

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7548481
Bid/RFP Title: EXTERIOR RESTORATION OF KINGSTON STATION - DOT (26 PGS)

Opening Date & Time: 3/21/2014 10:30 AM

RIVIP Vendor ID #: 8522

Vendor Name: Martone Service Company
Address: 22 Sextant Lane
Narragansett, RI 02882
USA

Telephone: (401) 792-3847
Fax: (401) 792-3717
E-Mail: mike@martonepainting.com
Contact Person: Michael R. Martone
Title: President
R.I. Foreign Corp #:

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.

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.



Request for Quote

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

BUYER: Hill, Lisa
PHONE #: 401-574-8118

CREATION DATE: 12-FEB-14
BID NUMBER: 7548481
TITLE: EXTERIOR RESTORATION - KINGSTON STATION
(PUBLIC COPY)

BID CLOSING DATE AND TIME: 10-MAR-2014 01:00:00

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DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 243
SMITH ST
PROVIDENCE, RI 02903
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DOT PROPERTY & MANAGEMENT
TWO CAPITOL HILL, 325
SMITH ST
PROVIDENCE, RI 02908
US

Requisition Number: 1354722

Line	Description	Quantity	Unit	Unit Price	Total
1	THERE WILL BE A PRE-BID CONFERENCE ON TUESDAY FEBRUARY 25, 2014 @10:00 AM KINGSTON STATION 1 RAILROAD AVENUE KINGSTON, RI PROVIDE A TOTAL COST, INCLUDING ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PERFORM THE EXTERIOR RESTORATION OF KINGSTON STATION IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS	1.00	Each		\$74,017.-

Seventy-Four thousand,
Seventeen dollars 00/100

in RM

Delivery: _____

Terms of Payment: _____

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

EXTERIOR RESTORATION PROJECT



STATE OF RHODE ISLAND DIVISION OF PURCHASES

SOLICITATION #7548481

EXTERIOR RESTORATION PROJECT AT KINGSTON STATION

GENERAL DESCRIPTION OF PROJECT

Vendor will provide a total cost to restore, prepare and paint all exterior painted surfaces which includes the wood frame building, surrounding railings, wood decking and roof. Vendor will also make necessary repairs to all exterior window glazing. Project is located at Kingston Station, 1 Railroad Ave, Kingston, RI. (See below)

Built in 1875, Kingston Station is a structure of historic significance and the State is seeking a qualified contractor with considerable experience with historical structures.

SCOPE OF WORK:

VENDOR WILL:

- PROVIDE ALL LABOR, MATERIALS & EQUIPMENT TO RESTORE, PREPARE AND PAINT ALL PAINTED SURFACES WITH YELLOW/GREEN, MEDIUM GREEN, AND DARK GREEN PAINT COLORS (siding, shingles, fascia, soffits, trim, etc.) ON THE MAIN BUILDING. THE COLOR GRAY SHALL MATCH EXISTING ON THE SURROUNDING IRON RAILINGS LOCATED WITHIN THE TRAFFIC CIRCLE IN FRONT OF THE STATION.
- PRIOR TO ORDERING PAINT, CONTRACTOR SHOULD CONTACT RIDOT PROPERTY MANAGER FOR SPECIFIC PAINT COLOR CODES. (AT PRE-BID MTG, CONTRACTOR WILL BE GIVEN COLOR ELEVATIONS SHOWING PAINT

EXTERIOR RESTORATION PROJECT

COLOR SCHEMATIC PLACEMENT AND COLOR SAMPLES.) CONTRACTOR SHALL FOLLOW THE PAINT COLOR SCHEMATIC AS A GUIDE FOR COLOR PLACEMENT.

