

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548445A1
Bid/RFP Title: ELEVATOR MAINTENANCE & REPAIRS AT THE STATE HOUSE, PROVIDENCE, RI- DOA -
ADDENDUM 1 (1 PG)
Opening Date & Time: 3/3/2014 11:00 AM
RIVIP Vendor ID #: 71135
Vendor Name: United Elevator Company, Inc.
Address: 150 recreation Park Drive
Suite #8
Hingham , MA 20243-0000
USA
Telephone: 781-740-2440
Fax: 781-740-9788
E-Mail: charlene@unitedelevatorcorp.com
Contact Person: Charlene Walsh
Title: President
R.I. Foreign Corp #: 000155128
Tax Id # 20-356450600

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.** For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.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. 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.

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548445A2
Bid/RFP Title: ELEVATOR MAINTENANCE & REPAIRS AT THE STATE HOUSE, PROV, RI - D0A -
ADDENDUM 2 (2 PGS)

Opening Date & Time: 3/10/2014 11:00 AM

RIVIP Vendor ID #: 71135

Vendor Name: United Elevator Company, Inc.

Address: 150 recreation Park Drive
Suite #8
Hingham , MA 20243-0000
USA

Telephone: 781-740-2440

Fax: 781-740-9788

E-Mail: charlene@unitedelevatorcorp.com

Contact Person: Charlene Walsh

Title: President

R.I. Foreign Corp #: 000155128

NOTICE TO VENDORS

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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) and the 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 clock in 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. 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 SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 *et seq.* and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 *et seq.* These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

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).

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):

- N 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.
- Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 12. I/we certify that the above vendor information is correct and complete.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

February 19, 2014

ADDENDUM NUMBER ONE

RFQ # 7548445

**TITLE: Elevator Maintenance & Repairs at the State House, Prov., RI -
DOA**

Closing Date and Time: 3/3/14 at 11:00 AM

Per the issuance of this ADDENDUM #1 (1) page, including this cover sheet)



Specification Change /Addition / Clarifications

We received one question regarding this bid.

1. Q. Who is the appropriate contact to set up an equipment survey?

**A. Please contact Mr. Ryan Haggerty at 401-222-5716 or by email:
Ryan.Haggerty@doa.ri.gov.**

**ACKNOWLEDGE THIS ADDENDUM NUMBER ONE ON IN YOUR BID
RESPONSE.**



State of Rhode Island
Department of Administration / Division of Purchases
One Capitol Hill, Providence, Rhode Island 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387
2/28/14

ADDENDUM # 2

RFQ # 7548445

BID TITLE: Elevator Maintenance & Repairs at the State House, Prov., RI, DOA

Clarifications to the original Terms and Conditions:

Per the issuance of this Addendum #2 (2) pages, the following change(s) are noted:

OPENING DATE AND TIME: 3/10/14 at 11:00 AM (NOTE CHANGE)

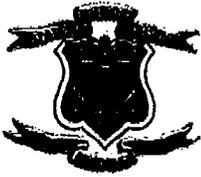
Please be advised the Bid Closing Date and Time has been extended to:

From: 3/3/14 at 11:00 AM

To: 3/10/14 at 11:00 AM

This Solicitation is deemed a PUBLIC COPY proposal. Attached is a copy of the Notice to Vendors dated 11/20/13. This notice outlines the vendor's responsibilities to meet the requirements of a PUBLIC COPY SOLICITATION. This form was erroneously omitted from the original bid package.

In addition please note the Apprenticeship Forms; six (6) pages in the original Solicitation are not applicable to this bid.



Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

CREATION DATE : 03-FEB-14
 BID NUMBER: 7548445
 TITLE: Elevator Maintenance & Repairs at the State House,
 Prov., RI, DOA
 BLANKET START : 01-APR-14
 BLANKET END : 31-MAR-17
 BID CLOSING DATE AND TIME: 03-MAR-2014 11:00:00

BUYER: Ohara 2nd, John F
 PHONE #: 401-574-8125

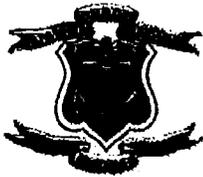
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 DOA CONTROLLER
 ONE CAPITOL HILL, 4TH FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
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 DOA CENTRAL SERVICES
 ONE CAPITOL HILL, 2ND FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
 US

Requisition Number: 1349866

Line	Description	Quantity	Unit	Unit Price	Total
	Blanket Requirement: April 1, 2014 - March 31, 2017.				
1	Two passenger elevators (92539 & 92540) ELEV MAINT/RPR STATE HOUSE RATE FOR MONTHLY SERVICE 4/1/14 - 6/30/14 (FY14)	3.00	Month	\$475.00	\$1,425.00
2	ELEV MAINT/RPR STATE HOUSE RATE FOR MONTHLY SERVICE 7/1/14 - 6/30/15 (FY15)	12.00	Month	\$500.00	\$6,000.00
3	ELEV MAINT/RPR STATE HOUSE RATE FOR MONTHLY SERVICE 7/1/15 - 6/30/16 (FY16)	12.00	Month	\$525.00	\$6,300.00
4	ELEV MAINT/RPR STATE HOUSE RATE FOR MONTHLY SERVICE 7/1/16 - 3/31/17 (FY17)	9.00	Month	\$550.00	\$4,950.00
5	ELEV MAINT/RPR STATE HOUSE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 4/1/14 - 6/30/14 (FY14)	2.00	Hour	\$200.00	\$400.00
6	ELEV MAINT/RPR STATE HOUSE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/14 - 6/30/15 (FY15)	20.00	Hour	\$200.00	\$4,000.00
7	ELEV MAINT/RPR STATE HOUSE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/15 - 6/30/16 (FY16)	20.00	Hour	\$200.00	\$4,000.00
8	ELEV MAINT/RPR STATE HOUSE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/16 - 3/31/17 (FY17)	18.00	Hour	\$200.00	\$3600.00
9	ELEV MAINT/RPR STATE HOUSE OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 4/1/14 - 6/30/14 (FY14)	2.00	Hour	\$325.00	\$650.00
10	ELEV MAINT/RPR STATE HOUSE OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/14 - 6/30/15 (FY15)	10.00	Hour	\$325.00	\$3,250.00
11	ELEV MAINT/RPR STATE HOUSE OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/15 - 6/30/16 (FY16)	10.00	Hour	\$325.00	\$3,250.00
12	ELEV MAINT/RPR STATE HOUSE OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/16 - 3/31/17 (FY17)	8.00	Hour	\$325.00	\$2,600.00
13	ELEV MAINT/RPR STATE HOUSE HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 4/1/14 - 6/30/14 (FY14)	2.00	Hour	\$155.00	\$310.00

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Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

CREATION DATE : 03-FEB-14
 BID NUMBER: 7548445
 TITLE: Elevator Maintenance & Repairs at the State House,
 Prov., RI, DOA
 BLANKET START : 01-APR-14
 BLANKET END : 31-MAR-17
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BUYER: Ohara 2nd, John F
 PHONE #: 401-574-8125

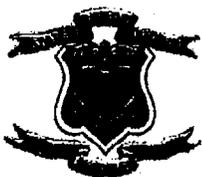
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 PROVIDENCE, RI 02908
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Requisition Number: 1349866

