



INVITATION TO BID

SOLICITATION TITLE: LED Lighting Project Camp Fogerty Armory
SOLICITATION NUMBER: 7611875
BID PROPOSAL SUBMISSION DEADLINE: April 7, 2021 at 10:00 AM

PREBID CONFERENCE

NONMANDATORY

MANDATORY → Bidder must attend the mandatory prebid conference. The bidder's representative must register with the Division of Purchases at the mandatory prebid conference and identify the bidder he or she represents.

Location: Rhode Island Army National Guard, 2841 South County Trail
East Greenwich, RI 02818

Date: Wednesday, March 17, 2021

Time: 2:00 PM

QUESTIONS about this solicitation must be emailed and received by the Division of Purchases at Thomas.bovis@purchasing.ri.gov no later than Tuesday, March 23, 2021, 5:00 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: NO
 YES → See Electronic Solicitation Bidding Information.
Click on the online active "D" link in the "info" column.

Continued onto next page



INVITATION TO BID

SOLICITATION TITLE: LED Lighting Project Camp Fogerty Armory
SOLICITATION NUMBER: 7611875
BID PROPOSAL SUBMISSION DEADLINE: April 7, 2021 at 10:00 AM

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 dated Click here to enter a date. 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.*

Continued onto next page



INVITATION TO BID

Electronic Solicitation Bidding Information

Downloading and Accessing Additional Electronic Solicitation Files

Accessing electronic files on the purchasing website will require Adobe viewer. All bid solicitations that include a "D" in the "Info" column will require WinZip 8.1 software. The WinZip file may contain one or more files. These files may require additional software such as Microsoft Office.

Specifications that have a file for download are marked with a "D" in the "Info" field of the bid search results page located on the Purchasing website. The "D" will indicate an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the WinZip file associated with the bid. Opening the WinZip file will offer you the option of saving to your local computer.

Once saved, you can open the WinZip file and view the files. The individual files can be saved to your computer in a location such as "Desktop" or "My Documents".

Buyer Name: Thomas Bovis, Title: Interdepartmental Project Manager

Attachment C - Supplemental Conditions
Project: RI National Guard, Camp Fogarty Armory

Table of Contents

1. General description of the Work
 - 1.1 Project Documents Listing
2. Working Conditions
 - 2.1 Operation of Facility
 - 2.2 Schedule
 - 2.3 Safety
 - 2.4 Identification
 - 2.5 Working Hours
 - 2.6 Access to work area
 - 2.7 Protection of property
 - 2.8 On-Site Storage
 - 2.9 On-Site Parking
 - 2.10 Special working conditions
 - 2.11 Supervision
3. Pre-Construction Requirements
 - 3.1 Project Personnel Listing
 - 3.2 Project Schedule
 - 3.3 Schedule of Project Values
 - 3.4 Schedule of Fixture Unit Prices
 - 3.5 Materials Submittals
 - 3.6 Pre-Construction Report
 - 3.7 Permits and Licenses
 - 3.8 Hazard Response Plan
4. Installation
 - 4.1 General Installation
 - 4.2 Removal and Disposal
 - 4.3 Recycling
 - 4.4 Material Handling
 - 4.5 Equipment
 - 4.6 Fastening and Suspension
 - 4.7 Electrical
 - 4.8 Surface Restoration
 - 4.9 Cleaning
 - 4.10 Hazardous Materials
 - 4.11 Control systems
5. Warranty
6. Project Completion
 - 6.1 Closeout Meeting
 - 6.2 Closeout Documents
 - 6.3 Training and Commissioning
 - 6.4 Backup Stock/Spare Parts
 - 6.5 Additional Requirements

Project Information
Project ID- RI National Guard, Camp Fogarty Armory
Location- 56 Command
Agency-*National Grid*

1.0 General Description of the Work

Upgrade of the existing lighting system including, luminaires, and lighting controls to improve the quality of the working environment, reduce energy consumption and maintenance costs.