- INSPECT ALL WINDOWS. REMOVE AND REPAIR ALL BROKEN OR DAMAGED WINDOWS, GLAZING AND REPLACE & PAINT TO MATCH EXISTING.
- GENTLY POWERWASH – should not be stronger than what comes out of a garden hose) ALL WOOD SURFACES USING TRISODIUM PHOSPHATE, BLEACH AND JOMAX (OR SIMILAR SUBSTITUTE PRODUCT TO BE REVIEWED WITH PROJECT MANAGER) TO REMOVE ALL SURFACE CONTAMINANTS.
- POWER WASH EXTERIOR DECKING.
- SCRAPE ALL LOOSE AND PEELING PAINT TO A SOUND SUBSTRATE.
- SAND ALL SURFACES PRIOR TO PAINTING AND BETWEEN COATS. Orbital sanders or belt sanders are allowed on flat surfaces only. Molded profiles must be hand scraped. Rotary sanders are not permitted.
- REMOVE AND REPLACE ANY BROKEN GLASS WITH A MATCHING REPLACEMENT.
- GLAZE ALL REPAIRED WINDOWS USING DAP #33 GLAZING COMPOUND.
- PRIME ALL GLAZING WITH ONE (1) COAT SHERWIN WILLIAMS DURATION OIL BASE PRIMER.
- SCRAPE AND REMOVE ALL RUST AND FAILING PAINT FROM EXTERIOR IRON RAILINGS LOCATED WITHIN TRAFFIC CIRCLE. SPOT PRIME ONE COAT RUSTOLIUM PRIMER AND TWO COATS RUSTOLIUM PAINT (or SHERWIN WILLIAMS EQUIVALENT) TO MATCH EXISTING (GRAY).
- APPLY TWO COATS OF BLEACHING OIL TO ALL ROOF SHINGLES.
- APPLY TWO (2) COATS OF PROTECTIVE DECKING TREATMENT TO ALL WOOD DECKING
- COMPLETELY REMOVE ALL LOOSE AND CRACKED CAULKING. CAULK ALL JOINTS AND VOIDS USING SHERWIN WILLIAMS LIFETIME CAULKING (OR SIMILAR SUBSTITUTE PRODUCT TO BE APPROVED BY PROJECT MANAGER).
- PRIME (by brush or roller – NO SPRAYING ALLOWED) ALL PREVIOUSLY PAINTED & BARE WOOD SURFACES WITH ONE (1) COAT SHERWIN WILLIAMS OIL-BASED EXTERIOR WOOD PRIMER.

EXTERIOR RESTORATION PROJECT

- APPLY (by brush or roller – NO SPRAYING ALLOWED) TWO COATS OF SHERWIN WILLIAMS DURATION EXTERIOR GLOSS PAINT TO ALL EXTERIOR PAINTED SURFACES TO MATCH PAINT COLORS ON SCHEMATIC DRAWING.
- VENDOR WILL OBTAIN A “BUILDING CODE PERMIT” FROM THE STATE BUILDING COMMISSION AT ONE CAPITOL HILL, PROVIDENCE, RI 02908, AND ALL OTHER APPLICABLE STATE & TOWN PERMITS AS REQUIRED.
- VENDOR WILL ENSURE ALL WORK IS DONE IN CONCURRENCE WITH ALL APPLICABLE OSHA STANDARDS AND PRACTICES.
- AMTRAK: VENDOR SHALL NOTIFY BOTH RIDOT AND AMTRAK OF PAINTING SCHEDULE AND COORDINATE WITH ONSITE AMTRAK PERSONEL ON A DAILY BASIS. PRIOR TO PROJECT START, CONTRACTOR SHALL MEET WITH AMTRAK AND THE RIDOT PROPERTY MANAGER ONSITE TO DISCUSS SAFETY CONCERNS AND WORK LIMITATIONS AROUND THE HIGH SPEED ACELA RAILWAY.
- CARE WILL BE REQUIRED WHEN WORKING AROUND THE BUILDING SO AS TO NOT INTERFERE WITH AMTRAK SERVICE OR AMTRAK CUSTOMERS. COORDINATION WITH THE PROJECT MANAGER AND THE AMTRAK PERSONEL IS ESSENTIAL AND NECESSARY TO PERFORM THE WORK REQUIRED.
- ALL WORK SHALL BE CARRIED OUT IN A MANNER THAT MINIMIZES DAMAGE TO THE STATION AND ITS HISTORIC FABRIC.
- THE VENDOR SHALL VIEW THE AREA OF CONSTRUCTION PRIOR TO BEGINNING WORK AND BRING TO THE ATTENTION OF THE PROPERTY MANAGER ANY DAMAGES.
- THE VENDOR SHALL RESTORE (TO THE SATISFACTION OF THE PROPERTY MANAGER AND, IF NECESSARY, A MEMBER OF THE RI HISTORIC PRESERVATION & HERITAGE COMMISSION) ALL BUILDING ELEMENTS DAMAGED BY HIS WORK. SUCH REPAIR WORK WILL BE UNDERTAKEN AT THE CONTRACTOR’S SOLE COST.
- ANY SURFACE PREPARATION, PUTTYING, OR PAINTING REQUIRED TO RESTORE THE BUILDING SHALL BE CARRIED OUT AS CALLED IN THIS CONTRACT.
- KINGSTON STATION IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES AND REQUIRES SPECIAL CONSIDERATION IN REGARD TO WORK THAT MAY ALTER SIGNIFICANT ARCHITECTURAL ELEMENTS THAT CONTRIBUTE TO ITS NATIONAL REGISTER ELIGIBILITY. THEREFORE, ALL

