State of Rhode Island

Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908

INVITATION TO BID

SOLICITATION TITLE: **HVAC Maintenance and Repair – Rhode Island College**
SOLICITATION NUMBER: **7550952**
BID PROPOSAL SUBMISSION DEADLINE: **October 11, 2016 at 10:00 AM**

PREBID CONFERENCE - NONE

QUESTIONS about this solicitation must be emailed and received by the Division of Purchases at doa.purquestions3@purchasing.ri.gov no later than Monday, September 26, 2016, 4:00 PM, in a Microsoft Word attachment with the corresponding solicitation number. Questions, if any, and responses will be posted on the Division of Purchases website at www.purchasing.ri.gov as an addendum to this solicitation

BID BOND REQUIRED: ☒ NO
☐ YES

PAYMENT AND PERFORMANCE BOND REQUIRED: ☒ NO
☐ YES

SPECIFICATIONS AND PLANS: ☒ YES

Continued onto next page

State of Rhode Island

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RIVIP REGISTRATION: Bidders must be registered vendors through the online Division of Purchases Rhode Island Vendor Information Program at www.purchasing.ri.gov. To register or update information, click on "Vendor Center," then "Vendor Information" from the dropdown menu on the left.

BIDDER CERTIFICATION COVER FORM: Bidders must download (obtainable at www.purchasing.ri.gov), complete, and submit a Bidder Certification Cover Form with each bid proposal.

The State of Rhode Island through its, Department of Administration, Division of Purchases, is soliciting bid proposals to perform the work described in the plans and specifications for the Project in accordance with this solicitation.

Bidders are invited to submit bid proposals to the Division of Purchases by the bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Bid Preparation Checklist (with applicable forms), Agreement, General Conditions, any Supplemental Conditions, Specifications and Plans, Bidder Certification Cover Form, and Bid Form. The solicitation is available at www.purchasing.ri.gov.

The award of the contract pursuant to this solicitation will be made to the responsive and responsible bidder with the lowest bid price. *The Division of Purchases reserves the right to waive any technicalities in the bid proposals, accept or reject any bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

Buyer Name: Gary P. Mosca, Title: Chief Buyer

State of Rhode Island Department of Administration
Division of Purchases

REVISED
November 20, 2013

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_VendorID.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of 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: 7543210_11-08-2013_OceanStateCompanyInc_9867.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 Certification Cover Form): (1) title of solicitation; (2) name of bidder and RIVIP vendor ID number; (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 §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11 accessible at www.purchasing.ri.gov

Solicitation 7550952 - HVAC MAINTENANCE AND REPAIR
RHODE ISLAND COLLEGE- CAMPUS WIDE
BLANKET CONTRACT PERIOD: 11/1/16 – 10/31/19

SPECIFICATIONS FOR LINE #'S 1-18

Section 1— Background

Rhode Island College has numerous buildings located throughout the State. These buildings all have HVAC systems that will require preventive and repair maintenance in order to keep the equipment in both working order and the buildings properly heated and/or cooled. The health, safety and welfare of the employees, public, customers and clients are enhanced when HVAC systems work well. The State does not have maintenance personnel to provide the required services and is therefore soliciting proposals from qualified contractors.

The intent of this solicitation to identify qualified HVAC contractor(s) that are capable of providing a full spectrum of services consisting of maintenance, repair and replacement of the heating, ventilating, air conditioning systems, subsystems, and components normally considered as part of an HVAC system. In addition, the HVAC contractor(s) must provide services required for the proper functioning of the system according to standard industry practices and usage for the best value. It is anticipated that a price agreement will be awarded to multiple vendors.

Rhode Island College facilities are located in Providence, Rhode Island.

This APA will include all facilities on the Rhode Island College campus.

The contractor will be required to perform maintenance and repair on equipment from various manufacturers as some are indicated below.

