



Rhode Island Airport Corporation

August 10, 2010

INVITATION FOR BIDS # 23754

FENCING AND GATE MATERIALS AND SERVICES

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking bids from qualified firms in the business of selling and repairing chain link fence, gates and gate operators. Qualified bidder(s) will be required to respond on an as needed basis. Bidders are asked to submit their qualifications, staff and equipment availability, hours of operation, and years in the fence repair and installation business. The contract award will be for one-year with two, (1) one-year extensions at the discretion of RIAC.

Sealed bids will be received at: Rhode Island Airport Corporation, Office of Administration and Finance, Attention Margaret DaSilva, Technical Support Secretary, T. F. Green Airport, 3rd Floor, 2000 Post Road, Warwick RI 02886-1533.

Due date for bids is not later than 2:00 PM August 31, 2010 at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked **Fencing & Gate Materials and Services # 23754**. RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products.

The successful bidder must hold the bid price for ninety (90) days from opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids.

Commencement of work will be required within thirty (30) days of award at: T. F. Green Airport Terminal, 2000 Post Road, Warwick RI 02886. All prices quoted are to be FOB delivery location. Payment terms are net thirty (30) days; RIAC is Tax Exempt and a certificate will be supplied as required.

Procedures respecting bids and the selection of Contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.

Guy A. De Cristofaro
Manager of Airfield Maintenance

Billy Cox
Purchasing Agent/Manager of Business
Administration

SCOPE

RIAC intends to award a contract for the purchase of fence and gate materials and services including electric gate operators

Bidders are advised that the award will be based on regular, straight time hourly rates. Overtime rates, discounts, and other miscellaneous price-related items are required for informational purposes only. Overtime rates exceeding one and one-half times the regular hourly rates for Monday through Saturday and exceeding two-times the regular hourly rate for Sundays and holidays will not be accepted.

Services may be required on a twenty-four hour "on-call" basis and as required. Only fixed hourly flat rates will be allowed as quoted, and will include administrative and general expenses, including profit allowance, overhead, travel, transportation, etc.

RIAC reserves the right to make multiple awards for this requirement and/or to reject any or all bids.

REQUIREMENTS

QUALIFICATION OF BIDDERS

Each bidder may be required, before the award of contract, to show to the complete satisfaction of RIAC that it has the necessary facilities, ability, and financial resources to furnish the service or material specified herein in a satisfactory manner. The bidder may also be required to show past history and references that will enable RIAC to be satisfied as to the bidder's qualifications. Failure to qualify according to the foregoing requirements will justify bid rejection by RIAC.

PERMITTING

The contractor is responsible to comply with all licensing or state permits required for services performed. A copy of all licenses/permits should be submitted with this bid. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island License, shall be performed by an individual holding a valid Rhode Island License.

LABOR RATES

Payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and sub-contractors. The prevailing wage table may be obtained at the RI division of purchases home page by internet at: www.purchasing.state.ri.us . Select Information then select prevailing wage table.

No charges other than parts and labor on the job will be permitted, no travel, mileage, miscellaneous charges or portal to portal will be allowed.

PROJECT MANAGER

The performance of the contractor is subject to the review and approval of the RIAC Manager of Airfield Maintenance; however, it shall be the responsibility of the contractor to manage the details of the execution and performance of its work under the contract documents.

EXTENSION OF CONTRACT

Upon written agreement of both parties at least 30 days prior to the expiration of the Contract, this contract may be extended for a one(1) year period under the same terms and conditions as the original contract for a maximum of two (2) one (1)-year periods at RIAC's sole discretion.

PAYMENT TERMS

Payment terms will be recorded by RIAC as net thirty (30) days. RIAC will pay the contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Manager) invoice approved by the Project Manger describing completed work which is reasonable and allocable to the contract, or the date of receipt of the entire order, or the date of acceptance of the work which meets the contract requirements, whichever is later. Payments will be made by RIAC for goods or services furnished, delivered, inspected, and accepted upon receipt of invoices submitted on the date of shipment or delivery of service, subject to applicable payment terms. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate. Unless otherwise specified herein, payment shall not be made prior to delivery and acceptance of the entire order by RIAC.

UNSATISFACTORY WORK

If any of the work done, or material or equipment provided, by the contractor is unsatisfactory to RIAC, the contractor shall, on being notified by RIAC, immediately remove at the contractor's expense such unsatisfactory work or material or equipment and replace the same with work or material or equipment satisfactory to RIAC. In the event the contractor fails within fifteen (15) days after receipt of written notice to remove improper or unsuitable work or material or equipment and replace it with suitable and satisfactory work or material or equipment, RIAC shall have the right, but not the obligation, to remove the rejected work or material or equipment and replace it with proper work or material or equipment at the expense of the Contractor. This paragraph applies during the contract term and during any warranty or guarantee period. RIAC shall be entitled to offset such expense against any sums owed by RIAC to the contractor under this contract.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the contract terms and conditions, RIAC, after due oral or written notice, may procure the goods or services from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by RIAC. This remedy shall be in addition to any other remedies, which RIAC may have. RIAC shall be entitled to offset such costs against any sums owed by RIAC to the contractor.

