

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7483386
Bid/RFP Title: RE-ROOFING OF THE COMMAND CENTER, MILITIA OF STATE (6 PGS & ZIP FILE)

Opening Date & Time: 8/16/2013 1:45 PM

RIVIP Vendor ID #: 67954

Vendor Name: A C & R Inc
Address: 165 Chelmsford Street
Lowell , MA 01851
USA

Telephone: 9784587400
Fax: 9784587200
E-Mail: k.hydorn4@gmail.com
Contact Person: Kathy Dwyer-Hydorn
Title: AdministrativeAssistant
R.I. Foreign Corp #:

REVISED NOTICE TO VENDORS

Effective January 1, 2013 all public works project related bids or proposals exceeding FIVE HUNDRED THOUSAND (\$500,000) DOLLARS are required to include a "public copy". All agency contract solicitations, invitations for bids, etc. shall state that any bid or proposal that exceeds FIVE HUNDRED THOUSAND (\$500,000) DOLLARS must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed FIVE HUNDRED THOUSAND (\$500,000) DOLLARS and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection. For further information, please see R. I. Gen. Laws §37-2-18(j) and State of Rhode Island Procurement Regulations at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>. Please see Question #11 below for further instructions regarding RIDOT Highway and Bridge construction projects.

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. 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 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.

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).

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.

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):

- y 1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below.
- n 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.
- n 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.
- y 4. 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 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) 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 6. I/we certify that I/we or my/our 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 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.

11. **NEW REVISED REQUIREMENT* - IMPORTANT!!!** I/we hereby acknowledge that I/we understand that **EFFECTIVE JANUARY 1, 2013** all public works project related bids or proposals exceeding **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS**, inclusive of all proposed alternates, must include a "public copy" as required by R.I. Gen. Laws § 37-2-18(j) and the State Procurement Regulations. It is further understood that any bid or proposal in excess of **FIVE HUNDRED THOUSAND (\$500,000) DOLLARS** which does not include a copy for public inspection shall be deemed to be non-responsive.

RIDOT Highway and Bridge Public Works related projects utilizing Quest Lite program only – Effective immediately, submission to the Division of Purchases of a **duplicate original** of a vendor's Quest Lite compatible electronic copy on a readable compact disk shall satisfy the statutory "public copy" requirements. Quest Lite software is defined in the Division of Purchases "State Procurement Regulations" §12.102.05 (Preparation of Proposal).

For further information, please see R.I. Gen. Laws § 37-2-18(j) and specific instructions at www.purchasing.ri.gov.

12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

two points shot of yearly average score

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 8/16/13

GEORGE SECCHIAROLI, PRESIDENT

Name and Title of company official signing offer _____ Print

DOCUMENT 00300
BID FORM

Date: 8/16/13

To: The Rhode Island Department of Administration
Division of Purchases
One Capitol Hill
Providence, Rhode Island 02908

Project: Re-Roofing and Related Roof Repairs at the command Readiness Center,
Rhode Island Army National Guard/Emergency Management Agency
Joint Force Headquarters, 645 New London Avenue, Cranston, RI 02920

Submitted By: A C & R INC.
(include Bidder's address, tel. & FAX nos., and License no. if applicable)
165CHELMSFORD ST LOWELL MA.01851
P/ 978-458-7400 F/978-458-7200 LIS# 220r

1. BASE BID PRICES:

Having examined the Place of the Work and all matters referred to in the "Instructions to Bidders" and "Supplementary Instructions to Bidders", and in the Contract Documents prepared by the Architect, Castellucci, Galli Corporation, for the above mentioned project, we the undersigned, hereby propose to enter into Contract to perform the Work at the site/building for the Base Bid Price indicated below, subject to additions and deductions according to the terms of the Contract Documents (drawings and specifications).

A. Base Bid Price:

(Written, and
EIGHT HUNDRED NINETY FIVE THOUSAND NINE HUNDRED (\$895,900.00)
Numerically

We have included the following Project Allowance(s) from Division 1, Section 01020 of the Specifications in the above Bid Sum:

- A. Testing Allowance: ----- \$ 12,500.00
- B. Roof Drain Inspection Allowance: ----- \$ 20,000.00
- C. Infrared Roof Scan Allowance: ----- \$ 18,500.00
- D. Drain Line Repair Allowance: ----- \$ 18,000.00

We propose to modify the above Bid sum by the following amounts, as identified by numbered Alternates specified in Section 01100 of the Technical Specifications, and as may be selected by the Owner.

Bid Alternate No. 1, deduct \$ 173,300.00
(Delete Roof Area "B")

Bid Alternate No. 2, deduct \$ 183,150.00
(Delete Roof Area "E")

Bid Alternate No. 3, deduct \$ 245,000.00
(Delete Roof Areas "F" & "F.1")

We propose the following Unit Prices for specific portions of the Work as listed below:

Contractor's Unit Price Note: The following Unit Prices are intended to provide the Owner with predetermined prices should changes to the Base Bid Contract be required. The Owner reserves the right to include any Unit Price Item for adding or deleting work. The Contractor agrees to modify his Base Bid by the shown amount. The prices herein established, include the net cost plus overhead and profit.

- A. Add to the Base Bid Price, the cost to provide "Dens-Deck" in accordance with General Roof Note No. 16 on Drawing A-1.

ALLOW: \$ 8.00 /sq. ft.