EXTERIOR RESTORATION PROJECT

WORK PERFORMED ON THE BUILDING MUST BE CONSISTENT WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION.

http://www.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm

- Bidder must also read and refer to the Secretary of the Interior's National Park Service Preservation Brief #10 regarding Paint Problems. <http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

DEMONSTRATED EXPERIENCE IN PAINTING/REPAIRING/RESTORING HISTORIC BUILDINGS IN ACCORDANCE WITH THE SECRETARY OF THE INTERIOR'S STANDARD FOR REHABILITATION WITH SPECIFIC EMPHASIS ON HISTORIC EXTERIOR FINISHES AND MATERIALS IS REQUIRED.

Bidder must PROVIDE DOCUMENTATION (LOCATIONS, CONTACT NAMES AND PHONE NUMBERS) OF THE LOCATIONS OF AT LEAST FIVE (5) SUCCESSFULLY COMPLETED PAINTING PROJECTS (within the last 5 years) SIMILAR IN TYPE TO THE WORK PERFORMED UNDER THIS CONTRACT.

** SEE ATTACHED LIST*

- PROJECT MUST BE COMPLETED WITHIN SIXTY (60) DAYS OF THE BID AWARD DATE.

-END-

MARTONE

SERVICE COMPANY, INC.

Contractor Qualifications- Projects completed that are listed on the Historical National Register

- Firm name, contact and history indicating the numbers of years
Martone Service Company, Inc., Michael Martone, President, Incorporated April 22, 1996 – 18 years
1. **The Hale House – Pettaquamscutt Historical Society** – 2636 Kingstown Road, Kingstown, RI
Built in 1858 – 156 years old
Contract price \$185,000.00
Placed on the National Register of Historic Places in 1958
Repaired deteriorated features and painted the exterior and interior.
Started May / 2010 – Completed August / 2010
Lori Urso 401/783-1328
 2. **Kingston Free Library** – 2605 Kingstown Road, Kingstown, RI
Built in 1775 – 239 years old
Placed on the National Register of Historic Places in 1974
Contract price \$ 80,000.00
Prepare restore and preserving new wood shingles on the Bell Tower mansard roof.
Started August / 2011 – Completed October 2011
Shirley Long 401/789-1555
 3. **Woonsocket Train Depot** – One Depot Square, Woonsocket, RI
Built in 1847 – 167 years old
Contract price \$86,175.00
Placed on the National Register of Historic Places 1976
Contract price \$ 86,175.00
Restored and painted all exterior surfaces and repair/ preserved all exterior window glazing.
Started October / 2012 – Completed December / 2012
Daniel Clarke 401/438-8233
 4. **St Peters by The Sea Episcopal Church** – 72 Central Street, Narragansett, RI
Built in July 1869 – 145 year old
Placed on the National Register of Historic Places in 1982
Contract price \$196,000.00
Complete interior restoration on the painting, plastering, repair pews, and preserving architectural art with stenciling work throughout entire church.
Started August / 2012 – Completed March / 2013
Rev Casey Shobe 401/783-4623
 5. **Beneficent Congregational Church** – 300 Weybosset Street, Providence, RI
Built 1800 - 214 years old
Placed on the national register of Historic places in 1972
Contract price \$69,000.00
Chemically removed and stripped all lead based paint down to bare wood on the front of the building.
Painted the front including all windows, columns, trim, clapboards and soffits.
Started in August of 2012 – Completed November of 2012
Pastor Nicole Grant Yonkerman 401-331-9844

