



Solicitation Information
DATE: June 17, 2019

RFQ: #7598813

TITLE: On-Call Roof Repair and Maintenance Service – Statewide, MPA 64/CR-89

Submission Deadline:
DATE: July 15, 2019

TIME: 10:00 AM (ET)

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions3@purchasing.ri.gov. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: NO
BOND REQUIRED: NO

Gary P. Mosca,
Chief Buyer

Applicants must register on-line at the Division of Purchases' Website at www.ridop.ri.gov

Note to Applicants:

Offers received without the entire completed "RIVIP" Bidder Certification Cover Form" attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

INTRODUCTION:

The State of Rhode Island (the “State”), by and through its Division of Purchases (the “Division”) on behalf of all State agencies (“User Agencies”), solicits to retain one or more vendors to participate on a Master Continuous Recruitment (CR) list to provide Master Price Agreement (“MPA”) proposals from licensed roofing vendors (“Contractors”) who are experienced to execute and complete roof repair work in commercial, industrial, and residential facilities in accordance with the terms of this request for quote (“RFQ”) and the Division’s General Conditions of Purchase, which may be obtained at www.purchasing.ri.gov .

The intent is to obtain the most cost-effective services for the State while maximizing the quality and level of service. The State is seeking qualified contractors to provide labor, materials, services, skills, supervision and necessary tools and equipment to perform all required tasks of this solicitation. Qualified companies must have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

This solicitation is being conducted under the State’s Continuous Recruitment (CR) process. A Continuous Recruitment, is not an invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

Bidders will be selected based upon their fulfillment of the minimum qualifications listed in this Continuous Recruitment (CR), any added value features, the completion of all Required Forms as listed in this CR that contracting with the Bidders will provide the “best value” to the State of Rhode Island.

If awarded, the term of the CR contract shall commence on or about October 1, 2019 and expire September 31, 2024 (inclusive of renewal options) unless terminated, cancelled, by the Division. It is anticipated that a contract agreement will be awarded to multiple vendors.

✚ Proposals may be submitted from initial submission deadline (***July 15, 2019 @ 10:00am) until August 31, 2022 at 10:00 am.***

✚ Contract Term: ***October 1, 2019 to September 31, 2024***

The State of Rhode Island reserves the right to re-open the Continuous Recruitment (CR) during the term of the contract if it is determined to be in the best interest of the State. After the initial selection process under this CR, the State may allow bidders an opportunity to submit proposals at a time specified by the State during the contract term. Proposals (responses to the CR) will be reviewed and evaluated and additional vendors may be added to the pre-qualified list upon completion of the qualification and evaluation process outlined in this CR and selection by the State. Contracts awarded as a result of the reopening will run concurrently with other awarded contracts under CR 89 and will be subject to the same terms and conditions.

CR-89 vendors may be utilized by any State agency. In addition, CR-89 vendors may be utilized by quasi-public agencies, Rhode Island municipalities, and the Legislative and Judicial branches of State government at their own discretion. Placement of vendors on a CR 89 is no guarantee of future business. All ordering and billing shall be between the vendor and the user agency. Services are sought on an “as-needed” basis. Once need has been determined, utilization by the user agency will be based on a number of factors, including, but not limited to price, expertise, and availability.

It is anticipated that a price agreement will be awarded to multiple vendors.

The initial term of this CR will be for five (5) years. This work will be done on behalf of programs and projects associated with any of the State’s agencies, including municipalities, as described elsewhere herein, and in accordance with the terms of this request and the State’s General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases’ homepage by Internet at <http://www.purchasing.ri.gov>.

It is envisioned that a price agreement will be awarded to one or more vendors. The specific scope of work will be determined by the needs of the using agency, as with any CR, a using agency would create its own release / direct purchase order specifying the items, quantities and pricing ordered, and would thus be responsible to finance the required services. No Vendor shall provide services or begin work unless and until a valid Purchase Order approved by the Agency has been issued and received by Vendor. A Vendor will not be entitled to any payment for services rendered or work completed outside of this policy... There is no guarantee of any level of spending activity to a vendor or vendors selected for this CR.

Any contract award(s) resulting from this solicitation shall be subject to the State Purchases Act, R. I. Gen. Laws § 37-2-1, et seq., the Procurement Regulations and the General Conditions of Purchase, which are available at www.purchasing.ri.gov, as well as the terms of this solicitation.