- B. Add to or deduct from the applicable Base Bid Price, the cost to provide mortar restoration in accordance with Section 04105, herein:

ALLOW: \$ _____ /sq. ft.

ALLOW: \$ 8.50 /L.F.

- C. Add to or deduct from the applicable Base Bid Price, the cost to clean and waterproof existing masonry in accordance with the Contract Documents.

ALLOW: \$ 5.00 /sq. ft.

- D. Add to or deduct from the applicable Base Bid Price, the cost to provide the Liquid-Applied Rubber Membrane (L.A.R.M.) in accordance with Section 07510, herein.

ALLOW: \$ 6.00 /sq. ft.

We have included the required Bid security in compliance with the "Invitation to Bid".

2. ACCEPTANCE

- A. This Bid shall be irrevocably open to acceptance for 60 days from the Bid closing date. If this Bid is accepted by the Owner within 60 days, we will:
- 1.) Execute the Agreement subject to compliance with required State regulatory agency approvals as described in the "Invitation to Bidders".
 - 2.) Furnish the required bonds in compliance with amended provisions of the "Instructions to Bidders".
 - 3.) Commence Work upon receipt of Purchase Order.
- B. If this Bid is accepted within 60 days, and we fail to commence the Work, or we fail to provide the required bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the value of the security deposit, or of the difference between this Bid and the Bid upon which the Contract is signed.
- C. In the event our Bid is not accepted within 60 days, the required security deposit shall be returned to the undersigned, in compliance with the provisions of the "Instructions to Bidders", unless a mutually satisfactory arrangement is made in writing for its retention and validity for an extended period of time.

3. CONTRACT TIME

- A. If the Base Bid is accepted, we will achieve Substantial Completion of the work in sixty (60) calendar days from receipt of a Purchase Order. Final completion of the work shall be thirty (30) calendar days, thereafter. Total contract time shall be ninety (90) calendar days.

4. LIQUIDATED DAMAGES, In as much as Time is of the Essence:

- A. If we fail to achieve certification of Final Completion at the expiration of the agreed upon Contract Time indicated above, we acknowledge we will be assessed Liquidated Damages for each calendar day the project continues to be in default of Final Completion as follows:

\$500.00 per calendar day per Contract.

- B. In addition to the Liquidated Damages indicated, the Contractor shall reimburse the Architect and the Architect's applicable consultants at \$175.00 per hour for any and all time applied to the applicable contract that exceeds the date of Final Completion unless otherwise agreed via written correspondence prior to the final date of completion of the work.

5. INCENTIVE PAYMENT:

- A. If we succeed in achieving certification of Final Completion before the expiration of the agreed upon Contract Time indicated above, we acknowledge we will be credited with an Incentive Payment for each calendar day remaining between the date of Final Completion Certification and the expiration of the agreed upon Contract Time, as follows:

\$400.00 per calendar day, up to a maximum incentive payment of \$4,000.00.

6. ADDENDA

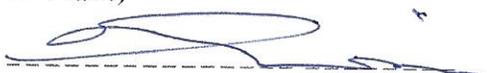
The following Addenda have been received. The noted modifications to the Bid Documents have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated 8/8/13
Addendum No. 2, dated _____ etc.

7. BID FORM SIGNATURES

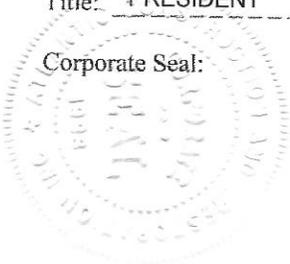
A C & R INC.

(Bidder's name)

By: 

Title: PRESIDENT

Corporate Seal:



END OF DOCUMENT



BID BOND
Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)

A C & R, Inc.
165 Chelmsford Street,
Lowell, MA 01851

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
53 State Street
Boston, MA 02109

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

State of Rhode Island
RI

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$

Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Re-Roofing & Related Repairs at Command Readiness Center; 11-09

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **16th** day of **August, 2013**

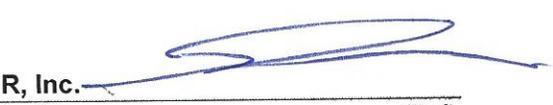


(Witness)

A C & R, Inc.

(Principal)

(Seal)



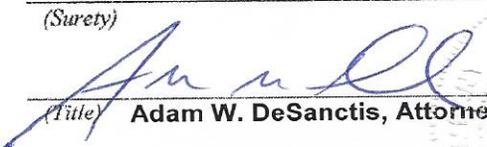
(Title)

President

Western Surety Company

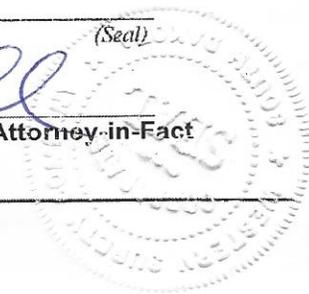
(Surety)

(Seal)



(Title)

Adam W. DeSanctis, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory D Juwa, Richard F Caruso, James J Axon, Michael F Carney, Wilder Parks Jr, Michael T Gilbert, Adam W De Sanctis, Christine B Gallagher, Bryan F Juwa, Paul A Patalano, David A Boutiette, Judy Dean, Rebecca Shanley, Individually

of Woburn, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of July, 2013.

WESTERN SURETY COMPANY



Paul T. Bruflat

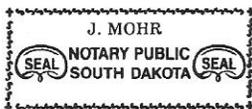
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 29th day of July, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 16th day of August, 2013.

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary