

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7448088A9

**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATIO

**Opening Date & Time:** 1/24/2011 3:00 PM

**RIVIP Vendor ID #:** 44599

**Vendor Name:** Parkside Utility Construction Corp.

**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA

**Telephone:** (401) 944-1919

**Fax:** (401) 944-3434

**E-Mail:** dcalabro@parksideutil.com

**Contact Person:** Daniel Calabro Sr.

**Title:** Vice - President

**R.I. Foreign Corp #:**

\*\*\*NOTICE TO VENDORS\*\*\*

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contactors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeymen ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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\_\_\_\_\_  
\_\_\_\_\_

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

 Date 01/19/2011  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)  
DANIEL CALABRO VICE - PRESIDENT Print  
Name and Title of company official signing offer

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7448088A8  
**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATION  
**Opening Date & Time:** 1/24/2011 3:00PM  
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**Vendor Name:** Parkside Utility Construction Corp.  
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Johnston, RI, Pr 02919-5600  
USA  
**Telephone:** (401) 944-1919  
**Fax:** (401) 944-3434  
**E-Mail:** dcalabro@parksideutil.com  
**Contact Person:** Daniel Calabro Sr.  
**Title:** Vice - President  
**R.I. Foreign Corp #:**

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4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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Revised: 12/29/2010

RIVIP Certification Form Page 2 of 3

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

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**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

**A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.**

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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\_\_\_\_\_  
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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

  
\_\_\_\_\_  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 01/18/2011

DANIEL CALABRO VICE - PRESIDENT \_\_\_\_\_ Print  
Name and Title of company official signing offer

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7448088A7  
**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATIO  
**Opening Date & Time:** 1/24/2011 3:00 PM  
**RIVIP Vendor ID #:** 44599  
**Vendor Name:** Parkside Utility Construction Corp.  
**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA  
**Telephone:** (401) 944-1919  
**Fax:** (401) 944-3434  
**E-Mail:** dcalabro@parksideutil.com  
**Contact Person:** Daniel Calabro Sr.  
**Title:** Vice - President  
**R.I. Foreign Corp #:**

\*\*\*NOTICE TO VENDORS\*\*\*

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.



State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7448088A6

**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATIO

**Opening Date & Time:** 1/20/2011 11:00 AM

**RIVIP Vendor ID #:** 44599

**Vendor Name:** Parkside Utility Construction Corp.

**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA

**Telephone:** (401) 944-1919

**Fax:** (401) 944-3434

**E-Mail:** dcalabro@parksideutil.com

**Contact Person:** Daniel Calabro Sr.

**Title:** Vice - President

**R.I. Foreign Corp #:**

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**4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

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Revised: 12/29/2010

RIVIP Certification Form Page 2 of 3

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

*Daniel Calabro*  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 01/14/2011

DANIEL CALABRO VICE - PRESIDENT Print  
Name and Title of company official signing offer

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7448088A5  
**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATIC  
**Opening Date & Time:** 1/20/2011 11:00 AM  
**RIVIP Vendor ID #:** 44599  
**Vendor Name:** Parkside Utility Construction Corp.  
**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA  
**Telephone:** (401) 944-1919  
**Fax:** (401) 944-3434  
**E-Mail:** dcalabro@parksideutil.com  
**Contact Person:** Daniel Calabro Sr.  
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**R.I. Foreign Corp #:**

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2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

#### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

#### SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

Revised: 12/29/2010

RIVIP Certification Form Page 2 of 3

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES  
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS  
Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.



Date 01/06/2011

Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

DANIEL CACABRO

VICE-PRESIDENT

Name and Title of company official signing offer

Print

**State of Rhode Island and Providence Plantations Contract Offer  
RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - VENDOR INFORMATION**

**Bid/RFP Number:** 7448088A4  
**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATION  
**Opening Date & Time:** 1/20/2011 11:00 AM  
**RIVIP Vendor ID #:** 44599  
**Vendor Name:** Parkside Utility Construction Corp.  
**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA  
**Telephone:** (401) 944-1919  
**Fax:** (401) 944-3434  
**E-Mail:** dcalabro@parksidutil.com  
**Contact Person:** Daniel Calabro Sr.  
**Title:** Vice - President  
**R.I. Foreign Corp #:**

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.  
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments.

Except when access to the Web Site has been severely curtailed and it is determined by the Rhode Island State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

**2.2. PRICING.** Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

**2.3. DELIVERY and PRODUCT QUALITY.** All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

**2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.**

**2.4.1 Prevailing Wage and OSHA Safety Training Requirements.** The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

**2.4.2 (a) Apprenticeship.** Rhode Island General Laws 37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

**2.4.2(b)** in addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws 37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

**2.5. PUBLIC RECORDS.** Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

**SECTION 3. AWARD DETERMINATION.**

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

**3.1. BID SURETY.** Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

**3.2. SPECIFICATIONS.** Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

**SECTION 4 – CONTRACT PROVISIONS.**

**4.1. VENDOR AUTHORIZATION TO PROCEED.**

**4.1A.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

**4.1B.** Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

**4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

**4.2A ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**4.3. EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

**4.4. PERFORMANCE BONDS.** Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

**4.5. DEFAULT.** After an award has been made, failure to meet all requirements of the solicitation for an offer may result in a determination of default.

**4.6. COMPLIANCE.** Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

**4.7. SPRINKLER IMPAIRMENT AND HOT WORK.** The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

Revised: 3/12/2010

RIVIP Certification Form Page 2 of 3

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes(Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the e-verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

  
 Vendor's Signature: (Person authorized to enter into contracts; signature must be in ink.) Date 12/23/2010  
DANIEL CALABRO VICE - PRESIDENT  
 Print Name and Title of company official signing offer

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7448088A3  
**Bid/RFP Title:** RFP- ARRA- CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATIO  
**Opening Date & Time:** 1/20/2011 11:00 AM  
**RIVIP Vendor ID #:** 44599  
**Vendor Name:** Parkside Utility Construction Corp.  
**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA  
**Telephone:** (401) 944-1919  
**Fax:** (401) 944-3434  
**E-Mail:** dcalabro@parksideutil.com  
**Contact Person:** Daniel Calabro Sr.  
**Title:** Vice - President  
**R.I. Foreign Corp #:**

\*\*\*NOTICE TO VENDORS\*\*\*

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### SECTION 4 – CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

Revised: 12/29/2010

RIVIP Certification Form Page 2 of 3

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES  
ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS  
Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wellands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. 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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

  
\_\_\_\_\_  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

Date 12/17/2010

DANIEL CALABRO VICE - PRESIDENT Print  
Name and Title of company official signing offer

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

**Bid/RFP Number:** 7448088A2  
**Bid/RFP Title:** RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATI  
**Opening Date & Time:** 1/14/2011 11:00 AM  
**RIVIP Vendor ID #:** 44599  
**Vendor Name:** Parkside Utility Construction Corp.  
**Address:** 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA  
**Telephone:** (401) 944-1919  
**Fax:** (401) 944-3434  
**E-Mail:** dcalabro@parksideutil.com  
**Contact Person:** Daniel Calabro Sr.  
**Title:** Vice - President  
**R.I. Foreign Corp #:**

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**SECTION 2 - REQUIREMENTS**

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

**Section 2.1 - RULES FOR SUBMITTING OFFERS**

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.  
Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments.

Except when access to the Web Site has been severely curtailed and it is determined by the Rhode Island State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

**2.2. PRICING.** Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. **PRICES QUOTED ARE FOB DESTINATION.**

**2.3. DELIVERY and PRODUCT QUALITY.** All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

**2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.**

**2.4.1 Prevailing Wage and OSHA Safety Training Requirements.** The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the Information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

**2.4.2 (a) Apprenticeship.** Rhode Island General Laws 37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

**2.4.2(b)** In addition to executing this certification, the general contractor shall be responsible for requiring that all subcontractors on the awarded project certify their compliance with R.I. Gen. Laws 37-13-3.1 prior to allowing the subcontractor to commence work on the awarded project. The general contractor shall be responsible for submitting the subcontractors compliance certification to the Division of Purchases after the contracts are finalized between the contractor and subcontractor.

