired by the vendor at no additional cost to the RIDOT.

At the end of each workday, the vendor shall provide RIDOT with a computerized listing of the locations where the truck has completed repairs that shall contain (at a minimum); Time, Date, and Location of the repair event. A geo referenced location log shall also be provided so RIDOT can enter the repairs into their GIS.

The vendor shall perform quality control inspections to ensure the pothole patching program achieves the highest level of productivity attainable. The vendor shall provide RIDOT with a weekly progress report of all activity.

The contract terms and pricing shall be valid for one (1) year, with a ONE (1) year option (pricing included) to extend the contract which may be exercised by RIDOT at the conclusion of the year one work.

### **BID EVALUATION AND PRICING**

All bidders shall complete the *Minimum Bid Evaluation Criteria Data Form* which is included in this RFP. Bids will be evaluated based upon daily production rates, hourly rate costs, estimated service life of the patch, warranty period provided and the bidder's demonstrated experience. The winning bidder shall provide the Rhode Island Department of Transportation with the best performance value based upon these criteria.

Bidders shall provide invoices for the work completed statewide in the prior two (2) week period. These invoices shall include, but not be limited to, the tonnage of patch placed, labor and equipment utilized on a daily basis throughout the billing period, and the number of hours in operation for each day through the billing period.

### **MATERIALS AND EQUIPMENT STAGING:**

RIDOT will provide the vendor with a 40 foot X 40 foot segregated hard dry surface to stage up to 100 tons of aggregate to support the spray patching activity. RIDOT will have a suitable loader on location to support replenishment of the patcher trucks with aggregate as required for the spray pothole patching activity.

RIDOT will provide a secure area to stage a single 6,000-gallon asphalt materials trailer where the vendor can perform the materials transfer from the storage tanker to the distributor then into a patch truck.

## **EQUIPMENT**

The spray injection pothole patcher truck shall be equipped with an environmentally designed high-pressure air re-circulation closed loop system to clean the asphalt emulsion circuit without the use of hazardous materials. The cleaning process shall be capable of being performed from within the cab of the patcher, and shall not incorporate the discharge of any materials outside the closed loop circuit. The spray patcher truck shall be equipped with automated controls so that the operator is not required to exit the vehicle to perform any application of the repair or cleaning process. The patcher truck shall have the ability to perform linear patching while moving in a forward direction. The patcher truck shall be equipped with a directional arrow board mounted on the rear of the vehicle capable of providing a visual warning to pedestrians and approaching vehicles.

## **MAINTENANCE AND SUPPORT OF SPRAY INJECTION EQUIPMENT**

The vendor shall be responsible for the full performance capability of all equipment provided to perform the required services under this contract. The vendor shall perform all predictive and preventative maintenance on equipment when required at a time that does not interfere with the contract activity or impact the productivity of the operations. In addition, if a mechanical issue cannot be corrected **within 24 hours** the vendor shall have the ability to provide a replacement vehicle to continue the pothole patching services. RIDOT shall not be invoiced for non-productive vehicle time.

Any spray injection pothole patcher truck submitted not conforming to these specifications will be rejected, and it will be the responsibility of the vendor to conform to the requirements unless deviations have been specifically cited by the vendor and acceptance made on the basis of the exceptions in writing by RIDOT.

Each complete spray injection pothole patcher truck unit shall conform to the requirements of the federal motor vehicle code.

## **SPRAY PATCHING APPLICATION**

The truck mounted Asphalt Spray Patcher shall be designed and constructed to repair larger cracks, potholes, and broad areas. The spray injection pothole patcher truck shall be completely controlled by one person from the driver's position of the cab. This vehicle including all materials shall be capable of patching successfully at temperatures as low as 0 degrees F. Operational features of the equipment provided shall be designed to use air volume to complete steps 1-4 listed below:

1. **Clean** - dust shall be removed from the pothole by high velocity airflow, creating a clean, hard surface.
2. **Tack** - a mixture of air and asphalt emulsion (see \*\* below) spray shall be applied as a binder for the pothole repair.
3. **Fill** – with a compact mixture of air, asphalt, and aggregate that shall be applied at a high velocity to completely fill the pothole.