Line	Description	Quantity	Unit	Unit Price	Total
14	ELEV MAINT/RPR STATE HOUSE HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/14 - 6/30/15 (FY15)	20.00	Hour	\$155.00	\$3,100.00
15	ELEV MAINT/RPR STATE HOUSE HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/15 - 6/30/16 (FY16)	20.00	Hour	\$155.00	\$3,100.00
16	ELEV MAINT/RPR STATE HOUSE HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/16 - 3/31/17 (FY17)	18.00	Hour	\$155.00	\$2,790.00
17	ELEV MAINT/RPR STATE HOUSE O.T. HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 4/1/14 - 6/30/14 (FY14)	2.00	Hour	\$230.00	\$460.00
18	ELEV MAINT/RPR STATE HOUSE O.T. HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/14 - 6/30/15 (FY15)	10.00	Hour	\$230.00	\$2,300.00
19	ELEV MAINT/RPR STATE HOUSE O.T. HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/15 - 6/30/16 (FY16)	10.00	Hour	\$230.00	\$2,300.00
20	ELEV MAINT/RPR STATE HOUSE O.T. HELPER RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE 7/1/16 - 3/31/17 (FY17)	8.00	Hour	\$230.00	\$4,140.00
21	ANNUAL TEST	3.00	Each	\$650.00	\$1,950.00
22	3 YEAR TEST, IF REQUIRED	1.00	Each	\$650.00	\$650.00
23	6 YEAR TEST, IF REQUIRED 4/1/14-3/31/17 DISCOUNT FROM MANUFACTURE'S LIST PRICE FOR PARTS <u>1</u> % (COST PLUS NOT ACCEPTABLE). HOURS THE OVERTIME RATE APPLIES TO: FROM: <u>4:30PM</u> TO: <u>8:00AM</u> NO CHARGE FOR ANNUAL TEST ANY YEAR THAT A 3 OR 5 YEAR TEST IS REQUIRED.		Each	\$650.00	\$650.00

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

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BUYER: Ohara 2nd, John F
PHONE #: 401-574-8125

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ONE CAPITOL HILL, 4TH FLOOR
SMITH ST
PROVIDENCE, RI 02908
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ONE CAPITOL HILL, 2ND FLOOR
SMITH ST
PROVIDENCE, RI 02908
US

Requistion Number: 1349866

Line	Description	Quantity	Unit	Unit Price	Total

Delivery: _____

Terms of Payment: _____

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Specifications for Elevator Maintenance

I. General Requirements

- A. The Contractor shall be responsible for insuring that all work performed as scheduled maintenance or under separate order, not included in the maintenance service monthly cost as a result of inspection recommendations, is completed in compliance with chapter 23-33 of the General Laws of the State of Rhode Island as Amended, and The National elevator Code Section 8.6 ASME A17.1 must be complied within its entirety. He shall also pay for all permit fees required.
- B. If, at any time during the contract period, the Rhode Island Department of Labor, Division of Occupational Safety determines that the completed work has not been done in compliance with previously cited portions of Rhode Island Law, the Contractor shall correct the work to insure compliance, at no additional cost to the Department of Administration/Division of Central Services.
- C. Emergency Service
 - 1. The Contractor shall provide emergency call back service at any hour, at no additional cost over and above the monthly cost. This is a full service maintenance contract to include all emergencies and intervening services call in the monthly cost. This service shall consist of a prompt response to a request for services and such adjustments and/or repairs as may be required to restore the elevator to safe and satisfactory operation. Response times shall be: 1 hours during regular business hours; 2 hours during non-business hours; 20 minutes for entrapments; and 30 minutes to aid those with disabilities.
 - 2. Call back service shall be initiated by the Division of Central Services Office of Property Management during regular business hours or the Capitol Police during non-business hours. Service request from other sources must be verified before responding. The Contractor will respond immediately, regardless of the origin of the call, if someone is trapped in an elevator.
 - 3. The Contractor may invoice on a time and material basis, for authorized call backs in which the service requirement results from vandalism, negligence, abuse or misuse of the elevator by persons other than the Contractor, his agents or employees, or damages resulting from a cause other than normal wear and tear.

4. Invoices for billable call back service as required and described in paragraph 3 must include the date and time of the call and the name of the authorized caller. Also included shall be a copy of the technician's time sheet or service report clearly showing the time of arrival and departure, the nature of the service problem and its resolution, materials used, and a statement of the operation status of the elevator. It shall be the Contractor's responsibility to insure that his employees and agents maintain sufficient records to provide the Authority with all documentation required by this paragraph.
- D. Contractor personnel working in state building sign in and out at the Building Manager's office.