**2.5. PUBLIC RECORDS.** Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### **SECTION 3. AWARD DETERMINATION.**

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

**3.1. BID SURETY.** Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

**3.2. SPECIFICATIONS.** Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### **SECTION 4 – CONTRACT PROVISIONS.**

**4.1. VENDOR AUTHORIZATION TO PROCEED.**

**4.1A.** When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases **PRIOR TO** delivery.

**4.1B.** Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

**4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS.** This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

**4.2A ARRA SUPPLEMENTAL TERMS AND CONDITIONS.** For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded In Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**4.3. EQUAL EMPLOYMENT OPPORTUNITY.** Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

**4.4. PERFORMANCE BONDS.** Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

**4.5. DEFAULT.** After an award has been made, failure to meet all requirements of the solicitation for an offer may result in a determination of default.

**4.6. COMPLIANCE.** Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

**4.7. SPRINKLER IMPAIRMENT AND HOT WORK.** The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

Revised: 3/12/2010

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
**Offerors must respond to every disclosure statement.**

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes(Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state."
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State law and regulation as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the e-verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate, and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

*Daniel Calabro* Date 12/16/2010  
 Vendor's Signature: (Person authorized to enter into contracts; signature must be in ink.)  
DANIEL CALABRO VICE - PRESIDENT  
 Print Name and Title of company official signing offer

State of Rhode Island and Providence Plantations Contract Offer  
**RIVIP GENERATED BIDDER CERTIFICATION COVER FORM**

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7448088A1  
Bid/RFP Title: RFP - ARRA - CEMENT WATER MAIN REPLACEMENTS & WATER BOOSTER PUMP STATIK  
Opening Date & Time: 1/20/2011 11:00 AM  
RIVIP Vendor ID #: 44599  
Vendor Name: Parkside Utility Construction Corp.  
Address: 2229 Plainfield Pike  
Johnston, RI, Pr 02919-5600  
USA  
Telephone: (401) 944-1919  
Fax: (401) 944-3434  
E-Mail: dcalabro@parksideutil.com  
Contact Person: Daniel Calabro Sr.  
Title: Vice - President  
R.I. Foreign Corp #:

\*\*\*NOTICE TO VENDORS\*\*\*

Effective January 1, 2011 all public works project related bids or proposals exceeding one million (\$1,000,000) dollars are required to include a "public copy". All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds one million (\$1,000,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of one million (\$1,000,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18 (P.L. 221) <http://www.rilin.state.ri.us/PublicLaws/law10/law10221.htm> and Purchasing Rules & amendment at <http://www.purchasing.ri.gov/Notices2.aspx>.

In addition, the Division of Purchases has promulgated proposed regulations pursuant to R.I. Gen. Laws § 37-2-18 that implements the "public copy" requirement. Public hearing on the proposed regulations was held on Friday, December 17, 2010. The proposed regulations will become final on January 11, 2011. For further information please visit [www.sos.ri.gov](http://www.sos.ri.gov).

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS THREE-PAGE CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above), date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package, must be delivered to the division of purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed 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 clocks in either the mail sorting or reception areas of the Division of Purchases. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. When copies of plans and specifications are too large to make available on-line and are issued with a requirement for a refundable deposit, vendors on the known lists of depositors will receive direct notification of amendments. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.

2.4. PREVAILING WAGE, OSHA and APPRENTICESHIP.

2.4.1 Prevailing Wage and OSHA Safety Training Requirements. The provisions of the State labor laws and OSHA Safety Training, including but not limited to Rhode Island General Laws 37-13-1 et seq. and 28-20-1 et seq., shall apply for all public works contracts. Prevailing wage rates are posted in the information section of the RIVIP. The RI Department of Labor and Training should be contacted for regulatory requirements.

2.4.2 Apprenticeship. Rhode Island General Laws §37-13-3 1 requires all general contractors and subcontractors who perform work on any public works contract awarded by the state valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the department of labor and training.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

### SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

### SECTION 4 - CONTRACT PROVISIONS.

4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.

4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.

4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

Revised: 12/29/2010

RIVIP Certification Form Page 2 of 3

4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.

4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

**SECTION 5 – CERTIFICATIONS AND DISCLOSURES**  
**ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS**  
Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

- N 1. Has your firm (or any principal) been subject to any of the following findings by the Federal Government, the State of Rhode Island or any other jurisdiction? Suspension, Debarment, Indictment, Criminal Conviction. CIRCLE APPROPRIATE ITEM(S).
- N 2. Has your firm (or any principal) been fined more than \$5000 for a single violation by the Rhode Island Department of Environmental Management for violation of Rhode Island Wetlands law?
- Y 3. I/we certify that I/we will immediately disclose, in writing, to the Chief Purchasing Officer any potential conflict of interest, which may occur during the course of the engagement authorized pursuant to this contract.
- Y 4. I/we acknowledge that, in accordance with Chapter 37-2-54(3) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state".
- Y 5. I/we certify that the above vendor information is correct and complete.
- Y 6. I/we certify that I or my firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance.
- Y 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.
- Y 9. I/we acknowledge that the provisions and procedures set forth in this three-page form apply to any contract arising from this offer.
- Y 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
- Y 11. I/we certify that I/we have registered to utilize the E-Verify program ([www.dhs.gov/E-Verify](http://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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

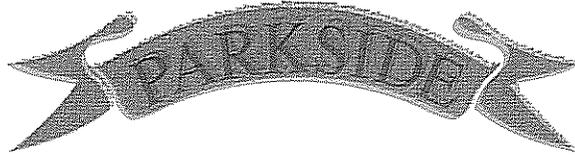
IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 2 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #3 – 11 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

*Daniel Calabro* Date 12/13/2010  
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)

DANIEL CALABRO VICE - PRESIDENT Print  
Name and Title of company official signing offer



## **PARKSIDE UTILITY CONSTRUCTION CORPORATION**

Parkside is a wholly owned subsidiary of Quanta Services, Inc.

("PWR" on NYSE )

Enclosed, please find our company's work history for the last eight (8) years. Overall, these projects were performed to the satisfaction of both the Engineer and the Owner, and were completed in a timely fashion.

### COMPANY APPROACH

Parkside works with customers to develop an approach that is right for them. To ensure trouble-free construction activities, our approach starts with the development of comprehensive guidelines that ensure a cost effective, proactive and efficient construction program.

Parkside was founded on commitment and service for each job.

**Daniel Calabro, Vice-President**



**PARKSIDE UTILITY CONSTRUCTION CORPORATION**

# **PARKSIDE UTILITY CONSTRUCTION CORPORATION**

## ***WORK HISTORY / JOBS LIST***

## **JOBS IN PROGRESS:**

### **Kent County Water Authority**

2009A Infrastructure Improvements

Engineering Firm: James J. Geremia & Associates, Inc.