Carrier	Liebert
Cleaver Brook	McQuay
Friedrich	Slantfin
Honeywell	Trane
Siemens	Weil-McLain
York-Shipley	York
Thermax	
Broad (Future)	Viessmann (Future)
Patterson-Kelley	Faber

Contractors, by submission of proposal proposals signify their firm has the equipment and qualified staff to maintain each of these brands of equipment. Contracts are also required to supply Equipment Certifications of the equipment brands listed. Certifications may be submitted with proposal or will be requested upon issuance of tentative award, for all current employees who will service the College's

equipment. Any future employees that are hired after the Contract commences must have written certification forwarded to the Rhode Island College prior to their first service call.

The contractor will be required to perform maintenance and repair on various types of equipment. The equipment list typifies the types of components and systems that must be maintained. Contractors are encouraged to make their own inspection for a better understanding of building systems.

CAV Systems, Boxes and Components	Cabinet Heaters
VAV Systems, Boxes and Components	Air Separators
Chilled Water Systems, Pumps and Components	Control Dampers
Hot Water Systems, Pumps and Components	Pneumatic & Electronic Activators
Glycol Water Systems, Pumps and Components	Pneumatic & Electronic Control Valves
Return Air Systems, Fans, Components and Respective Motors	Pneumatic & Electronic Thermostats
Exhaust Systems, Fans Components and Respective Motors	Air Compressors Multiple Uses
Supply Vent Fans w/Respective Motors & Belts	Air Dryers
Cooling Towers and Radiators	Gas Fired Absorption Chiller/Boiler
Reciprocating and Centrifugal Chillers	Fuel Systems, Gas & Oil Pumps and Components
Boiler Feed Systems and Pumps	Expansion Tanks
Unit Heaters, Ventilators, Air Conditioning Systems and Components	Low and High Pressure Steam Boilers Gas and Oil Fired (all Sizes)
Control Systems	Steam Absorption Chillers
AHU Complete w/Motors & Fans (All Sizes)	Plate & Frame HT and Tube and Shell Exchangers
Condensate Systems, Pumps and Components	Hot Water Boilers — Gas and Oil Fired (All Sizes)
Domestic Hot Water Systems and Components	Condensing Units (All Sizes)
Perform sheet metal repair work as required.	

Section 2— Scope of Work — General Requirements

The types of work anticipated under the scope of this contract are as follows:

1. Preventive scheduled maintenance - includes but is not limited to the cleaning, minor repair, lubrication, overhaul and all other regular maintenance on HVAC equipment in order to keep it in proper running order.
2. General & emergency repairs - repairs as required bringing HVAC equipment back online and restoring to proper working order.
3. Replacement in kind of HVAC equipment that is damaged or deteriorated beyond the point of economic repair.

The contractor(s) must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters valves, piping, furnaces, boilers, as well as other appurtenances and components used to control the temperature, humidity and air flow. In addition, related electrical, mechanical and control components are included in the maintenance.

The contractor(s) shall furnish all labor, equipment, parts, and materials, to maintain and operate the respective HVAC systems in optimum operating condition at all times. The contractor(s) shall provide the necessary transportation for all repair personnel, materials, and equipment in order to fulfill the terms of the contract. Preventive maintenance, inspections and non-emergency repairs will be performed at the straight time rate during the each facility's normal business hours if requested.

A. General and Emergency Repairs

Bidders are required to provide pricing for standard labor hours on site, evening and weekend hours, as well as holiday hours for the performance of repairs necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications and building occupant requirements.

It is expected that emergency repair service will be available 24 hours a day, 7 days a week, on a year-round basis. Vendors must respond within two (2) hours or less of initial call as directed by Rhode Island College. Vendors must not send two technicians a matter of routine. The Agency must approve if more than one person is necessary.