II. Scope of Service

- A. During regularly schedule maintenance the following services will be performed as required and/or as may be dictated by monthly inspections and the national Elevator Code Section 8.6 ASME A17-1 must be complied with in its entirety.
1. Clean the elevator machine, including motor and brake; control equipment including controller, selector, hoist way and car operating devises' safety equipment including car safeties, over speed governor, safety linkages, releasing devices, interlock and automatic door protective devices; door operator equipment including linkage, drive motor, speed reduction units and electro-mechanical or motor operated cam devices. In addition, contractor will brush down and vacuum the hoist way, divider beams, door hangers, car top and bottom, and doorsills (beyond opening). Elevator pits shall be kept clean and dry. Water or other liquids shall be pumped out.
 2. Lubricate bearings, gear reduction unit, selector, governor, tension frame, sheaves, hoist ropes, cam equipment, door operator, hangers, interlocks, safety and door operator linkages, roller guides and guide rails.
 3. Adjust associated equipment and devices including the following, providing the adjustment can be performed by the examiner as part of examiner's normal routine:
Operating switches and relays on the following: controller, selector, brake, governor, leveling device, car safety systems, door operator system including door protective device, car and hall button operating stations, and the hoist way and pit.
Mechanical and electro-mechanical devices (not requiring disassembly for adjustments) including brake, machine, safety

shoe and door operator linkages, hangers, interlocks, pit equipment, cams and rollers, roller guides and guide shoes.

4. Provide Parts and Supplies as Follows:

Lubricating oils and greases; cleaning materials; operating switch and relay components (including metal and carbon contacts, insulators, springs, connectors, holders, arc deflectors and barriers, and distance pieces); motor brushes, special lamps for cars and hall signal fixtures; and fuses (Except main line disconnect).

B. **Parts, Inventory and Wiring Diagrams:** Contractor will, during the term of this contract, maintain for the performance of routine preventive maintenance, either in each elevator machine room or as part of their inventory, a supply of frequently used replacement parts and lubricants selected by Contractor to meet the specific requirements of the units. Any parts replaced under this contract will be with new parts, manufactured or selected by Contractor or with parts refurbished to Contractor's standards. All replacement parts will be furnished by Contractor in exchange for the parts replaced. Contractor further agrees to maintain a supply of replacement parts in their local parts warehouse, available for express delivery in case of emergencies. Contractor, during the term of the contract must, obtain and maintain all original wiring diagrams for the units.

C. **Safety Tests**

1. Rhode Island General Law requires that car safety and speed governor devices be tested annually in the presence of a State Elevator Inspector or other authorized inspectors. The elevator Contractor shall schedule all tests to be completed no later than the last working day in May of each year.
2. Three-year full load safety test shall be performed on all hydraulic elevators and a five-year full load safety test shall be performed on all cable elevators in accordance with Rhode Island General Law.
- 2A. Hydraulic elevators must be maintained according to new regulations pertaining to underground cylinders.
3. The State Building and Grounds Coordinator shall be notified, by letter, when the testing date is established.
4. The Contractor shall furnish all necessary labor, tools, and weights required for the test. All necessary retests, as may be required by the State Elevator Inspector, will be made at no cost to the Division of Central Services.

III. Reports

- A. Service Personnel shall leave a written copy of a report of the condition of the elevators, which he has inspected, with the Building Manager when he signs out at the end of each monthly inspection.
- B. The State Buildings & Grounds Coordinator shall be immediately notified by service personnel of any elevator found in to be in unsafe operating condition. This notification shall be confirmed in a special report. The Contractor shall, within seven (7) calendar days, submit a report to the State Buildings and Grounds coordinator advising him of the problem, cost to repair, shutdown time, and if parts are required, the elapsed time required to obtain the parts.

IV. Vendor Requirements

- A. Bidders must visit the agency to review the work required and the equipment to be serviced.
- B. Vendors must ask questions and satisfy themselves that they fully understand this requirement. After the bids are opened, there will be no opportunity to change your bid price or negotiate the terms because of a misunderstanding of this requirement.
- C. Any objection to the specifications must be filed in writing with the Purchasing Agent at least 96 hours before the bid opening. This equipment is and has been, under a maintenance service type contract.
- D. Three successive one year contracts annually renewable at the discretion of the State. Termination may be affected by the State based upon determining factors such as unsatisfactory performance of the determination by the State to discontinue the service, or to revise the scope and need of the type of service; also, management-owner determinations that may preclude the need for service and subject to availability of funds. Termination will be effective thirty (30) days after notification by the State to discontinue service.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

**DIVISION OF PURCHASES
PUBLIC WORKS BID CLAUSES**

Offer to Contract

All bid proposals are subject to and constitute an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation, any addenda, applicable federal and municipal law, and the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), all of which are incorporated by this reference into any contract awarded pursuant to this solicitation.