CR’s can be utilized by any State Agency, and as a requirement of this solicitation, will also be made available to quasi-public organizations, Rhode Island municipalities, school districts, and the Legislative and Judicial Branches of Rhode Island government at their own discretion. The same offers, terms and conditions of service shall be offered to these organizations. Placement of a qualified firm(s) on a CR is no guarantee of usage. Services are sought on an “as-needed” basis.

Renewal Escalation Clause:

Renewal options will be based on an escalator from the rates established and published from the Prevailing Wage schedule (“Schedule”) located at <http://www.wdol.gov/dba.aspx#0>

In the event an increase occurs for rates listed Vendor(s) shall have the option to terminate the contract after the initial term or to proceed with the option to renew. Vendors(s) may increase their rates for the option year(s) only if a change in rate change occurs and listed on the schedule preceding that from 7/1/19. The sole change in rate cannot exceed the amount

increased from prior published rate schedule. The first option year will be based on schedule rates effective 7/1/20, the second based on schedules rates effective 7/1/21 and others proceed in

the same manner.

If the renewal is elected the Vendor shall provide to the Division a written request for an increase price adjustment that is equal to the change, as listed to that year's new schedule. The Division may, in its sole discretion, approve or disapprove the requested adjustment. Any approved adjustment shall be final and remain unchanged until the following rate schedule is published.

The categories permissible for revisions after the initial contract term are Roofer, Roofer Apprentice and Superintendent for regular/straight time, overtime & Sat./Sun/Holiday. Boom Lift, and Scissor Lift categories (including operator) pricing shall also be permitted for revisions.

No other increases or decreases will be allowed or accepted. The State reserves the right to re-solicit in its best interest.

Note: Any rate adjustment applies to published/listed rate change only. Increase for overhead and profit are not permitted.

Example: (Current Rate \$36.83 – Fringes 58.39%= \$58.33 Rate) New schedule (Option Year Rate \$37.00 – Fringes 59%=\$58.83) Rate increase +0.17

Rate schedule published as of July 1st of each year will be confirmed by the RI Department of Labor and Training.

Notwithstanding the above, the State reserves the right not to award a contract resulting for an agency mini-bid on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Contractors may be required to perform any or all of the services specified herein. Contractors shall enter into a contract with the State consistent with the terms of this MPA and responses thereto.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

1. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this RFQ, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
3. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
4. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
5. It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.
6. All proposals should include the vendor's FEIN or Social Security number as evidenced by an IRS Form W9, downloadable from the Division's website at www.purchasing.ri.gov.
7. The purchase of services under an award made pursuant to this RFQ will be contingent on the availability of funds.
8. Vendors are advised that all materials submitted to the Division for consideration in response to this RFQ shall be subject to the Rhode Island "Access to Public Records Act", R. I. Gen. Laws § 38-2-1, *et seq.* shall be without exception, and shall be available for public inspection upon request once an award has been made.
9. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFQ.
10. "Equal Employment Opportunity Act", R.I. Gen. Laws § 28-5.1-1 provides as follows: (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent,

in employment, public services, grants and financial assistance, and in state licensing and regulation.

11. In accordance with R.I. Gen. Laws § 7-1.2-140, no foreign corporation, (a corporation without a Rhode Island business address), shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
12. Vendors must comply with the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website www.mbe.ri.gov

BACKGROUND:

The Work will entail the installation and modification of miscellaneous roof repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services ("Projects") may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an "as needed, when requested" basis. This request for proposals does not guarantee that the State will utilize any contractor for a minimum/maximum amount of time or for a minimum/maximum dollar value over the term of the MPA contract.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

SCOPE OF WORK:

General Scope of Work

Contractor will provide roof repair/installation, including labor and equipment, for all State agencies, facilities buildings owned or occupied by the State of Rhode Island including but not limited to all State Educational Facilities as needed.

The Contractor shall provide all labor, materials, equipment, supervision and insurance necessary to execute and complete the work.

Contractors must have an understanding of the operation and maintenance of tools and equipment of the trade.

Contractors must establish and maintain effective working relationships with those contacted in the course of the Project such as customers, project managers, inspectors, and other crafts, including assisting others and working cooperatively.

Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.

Perform repairs using the same system that already exists unless directed, in writing by State agency to use a specific alternate system to patch/repair.

Upon requests by State Agencies survey contractors are required to survey the deteriorated or defective roof and make the necessary test cuts and lab tests to assert type, quantities, hazardous material and the extent and degree of damage, and possible contents of hazardous materials. Submit the test results and written detailed estimate, including a schedule for starting and completion of work to the State agency project supervisor for approval.

Contractors shall be responsible for properly disposing of any materials, debris, garbage or equipment removed or replaced from the job site upon completion of the project. During construction, the contractor shall keep the area in as orderly a condition as possible, being sure to remove all loose debris daily. In addition, any areas disturbed or damaged must be restored to their original condition.

Staging area(s) for repair operations will be agreed upon between owner and contractor.

The Contractor is responsible for providing all required temporary office space to perform work.

It is the Contractor's responsibility to keep the building watertight and free from leakage during the roof repair work, protect existing building construction and be responsible to repair and pay for all damage caused by it to the building's contents, existing construction, etc.

The Contractor shall apply, install, connect, erect, use, clean and condition manufactured articles, materials, fixtures and equipment in accordance with the manufacturer's printed directions.

The Contractor is responsible for all errors of fabrication and for proper and correct fitting together of all items of material and equipment to furnish a complete and satisfactory roofing installation.

Areas will be indicated where cranes or other material may be located and where materials may be stored pending their use. Temporary storage facilities will be designated by the State. No other areas of the construction site, including the rooms of the subject building, will be used for storage without approval of the using State agency representative.

Protective hardbound materials, equivalent in strength to 3/4" plywood, shall be placed over the existing roof in areas where required and shall be held in place securely. This surface is intended as a walking surface only and shall not be used for storage of materials, tools or other equipment.

Any area that is damaged, marred, scarred or otherwise damaged shall be restored to its original

condition by the Contractor at no cost to the State.

All facilities that are occupied all noise, dirt, dust and fumes must be kept to a minimum to avoid business interruption.

On a daily basis, the Contractor is to advise the using State agency representative as to the area the contractor will be working.

A work schedule must be presented to the State representative.

The Contractor is required to conduct his own understanding of the facility to be repaired. Any and all leaks that develop during repairs are to be located and repaired by the contractor. Contractor will have on call a roofing mechanic or mechanics should a leakage problem develop. This includes weekends, evenings and holidays.

The Contractor will provide the State agency representative with the telephone numbers of people to contact should a problem arise, and emergency contact information.

Once a roofing project has been awarded, the Contractor shall provide adequate manpower to execute the roofing project efficiently and in a continuous manner. The Contractor is to remain on the job on all workable days until completion.

All openings are to be completed the same day.

Roofing materials are to be dispersed over the roof surface so as not to overload any one deck area. All materials are to be covered and protected against the elements.

For all roof repairs, the Contractor must locate and repair all leaks and the building(s) must be free of leaks at the completion of the roofing project.

For all roof repairs, the Contractor is understood to have given a personal guarantee stating that all materials used are of first quality and that the Contractor guarantees its applications against actual leakage resulting directly for faulty workmanship and/ or materials for a period of one (1) year. This is an addition to any guarantee and/ or warranty given by the manufacture of the roofing materials used.

All OSHA safety requirements are to be followed with regard to worker safety on pitched and low pitched roofs. The Contractor is responsible for following all OSHA and work safety procedures.

No materials containing asbestos are to be used on a roofing project.

Contractors must respond to service calls if requested by a User Agency and be available 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Response time to emergencies and routine request is expected to be timely, and proposals will be reviewed in part on the Contractor's ability to provide such "on-call" service and by written commitment to respond timely to both scheduled and emergency situations. Contractors must send a qualified personnel to the User Agency location and supply all necessary tools, equipment, and replacement parts to perform repairs or diagnose the problems. Such supplies, materials and shall be of the highest quality and the cost of such shall be billed as reflected in the bid document.

Contractor(s) must respond as requested by the Eligible Entity:

- i. Emergency calls – Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.
- ii. Service calls – Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the User Agency.

Contractors must be able to make preliminary assessments of problems based upon the telephone communications with the User Agency.