Contact Person: Richard M. Hencler – (401) 454-7000

Contract Amount: \$ 4,525,650.00

Completion Date: Fall 2010

### **Providence Water Supply Board**

Lead Service Replacement Program – Phases III & IV

Contact Person: Norm Ripstein – (401) 521-6300 / Ext. 7212

Contract Amount: \$ 7,500,000.00

Completion Date: Spring 2011

### **Verizon**

Fiber to the Premises (FTTP)

Ongoing Work

Contact Person: Gary Johnson – (401) 727-7142

Value: Approximately \$1,000,000 per year

### **Verizon**

Master contract for underground facilities

Ongoing Work

Contact Person: Harry Bolton – (212) 338-7010

Value: Approximately \$1.5 million per year

### **Verizon Business**

Install telephone conduit, manholes and fiber optic cable in Bridgeport, CT

Contact Person: Eric Johnson – (617) 590-2641

Contract amount: \$38,000

### **EDS**

Install Verizon Fios

Ongoing Work

Contact Person: Frank Fregosi – (978) 630-3612 / Ext. 201

Value: \$250,000 per year

**PROVIDENCE WATER SUPPLY BOARD**

Replacement / Rehabilitation of Water Mains and Appurtenances  
Blanket 2010 – 2012

Contact Person: Norm Ripstein- (401) 521-6300 / Ext. 7212

Contract Amount: \$ 5,000,000

Completion Date: December 2012

**SHANNOCK WATER DISTRICT**

Water Transmission Main and Distribution System Improvements  
Contract 2

Engineering Firm: C & E Engineering Partners, Inc.

Contact Person: Russell Houde – (401) 762-1711

Contract Amount: \$ 914,922

Completion Date: Spring 2011

## **COMPLETED JOBS Last 5 Years involving Coordination with Utility Companies**

### **TOWN OF WEBSTER, MASSACHUSETTS**

Cudworth Road Water Main and Booster Pump Station

Engineering Firm: CDM

Contact Person: Steven R. Callahan – (617) 452-6719

Contract Amount: \$ 1,363,670.00

Completion Date: Winter 2006

### **City of Pawtucket, Rhode Island – Water Supply Board**

Contract MR-2, Water Main System Improvements

Contact Person: Fred Ramos – (401) 725-9492/ Ext. 5

Contract Amount: \$ 3,098,042.00

Completion Date: Spring 2007

### **City of Pawtucket, Rhode Island – Water Supply Board**

Broad St. Bridge Water Main Replacement

Contact Person: Fred Ramos – (401) 725-9492/ Ext. 5

Contract Amount: \$ 251,853.70

Completion Date: Spring 2007

### **Echo Lake Water District – Gloucester, Rhode Island**

Distribution System Construction

Engineering Firm: C & E Engineering Partners, Inc.

Contact Person: Tom Nicholson – (401) 762-1711

Contract Amount: \$ 236,301.50

Completion Date: Spring 2007

### **Town of Montville, Connecticut**

Palmertown Water Project

Engineering Firm: Stearns & Wheler, LLC

Contact Person: Sarah E. Cwikla, P.E., - (203) 268-8990

Contract Amount: \$ 1,185,600.00

Completion Date: Winter 2007

### **City of Pawtucket, Rhode Island – Water Supply Board**

Contract MR – 3, Water Main System Improvements

Contact Person: Fred Ramos – (401) 725-9492 / Ext. 5

Contract Amount: \$ 2,974,168.00

Completion Date: Spring 2008

### **Kent County Water Authority**

Water System Main Replacement – Greenwich Ave., Warwick, RI

Engineering Firm: James J. Geremia & Associated, Inc.

Contact Person: Richard M. Hencler – (401) 454-7000

Contract Amount: \$ 1,555,970.00

Completion Date: Summer 2008

**Town of Westerly, Rhode Island**

White Rock Transmission Main  
Engineering Firm: C & E Engineering Partners, Inc.  
Contact Person: Jonathan S. Gerhard, P.E., (401) 762-1711  
Contract Amount: \$ 3,029,645.00  
Completion Date: Fall / Winter 2008

**Providence Water Supply Board**

Lead Service Replacement Program – Phases I & II  
Contact Person: Norm Ripstein – (401) 521-6300/ Ext. 7212  
Contract Amount: \$ 5,145,550.00  
Completion Date: Spring 2009

**Kent County Water Authority**

2006B/2007 Infrastructure Improvements  
Engineering Firm: James J. Geremia & Associates, Inc.  
Contact Person: Richard M. Hencler – (401) 454-7000  
Contract Amount: \$ 5,191,540.00  
Completion Date: Fall 2009

**Bristol County Water Authority**

Annual Contract – March 2008  
Water Distribution Improvement Program  
Contact Person: Paul Ramsey – (401) 245-1856  
Contract Amount: \$ 900,000.00  
Completion Date: Fall 2009

**Town of Concord-Concord Municipal Light Plant**

Phase 2 – Smart Grid Pilot Contract 1158  
Contact Person: Keith Ingram – (978)318-3101  
Contract Amount: \$69,000  
Completion Date: Fall 2009

**Brooks Fiber Communication, Inc**

Fiber Installation and Splicing-Providence to Woonsocket Loop  
Contact Person: Eric Johnson – (617)590-2641  
Contract Amount: \$ 10,000,000.00  
Completion Date: Fall 1998

**Verizon**

Inner duct installation for Fiber  
Contact Person: Gary Johnson – (401) 727-7142  
Contract Amount: \$2,200,000.00

**COMPLETED JOBS:**

**City of East Providence, Rhode Island**

Wampanoag Trail Water Transmission Main; 16" Restrained Joint DI Pipe

Engineering Firm: SEA Consultants

Contact Person: Tim Stinson – (617) 921-2420

Contract Amount: \$ 448,484.95

Completion Date: May 30, 2003

**Town of Southborough, Massachusetts**

Contract # 00-21, Water Main Extension - 8" & 12" Water Mains

Engineering Firm: H2O Engineering

Contact Person: Tsu-Ling Peng – (781) 275-7714

Contract Amount: \$ 566,080.00

Completion Date: May 31, 2004

**Town of Portsmouth, Rhode Island – Fire District**

Cove Bridge Water Main Project

Engineering Firm: Pare Engineering

Contact Person: Robert Anderson – (401) 334-4100

Contract Amount: \$ 632,243.60

Completion Date: June 30, 2004

**City of Pawtucket, Rhode Island – Water Supply Board**

Contract B, Water Main Improvements - 6" & 12" Water Mains

Contact Person: Fred Ramos – (401) 725-9492/ 5

Contract Amount: \$ 729,713.53

Completion Date: August 15, 2003

**Town of Burrillville, Rhode Island- Board of Sewer Commissioners**

Glendale Village – Contract 19A-1

Sanitary Sewers, Pump Station, Branch River Crossing and Appurtenant Work

Engineering Firm: BETA Group, Inc.

Contact Person: William Skerpan- (401) 333-2382

Contract Amount: \$ 1,679,580.00

Completion Date: Fall 2005

**City of East Providence, Rhode Island**

Replacement of the Watchemoket Force Main

Engineering Firm: James J. Geremia & Associates, Inc.

Contact Person: Richard Hencler – (401) 454-7000

Contract Amount: \$ 850,000.00      Completion Date: Winter 2005/2006

**COMPLETED JOBS :**

**City of Pawtucket, Rhode Island – Water Supply Board**

Contract MR-1, Water Main System Improvements

Contact Person: Fred Ramos – (401) 725-9492/ 5

Contract Amount: \$ 1,377,091.12

Completion Date: August, 2004

**Town of Tiverton, Rhode Island – North Tiverton Fire District**

Contract # 1, Fish Road Emergency Interconnection

Engineering Firm: Siegmund & Associates

Contact Person: Richard Chiodini – (401) 785-2600

Contract Amount: \$ 1,027,530.10

Completion Date: September, 2004

**Town of Raynham, Massachusetts – Board of Sewer Commissioners**

Contract # 2, Phase 5A, Sewer System Expansion

Engineering Firm: Tighe & Bond

Contact Person: Jay O'Reilly – (413) 562-1600

Contract Amount: \$ 459,442.00

Completion Date: June 30, 2004

**Town of Harrisville, Rhode Island – Fire District**

Contract # 3, Water Main Loop

Engineering Firm: DuFresne-Henry

Contact Person: Gary McCarthy – (978) 692-1913

Contract Amount: \$ 610,501.50

Completion Date: July, 2004

**Town of Middletown, Rhode Island**

Project # 04-016, Storm & Sanitary Sewer Improvements

Engineering Firm: Garofalo & Associates

Contact Person: David Cass – (401) 273-6000/281

Contract Amount: \$ 1, 425,720.00

Completion Date: Spring, 2005

**Verizon Master Contract**

various Rhode Island & Massachusetts locations

Contact Person: Susan Mason – (508) 624-2219

Contract Amount: \$ 1,200,000.00 per year

Completion Date: 4 year Contract (01/01/01 through 12/31/04)