B. General Provisions — Preventive Maintenance / General and Emergency Repairs

1. All maintenance and repair work performed shall conform to all applicable codes and ordinances, including EPA certified technicians to handle CFC refrigerants.
2. The Contractor shall, at all times, maintain a staff of technicians, qualified and certified, to perform the services required as described in this proposal. (Certification should include having the required Rhode Island license.) A minimum of two (2) technicians shall be available to respond to emergency service calls, which may be received at any time, in order to promptly affect temporary and/or permanent repairs.
3. Replacement parts or components must conform to original equipment manufacturer's specifications. If correct replacement parts are discontinued, and no longer available, replacement shall be made in accordance with proposed labor and material rates as specified.
4. The Contractor must have the capability to provide or sub-contract air balancing analyses in accordance with the National Air Balancing Bureau or the Associate Air Balancing Council standards. Contractor must provide a copy of current certification with the proposal.
5. The Contractor shall have a dispatcher available through one (1) telephone number and provide 24 hours response to service calls, seven (7) days per week including holidays.
6. Hours- Regular Time Rate Applies: 8:00 AM-4:30 PM
   Hours- Overtime Rate Applies: 4:30 PM - 8:00 AM Weekdays;
   24 Hours during Weekends and Holidays
7. Maintenance and repairs of a non-emergency nature, shall be performed on straight time during the normal operating hours of the building in which the work is being performed.
8. Emergency maintenance and repair, requires the Contractor be on site to begin work as soon as possible or within one hour after the initial service call request.
9. During the course of repairs or preventive maintenance, if the technician notices any condition not in his scope of work, that warrants repair or service, this condition should be brought to the owner's attention.
10. Proposals for recommended repair and/or maintenance must be prepared and submitted to the College. Each work item will be described and cost estimated, in the proposal.

11. Field Service reports must be provided each time service is performed at a facility. The Contractor shall supply the College with written verification of all work performed, man hours required, materials/parts used, technician(s) name(s), date(s) and hours of service.
12. Monthly billing reports must be provided to the College listing each work order which has been billed out during the month, the cost and date completed. These items will be listed by building location and be a cumulative list with a year to date total by building and overall. Contractor must provide any additional ad-hoc reports as requested, at no cost to the College.
13. Contractor must furnish, provide all necessary tools and equipment to perform the work required at no additional cost. (Not including consumables)
14. Vendor must be willing to train designated Rhode Island College facilities personnel in routine preventative maintenance procedures.
15. Unit price for hourly labor shall include the cost for fringe benefits, overhead, profit and, transportation, etc. No additional mark-up will be allowed. Three tiers of labor skills are recognized for this contract, as follows:

Rhode Island College Tiered Labor Rates

A. **Lowest (Tier 1)** - work performed at this rate will include routine and preventative maintenance and inspections on general HVAC equipment such as Split-Systems, Packaged Unit, Air Handlers, CAV's, VAV's, Unit Ventilators, Fan Coil Units and Heat Pumps. Tasks will include: filter changes, oil and greasing, belt adjustments or replacement, cleaning of coils, evaporators, condensers, tubes and cooling towers, water treatment, truck driving, parts pickup and delivery.

B. **Medium (Tier 2)**- work performed at this rate will include all necessary diagnostic, repair and replacement work to keep all listed HVAC equipment operating at a reliable and efficient manner with exception to Centrifugal, Absorption and Scroll/Screw Chillers, High Pressure Steam Boiler Systems and Automated Temperature Control Systems. Individuals performing at this rate must have a minimum of 5 years working on this equipment and hold a Rhode Island State Journeyman's license and have proper certification.

C. **Highest (Tier 3)** - work performed at this rate will include all necessary service, diagnostic, repair and replacement work to Centrifugal, Absorption and Scroll/Screw Chillers, High Pressure Steam Boiler Systems and Automated Temperature Control Systems. This level also includes Engineering and Supervisory Level Troubleshooting Support, IAQ Specialists and Certified Testing & Balancing Services. Individuals performing at this rate must hold a Rhode Island State Journeyman's license and have a minimum of 5 years work experience with these systems or hold a Rhode Island State Journeyman's license and OEM certifications.

Submission Requirements:

Any interested vendor should demonstrate evidence of their qualifications by submitting the following –

A. **Copies of all applicable licenses, permits, or factory certifications demonstrating competence in working on the Equipment. All costs and fees to any licenses shall be the sole responsibility of the Contractor.**

B. **Evidence (names, addresses, references etc.) of working on similar equipment in at least three similar sized facilities.**

Please Note:

Contractor's personnel and sub-contractors must sign in at Campus Police and obtain a Contractor Parking Pass and at the Physical Plant, indicating purpose of visit, person supervising the work, time arrived, time leaving and may be required to receive a visitors badge before work can begin.