4. **Dry Coat** - a mixture of air and aggregate, or a recycled rubber material shall be applied to permit traffic on the repaired area without tracking. This is the final step on roadways.

**\*\* Asphalt Emulsion shall be suitable for the weather conditions when being applied, even if ambient temperatures are below 0 degrees Fahrenheit.**

### **AGGREGATE HEATING AND VIBRATING SYSTEMS**

The vendor shall provide an aggregate heating and an aggregate vibrating system to be used with the above equipment. The aggregate heating system shall allow the rock to remain free flowing in cold weather and freezing conditions.

The aggregate vibrator system shall allow for the dislodging of bridged material if the material becomes lodged in the aggregate hopper. These systems are necessary during winter or in adverse weather conditions to ensure a consistent distribution of aggregate is achieved.

### **AGGREGATE SYSTEM**

The aggregate storage tank shall hold a minimum of 5 cubic yards of aggregate. The tank shall be equipped with a cover to prevent aggregate from bouncing out while being transported and to seal the tank so it can be pressurized to equalize the pressure developed in the aggregate supply hose.

### **ASPHALT EMULSION FEED AND FLUSH SYSTEM**

The asphalt air system shall be pressurized to deliver asphalt to completely cover aggregate at full feed capacity. The delivery system shall be capable of maintaining 60 PSI throughout the petroleum resistant delivery hose. The emulsion shall be drawn from the bottom part of the tank to maintain good circulation over the heat tube.

### **ENVIRONMENTAL CONTROLS**

The spray injection patcher shall be equipped with a system designed to clear, the emulsion lines of residue, and incorporate a method to circulate a biodegradable cleaning material through the asphalt delivery circuit for cleaning purposes, without having to expel any materials (asphalt or cleaning materials) outside of the closed loop system during the daily cleaning activity. In addition, this process must be capable of being performed, from within the cab of the vehicle by the operator without having to exit the cab.

### **ACCOUNTABILITY REPORTING**

The spray injection pothole patcher truck shall incorporate the necessary equipment to provide reports of vehicle positioning and tracking that can provide the following minimum data: Date, Time, Location with the POTHOLE FILL stamp in the report, and the unit shall have the ability to receive and send text messages to the program manager for communication purposes.

### **QUALITY CONTROL EVALUATIONS**

The vendor shall perform a Quality Control Evaluation of each operator's performance during the patching activity to ensure the work is being applied in accordance with industry standards and that the expectations of RIDOT are being achieved.

## **ASPHALT EMULSION**

The materials supplied for the spray injection patcher shall be compatible for the time of year when the activity is being performed.

Winter applications shall be considered when temperatures will remain below 50° F.

The vendor is responsible to provide the proper material that provides the highest level of success during the conditions when the application is being applied. The vendor shall be capable of successfully performing spray patching when the ambient temperatures are below ZERO degrees F.

## **AGGREGATE**

Aggregate sizes for spray injection shall be AASHTO or ASTM size No. 9 [4.75 to 1.18 mm (No. 4 to No.16)] with no more than 3 percent passing the 75 um (No. 200) sieve. Crushed aggregate material recommended for spray injection. Using an asphalt emulsion content of approximately seven percent by weight of aggregate works best for warm weather conditions, while spray injection placed in winter conditions perform well at an asphalt emulsion content of about five percent by weight of aggregate.

**RFQ #7549398**

VENDOR NAME: \_\_\_\_\_

Bidders are required to complete this form and return with your bid responses.