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

SURETY REQUIREMENTS

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.ri.gov. SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT

(AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT,
WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION &
INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.



**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: 7548481
Bid/RFP Title: Exterior Restoration of Kingston Station
RIVIP Vendor ID#: 8522
Vendor Name: Martone Service Company Inc.
Address: 22 Sextant Lane Narragansett, RI 02882
Telephone: 401-792-3847
Fax: 401-792-3717
E-Mail: Mike@Martoneservicecompany.com
Contact Person and Title: Michael Martone, President

Martone Service Company Inc. 22 Sextant Ln, Narragansett, RI (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).

Michael R. Martone, president

Printed Name and Title of Authorized Representative

March 20, 2014

Date



Signature of Authorized Representative



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

General Contractor Apprenticeship Re-
Certification and Certification Form

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

Bid/RFP Number: 7548481
Bid/RFP Title: Exterior Restoration of Kingston Station
RIVIP Vendor ID#: 8522
Vendor Name: Martone Service Company, Inc
Address: 22 Seward Lane, Narragansett, RI 02882
Telephone: 401-792-3847
Fax: 401-792-3717
E-Mail: Mike@MartoneServiceCompany.com
Contact Person and Title: Michael R Martone, president

Part A

Martone Service Company, 22 Seward Ln, Narr., RI (Company Name & Address) (hereafter "General Contractor") hereby re-certifies that it meets the apprenticeship requirements of R. I. Gen. Laws § 37-13-3.1 because General Contractor meets one of the following qualifications (check):

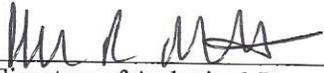
- A. General Contractor sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. General Contractor 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. ___ General Contractor 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. ___ General Contractor 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. ___ General Contractor will not perform work on the awarded contract except through subcontractors (non performance);
- F. ___ General Contractor has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of RIGL §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Matrone Service Company, 22 Sextant Ln, Narr, RI (Company Name & Address) (hereafter "General Contractor") hereby certifies that its subcontractor(s) meet the apprenticeship requirements under R. I. Gen. Laws § 37-13-3.1.

Michael R Matrone president
Printed Name and Title of Authorized Representative

MARCH 20, 2014
Date


Signature of Authorized Representative



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue
Cranston, RI 02920-4407

TTY: Via RI Relay 711

Lincoln D. Chafee
Governor

Charles J. Fogarty
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS

(37-13-1 ET SEQ.)

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

All Prevailing Wage Contractors and Subcontractors are required to:

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

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TTY via RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue

Cranston, RI 02920-4407

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

Lincoln D. Chafee
Governor
Charles J. Fogarty
Director

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

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

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

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

CERTIFICATION

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

By: [Signature]

Title: [Signature]

Subscribed and sworn before me this 20 day of March, 2014

[Signature]
Notary Public
My commission expires: 2-22-16

JENNIFER ILLUZZI
Notary Public-State of Rhode Island
My Commission Expires
February 22, 2016