Contractors must receive prior approval from the User Agency to perform any and all projects including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and contractors shall not be compensated for such services. In addition Contractors shall be held accountable for any unauthorized services and responsible for compensating the User Agency if any damage occurs. User Agencies the contracting authority shall be responsible for requesting Contractor service and compensating Contractors.

Contractors shall be responsible for cleaning the work area after the Project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition.

Contractors shall be responsible for informing designated User Agency personnel to status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates and accrued and project costs.

Contractors shall be required to complete User Agency “time-in/time-out logs. All Projects related work is to be coordinated through designated User Agency personnel. In addition, a suitable Contractor work order form shall be maintained by the User Agency documenting Contractor personnel on the Project site, together with start and completion times. The Contractor representatives must sign the work order form and retain a copy for his/her files. Work order forms shall be used for verifying billable hours.

Contractors must be located within 60 miles of Rhode Island.

Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.

In addition to license requirements, Contractors responding to this solicitation must certify that all work/services performed for User Agencies shall be performed by a contractor holding valid Rhode Island Roofing Contractors License. Upon issuance of tentative award notice Contractors will be required to submit valid Rhode Island Roofing Contractors License.

Each bidder must be a manufacture and/or distributor/dealer certified and/or trained as required to be completely familiar with the product and process required to complete roofing repairs. The State Reserves the right to require references of previous satisfactory completion of similar work prior to award or anytime during the term of the contract.

PRICE AND RELATED FACTORS:

Fixed Fee Lump Sum Award:

*This method will apply to those projects that have a defined scope of work.

No individual Project shall exceed the maximum cost of fifty thousand dollars (\$50,000). A minimum of three (3) written quotes will be required from user agency. The Contractor shall submit a properly itemized proposal covering the requested Work. This proposal shall be itemized to include the various components of work and shall be segregated by labor, materials and equipment in a format satisfactory to the User Agency. Any amount in excess of the maximum dollar amount must be reviewed and receive authorized by the Division. The Division reserves the right to solicit quotes from all Contractors for any project regardless of its estimated value. Contractors must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of the User Agency. The quotation shall be provided within three (3) business days of the original request, and shall include a detailed summary in accordance with the MPA contract rates. The User Agencies shall be under no obligation to pay for Work done without prior approval and the State may at its sole option request alternative quotations.

Time and Materials Award:

*This method is for those projects or special tasks for which the specifications are uncertain or difficult to determine in advance.

Representative Examples:

- Leak testing
- Evaluate and identify source of leaks

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

Contractors shall submit an itemized proposal to User Agencies which include the various components of work/services for a Projects segregated by labor, materials and equipment in a format satisfactory to User Agencies. The allowable markup for indirect overhead and profit on all items shall be limited to 15%. The Owner shall be entitled to any and all material or trade discounts (off list prices) that the vendor receives. Material quotes or invoices shall provide the discounted rate.

In the event a time and materials option has been deemed in the best interest of the State a not to exceed amount must be provided by the Contractor to the Agency.

Each task will be assigned to Contractor by an authorized Agency representative in a detailed, written work authorization.

Contractor(s) shall be required to complete an agency "time-in/time-out log when on project site. Agencies will provide a designated individual to coordinate and supervise any/all Time and Materials work orders. In addition, a vendor work order form shall be maintained by the agency documenting contractor personnel on the job site and start and completion times. The Contractors representative is required to sign the vendor work order form and retain a copy. This document will be used for verifying billable hours.

The State reserves the right to negotiate a lower price/rate from one or more of the MPA vendors and/or to request proposals/quotes based on specific requirements or quantities.

All work to be coordinated through agency staff, no job shall exceed the maximum limit of \$50,000 without expressed prior authorization by the Division of Purchases.

PROJECT QUOTE BREAKDOWN

All quotes will be submitted in writing. All quotes shall reflect the number of hours and cost per hour (normal service - straight time rate, overtime rate, weekend, holiday, and emergency) for labor and include an itemized listing of all parts, with prices, required for the job. The quote will become a firm fixed price quote.