Upgrade the existing lighting fixtures and lighting controls as listed in Attachment A-*Fixture Schedule* and Attachment B -*Installation Schedule*

Provide all necessary supervision, installation personnel, equipment and materials to complete the work in a professional and timely manner as defined in Attachment A-*Fixture Schedule*, Attachment B- *Installation Schedule* and Attachment C - *Supplemental Conditions*.

Provide a 1-year warranty for all parts and labor associated with the project.

Provide As-Built Documentation and Closeout Procedures as defined in Attachment C *Supplemental Conditions*.

1.1 The following are included in the contract documents:

Attachment A - Fixture Schedule-Camp Fogarty Armory 11/10/20

Attachment B - Installation Schedule - Camp Fogarty Armory 11/10/20

Attachment C - Supplemental Conditions- Camp Fogarty Armory 11/10/20

2.0 Working Conditions

2.1 Operation of Facility - The facility will remain open and occupied. Normal business will be conducted concurrent with the contractor's work. Contractor will make every effort to minimize disruption of the operation of the facility.

2.2 Schedule - The work shall proceed as established in the Project Schedule as determined in section.

2.2.1 Expected project completion date is: *To be determined*

2.3 Safety - Safety is of the utmost importance. Contractor will provide for the protection of its personnel as well as the protection of Agency workers and the general public. Contractor will supply all protective equipment, signage, barricades, etc. required to maintain a safe working environment at all times.

Contractor shall comply with safety requirements and practices in accordance with Agency requirements and Occupational Safety and Health Administration (OSHA). Active work areas shall be clearly marked with safety cones or similar signage.

2.3.1 Additional Safety requirements for this project include the following; *None*

2.4 Identification - Contractor will maintain a daily log of all personnel and visitors on site. All contractor personnel will display identification at all times when on site.

2.4.1 Additional identification and sign-in requirements for this project include the following; *Facility specific requirements/procedures will be addressed at pre-construction walk-through. Site requirements include: a Rhode Island background check investigation (BCI) which can be done at the RI State Attorney General's Office, and contractors will need their ID when arriving to the site when passing through the guard shack.*

2.5 Working Hours - Standard working hours for this project are as follows; *Standard working hours are Tue-Fri 0700 – 1700. The work that will need to be done in the vaults will be coordinated by the designated units.*

2.5.1 Special working hours requirements for this project include the following; *To be determined*

2.6 Access to Work Area – On-site agency personnel will provide contractor access to the work area in accordance with the Schedule of Work submitted by the contractor. Changes and adjustments to the Schedule should be requested as far in advance as is practical. The Agency will make every effort to accommodate such changes but cannot guarantee access for schedule change requests submitted with less than 24 hr. notice.

2.6.1 Additional access requirements for this project include the following; *The workers will need to have a soldier escort them when working within the vaulted areas.*

2.7 Protection of Property - Contractor will provide all equipment, coverings etc. required for the protection of facility and personal property located in the construction area. Contractor will identify any specific property that requires protection by others in the Pre-Construction Report as defined in sec 3.6.

2.7.1 Additional property protection requirements for this project include the following: *N/A*

2.8 On-Site Storage - The security of all project material is the sole responsibility of the Contractor until installation is completed and accepted.

2.8.1 On-site storage is available as follows: *It is recommended that the contractor procure a storage container to store project materials. A lift can be left inside the drill shed area.*

2.9 On-Site Parking - Contractor personnel will park in designated areas only or in public spaces. Daily parking for construction vehicles will be in designated areas only. No overnight parking of construction vehicles is permitted.

2.9.1 Designated On-site parking will be provided as follows; *on-site parking in front of the facility is available.*

2.10 Special Working Conditions – Contractor will ensure that all project personnel are properly informed of and in compliance with any additional requirements for working in specified areas or conditions.