*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.
TTY via RI Relay 711*

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **MARTONE SERVICE CO., INC., 22 Sextant Lane, Narragansett, Rhode Island** as Principal, hereinafter called the Principal, and **NGM INSURANCE COMPANY** a corporation duly organized under the laws of the State of **Florida** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid** Dollars **(5% of Bid)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Exterior Restoration Project at Kingston Station; Project No. 7548481**

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

Signed and sealed this **21st** of **March**, 2014

[Signature]
(Witness)

[Signature]
(Witness)

MARTONE SERVICE CO., INC.
(Principal) (Seal)
By: [Signature]
Michael A. Martone (Title) **President**

NGM INSURANCE COMPANY
(Surety) (Seal)
By: [Signature]
Denise A. Chianese, (Title) **Attorney-in-Fact**



06-0278630

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **David J Byrne III, Denise A Chianese, Charles A Byrne** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Five Million Dollars (\$5,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day January, 2012

NGM INSURANCE COMPANY By:

Bruce R Fox

Bruce R Fox
Assistant Vice President, General
Counsel and Secretary

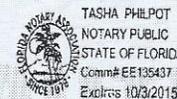


State of Florida,
County of Duval.

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 3rd day of January 2012.

Tasha Philpot



I, Brian J Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 21st day of March 2014

Brian J Beggs

WARNING: Any unauthorized reproduction or alteration of this document is prohibited.
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claims



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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548481A1
Bid/RFP Title: EXTERIOR RESTORATION - KINGSTON STATION - ADDENDUM 1 (5 PGS)

Opening Date & Time: 3/21/2014 10:30 AM

RIVIP Vendor ID #: 8522

Vendor Name: Martone Service Company
Address: 22 Sextant Lane
Narragansett , RI 02882
USA

Telephone: (401) 792-3847
Fax: (401) 792-3717
E-Mail: mike@martonepainting.com
Contact Person: Michael R. Martone
Title: President
R.I. Foreign Corp #:

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.

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

ADDENDUM #1

RFQ #7548481

TITLE: EXTERIOR RESTORATION – KINGSTON STATION

OPENING DATE AND TIME: MARCH 21, 2014 – 10:30 A.M.(NOTE CHANGE)

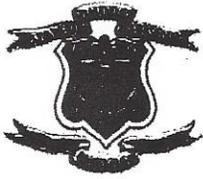
Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

The following should be added to the scope of work required in connection with the above:

1. BID OPENING DATE AND TIME HAVE BEEN CHANGED FROM: 3/10/14 – 1:00 P.M.
3/21/14 – 10:30 A.M.
2. Replace all broken or missing wood trim to match existing (shape and wood species), caulk seams, prime and paint in accordance with scope of work.
3. Spot replace broken or missing window glazing on ALL windows, as needed, and paint in accordance with scope of work.



LISA HILL
CHIEF BUYER



Request for Quote

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

CREATION DATE : 27-FEB-14
BID NUMBER: 7548481,1
TITLE: EXTERIOR RESTORATION - KINGSTON STATION
(PUBLIC COPY)

BID CLOSING DATE AND TIME: 21-MAR-2014 10:30:00

BUYER: Hill, Lisa
PHONE #: 401-574-8118

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T
O
DOT ACCOUNTS PAYABLE
TWO CAPITOL HILL, RM 243
SMITH ST
PROVIDENCE, RI 02903
US

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H
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P
T
O
DOT PROPERTY & MANAGEMENT
TWO CAPITOL HILL, 325
SMITH ST
PROVIDENCE, RI 02908
US

Requisition Number: 1354722
Amendment Description: ATTACHED IS ADDENDUM 1 CHANGING DATE BID AND TIME:

FROM: 3/10/14 - 1:00 PM
TO: 3/21/14 - 10:30 AM

ALSO, CHANGES AND MODIFICATIONS ARE BEING MADE.