**Daniel Calabro**  
Vice President

**EXPERIENCE**

Parkside Utility Construction Corp. **Vice President**  
Johnston, RI  
2004- Present

*Mr. Calabro oversees the estimating and project management of Fiber, Underground utility work, as well as Water and Sewer Mains. Mr. Calabro leads Parkside in the development of new opportunities and works closely with customers to ensure complete satisfactions. He is in charge of all day to day activities for the New England region.*

**General Manager**

1995-2004

*Mr. Calabro led the estimation and project management team. He coordinated daily crews to ensure quality performance to satisfy customer. He also created monthly billing packages and worked closely with project engineers. Mr. Calabro attended all project meetings as Parkside representative and made all decisions related to projects for Parkside. He worked closely with safety manager to provide Parkside with a safe working environment.*

1990-1995

**Senior Project Manager**

*Mr. Calabro managed multiple projects, including a \$12 million fiber optic installation. Estimated all work and assisted in negotiations of contracts. Evaluated subcontractors to perform work for Parkside.*

Rosciti Construction  
Johnston, RI  
1970-1990

**Project Manager/Superintendent/Foreman/Laborer**

*Mr. Calabro's ability to learn and adjust allowed him growth in Rosciti Construction over his twenty years of service. He worked well with employees and customer representative. Mr. Calabro's understanding of underground utility allowed the company to expand its services to include water and sewer installation.*

**Projects**

*Kent County Water Authority 2007-2010  
\$10 million Water Main service and sewer replacement*

*Providence Water Supply Board 2007-2010  
\$12 million Lead Service Replacements*

*Verizon FTTP 2009  
\$2.25 million Fois conduit installation*

*City of Pawtucket 2006-2007  
\$3.0 million Water main and service replacement*

*Town of Westerly 2007-2009  
\$3.0 million 20" water main transmission line*

*Williams Communication 1999-2002  
\$12 million Installation of Conduit, Man Holes and Fiber Optic cable*

**Certifications**

First Aid and CPR, OSHA 10 Hour, OSHA Excavation Standard



**Daniel Calabro**

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**Daniel Rocha**  
*Project Manager***EXPERIENCE****Parkside Site & Utility Corp**  
*Johnston, RI*  
*2007- Present***Project Manager**

*Mr. Rocha oversees construction and installation of multiple water and sewer main contracts. He works daily with resident engineers and Parkside personal to work toward jobs completion. Mr. Rocha coordinates the procurement of material and schedule of subcontractors. He reviews cost estimates, processes monthly billing packages and implements construction schedule.*

**South Shore Utility Contractors**  
*Johnston, RI*  
*2000-2006***General Manager**

*Mr. Rocha managed all day to day activities for South Shore Utility Contractors, including engineering, estimating and construction. Construction projects included fiber optic, water, gas and sewer mains. Mr. Rocha created monthly billing packages and worked closely with project engineers. Three project managers reported directly to Mr. Rocha.*

**1991-2000****Owner**

*Prior to selling his interest in South Shore Utility Contractors, Mr. Rocha estimated, bid and negotiated contracts related to fiber optic, water, gas and sewer work. Mr. Rocha negotiated pricing on material, subcontracts and assets.*

**Rocha Construction, Inc**  
*Tiverton, RI*  
*1979-1991***General Manager/Project Manager/Superintendent/Foreman/Operator**

*Mr. Rocha started working in family business at a very young age. His growth within the company was attributed to his thirst for knowledge and ability to work with clientele. Mr. Rocha started by digging trenches and laying pipe for utility services and work his way up to General Manager.*

**Projects**

*Kent County Water Authority 2007-2010*  
*\$10 million Water Main service and sewer replacement*

*Providence Water Supply Board 2010-2012*  
*\$6 million Water Main Replacement*

*Town of Westerly 2007-2009*  
*\$3.0 million 20" Water Main Transmission Line*

*City of West Warwick 2004-2005*  
*\$3.8 million Sewer Main Replacement*

*Westport Housing Authority 2003-2004*  
*\$3.0 million Pump Station, Site Work*

**License**

*Rhode Island Hoisting, Massachusetts Hoisting, Rhode Island Pipefitters, Class A CDL, Hazmat Trained*

**Certificates**

*First Aid and CPR, OSHA 10 Hour, OSHA 40 Hour, OSHA Excavation Standard, 5 Day Entry Level Solar Photovoltaic Design and Installation.*



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**Daniel Rocha**

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**Martin Simas**  
*Project Manager*

**EXPERIENCE**

**Parkside Site & Utility Corp** *Project Manager*  
Johnston, RI  
2002- Present

*Mr. Simas oversees construction and installation of multiple water and sewer main contracts. He works daily with resident engineers and Parkside personal to work toward jobs completion. Mr. Simas coordinates the procurement of material and schedule of subcontractors. He reviews cost estimates, processes monthly billing packages and implements construction schedule.*

**V.F. Capaldi Constr. Corp.** *Superintendent*  
Smithfield, RI  
1997-2002

*Mr. Simas directed work crews in the installation of gravity / force main sewers, water mains, Drainage, and Pumping Stations. Coordinated the procurement of materials and scheduling of subcontractors. Performed duties relative to project management, i.e., review cost estimates, submit shop drawings, process pay requisitions, and implement construction schedules.*

**Seigmund & Associates, Inc.** *Senior Construction Inspector*  
Providence, RI  
1985-1997

*Mr. Simas supervised in the inspection of numerous municipal sewer construction projects throughout Rhode Island. In addition, he inspected the installation of water systems and utilities on numerous private developments and various municipal projects. Mr. Simas performed certified percolation tests- ISDS systems and gained experience in a wide range of construction, engineering, and surveying work involving roadway designs, bridge layouts, sewer and water systems, residential house lots, and commercial buildings*

**Projects** *Providence Water Supply Board 2007 – 2010*  
*\$ 12 million Lead Service Replacements*

*Pawtucket Water Supply Board 2003 - 2008*  
*\$ 8.4 million Water System Improvements and*  
*Broad St. Bridge Water Main Replacement*

*Town of Montville, Connecticut 2006 – 2007*  
*\$ 1.2 million Water Main installation*

*Town of Webster, Massachusetts 2005 – 2006*  
*\$ 1.4 million Water Main and Booster Pump Station*

*Town of Burrillville 2004 – 2005*  
*\$ 1.7 million Sanitary/Force Main Sewers, Branch River Crossing, and Pump Station*

*Town of Middletown 2004 – 2005*  
*\$ 1.4 million Storm & Sanitary Sewer Improvements*

*Town of Tiverton 2003 – 2004*  
*\$ 1.0 million Water Main-Fish Road Emergency Interconnection*



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**Martin Simas**

*Town of Harrisville 2004  
\$ 600 thousand Water Main Loop*

*Town of Portsmouth 2003 – 2004  
\$ 650 thousand Water Main and Cove Bridge Crossing*

*Town of Southborough, Massachusetts 2003 - 2004  
\$ 600 thousand Water Main Extensions – 8" & 12" Mains*

*City of East Providence, Rhode Island 2002-2003 and 2005  
\$ 1.3 million Water Transmission Main and Force main sewer replacement*