2.10.1 Special working conditions for this project are as follows; *N/A*

2.11 Supervision - The Agency will designate an Agency Project Manager prior to the start of work. The Agency Project Manager will be the primary point of contact for all matters related to the project. The Contractor will provide on-site supervision whenever work is in progress. Site supervisor(s) must be identified in the Project Personnel Listing (sec 3.1) and provide emergency contact information to the Agency Project Manager and Facility Contact. The on-site supervisor will meet daily with designated facility contact(s) to coordinate current and future work. On-site supervisor will attend meetings as requested by the Agency Project Manager.

3.0 Pre-Construction Requirements - Upon contract award and prior to the start of construction, the contractor will transmit to the Agency Project Manager the following:

3.1 Project Personnel Listing - Provide Name, Title, and contact information for Primary Contractor contact, Contractor's On-Site Supervisor, Construction Foreman.

3.2 Project Schedule– Provide an installation schedule in sufficient detail to facilitate coordination with facility personnel to expedite the work.

3.3 Schedule of Project Values – Provide a schedule of project phases and associated contract values.

3.4 Schedule of Fixture Unit Prices – Provide a schedule of unit pricing for the installation of fixtures listed in Attachment A. This schedule will establish unit pricing for potential changes in installed quantities and adjustments to the final price per the contract documents.

3.5 Materials Submittals – Provide technical data specification sheets for all materials to be installed in the project for review and approval. Proposed materials shall be consistent with bid specifications. Changes to the materials specifications required by special field conditions or technical requirements should be listed separately with supporting documentation. Prior to ordering materials, the contractor shall verify the quantity, voltage, color temperature, diffuser, controls and mounting hardware are as specified and appropriate for the intended use.

3.6 Pre-Construction Report – Contractor will verify the scope of work as listed in Attachment B Installation Schedule and include in the report any discrepancy in quantities or required changes to the specification. The Contractor will inspect the facility and report any existing condition that will impact the contractor's work schedule or that may require correction prior to the commencement of the contractor's work.

3.7 Permits and Licenses - Contractor will obtain and pay for all necessary permits required prior to the commencement of work. Such permits shall be properly displayed at the work site and a copy transmitted to the Agency Project Manager. Contractor will deliver to the Agency Project Manager a copy of the Contractor's or subcontractor's State of Rhode Island Electrician's License or any other License or certification required for the project work.

3.7.1 Specified permits or licenses required for this project as follows: *To be determined*

3.8 Hazard Response Plan – The contractor will provide a detailed procedure to be implemented in the event of any of the following conditions:

Broken Lamps

Broken Lamp Containing Mercury

Discovery of a Ballast Containing PCB

4.0 Installation

4.1 General Installation - All new fixtures, retrofits, and accessories shall be installed in a workmanlike manner to industry standard and in compliance with all applicable codes. Installation shall comply with the manufacturer

instructions and ensure warranty requirements are met. Work shall be continuous per the established Project Schedule, see Section 3.2.

4.2 Removal and Disposal - Contractor is responsible for the proper disposal of all materials and equipment removed, construction waste, packaging materials, and trash. Contractor will supply disposal receptacles and may not use the facility's waste receptacles or systems.

4.2.1 Space for a dumpster will be provided as follows; Space available, *location to be determined*

4.3 Recycling - Contractor will provide for the proper recycling of lamps and ballasts as required by local, state, and federal laws. Certification of recycling documentation will be transmitted to the Agency Project Manager upon completion of the project.

4.4 Material Handling - Contractor is responsible for the delivery, off-loading, Inventory, storage, and distribution of the project material. Agency personnel cannot receive material deliveries on behalf of the Contractor.

4.5 Equipment - Contractor will provide all ladders, staging, lifts, and equipment required for the safe completion of the work. No Agency-owned equipment may be utilized by the contractor. All equipment operators must carry valid certification as required for the equipment being operated.