Contractors must sign out at the Physical Plant with an authorized RIC- Facilities and Operations representative. No additional travel time charge to provide maintenance, repair or emergency service shall be paid by Rhode Island College.

End.

Request for Quote

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

CREATION DATE : 15-SEP-16
BID NUMBER: 7550952
TITLE: HVAC MAINTENANCE AND REPAIR - RHODE ISLAND COLLEGE

BLANKET START : 01-NOV-16
BLANKET END : 31-OCT-19
BID CLOSING DATE AND TIME: 11-OCT-2016 10:00:00

BUYER: Mosca, Gary
PHONE #: 401-574-8124

BILL TO
RIC-PURCHASING
600 MOUNT PLEASANT AVENUE
PROVIDENCE, RI 02908
US

SHIP TO
RIC SPECIAL INSTRUCTIONS
SEE BELOW
SEE BELOW, RI N/A
US

Requistion Number: 1479658

Line	Description	Quantity	Unit	Unit Price	Total
1	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 1 - 11/1/16 - 6/30/17	1,000.00	Hour		
2	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 1 - 7/1/17 - 6/30/18	1,000.00	Hour		
3	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 1 -7/1/18 - 10/31/19	1,200.00	Hour		
4	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 2 - 11/1/16 - 6/30/17	500.00	Hour		
5	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 2 - 11/1/17 - 6/30/18	500.00	Hour		
6	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 2 -7/1/18 - 10/31/19	500.00	Hour		
7	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 3 - 11/1/16 - 6/30/17 NOTE: CORRECTION TO "UNIT OF MEASURE". UNIT OF MEASURE SHOULD BE "HOUR", NOT "EACH".	300.00	Each		
8	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 3 - 7/1/17 - 6/30/18	300.00	Hour		
9	MAINTENANCE SERVICES - RATE PER HOUR ON SITE - TIER 3 - 7/1/18 - 10/31/19	400.00	Hour		
10	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 1 - 11/1/16 - 6/30/17	100.00	Hour		
11	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 1 - 7/1/17 - 6/30/18	100.00	Hour		
12	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 1 -7/1/18 - 10/31/19	100.00	Hour		
13	MAINTENANCE SERVICES - OVERTIME RATE PER	100.00	Hour		

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

Request for Quote

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

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SHIP TO
RIC SPECIAL INSTRUCTIONS
SEE BELOW
SEE BELOW, RI N/A
US

Requistion Number: 1479658

Line	Description	Quantity	Unit	Unit Price	Total
	HOUR ON SITE - TIER 2 - 11/1/16 - 6/30/17				
14	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 2 - 11/1/17 - 6/30/18	100.00	Hour		
15	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 2 -7/1/18 - 10/31/19	100.00	Hour		
16	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 3 - 11/1/16 - 6/30/17 NOTE: CORRECTION TO "UNIT OF MEASURE". UNIT OF MEASURE SHOULD BE "HOUR", NOT "EACH".	100.00	Each		
17	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 3 - 7/1/17 - 6/30/18	100.00	Hour		
18	MAINTENANCE SERVICES - OVERTIME RATE PER HOUR ON SITE - TIER 3 - 7/1/18 - 10/31/19 PROVIDE PERCENTAGE DISCOUNT OFF MANUFACTURER'S LIST PRICE FOR PARTS & MATERIALS _____%	100.00	Hour		

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 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

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), 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, 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 pubic 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 61st 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, 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:

Type of Insurance	Amount of Coverage
Comprehensive General Liability	
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)	
Automobile Liability	
Combined Single Limit	$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
Workers Compensation	
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 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/eoopagehome.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.

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 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.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

AWARD

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administrtion
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor 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 vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.

HOURS - BIDDING PURPOSES

HOURS INDICATED ARE ESTIMATED QUANTITIES FOR BIDDING PURPOSES ONLY.