**Certifications**

NICET

*Level II – Underground Utilities Construction Technology*

*Level III – Transportation Engineering Technology*

*First Aid and CPR, OSHA 10 Hour, OSHA Excavation Standard*



**PARKSIDE UTILITY CONSTRUCTION CORPORATION**

Description	Description
Compressor	Sullivan Air Compressor
Compressor	Sullivan Air Compressor D185Q
Compressor	Dig It Backhoe - Model 158M
Air Compressor, Ingersoll Rand	John Deere Model 710 D Backhoe
Air Compressor	1999 Ford F550 Flatbed w/Racks
08 sullair compressor	1999 Ford F450 Flatbed w/Racks
08 sullair compressor	Rodding Unit w/ Tooling
08 sullair compressor	1999 Ford F800 Dump w/Cross Bo
CHICAGO PNEUMATIC CPS185	1996 Ford F800 Dump w/ Cement
Ingersoll Rand 185 1995	1984 MAck K Model TIA Tractor
88 Autocar tri axle dump	Ringomatic Mod 750 PIT Cleaner
01 John Deere 410G Backhoe Loa	cat 320 bl excavator
Catepillar 416E Backhoe Loader	cat 320 bl excavator
Catepillar 420D Backhoe Loader	deere 490 excavator
Catepillar 416E Backhoe Loader	asphalt zipper az360
Catepillar 420E Backhoe Loader	magnum 325s hydraulic hammer
Leeboy Paver Pathmaster 5000	Eager Beaver Model 20XPT
Ditch Witch Jet Trac 4020	1997 Volvo Tractor 517111
Kubota B21 Tractor	Wacker VIB Plate Rev BPU3345A
00 Ford F450 TMJ4	Magnum RHB 306 Hydraulic Hammer
01 Ford F550 TMJ5	07 chev 2500hd
06 Chevy - MT 5500 crew	06 chev 2500hd
06 Chevy - MT 5500 crew	07 chev 3500 flat bed
96 Hyundai Robex X200 Excavator	07 chev 3500 flat bed
GMC TW 7R042 - Rodding Truck	F350 DUMP
410 SXD Trencher/Plow	08 Ingersol DD24 Roller
06 Chevy Kodiak TMJ7 dump	2000 MACK TRI AXLE DUMP
06 Chevy Kodiak TMJ7 dump	
94 Mack Dump w/ Cem Mix	
88 Mack 3R tri axle	
02 FRGH FL80 6x4 THL8 dump	
92 Ford LA8000 dump	
1997 Ford F450 Small Dump	
2000 Ford F450	
1999 Ford F450 Ford Utility Bo	
1999 Ford F550 Utility Body	
06 Chevy Silverado 2500HD Ext	
06 Chevy Silverado 2500HD Ext	
08 GMC Sierra 4WD	
2000 Ford Ranger	
97 Ford Ecoline	
1971 Rogers Lowbed Trailer	
Trailer S78	
Wheeler Reeler Hydraulic Trail	

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

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

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

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

Social Security No. (SSN)

Employer ID No. (EIN)

[Empty boxes for SSN]

76 0612160

NAME PARKSIDE UTILITY CONSTRUCTION CORPORATION

ADDRESS 2229 PLAINFIELD PIKE

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

CITY, STATE AND ZIP CODE JOHNSTON, R.I. 02919

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 either because: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.
- (3) As it relates to the "E-Verify" program, 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 do business with the State of Rhode Island. 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 do business with the State of Rhode Island and my ability to do business with the State of Rhode Island in the future.

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

**PLEASE SIGN HERE**

SIGNATURE [Signature] TITLE VICE-PRESIDENT DATE 1/17/2011 TEL NO. 401-944-1919

**BUSINESS DESIGNATION:**

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

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

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

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

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

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

Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908

# COMPANY PROFILE & FIRM QUALIFICATIONS

## C&E Engineering Partners, Inc.

Legal Address: C&E Engineering Partners Inc.  
342 Park Ave  
Woonsocket, RI 02895

Phone: 401-762-1711  
Facsimile: 401-235-9088  
Email: [info@ceengineer.com](mailto:info@ceengineer.com)  
Web: [ceengineer.com](http://ceengineer.com)

Contacts: Questions and inquiries regarding the firm and this qualification statement should be addressed to one of the following individuals.

- Thomas B. Nicholson, P.E., President/Chief Engineer
- Russell L. Houde, Jr., P.E., Vice President/Managing Engineer



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## C&E ENGINEERING PARTNERS INC. – COMPANY PROFILE

C&E Engineering Partners Inc. (C&E) is a specialized environmental engineering firm serving the southern New England area from main headquarters in Woonsocket, RI since 2001. The principals of C&E have a combined 40 years of cost-effective planning and innovative design solutions - from project conception through post-construction services. In addition these, principals have established long-term relationships with a wide range of public- and private sector clients throughout the region.

### STAFFING CAPABILITIES

C&E maintains three (3) licensed professional engineers who directly supervise a trained engineering staff and also utilizes various support services through subcontract arrangements with specialty technical firms. This allows C&E to provide full service capabilities, normally associated with larger firms, at extremely competitive fees. The engineering staff is fluent in the latest computer aided drafting and design (CADD) applications. Through in-house training and the firm's policies for continuing education, C&E personnel have remained current with emerging engineering technologies.

### SERVICE AREAS

C&E Engineering Partners, Inc. provides a broad range of services allowing us to assist our clients from the inception of a project to its completion. These services include:

- *Water Supply and Water Treatment*
- *Water Transmission and Distribution Main Design*
- *Pumping and Storage Facilities*
- *Computerized Hydraulic Modeling*
- *Water Supply Management Planning*
- *Infrastructure Replacement Planning*
- *Environmental Site Assessments / Hazardous Waste Engineering*
- *Hazardous Material Site Remediation Permitting / Design*
- *Solid Waste Management / Resource Recovery*
- *Project Planning, Construction and Contract Administration Services*
- *Water and Wastewater System Master Planning*
- *Treatment Facility Design*
- *Fire Flow Evaluations and Hydrant Testing*
- *Water System Operational Assistance*
- *Emergency Contamination Consultation*
- *Expert Testimony on Environmental issues*
- *Industrial Environmental Engineering Services*
- *Design/Build and Design/Build / Operate Procurement*
- *Wastewater Engineering*
- *Fuel Storage, Supply and Delivery Systems*

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## WATERWORKS ENGINEERING

Water suppliers throughout Rhode Island and New England have engaged the engineers of C&E for their expertise in all manner of projects related to potable water supply and delivery. From source development through distribution system water main and storage facility design, C&E has proven its ability to undertake and successfully plan and design the most challenging projects facing the waterworks industry today.

C&E has remained on the cutting edge of emerging technology in the waterworks industry, including the development and refinement of computer models of water systems, and the use of these models to complete in-depth hydraulic evaluations. Additional areas of expertise include the following waterworks related projects.

### Representative Services:

- *Ground and Surface Water Source Development*
- *Storage Tank Design*
- *Water System Master Planning*
- *Water Supply Management Planning*
- *Infrastructure Replacement Planning*
- *Distribution and Transmission Design*
- *Computerized Hydraulic Modeling*
- *Treatment Facility Design*
- *Pilot Testing*
- *Fire Flow Evaluations and Hydrant Testing*
- *Water System Operational Assistance*
- *Water Audits and Leakage Surveys*
- *Emergency Contamination Consultation*
- *Water System Capital Improvement Planning*
- *Water Booster Pump Station Design*
- *Source and Finished Water Quality Evaluations*
- *Corrosion Control Studies*
- *Regulatory Permitting Assistance*
- *Water Facility Construction Related Services*
- *Negotiate Inter-System Service Agreements*
- *Customer Surveys and Public Relations*
- *Cost of Service Studies*
- *GIS Water System Mapping*
- *Water System Operation Optimization Studies*
- *Grant and Funding Assistance*

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## ***WATER SUPPLY PROGRAMS***

C&E personnel experience has included design of new and rehabilitated water supply, transmission and distribution systems for water agencies, cities, and municipal water departments. Projects have included the design of storage, pumping, and transmission and distribution facilities and the investigation and development of water distribution and supply systems. Projects have included supply development, equipment renovation, and distribution system planning and design. Detailed hydraulic network programming and the performance of field surveys on water demand and leakage supplement planning and design efforts. We have developed and implemented numerous facility rehabilitation and replacement programs to meet the needs of large and small water systems serving over 100,000 customers.