When providing maintenance and repair services, the Owner shall be entitled to any and all material or trade discounts (off list prices) that the vendor receives. All costs for services rendered are to be included in the hourly costs of the appropriate labor categories. Shipping costs will not be paid by the State and are considered to be part of the overall cost. Contractors are reminded that they are to only include actual costs not the initial invoice(s) which may be discounted at a later date. A copy of the suppliers invoice verifying the contractors cost shall accompany all requests for payment equipment, materials and supplies. Purchases should be made at the most favorable rate available to the contractor or the State.

CONTRACTOR REQUIREMENTS:

Contractors must comply with all local, State and Federal laws, rules, obtain required permits and adhere to all regulations for electricians; possess a valid Rhode Island Roofer's Contractors License must be registered with the Rhode Island Secretary of the State Corporations Division.

Contractors shall invoice the User Agency within 30 days of a completed service call at the rates agreed to in the MPA contract.

Contractors must have been in the roof contracting business for a minimum of three (3) years to qualify. Contractors, who have not been in business for the minimum three years, must identify all substantial structural changes related to the ownership or management of their business. This includes, but is not limited to, merger, acquisition, change in control, receivership, bankruptcy, etc. If there has been any such substantial structural change, then explain in detail the reasons for such changes as well as the impact on the Contractors ability to provide the services solicited in this MPA. The State reserves the right to request additional information regarding any Contractor's response to this section to ensure that prospective Contractors have demonstrated that any such structural changes have not substantially altered the nature of the services being provided or the management and staff expertise necessary to perform the required services and repairs.

This will be verified with the Secretary of States Corporation Division or with other authorities.

OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS:

Contractors shall strictly comply with the current State and Federal occupational safety and health policies/procedures necessary to protect the health and safety of workers and the general public on all project sites.

Contractors must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this RFQ. It is the Contractor's responsibility to ensure that operations are conducted in a safe and secure manner at all times. Contractors must replace/repair, at the User Agency's sole discretion, any property damaged by Contractors during project performance.

Based on applicable security laws, regulations, and policies, User Agencies have the right to require the Contractors to comply with a range of additional requirements or standard operation procedures. Contractors must comply with such security requirements at no

additional charge to the User Agencies. User Agencies shall have the right to request background criminal investigations (BCI's) from any and all Contractor officers, directors, and employees at no additional charge to the User Agency.

Contractors shall ensure that employees are knowledgeable of all the requirements of this MPA. Contractors shall be responsible for instructing employees in safety measures considered appropriate.

Project work areas shall be secured from public access, clearly marked, and barricaded, if necessary. Project work shall not interfere with ingress or egress of normal operations by tenants, employees or vehicles. Contractors shall protect all surrounding surfaces and vegetation from damage or destruction. Contractors shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the Project. No materials or equipment shall be left on the Project site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance by the User Agency. At the completion of work, Contractor shall remove all materials, supplies, debris and rubbish and leave the Project site in a clean, acceptable condition.

EQUIPMENT, MATERIALS AND WORKMANSHIP:

Contractors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of a Project.

All equipment, materials and labor utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the work/services required for a project.

Contractors shall guarantee all workmanship and parts furnished and installed under this MPA against defect for (12) months after completion. Equipment provided with manufacturer's extended warranties shall extend this duration in accordance with manufacturer's terms and conditions. Defects will be repaired or replaced by Contractors at no expense to the User agency.

Contractors must supply all relevant warranty information and documentation to the user Agency upon Project completion.

All equipment, parts and/or supplies must be new and of the highest quality.

INSPECTION OF WORK:

All Projects related work/services shall be subject to inspection and approved by the User agency.

Acceptance or rejection of the Project shall be made as promptly as practical, but failure to accept or reject the Project shall not relieve the Contractor from responsibility for the Project related work/services.

User Agencies shall not be deemed to have accepted the Project by virtue of a partial or full payment for it.

DAMAGE AND DEFECTS:

Contractors shall use due care so that no persons are injured, or no property damaged during a Project. Contractors shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Project related work/services or caused in any other manner whatsoever by the Contractor or their employees.

User Agencies may repair the loss or damage to property caused by a Contractor during the Project. Contractors shall reimburse User Agencies for any and all costs associated with loss or damage caused by Contractor. Where, in the opinion of the User Agency, it is not practical or desirable to repair the loss or damage the User Agency may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor for the Project.