4.6 Fastening and Suspension - All fixtures will be installed in accordance with the manufacturer's instructions and shall meet requirements of all codes in force. Fasteners of high quality and in sufficient quantity shall be employed to ensure proper installation. Secondary suspension, if required, shall be in accordance with local and state building code in force.

4.7 Electrical - Fixtures shall be installed in accordance with NEMA standards and requirements of the National Electrical Code pertaining to installation of interior lighting fixtures and with applicable portions of NECA's "Standard of Installation." All electrical components shall be RoHS compliant. Certification: New and/or Retrofit Fixtures, Electrical Components, Devices, Accessories, and Sensors & Controls and associated components shall be listed and UL labeled and marked for intended location and application and comply with current National Electric Code. All fixtures and retrofits shall be listed with Design Lights Consortium (DLC), or EnergyStar.

4.8 Surface Restoration - Contractor will restore any surface damaged during installation to match existing conditions. Unfinished areas exposed by installation will be restored by others.

4.8.1 Specified surface restoration requirements for this project include the following; *To be determined*

4.9 Cleaning – Throughout the workday the contractor will maintain a clean work area. At the end of each workday the Contractor will ensure the work area is cleaned and returned to the condition in which it was found. Included in daily cleanup is the removal of all dust and debris from work surfaces and floors. All installation equipment, tools, and uninstalled materials should be removed to the storage area. Upon completing a fixture installation, clean and wipe down all fixture surfaces.

4.10 Hazardous Condition – Upon the creation or discovery of a hazardous condition the Contractor will immediately stop all work, notify the Agency Project Manager, notify Onsite Facility Contact, and implement the appropriate Hazard Response Plan as established in section 3.8.

4.10.1 Specified Installation conditions for this project include the following: *N/A*

4.11 Control Systems – Contractor will install, and commission specified lighting controls in accordance with the manufacturer's instructions. The Contractor will coordinate with the Agency Project Manager to establish a list of control parameters for each room and area type. Utilizing the established parameters, controls/sensors shall be programmed/commissioned concurrent with the installation of the fixtures being controlled.

4.11.1 Additional control system and commissioning requirements for this project include: *N/A*

5.0 Warranty - The Contractor shall warrant its work against defective materials and workmanship for a period of one year from the date of acceptance of the entire project, unless longer term is specified. Neither Final Payment nor any provisions in the Contract Documents shall relieve the Contractor of the responsibility for faulty materials or workmanship. Contractor shall register all materials installed for the project with the manufacturer and ensure all applicable manufacturer warranties are in force and valid at the time of project completion. Warranty shall be for the entire fixture and its associated components and shall not refer warranty of components to other manufacturers of components that make up the fixture. LEDs and drivers for LED fixtures shall be covered by a minimum of a five-year manufacturer's warranty against defects in workmanship or material. Warranty shall not define any limitations or percentage of acceptable failure for any component thereby allowing the failure or any component to not be covered under the warranty. Any failure of any component(s) and/or sub-components shall be deemed a failure and subject to replacement of the failed component(s) and/or sub-components under the warranty.

6.0 Project Completion

6.1 Closeout Meeting - Upon substantial completion of the work, the Contractor will attend a closeout meeting to determine punch list items, discrepancies or changes in the scope of work and any final requirements for completion of the project.

6.2 Closeout Documents - Contractor will transmit to the Agency Project Manager the following:

Project Book – Provide a binder of related project information including warranty information, product data sheets, as-built listing of fixtures installed and product manuals and training materials.

Service Plan – Provide contact information and procedure to request a service call during the contractor warranty period.

Certificate(s) of recycling.

Signed permits.

6.3 Training and Commissioning - Contractor will provide instruction in the proper use of all installed equipment. Contractor will supply the Agency with necessary commissioning and control equipment for the future programming and maintenance of the system(s) installed.