Comprehensive water studies were developed to aid water authorities, cities, and municipal water departments in their water system planning efforts. Implementation plans are developed based upon the needs of the particular water system and include evaluations of present and future demands, existing facilities, alternate facilities and the investigation of potential supply sources.

## ***HYDRAULIC MODELING***

C&E personnel experience has included hydraulic modeling engineering services for water supply and distribution systems. This has included numerous hydraulic modeling analyses for both public and private clients including municipal water systems. C&E personnel have the expertise needed to develop accurate hydraulic models including a practical knowledge of water systems in general, a comprehensive understanding of water system operations and a working background in computer modeling.

Capabilities include utilization of the following computer modeling software:

- WaterCAD for AutoCAD and WaterCAD for Windows, latest versions by Bentley Systems (formerly Haestad Methods Inc.)
- “Hammer” Transient Analysis software for Windows, latest version by Bentley Systems (formerly Haestad Methods Inc.)
- Kentucky Pipe Hydraulic Modeling Software  
Professor Don Wood, University of Kentucky

C&E also maintains the required support hardware and software necessary for the completion of the most complicated modeling projects, including AutoCAD Release 2008, RIGIS, ARC View and Arc Info software programs. C&E, as an authorized user of these programs, receives all program updates and changes issued by the respective manufacturers.

**RIC Water Main Design Build Project**  
RI Purchasing Office Bid #7448088

**Bids Due:**  
**January 24, 2011**

***Overview***

Rhode Island College (RIC) through the State Purchasing Office is requesting proposals for Design / Build services to construct approximately 10,000 linear feet of ductile iron water main to replace existing asbestos cement water main ranging in size between 6” and 12” diameter within the campus water system, and two new pre-engineered water booster pump stations and one emergency generator. The project requirements are described in the RFP and Addenda #1 through #9 issued by the State Purchasing Office, which also include the Providence Water *Requirements for Water Mains, Services and Appurtenances* dated June 2004, a ‘Draft Utility Conditions Evaluation and Improvements Plan’ dated April 19, 2010 prepared by Pare Corporation, and “Draft” plans of Master Utilities and Water Utilities for the campus. The project is to be funded by American Recovery and Reinvestment Act (ARRA) funds.

The following tasks describe the proposed engineering design services to be included in the project.

***Scope of Services***

**BASIC SERVICES**

The following tasks have been identified as those required to affect the successful completion of the RIC Water Main Design / Build project. These tasks, as described below, shall comprise the Basic Services of our Scope of Services for the project.

**Task 1 – Existing Data Review and Base Plan Preparation**

Under this task, the Project Team shall review the existing Master Utilities and Water Utilities draft plans as provided by RIC and conduct onsite observations (site walk) in effort to confirm information relating to the existing water main route. Any discrepancies between observed field conditions and existing plan information identified during the site walk shall be recorded as necessary. Following completion of the onsite observations, the Project Team shall prepare base plans for the project utilizing electronic (AutoCAD format) base plans provided by RIC and incorporating additional information, corrections, clarifications as identified and recorded during the onsite observations. These base plans shall be utilized to develop the hydraulic model of the RIC water system and to prepare the water main replacement plans as described under subsequent tasks below.

The proposed costs for this Task are included in the proposed Lump Sum Fees for Segments 1 through 5.

**RIC Water Main Design Build Project**  
RI Purchasing Office Bid #7448088

**Bids Due:**  
**January 24, 2011**

**Task 2 – Hydraulic Modeling**

This task shall include preparation of a skeletonized hydraulic model of the RIC water system to be used for design of the replacement water mains and pump stations. The model will be constructed utilizing methods prescribed by American Water Works, Manual of Water Supply Practices AWWA M32, Distribution Network Analysis for Water Utilities and WaterCAD for AutoCAD (unlimited pipe version) and WaterCAD for Windows Version 8.3 modeling software. AutoCAD mapping of the water system provided RIC shall be utilized to develop base plans, water system map, and pipeline database. The Project Team shall utilize water demand data to be provided by RIC and information from prior system modeling by Pare Corporation as available to develop the demand database for the model. The Project Team shall also review the fire flow requirements for the campus buildings with the Providence and North Providence Fire Departments and FM Global (RIC insurer) to determine the fire flow demands to be utilized in the model to size the water booster pumps under subsequent tasks below.

The proposed costs for this Task are included in the proposed Lump Sum Fee for Segments 1 through 5.

**Task 3 – Replacement Water Main Design**

This task shall include preparation of construction plans and specifications for the installation of approximately 10,000 linear feet of new replacement water main Segments 1 through 5 as described in the RFP and in accordance with the Providence Water *Requirements*. Construction plans shall be prepared utilizing electronic (AutoCAD format) base plans provided by RIC and developed under Task 1 above to depict the proposed alignment of the new replacement water main. Construction plans shall include typical details depicting installation requirements for water main piping, valves, hydrants, valve boxes, blow-offs, building service connections, pavement and surface restoration. Construction Specifications shall be set forth in the form of plan notes incorporating by reference the Providence Water *Requirements* and the *Abatement of Exterior Transite Piping for the Water Main Project Rhode Island College Campus* as prepared by RI Analytical for the project and shall include additional specification notes where necessary to describe project specific requirements that are not detailed in the referenced specifications. Hydraulic modeling as necessary to evaluate temporary bypass water main requirements and sizes shall be included in this Task.

The proposed costs for this Task are included in the proposed Lump Sum Fees for Segments 1 through 5.

**Task 4 – Base Booster Pump Stations Design**

Under this task, the Project Team shall utilize the hydraulic modeling to determine total dynamic head requirements for the pre-engineered booster pumps at the design flow conditions as identified in the RFP. Note that the RFP states that application to RIDOH for review and approval of the booster pump stations is not required. Two booster pump stations are required per the RFP: one “main” station to include pumps sized for fire and domestic demand conditions (two low flow pumps and two high flow pumps required) and provisions for onsite emergency power; and one “secondary” station to include pumps sized for domestic demand conditions only. Design redundancy shall be provided for the peak hour domestic demand flow plus fire flow as applicable.

The Project Team shall coordinate with the pump station manufacturer to prepare construction documents for the proposed pre-engineered “package” booster pump stations and to develop control strategies premised upon variable frequency drive (VFD) electric pumps. This Task shall also include electrical design associated with the two booster pump stations, including utility power supply, emergency onsite power supply site electrical requirements, the emergency generator design at the “main” station, interior electrical and control systems design at both stations, and SCADA remote communications and control systems. Operation and Maintenance instruction manuals as prepared by the booster pump station manufacturer shall be provided. The booster pump station designs shall include external bypass piping and connection of suction and discharge piping to / from the new water mains.

The proposed costs for this Task are included in the proposed Lump Sum Fee for Two Pump Stations and Emergency Generator Base Bid.