Contractors shall preserve and protect the rights of the User Agency with respect to any work/services performed under sub-contract and incorporate the terms and conditions of this MPA Contract into all sub-contracts as necessary to preserve the rights of the State and User Agencies under this MPA. The Contractor shall be fully responsible to the State and User Agencies for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Contractors.

WAGE REQUIREMENT:

Project based pricing will be inclusive of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, all applicable permits and any other costs to complete the project. The User Agencies shall provide the scope of work to the Contractors. The Contractor must provide the eligible entity with certified payroll record (prevailing wage) after completion of project.

Contractors must comply with all applicable prevailing wage requirements. Prevailing wage schedules are listed at <http://www.wdol.gov/dba.aspx#0> . The Division is not responsible for the accuracy of the information contained at that website or any third-party website.

The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the Contractors or any sub-contractor.

The wage schedule applies to all phases of the Project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.

All apprentices must be registered with the State Rhode Island Department of Labor and Training (“DLT”) Apprenticeship Training Program in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DLT, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level.

The User Agency shall not release final payment until project completion is in full compliance with the requested scope of work and accepted by the User Agency. The User Agency may request additional Project related information from the Contractor at any time. Contractors must submit all requested information to the User Agencies in a timely manner.

The hourly rates shall not be less than the prevailing wage rate.

All Work performed is to be in accordance with all governing regulatory authorities within the State of Rhode Island.

EXPERIENCE:

The roofing systems consists of all types including but not limited to Coal Tar Pitch, Asphalt, Cold Applied Built-up Roof (BUR), Modified Bitumen, Poly Vinyl Chloride (PVC), Ethylene Propylene Diene Monomer EPDM, Metal, and Concrete Coatings. The successful Proposer must be capable of repairing existing low-slope and steep slope roof.

The successful Proposer must have experience repairing or replacing similar roofing projects.

PROPOSAL SUBMISSION:

Questions concerning this solicitation may be e-mailed to the Division of Purchases at doa.purquestions3@purchasing.ri.gov. Please reference **MPA #64/CR-89** on all correspondence. Questions should be submitted as a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties is permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses should be mailed or hand-delivered in a sealed envelope marked “**MPA #64 CR - 89**” to:

***RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855***

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

RESPONSE CONTENTS

Responses shall include the following:

1. A completed and signed three-page R.I.V.I.P generated Bidder Certification Cover Form which may be downloaded from www.ridop.ri.gov
2. A completed and signed IRS Form W-9 which may be downloaded from: ridop.ri.gov.
3. Submit copy of valid Rhode Island Roofing Contractor's License.
4. Cost Pricing Sheet (Attachment A)
5. Include on a separate sheet, contact information (ie, name, phone number, email etc.) for personnel to be included and point(s) of contact for contract award.
6. Form 2013-17, Prevailing Wage Certification.

CONCLUDING STATEMENTS:

Notwithstanding the above, the State reserves the right not to accept or reject any or all proposals, and to award in its best interest.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the CR. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>

The Division's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the MPA contract award pursuant to this RFQ.

Failure to submit any required document or information may deem bid non-responsive.

End.

Solicitation 7598813, MPA 64/CR-89
Additional Terms & Conditions

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.

Costs

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

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

Solicitation 7598813, MPA 64/CR-89

Additional Terms & Conditions

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."

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

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proposal.

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

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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.

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 non-owned and/or hired vehicles and equipment

Workers Compensation

Coverage B \$100,000

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Environmental Impairment \$1 Million or 5% of contract amount, (“pollution control”) 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/eo/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.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

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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.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

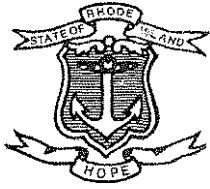
In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this

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legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor

Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS (37-13-1 ET SEQ.)

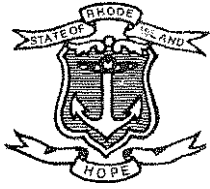
The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects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

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .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

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

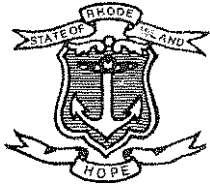
Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at www.dlt.ri.gov/pw.forms/htm, as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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TTY via Rf Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex
151I 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: _____

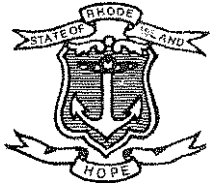
Title: _____

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

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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 _____	