The terms and conditions in these Division of Purchases Public Works Bid Clauses supersede any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation and shall govern this solicitation and the award of any contract pursuant to this solicitation.

Noncompliance

Bidders must comply with all requirements. Any failure to comply may result, at the discretion of the State Purchasing Agent, in the disqualification of the bid proposal.

Failure of the successful bidder to comply with the terms and conditions of the contract awarded pursuant to this solicitation may result in nonpayment, termination of the contract, suspension or debarment of the bidder, or any other necessary or appropriate remedy in the sole discretion of the State Purchasing Agent.

Addenda

Bidders are responsible for checking for addenda, all of which become incorporated into this solicitation upon posting on the Division of Purchases website at www.purchasing.ri.gov. No addenda will be posted within the 5-day period preceding the submission date for bid proposals.

Apprenticeship

The successful bidder must employ apprentices on this project (if the value of the project is at least \$1 Million) in accordance with the apprentice to journey person ratio for each trade approved by the State Apprenticeship Council. Specific information is available at www.dlt.ri.gov/apprenticeship.

Award

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid. A binding contract between the State of Rhode Island and the successful bidder will be formed only by the issuance of a Purchase Order by the Division of Purchases.

Bid Proposal Submission

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form) must be submitted in a *separate sealed envelope* with the specific "Bid Number" and the "Submission Date and Time" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered to the Division of Purchases (via mail or messenger service) by the date and time specified for the submission of bid proposals. Bidders should allow at least one hour additional time for parking and clearance through security checkpoints when delivering a bid proposal in person or by messenger. Bids must be addressed to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908-5855

Bid proposals that are not present in the Division of Purchases at the date and time specified for the submission of bid proposals for whatever reason will be deemed late and will not be considered. The submission time will be determined by the time clock in the Division of Purchases. Postmarks will not be considered proof of timely submission.

n/a **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal.

Contractors Registration

The bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

Divestiture of Investments in Iran Requirement

No bidder engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each bidder submitting a bid proposal or entering into a renewal of a contract is required to certify that the bidder does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws § 37-2.5-3.

Equal Opportunity

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the State Equal Opportunity Office.

Foreign Corporations

No foreign corporation may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State. The successful bidder will be required to provide a Good Standing Certificate issued by the Rhode Island Secretary of State within the 10-day period following the tentative letter of award.

Inspection

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project site, including (without limitation) checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal.

Insurance

The successful bidder must submit a certificate of insurance that references the solicitation number and names the State of Rhode Island as "certificate holder" and as "additional insured" upon the issuance of the tentative letter of award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 20 days' advance notice of cancellation will be sent to: Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, Providence, Rhode Island 02908-5855, fax # 401-574-8387, and provide evidence of the following specific types and amounts of insurance:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including non owned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000

The State Purchasing Agent reserves the right to accept alternate forms and plans of insurance and/or to required additional or more extensive coverage.

Licenses

The successful bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any governmental authority to perform such work.

Minority Business Enterprises

Respondents should be aware of all applicable MBE requirements, as set forth in R. I. Gen. Law § 37-14.1-1, et seq. The State's goal is for a minimum ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or charles.newton@doa.ri.gov, Visit the website <http://www.mbe.ri.gov/>

Occupational Safety

The successful bidder must ensure (if the total project cost is at least \$100,000) that all employees at the project site possess a card issued by the United States Department of Labor certifying successful completion of an OSHA ten (10) hour construction safety program.

Payment and Performance Bonds

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

Prebid Conference

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

Public Copy

Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. For further information on how to comply with this statutory requirement, see R. I. Gen. Laws § 37-2-18(b), Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

Reservation of Rights

The Division of Purchases reserves the right to revoke, suspend, or terminate this solicitation at any time in its sole discretion.

Subcontractors

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The Division of Purchases reserves the right to reject any such bid proposal.