**Task 4A – Add / Alternate Booster Pump Station Design**

Under this task, the Project Team shall utilize the hydraulic modeling to determine total dynamic head requirements for the pre-engineered booster pumps for the “alternate main” booster pump station at the design flow conditions as identified in the RFP. The “alternate main” booster pump station is to include: one UL/FM fire pump, three pumps sized for domestic demand conditions, and provisions for onsite emergency power. Design redundancy shall be provided for the largest domestic pump (peak hour demand redundancy) per the RFP. C&E shall coordinate with the pump station manufacturer to prepare construction documents for the proposed pre-engineered “package” booster pump station and to develop control strategies premised upon variable frequency drive (VFD) electric pumps.

*Note the proposed cost for this Task assumes that the decision as to which “main” booster pump station configuration will be furnished (i.e. two low flow and two high flow pumps per Base Bid vs one UL/FM fire pump and three domestic pumps per Add Alternate 1 Bid) will be made prior to starting the design work for the booster pump stations. An increase in fees*

**RIC Water Main Design Build Project**  
**RI Purchasing Office Bid #7448088**

**Bids Due:**  
**January 24, 2011**

*would be necessary for additional engineering design services if the pump station configuration is changed (whether from the Base Bid to the Add Alternate 1 Bid configuration or from the Add Alternate 1 Bid to the Base Bid configuration) subsequently to the original decision and selection of which configuration is to be furnished and after the booster pump stations design work has begun.*

The proposed costs for this Task are included in the proposed Lump Sum Fee for Two Pump Stations and Emergency Generator Add Alternate 1.

**Task 5 – Project Meetings**

The Project Team shall attend meetings with RIC Facilities and Operations representatives at the project outset, semi-weekly during the design phase and weekly during the construction phase of the project and shall maintain records of meeting discussions in order to provide meeting minutes to RIC. Up to six (6) meetings are assumed for the design phase (assume 60 day design period) including initial meeting at project outset. Up to twenty-one (21) meetings are assumed for the construction phase (assume May 1 to September 30 construction period).

The proposed costs for this Task are included the proposed Lump Sum Fees for Segments 1 through 5.

**Task 6 – Record Plans**

Using ‘red line’ markups of the construction documents prepared and maintained during construction, the Project Team shall incorporate revisions into the project plans to provide record drawings in AutoCAD and PDF file formats. The Project Team shall also collect GPS data for hydrants, valves, tees, bends, water main, etc. and incorporate this data into the plans in order to prepare the record documents. Record plans associated with the booster pump stations to be prepared shall include exterior / site construction elements and as built information for the pump stations provided by the booster pump station manufacturer and included with the Operation and Maintenance manuals.

The proposed costs for this Task are included the proposed Lump Sum Fees for Segments 1 through 5 and Two Pump Stations and Emergency Generator Base Bid.

**Project Deliverables**

The Project Team shall provide three (3) copies of the draft design plans and specifications for RIC review and comment within 45 days of written notice to proceed. The Project Team shall provide five (5) sets of revised final design plans stamped by RI Professional Engineer within fifteen (15) days of receipt of RIC comments as well as electronic copies in AutoCAD and PDF file format. The Project Team shall provide three (3) sets of Record Drawings within thirty (30)

**RIC Water Main Design Build Project**  
**RI Purchasing Office Bid #7448088**

**Bids Due:**  
**January 24, 2011**

days of completion of construction. The Project Team shall provide meeting minutes via electronic distribution (e-mail/PDF file format) within 72 hours of each meeting.

The proposed costs for this Task are included the proposed Lump Sum Fees for Segments 1 through 5 and Two Pump Stations and Emergency Generator Base Bid.

ADDITIONAL SERVICES

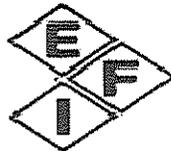
Additional services outside of the scope of work of Tasks 1 through 6 above where requested by RIC shall be provided on a time and materials billing rate basis.



23 Industrial Ave.  
Chelmsford, MA 01824  
(508) 634-8677  
Fax: (508) 634-8630

**Gustavo Preston Company**  
*Engineered Fluid Handling*

*Since 1881*



**Engineered Fluid, Inc. Pump Stations**

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To: **Parkside**

Project Name: **Rhode Island State College**  
RFP #: **7448088**  
Product: **EFI Below Grade Pump Stations with Vault**

From: **David Downey**  
Quote #10EFI77231

Date: **January 21, 2011**

---

We will provide a proposal for two options for both the Mount Pleasant and Oakton Pump Stations, and based on the new Addendum #6 for the Rhode Island College regarding the Fire Flow and Domestic Flow below ground pump stations; however, EFI (Engineered Fluid Inc) will have to decline to No-Bid this scope of supply unless waivers are in place to acknowledge violations in UL/FM(NFPA 20) code compliances.

Unfortunately, this new Addendum #6 requiring one dedicated UL/FM (NFPA) fire pump for each below-grade pump is beyond what the requirements are for this project, and if installed per Addendum #6 will be in direct violation UL/FM (NFPA20):

**Comments and Clarifications:**

1. Where this pump station is upstream of the meter and outside the building, UL/FM & NFPA 20 does not apply. This pump system supplying both High/Fire Flow and Domestic Flow Water is and should be considered as a Municipal Pump Station.
  - a. EFI, the Third Party Certified, Engineer Pump System Packager offers both High/Fire & Domestic Flow Water Pumps, however, they do not offer UL/FM(NFPA 20) Fire Pump Packages.
2. Advantages of EFI Pump Stations:
  - a. We split the High/Fire Flow requirement into to 50% pumps. They are split so that if ever one pump were to be offline there would at least be 50% available to fight a fire with the second high/fire flow pump. You also have the capable of staging on the domestic flow pumps to add more flow to a high/fire flow conditions, which give you redundancy towards the total high/fire flow requirement.
  - b. Complete system integrator with controls that monitor all pumps, alarms, and full operation of the station without hydraulically reeking havoc on the distribution piping and/or plumbing fixtures/valves.

- c. Municipal Code ONLY allows you to discharge into one common main with both High/Fire Flow and Domestic Flow requirements.
- d. Having one manufacturer responsible for the entire package for all pumping and controls equipment.
- 3. Violations of Code Per UL/FM(NFPA 20)
  - a. This code does not allow you to discharge into the same common main with both fire flow and domestic flow water.
  - b. This code also does not allow you to interface, interlock, or communicate with controls from other equipment.

**OPTION #1 – BASE BID:**

Design for 2 below Ground BPS with two 220 GPM pumps and two 1500 GPM pumps in each for both for Mount Pleasant and Oakton.

- **NET PRICE for Mount Pleasant Below Grade Pump Station:.....\$**
- **NET PRICE for Oakton Below Grade Pump Station:.....\$**
- **NOTE #1: These pump stations do NOT include UL/FM pumps.**
- **NOTE #2: Additional cost for EFI PLC equipment if required will be \$            per station.**
- **NOTE #3: Our pricing DOES NOT include the Emergency Generator or the Automatic Transfer Switch.**
- **NOTE#4: This base bid meets all local and state code requirements.**
- **NOTE #5: DELVIERY, START-UP and TRAINING ARE INCLUDED.**

**OPTION #2 – ALTERNATE BID:**

The design for 3 domestic pumps and 1 UL/FM Fire pump for the Mount Pleasant and Oakton pump stations.