6.4 Back up Stock / Spare Parts– Upon project completion Contractor will deliver to the facility the following additional material(s): *To be determined*

6.5 Additional Requirements - Additional project closeout requirements are as follows: *N/A*

End of Document

Solicitation #: 7611875
Solicitation Title: LED LightingCamp Fogerty Armory

BID FORM

To: The State Rhode Island Army National Guard
Construction and Facilities Maintenance Office
2841 S County Trail, Bldg. 330, East Greenwich, RI 02818

Bidder:

Legal name of entity

Address (street/city/state/zip)

Contact name

Contact email

Contact telephone

Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price:

National Grid incentives should be subtracted from the Base Bid price. National Grid Pre-approval letter is provided.

\$ _____
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

Allowances

The Base Bid Price **includes** the costs for the following Allowances:

N/A

• Bonds

The Base Bid Price **includes** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

Solicitation #:
Solicitation Title:

• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price **includes** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: _____

Addendum No. 2 dated: _____

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

Addendum No. 5 dated: _____

Addendum No. 6 dated: _____

2. **ALTERNATES** (*Additions to Base Bid Price*)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

\$ _____
(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

Solicitation #:
Solicitation Title:

3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include **all** costs, including labor, materials, services, regulatory compliance, overhead, and profit.

N/A

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: 30 days after purchase order issuance
- Substantial completion: 10 months from start of construction
- Final completion: 12 months from start of construction

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$ 500.

Solicitation #:
Solicitation Title:

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: _____

Name of Bidder

Signature in ink

Printed name and title of person signing on behalf of Bidder

Bidder's Contractor Registration Number

November 19, 2020

Marissa Pereira
STATE OF RI 320
56 Troop Command Camp Fogarty
EAST GREENWICH, RI 02818

RE: ENERGY INITIATIVE Pre-approval

BA Number: 8766895003 App#: 11655113

Dear Marissa Pereira:

National Grid has pre-approved your Energy Initiative rebate application for STATE OF RI 320, 56 Troop Command Camp Fogarty, EAST GREENWICH, RI. After a review of your application and a pre-installation survey of your facility, we have determined that your project will qualify for rebate payments from National Grid that will total \$71,995.20 if installed as planned.

Please note that National Grid 's rebate payment for this project is subject to numerous Terms and Conditions which are detailed on the customer report, as well as minimum requirements document:

- applicable
 not applicable

(See Minimum Requirements Document dated N/A attached). These Terms and Conditions include:

- 1. Project completion** - To be eligible to receive the incentives for this application, the project must be completed by May-19-2021 .
- 2. Completed Application** - The application form must be complete, and paid invoices (with itemized material and labor costs and equipment discounts) as well as other documentation for all installed measures should be attached.
- 3. Post-installation Verification** - Our representatives may conduct a post-installation verification of the newly installed equipment to ensure that the installation is consistent with the application as pre-approved, represents sound engineering practices and complies with the attached Minimum Requirements Document (if applicable).
- 4. Project Changes After Pre-approval** - If you decide to make a change in your project after pre-approval you must notify us prior to beginning installation. We will determine whether the proposed change will require any revision to your application or incentive as pre-approved.

Please call me if you have any questions. Thank you for your support of our programs.

Sincerely,

Jerome Drummond

Jerome Drummond
Energy Solutions Services



**Rhode Island Army National Guard
Construction and Facilities Maintenance Office
2841 South County Trail
East Greenwich, RI 02818**

RFP #

TITLE: Camp Fogarty Armory (56 Troop Command) LED Lighting Retrofit

Pre-bid meeting: Wednesday, March 17th at 2pm

Due to the COVID-19 pandemic, vendors arriving at the Camp Fogarty Regional Training Site at 2841 South County Trail, East Greenwich, RI 02818 must follow the updated procedures when arriving on-site:

- Proceed to the Guard Shack upon arrival to the training site;
- Once at the Guard Shack, inform the Guard that you are on site to attend the Camp Fogarty Armory Lighting Pre-Bid Meeting at 2PM;
- The Guard will then direct you (in your vehicle) to the COVID-19 screening tent where you will answer a series of questions regarding the virus, have your temperature taken and given a pass;
- Once you complete the screening you will drive forward and through the parking lot on your left (which also serves as the exit for the screening);
- You will then cross South Range Rd to the Camp Fogarty Armory, Building 230 (a single story brick facility). You may park anywhere in that parking lot, we will meet in front of the facility at 2PM.