Substitutions

Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. A request for substitution must include the detailed information necessary for a comprehensive evaluation.

Taxes

The State of Rhode Island is exempt from federal excise taxes and state sales and use taxes. The bidder shall not include such taxes in any prices in the bid proposal.

Termination

The Division of Purchases reserves the right to terminate any contract awarded pursuant to this solicitation at any time, for any reason, with or without cause.

Wages

For contracts that total less than \$1 Million

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (for the various trades) on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, and submit certified weekly payroll forms on a monthly basis to the agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

For contracts that may total \$1 Million or Greater

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates for the various trades on a weekly basis, pay one and one-half times the applicable prevailing wage rates to any worker who works more than 40 hours in any one week or more than 8 hours in any one day, submit certified weekly payroll forms on a monthly basis to the agency, and maintain (for contracts totaling \$1 Million or more) a certified prevailing wage daily log at the project site. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at www.dlt.ri.gov, must be posted at the project site.

Withdrawal

Bid proposals are irrevocable for a period of 60 days following the due date for their submission.

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

RIVIP INFO - BID SUBMISSION REQUIREMENTS

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. 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.

**MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND,
DIVISION OF PURCHASES**

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

PURCHASE AGREEMENT BID

BIDDING (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. **ORDERING** (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra large requirements for delivery to specific destinations.

WORK ORDER LIMITATIONS

IN NO EVENT WILL ANY INDIVIDUAL WORK ORDER EXCEED \$5,000.00 WITHOUT PRIOR APPROVAL OF THE OFFICE OF PURCHASES.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33,

CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

CHARGES PERMITTED

NO CHARGES OTHER THAN PARTS AND LABOR ON THE JOB - NO TRAVEL, NO MILEAGE, NO MISCELLANEOUS CHARGES, NO PORTAL TO PORTAL.



**RI Department of Labor and Training
Workforce Regulation and Safety Division
Professional Regulation - Prevailing Wage**

General Contractor Apprenticeship Certification Form

This form **MUST** be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at www.dlt.ri.gov, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7548445

Bid/RFP Title: ELEVATOR MAINTENANCE & REPAIR AT THE STATE HOUSE, PROV., RI, DOA

RIVIP Vendor ID#: 71135

Vendor Name: United Elevator Company, Inc.

Address: 150 Recreation Park Drive, Suite #8, Hingham, 02043

Telephone: 781-740-2440

Fax: 781-740-7988

E-Mail: Charlene@unitedelevatorcorp.com

Contact Person and Title: Charlene Walsh / President

United Elevator Company, Inc. (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13- 3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Charlene Walsh / President
Printed Name and Title of Authorized Representative
Charlene M. Walsh
Signature of Authorized Representative

3/3/14
Date



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

TTY:

Via RI Relay 711

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

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

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

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at www.dlt.ri.gov/pw/Posters.htm .poster/hm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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

TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

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

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

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13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at www.dlt.ri.gov/pw.

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

By: [Signature] Charlene Walsh

Title: President United Elevator Company, Inc.

Subscribed and sworn before me this 3 day of March, 2014

LAURIE B. PENDERGAST
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires April 10, 2020

[Signature] Laurie Pendergast

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

TITLE 37
Public Property and Works
CHAPTER 37-13
Labor and Payment of Debts by Contractors
SECTION 37-13-5

§ 37-13-5 Payment for trucking or materials furnished - Withholding of sums due. -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

APPENDIX B

TITLE 37

Public Property and Works

CHAPTER 37-13

Labor and Payment of Debts by Contractors

SECTION 37-13-7

§ 37-13-7 Specification in contract of amount and frequency of payment of wages.

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

State of Rhode Island
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 \$60 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 Social Security Number box]

20354506
20-3564506

NAME United Elevator Company, Inc.

ADDRESS 150 Recreation Park Drive, Suite #8

(REMITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE Hingham, MA 02043

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I 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.

Certification Instructions – You must cross out item (2) above if you have been notified by the 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 *Charlene Walsh* **TITLE** *President* **DATE** *3/3/14* **TEL NO.** *781-740-2440*

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