- **NET PRICE for Mount Pleasant Below Grade Pump Station:.....\$**
- **NET PRICE for Oakton Below Grade Pump Station:.....\$**
- **NOTE #1:These pump stations will include one UL/FM fire pump, however, does not meet code.**
- **NOTE #2: Additional cost for EFI PLC equipment if required will be \$            per station.**
- **NOTE #3: Our pricing DOES NOT include the Emergency Generator or the Automatic Transfer Switch.**
- **NOTE #4: DELVIERY, START-UP and TRAINING ARE INCLUDED.**
- **WAIVER #1: A wavier must be signed to exclude EFI from code violation for not having two separate discharges. Code requires that you may use a common suction, but cannot have a common discharge.**
- **WAIVER #2: A wavier must be signed to exclude EFI from code violation for interlocking/communicating between both fire pump controls and domestic pump controls. Code states that you CANNOT interlock or communicate between these two systems. In an application such as this you will want this line of communication.**

With several years of experience with designing Fire Pump and Municipal Pumping systems, these applications for Rhode Island College meets all qualifications and code requirements for a Municipal Pumping System. Installing this type of system will ensure the longevity of the system by controlling the hydraulic flow out to the system most effectively and efficiently with built in redundancy for the High/Fire Flow and Domestic Flow requirements. Trying to enforce UL/FM/NFPA 20 with this type of application will do more harm than good.

If you have any questions or require additional information, please call.

Regards,  
David Downey  
VP Sales / Sr. Mechanical Design Engineer  
(508) 634-8677  
Fax (508) 634-8630  
Cell (978) 857-9797  
Email: [daviddowney@gustavopreston.com](mailto:daviddowney@gustavopreston.com)

**Rhode Island College  
Asbestos Cement Water Main Replacement**

**RFP #7448088**

**Clarification on Pump Station Requirements**

**& Revised Fee Form**

**January 19, 2011**

**Fee Form**

Lump Sum Fee – Segment 1	\$ 447,000.00 Four Hundred Forty Thousand Dollars
* Contingency Segment 1 - (10%)	\$ 44,700.00 Forty Four Thousand Seven Hundred Dollars
Lump Sum Fee – Segment 2	\$468,000.00 Four Hundred Sixty Eight Thousand Dollars
Contingency Segment 2 - (10%)	\$46,800.00 Forty Six Thousand Eight Hundred Dollars
Lump Sum Fee – Segment 3	\$ 385,000.00 Three Hundred Eighty Five Thousand
Contingency Segment 3 - (10%)	\$ 38,500.00 Thirty Eight Thousand Five Hundred Dollars
Lump Sum Fee – Segment 4	\$ 450,000.00 Four Hundred Fifty Thousand Dollars
Contingency Segment 4 - (10%)	\$ 45,000.00 Forty Five Thousand Dollars
Lump Sum Fee – Segment 5	\$ 250,000.00 Two Hundred Fifty Thousand Dollars
Contingency Segment 5 - (10%)	\$ 25,000.00 Twenty Five Thousand Dollars
Lump Sum Fee – Two Pump Stations and Emergency Generator – Base bid	\$ 1,050,000.00 One Million Fifty Thousand Dollars
Contingency Pump Stations and Emergency Generator – Base bid -(10%)	\$ 105,000.00 One Hundred Five Thousand Dollars
Lump Sum Fee – Two Pump Stations and Emergency Generator – Add Alternate 1	\$ 1,650,000.00 One Million Six Hundred Fifty Thousand Dollars
Contingency Pump Stations and Emergency Generator – Add Alternate 1 -(10%)	\$ 165,000.00 One Hundred Sixty Five Thousand Dollars
Rock Removal (ledge)	\$ 275.00 per cubic yard Two Hundred Seventy Five Dollars
Rock Removal (boulders)	\$ 100.00 per cubic yard One Hundred Dollars

**Rhode Island College**  
**Asbestos Cement Water Main Replacement**  
**RFP #7448088**  
**Clarification on Pump Station Requirements**  
**& Revised Fee Form**  
**January 19, 2011**

Processed Gravel	\$ 28.00	per cubic yard	Twenty Eight Dollars
Remove and dispose of AC water main – 8-inch diameter	\$ 17.00	per linear foot	Seventeen Dollars
Remove and dispose of AC water main – 10-inch dia.	\$ 19.00	per linear foot	Nineteen Dollars
Remove and dispose of AC water main – 12-inch diameter	\$ 21.00	per linear foot	Twenty One Dollars
Temporary water main – 6-inch diameter	\$ 25.00	per linear foot	Twenty Five Dollars
Temporary water main – 8-inch diameter	\$ 30.00	per linear foot	Thirty Dollars
Temporary water main – 10-inch diameter	\$ 40.00	per linear foot	Forty Dollars
Temporary water main – 12-inch diameter	\$ 45.00	per linear foot	Forty Five Dollars
Test Pits	\$1,500.00	each	Fifteen Hundred Dollars

*Note: Fees should be provided in numbers (i.e. \$100.00) and writing (i.e. one hundred dollars and zero cents).*

**Listing of Proposed Subcontractors**

Company	Type of Work To Be Completed (i.e. role on project)	Approximate % of Total Fee
International Paving	Paving	2.5
Tonya's Trucking	Trucking	2.5
ALLPHAZE Contractor	Restoration	2.5

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Parkside Utility Construction Corporation  
2229 Plainfield Pike, Johnston, RI 02919

as Principal, hereinafter called the Principal, and  
Federal Insurance Company

15 Mountain View Road , Warren, NJ 07059

a corporation duly organized under the laws of the State of IN  
as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island and Providence Plantations  
One Capitol Hill, 2nd Floor, Providence, RI 02908-5855

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

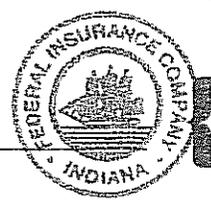
WHEREAS, the Principal has submitted a bid for ARRA-Cement Water Main Replacement and Water Booster Pump Stations at RIC

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 20th day of January, 2011

  
Attest (Witness)

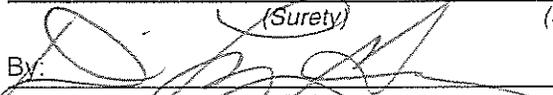
  
Melissa Nesavich (Witness)



Parkside Utility Construction Corporation  
(Principal) (Seal)

By:   
(Title) VICE PRESIDENT

Federal Insurance Company  
(Surety) (Seal)

By:   
(Title) Attorney-in-Fact



Chubb  
Surety

POWER  
OF  
ATTORNEY

Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company

Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint

DiLynn Guern

as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, the following Surety Bond:

Surety Bond Number : Bid Bond  
Obligee : State of Rhode Island and Providence Plantations

And the execution of such bond or obligation by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 20<sup>th</sup> day of November, 2008.

*Kenneth C. Wendel*

Kenneth C. Wendel, Assistant Secretary

*Richard A. Ciullo*

Richard A. Ciullo, Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this 20<sup>th</sup> day of November, 2008, before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with Richard A. Ciullo, and knows him to be Vice President of said Companies; and that the signature of Richard A. Ciullo, subscribed to said Power of Attorney is in the genuine handwriting of Richard A. Ciullo, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial  
Seal



WENDIE WALSH  
Notary Public, State of New Jersey  
No. 0054504  
Commission Expires April 18, 2013

*Wendie Walsh*

Notary

Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 20th day of January, 2011



*Kenneth C. Wendel*

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com



## PARKSIDE UTILITY CONSTRUCTION CORPORATION

### Time line

1. Sign contract	2-28-11
2. Start design of water system	3-1-11 to 3-21-11
3. Getting approval of system	3-21-11 to 4-4-11
4. Start shop drawing	3-14-11 to 4-11-11
5. Dig safe project	3-28-11 to 8-30-11
6. Begin by-pass construction	4-4-11 to 7-11-11
7. Start main line construction	4-11-11 to 7-18-11
8. Test and chlorinate	4-25-11 to 8-1-11
9. Tie over new main and services	5-2-11 to 8-8-11
10. Begin pump station site work	7-11-11 to 8-8-11
11. Set new pump station and tie in	7-18-11 to 8-8-11
12. Start permanent restoration	5-9-11 to 8-22-11
13. Put pump stations on line	8-22-11 to 8-29-11
14. Final clean up and demobilize	8-25-11 to 8-30-11