APPLICABLE LAW

This contract and the work performed hereunder shall be governed in all respects by the laws of the State of Rhode Island. In performing the work under this contract, the contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

Contractor must be licensed in the State of Rhode Island.

GENERAL INSURANCE REQUIREMENTS:

The contractor shall be prepared to carry and maintain in full force and effect for the duration of any contract, and any supplements thereto, the insurance specified below. The contractor will be expected to submit to RIAC a certificate of insurance indicating the existence of the coverage required at the time of contract negotiations for a specific project or service. Should insurance coverage not be documented by the contractor at time of contract negotiations, RIAC has and maintains the right to consider the firm non-responsive and to terminate contract negotiations, if necessary.

The contractor shall ensure that insurance shall be provided by or on behalf of all sub-contractors to cover services performed under any contract, and included in all subcontracts. The contractor shall not be issued the Notice to Proceed until evidence of the insurance coverage required has been received, reviewed, and approved by RIAC for the contractor and any sub-contractor proposed for the project.

The contractor shall provide and maintain, at his own cost, the following minimum insurance:

- a. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- b. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- c. General Liability limits of \$1,000,000 per occurrence.
- d. Umbrella Liability limits of \$10 million excess of \$1,000,000 primary layer for airfield services, otherwise \$5,000,000
- e. On all policies of insurance, RIAC, the State of Rhode Island and/or its designated representative shall be named as additional insured, except for Errors and Omissions insurance and Worker's Compensation.

Contractor shall be responsible for and maintain property insurance coverage and expenses to cover tools, equipment, and material not yet permanently installed which are owned, rented or borrowed.

All policies shall be written by insurance companies with an A.M. Best rating of "A" or better and licensed to do business in the State of Rhode Island and be acceptable to RIAC.

"General Liability General Aggregate is per Project."

It shall be the responsibility of the contractor to ensure that all subcontractors comply with the same insurance requirements that they are prepared to meet.

Additional Insured - RIAC, its officers, elected and appointed officials, and employees shall be named as an additional insured in the contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - A thirty (30) day notice of cancellation or non-renewal in writing shall be furnished by the Contractor's insurance carrier(s) or insurance agent(s) to RIAC.

Contract identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability -- \$500,000 Combined Single Limit (Owned, non-owned and hired).

The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by RIAC shall be construed as relieving or excusing the contractor from any liability or obligation imposed upon the contractor by the provisions of the contract documents.

The contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The contractor shall be as fully responsible to RIAC for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to RIAC.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION AND IDENTIFICATION REQUIREMENTS

Contractors must indicate that it will attempt to comply with all applicable Federal, State and Local regulations and laws, including an Affirmative Action Program and any Disadvantaged Business Enterprise (DBE) program goals established for this project. A Disadvantaged Business Enterprise (DBE) participation goal of 10.69% has been established for this contract. Preference may be given to DBE firms qualified to perform the required services.

FEDERAL CONTRACT REQUIREMENTS

Procurements made under the Airport Improvement Program (AIP) shall comply with required Federal provisions established by law and statutes. The requirements for Professional Services (CONSULTANT) contracting are:

Civil Rights Act of 1964, Title VI - Contractor Contractual Requirements - 49 CFR Part 21/AC 150/5100-15,

Airport and Airway Improvement Act of 1982, Section 520 - Title 49 U.S.C. 47123/AC 150/5100-15, Para. 10c,

Disadvantaged Business Enterprise - 49 CFR Part 26,

Contract Assurance (§26.13) The contractor or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or such other remedy as the recipient deems appropriate.

Lobbying and Influencing Federal Employees - 49 CFR Part 20,

Access to Records and Reports - 49 CFR Part 18.36/FAA Order 5100.38,

Breach of Contract Terms - 49 CFR Part 18.36,

Rights to Inventions - 49 CFR Part 18.36/FAA Order 5100.38,

Trade Restriction Clause - 49 CFR Part 30/FAA Order 5100.38,

Veteran's Preference - Title 49 U.S.C 47112/AC 150/5100-6d,

Termination of Contract - 49 CFR Part 18.36/FAA Order 5100.38, and

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - 49 CFR Part 29/FAA 5100.38.

**INVITATION FOR BIDS # 23754
FENCING AND GATE MATERIALS AND SERVICES
RESPONSE FORM**

Responses are due **not later than 2:00 PM August 31, 2010**. Attention: Margaret DaSilva, Technical Support Secretary, T. F. Green Airport, 3rd Floor, 2000 Post Road, Warwick, RI 02886. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; Is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered, they have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

Firm Name _____

Contact _____

Signature _____ Title _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Taxpayer I.D. Number _____

Company Web Site Address _____ E-Mail _____

General Nature Of Business _____

Type or Organization (check one):

Sole Proprietorship _____ Partnership _____ Incorporated _____ Public Corporation _____ Private Corporation _____

Minority Business Enterprise _____ Woman-Owned Business Enterprise _____
Small Business Enterprise _____

Manufacturer ___ Distributor ___ Retail ___ Dealer ___ Service ___

Number Of Locations _____ Number Of Persons Employed _____

We Acknowledge Receipt Of These Addenda: No. _____, Dated _____; No. _____, Dated _____

Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island. If so indicate dates and explanation for such.

ALL vendors interested in responding MUST provide the following requested information in this format. Additional information may be included on accompanying sheets if necessary.

1. Any additional information necessary to assist RIAC in evaluating your bid may be listed here.

2. Provide references from at least (3) companies, which have received the proposed or similar services.

- a. Name of Facility, Group, Organization or Firm _____
Address _____ Contact Person _____
Phone Number; _____
- b. Name of Facility, Group, Organization or Firm _____
Address _____ Contact Person _____
Phone Number _____
- c. Name of Facility, Group, Organization or Firm _____
Address _____ Contact Person _____
Phone Number _____

3. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

4. Pricing

A single price shall be quoted for each item against which a bid is submitted. This price will be the maximum in effect during the contract period. Any price decline at the manufacturer's level shall be reflected in a reduction of the price to RIAC.

Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the contract term. Deliveries shall be billed at the single, firm, awarded unit price quoted regardless of quantities ordered.

Bid prices are FOB destination and shall include inside delivery at no extra cost.

Bids for single items and/or a small percentage of total items listed, may, at the option of RIAC, be rejected as being non-responsive.

Hourly rate applies to hours worked on the job from 8:00 AM – 5:00 PM Monday through Friday.

Overtime rate applies to all other hours including Saturday, Sunday, and holidays.

1. Labor shall be provided at \$ _____ per hour, per person during normal working hours.
2. Labor shall be provided at \$ _____ per hour, per person during weekends and holidays.
3. Parts and Materials shall be provided at list price less _____ percent.
4. Gate operators in use at RIAC are Power Master model SGI 2004. Gate operators must include chains, chain mounting hardware, one safety access loop, one safety exit loop, instruction manuals and wiring diagrams. RIAC will have an immediate need for seven operators as follows:

Award determination will be based on Item 1 In the event of a tie bid, informational items in relation to overtime and/or materials pricing will be considered to break the tie.

Bidder may submit additional information covering experience, qualifications, facilities, contracts with other local governments or corporation, or any other information which would assist RIAC in evaluating bidder's capabilities.

"NO BID" RESPONSE FORM

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list. In order to ensure that the Airport file has current information, or if you wish to be added to Airport's Vendor Listing, you must also return the Certificate of Familiarity form completed in its entirety.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

Company Name (as registered with the IRS)

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Date

_____/_____
Telephone/Fax

TERMS AND CONDITIONS

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, contractors, engineers, and contractors, must comply with all applicable federal, State laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews will become, and are to be considered, a part of the final, completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Prices offered may not be withdrawn for a period of 90 days immediately following the opening of this Bid. Prices MUST also be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your proposal.
9. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
10. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
11. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, employees and contractual third parties harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.

12. Payment of the seller's invoices is subject to adjustment.
13. The Bidder agrees that:
 - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
 - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
 - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
 - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
 - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor."
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
16. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within 10 days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.
17. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.
18. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
19. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.

20. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
21. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but can not guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
22. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
23. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.)
24. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Agent, or his designee, in consultation with RIAC Counselor, may reject their bid.
25. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).
26. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the

positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;

- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §§36-14-16, 17 and 18.

27. E-Verify - Please include in your submission a statement from an authorized representative of your firm/business certifying as follows:

"I/we certify that I/we have registered to utilize the E-Verify program (www.dhs.gov/E-Verify) to ensure compliance with federal and state law. I understand and agree that I am required to continue to utilize the services of the E-Verify program for as long as I continue to business with Rhode Island Airport Corporation. I further understand that my failure to continue to utilize the services of the E-Verify program will adversely affect my ability to continue to business with Rhode Island Airport Corporation now and in the future."

If your firm is awarded a contract under this IFB you will be required to provide additional documentation to RIAC demonstrating that you have registered with the E-Verify program.