Please see attached map on the next page for reference of guard shack, COVID-19 screening location, and parking. The line shows the path you will follow once you arrive on site.



STATE OF RHODE ISLAND

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

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.ridop.ri.gov

DIVISION OF PURCHASES INSTRUCTIONS TO BIDDERS PUBLIC WORKS CONSTRUCTION (PWC)

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.ridop.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.

Comprehensive Review and Inspection

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

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.ridop.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.

Prebid Conference

At the discretion of the State Purchasing Agent, a pre-bid conference - mandatory or non-mandatory - may be held. Bidders must attend a mandatory pre-bid conference and are encouraged to attend a nonmandatory pre-bid conference. The bidder's representative must register with the Division of Purchases at a mandatory pre-bid 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 Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. 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 Bid Form, Bid Surety, IRS Form W-9, signed General Contractor Apprenticeship Certification, if applicable, 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 "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Division of Purchases and date-stamped receipted 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.

Bid Price

The bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda. The costs of alternates shall not be included in the calculation of the Base Bid Price. The bidder shall separately provide the cost for each alternate listed in the Bid Form. The cost for each alternate must be designated as an addition to, or subtraction from, the Base Bid Price. Alternates will be selected, if any, by the Division of Purchases in the order of priority listed in the Bid Form.

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. 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.

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:

Solicitation Number_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.

*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 Bid Form. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the Division of Purchases 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.

Payment and Performance Bonds

The successful bidder must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

Prevailing Wages

For contracts priced under \$1 Million

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.

For contracts priced \$1 Million or More

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, submit certified weekly payroll forms on a monthly basis to the user agency, and maintain a certified prevailing wage daily log at the project site. 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.

Apprenticeship

If the value of the project pursuant to this solicitation is at least \$1 Million (including all alternates), the successful bidder must employ apprentices on this project (in accordance with the apprentice to journey person ratio for each trade approved by the State Apprenticeship Council. The bidder must complete, sign, and submit the General Contractor Apprenticeship Certification Form, included in the solicitation, with the bid proposal.

The successful bidder will also be required to complete, sign, and submit the General Contractor Apprenticeship Re-Certification and Certification Form following receipt of the tentative letter of award, and, in addition, each subcontractor must complete, sign, and submit to the successful bidder the Subcontractor Apprenticeship Certification Form prior to the commencement of any work on the project pursuant to this solicitation.

Specific information about apprentice occupations and apprenticeship requirements is available on the Rhode Island Department of Labor and Training website at www.dlt.ri.gov/apprenticeship.

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 this 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 work 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 copy of an endorsement and 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 30 days' advance notice of cancellation, nonrenewal, or material change in coverage (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:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	\$1 Million each occurrence (inclusive of both bodily injury and property damage)
	\$1 Million products and completed operations aggregate
	\$1 Million general aggregate

Comprehensive General Liability coverage shall include:

- 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 non-owned and/or hired vehicles and equipment

Workers Compensation

Coverage B \$100,000

Environmental Impairment \$1 Million or 5% of contract amount,
("pollution control") whichever is greater

Builder's Risk Contract amount

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

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 this requirement is available at www.diversity.ri.gov/eoo/eoophagehome.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.ridop.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

The form of agreement the successful bidder will be required to execute is included in the solicitation. 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 General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Preparation Checklist, the Bid Form, the Bidder Certification Cover Form, the Agreement, 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

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 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

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

TTY via RI Relay 711

Page 1 of 7



Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

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

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 journey person 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

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

TTY via Rf Relay 711



STATE OF RHODE ISLAND

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

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.

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
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 _____