HOURLY RATE SPECIFICS

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME

RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

INSPECTION REQUIREMENTS

BIDDERS ARE RESPONSIBLE FOR INSPECTION OF EQUIPMENT AND/OR LOCATION, 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.

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.

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.

Mailing Address for Bid Proposals issued by the State of Rhode Island, Division of Purchases:

All Bid Proposals must be submitted to the following address:

State of Rhode Island

Department of Administration

Division of Purchases, 2nd Floor

One Capitol Hill

Providence, RI 02908

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 reguired 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

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, 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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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Lincoln D. Chafee
Governor

Charles J. Fogarty
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.

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.

APPRENDIX 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.

FORM W-9
REV 8/15

STATE OF RHODE ISLAND
FORM W-9 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)** | |

NAME _____

ADDRESS _____

CITY, STATE AND ZIP CODE _____

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE

ADDRESS _____

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 am exempt from backup withholding, or (B) 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 (C) the IRS has notified me that I am no longer subject to backup withholding.

(3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE_____ **TITLE**_____ **DATE**_____ **TEL NO**_____

Original Signature Required (Digital Signature Not Acceptable)

BUSINESS DESIGNATION:

Please Check One: Individual ☐ Corporation ☐ Trust/Estate ☐ Government/Nonprofit Corporation ☐

Partnership ☐ Medical Services Corporation ☐ Legal Services Corporation ☐

LLC Tax Classification: Single Member (Individual) ☐ Partnership ☐ Corporation ☐

TIPS:

NAME: Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.

ADDRESS, CITY, STATE AND ZIP CODE: If you operate a business at more than one location, adhere to the following:

1) Same EIN 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 EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:
Supplier Coordinator
Purchasing Department
One Capitol Hill, 2nd Floor
Providence RI 02908

Or Email To: doa.pursuppliercoordinator@purchasing.ri.gov

For State Use Only:

IRS____ RI SOS____ FED_____ Other_____

RI Supplier # _____ Approved _____

Date Entered _____ Entered By_____

State of Rhode Island
Division of Purchases

Public Works
Bid Preparation Checklist

Date: **9/16/2016**

Bid#: **7550952**

Title: HVAC Maintenance and Repair – Rhode Island College

This checklist is provided to assist the bidder in preparing a bid proposal for submission. It is not a substitute for a thorough review of the Instruction to Bidders nor a comprehensive list of all bid proposal requirements. Each bidder is responsible to review the Instructions to Bidders and to comply with all requirements of the Solicitation.

Bid Proposal Package:

☒ RIVIP Bidder Certification Cover Form (completed) signed in ink

☒ Bid Form

- All applicable blank spaces on the Bid Form have been completed
- All Addenda have been acknowledged
- Bid price printed legibly in ink (in both words and figures that match where specified)
- Erasures or corrections have been initialed by person signing the Bid Form
- Bid Form is signed in ink

☐ Bid Surety

- Bid bond or certified check (for DOT projects, bid bond only)
- Bid surety is five percent of the bid total (or such other specified amount)
- Bid Bond is signed by the bidder and surety
- Power of Attorney is attached to the Bid Bond showing the name of person who signed the surety bond

☒ Public Copy of bid proposal in pdf format on a read-only CD-R media disk

☐ General Contractor Apprenticeship Certification Form "2013-14" (for projects $1,000,000 and greater) required at time of bid proposal submission

Note: General Contractor Apprenticeship Re-Certification and Certification Form "2013-16" and Subcontractor Apprenticeship Certification Form "2013-15" are not required at time of bid proposal submission deadline.

☒ Applicable professional licenses (as specified in the Solicitation)
☐ Rhode Island Contractor Registration Board No.
☐ All bid proposal documents in a sealed envelope with the specific Solicitation #, Solicitation title, and the bid proposal submission deadline marked in the upper left hand corner of the envelope
☒ Each bid proposal submitted in a separate sealed envelope
☒ Completed Form W-9
☐ Other _____

Buyer Name: Gary P. Mosca, Chief Buyer

Contact Information: PH: 401-574-8124 E-mail: gary.mosca@purchasing.ri.gov