1. Estimated Daily Production Rate (Tons of Patch/Day) \_\_\_\_\_
2. Typical Service Life of Patch: \_\_\_\_\_
3. Warranty Period for Patch: \_\_\_\_\_
4. Do you have company owned dedicated heated, and metered asphalt emulsion tankers to support this operation? Yes\_\_ No\_\_
5. Can you meet the 48-hour notice to be on location? Yes\_\_ No\_\_
6. Can you meet the minimum equipment and materials specifications? Yes\_\_ No\_\_
7. Years in business providing spray injection repair services equal to this request:  
Yrs. \_\_\_\_\_
8. Are your operators factory trained? Yes\_\_ No\_\_
9. Do you have factory trained equipment service personnel? Yes\_\_ No\_\_
10. In an effort to assure the agency that you can meet the delivery of services how many spray injection pothole patcher trucks do you have available in your fleet to support this effort? \_\_\_\_\_
11. Have you ever defaulted on a contract? Yes\_\_ No\_\_  
If yes, use additional pages to explain the details
12. Have you filed for bankruptcy during the past 10 years? Yes\_\_ No\_\_  
If yes, use additional pages to explain the details
13. Has completed **W-9 FORM** been included in bid submission? Yes\_\_ No\_\_

**REFERENCES**

List three references where you provide these services, technical support and full maintenance that is equal to this project:

**Reference 1:**

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Type of services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference 2:**

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Type of services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Reference 3:**

Contact name: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Type of services provided:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

Tel: (401) 574-8100  
Fax: (401) 574-8387  
Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**DIVISION OF PURCHASES  
INSTRUCTIONS TO BIDDERS  
PUBLIC WORKS SERVICES (PWS)**

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

## **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

## **Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

## **Prebid Conference**

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

## **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

## **Preparation of Bid Proposal**

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

## **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Request for Quote, Bid Surety, IRS Form W-9, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered to the Division of Purchases (via mail, messenger service, or personal delivery by the bidder) by the date and time specified for the bid proposal submission deadline.* Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:

Rhode Island Department of Administration  
Division of Purchases  
One Capitol Hill, Second Floor  
Providence, RI 02908-5855

Bid proposals that are not received by the Division of Purchases by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

## **Charges**

Bid proposals shall include only materials, parts, and labor in the Unit Price and Total. Travel, mileage, or other miscellaneous charges shall not be included in the Unit Price or Total.

## **Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

## **Contractors Registration**

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

### **Subcontractors**

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

### **Taxes**

The State of Rhode Island is exempt from federal excise taxes and state and municipal sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

### **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. (*Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.*) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **Divestiture of Investments in Iran Requirement**

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws § 37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **Award**

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Prevailing Wages**

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### **Occupational Safety**

The successful bidder must ensure (if the total contract price is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Substitutions**

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

### **Licenses**

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

**Insurance**

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation (referencing the solicitation number) will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
<b>Comprehensive General Liability</b>	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
<b>Automobile Liability</b>	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
<b>Workers Compensation</b>	
Coverage B	\$100,000
Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater

*The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

### **Minority Business Enterprises**

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at [www.diversity.ri.gov/eeo/eoepagehome.htm](http://www.diversity.ri.gov/eeo/eoepagehome.htm) or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

### **Compliance with Terms of Contract**

Failure of the successful bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

### 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](http://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](http://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

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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](http://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 journeyman 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

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*TTY via Rf Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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Governor

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Director

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](http://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: \_\_\_\_\_

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.  
TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

Telephone: (401) 462-8000

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.

State of Rhode Island  
**PAYER'S REQUEST FOR TAXPAYER  
 IDENTIFICATION NUMBER AND CERTIFICATION**

**THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.**

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)**

**Employer ID No. (EIN)**

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**NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**(REMITTANCE ADDRESS, IF DIFFERENT)** \_\_\_\_\_

**CITY, STATE AND ZIP CODE** \_\_\_\_\_

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE**

**SIGNATURE** \_\_\_\_\_ **TITLE** \_\_\_\_\_ **DATE** \_\_\_\_\_ **TEL NO.** \_\_\_\_\_

**BUSINESS DESIGNATION:**

Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
 Partnership  Corporation  Trust/Estate  Legal Services Corporation

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

**Mall to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908**

**Contract Terms and Conditions**

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**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**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.

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR 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.

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.