Line	Description	Quantity	Unit	Unit Price	Total
1	THERE WILL BE A PRE-BID CONFERENCE ON TUESDAY FEBRUARY 25, 2014 @10:00 AM KINGSTON STATION 1 RAILROAD AVENUE KINGSTON, RI PROVIDE A TOTAL COST, INCLUDING ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO PERFORM THE EXTERIOR RESTORATION OF KINGSTON STATION IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS	1.00	Each		\$74,017.-

Seventy-four thousand, seven hundred dollars

Delivery: _____

Terms of Payment: _____

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

Contract Terms and Conditions

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Terms and Conditions

BID STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS BID

SURETY REQUIREMENTS

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

WAGE REQUIREMENTS

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at www.purchasing.ri.gov. SELECT "BIDDING INFORMATION", THEN "GENERAL INFORMATION", AND THEN SELECT "PREVAILING WAGE TABLES". PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID. BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES.

INSURANCE REQUIREMENTS

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT.

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: * PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER. * BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION. * SCHOOL BUSING - AUTO LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION. * ENVIRONMENTAL IMPAIRMENT

(AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT,
WHICHEVER IS GREATER. * VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION &
INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.

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

SECTION 1 - VENDOR INFORMATION

Bid/RFP Number: 7548481A2
Bid/RFP Title: EXTERIOR RESTERIOR - KINGSTON STATION - ADDENDUM 2 (2 PGS)

Opening Date & Time: 3/21/2014 10:30 AM
RIVIP Vendor ID #: 8522
Vendor Name: Martone Service Company
Address: 22 Sextant Lane
Narragansett, RI 02882
USA

Telephone: (401) 792-3847
Fax: (401) 792-3717
E-Mail: mike@martonepainting.com
Contact Person: Michael R. Martone
Title: President
R.I. Foreign Corp #:

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.

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.

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.

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 MARCH 20, 2014

Michael R Nactone president Print
Name and Title of company official signing offer



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

ADDENDUM # 2

3/5/14
Solicitation #7548481

Title: Exterior Restoration – Kingston Station

Submission Deadline: March 21, 2014 @ 10:30 AM (ET)

Per the issuance of ADDENDUM # 2 the following are noted:

Prospective bidders and all concerned are hereby advised of the attached changes/modifications for the above referenced RFQ and are hereby requested to change their copies accordingly.

The following should be added to the scope of work required in connection with the above:

Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.

Lisa Hill
Chief Buyer



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

Solicitation #7548481

Title: Exterior Restoration – Kingston Station

- \$5,000 add-on for misc incidentals as pre-approved by the D.O.T. Project Manager.
- REPLACE ALL MISSING MOLDING TO MATCH EXISTING. CAULK SEAMS, SAND PRIME AND PAINT AS OUTLINED IN SCOPE OF WORK.
- METHOD OF REPAIR TO ANY ROTTED MOLDING SHOULD BE DISCUSSED WITH PROPERTY MANAGER PRIOR TO BEGINNING REPAIR.
- SAND, REMOVE LOOSE PAINT, PRIME AND PAINT – BLACK IRON RAILING attached to south elevation (at stairway leading to the basement door), sand to remove loose paint and apply one coat rust-prohibitive primer (such as Rustoleum brand) and match existing top coat using two coats black high gloss rust-prohibitive paint (such as Rustoleum brand). THE RAILING ALONG THE BACK DECK BETWEEN THE STATION PLATFORM AND THE BUILDING IS NOT INCLUDED IN THIS PROJECT.
- WOOD DECK– extends from the back of the building to the black iron railing and INCLUDES the wood steps and handicap ramp. ALL work on the deck must be done in the evenings after train/bike traffic has slowed and must be completed in phases so as to not interfere with Amtrak service or customer traffic.
- No persons associated with this project are allowed to use or place materials and equipment on the black asphalt area (platform) adjacent to the high speed rail tracks. This is Amtrak property. ALL work to be done on the wood handicap ramp and steps must be coordinated/scheduled with the Property Manager, who will notify Amtrak officials prior to work. Any unauthorized work or activity on Amtrak property may result in a fine issued by Amtrak. Contractor will assume all costs associated with this fine.

End Document