

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **NARRAGANSETT IMPROVEMENT COMPANY, 223 Allens Avenue, Providence, Rhode Island** as Principal, hereinafter called the Principal, and **THE OHIO CASUALTY INSURANCE COMPANY** a corporation duly organized under the laws of the State of **New Hampshire** as Surety, hereinafter called the Surety, are held and firmly bound unto **STATE OF RHODE ISLAND, DEPARTMENT OF ADMINISTRATION, DIVISION OF PURCHASES**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid (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 **Command Readiness Center/Schofield Armory Site; Construction/Redesign, Cranston, Rhode Island; project No. 7548984**

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 **22nd** day of **September, 2014**.

Mary B. McArthur
(Witness)

Paul J. Byrne
(Witness)

NARRAGANSETT IMPROVEMENT COMPANY
(Principal) (Seal)

By: Jon S. Toegemann
(Title) Vice President

THE OHIO CASUALTY INSURANCE COMPANY
(Surety) (Seal)

By: Denise A. Chianese
Denise A. Chianese, (Title) Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6618564

American Fire and Casualty Company
The Ohio Casualty Insurance Company

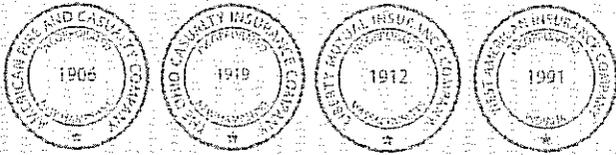
Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charles A. Byrne; David J. Byrne III; Denise A. Chlanese

all of the city of East Providence, state of RI each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 20th day of June, 2014.



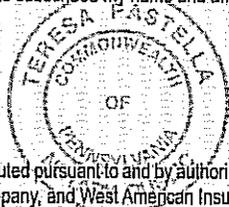
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 20th day of June, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

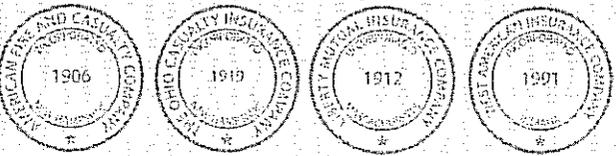
ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of September, 2014.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Solicitation #:7548984

Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD
ARMORY SITE CONSTRUCTION-RE-DESIGN

BID FORM (REVISED 9-16-14)

To: The State of Rhode Island Department of Administration
Division of Purchases, 2nd Floor
One Capitol Hill, Providence, RI 02908-5855

Bidder: Narragansett Improvement Company

Legal name of entity
223 Allens Avenue, Providence, RI 02903

Address (street/city/state/zip)
Kevin T. Dorsey Superintendent kdorsey@nicori.com

Contact name Contact email
(401) 996-9475 (401) 351-6444

Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (*including the costs for all Allowances, Bonds, and Addenda*):

\$ 1,132,000.00

(base bid price *in figures* printed electronically, typed, or handwritten legibly in ink)

One Million One Hundred Thirty Two Thousand Dollars, No Cents

(base bid price *in words* printed electronically, typed, or handwritten legibly in ink)

• **Allowances**

The Base Bid Price ***includes*** the costs for the following Allowances:

No. 1: Quantities and Payment of Unanticipated Unsuitable Soils:

a. The Contractor shall carry in the Base Bid for 100 cubic yards for removal of unanticipated unsuitable materials and replacement with compacted in place, as directed herein. The Base Bid shall cover all costs related to such excavation, removal off site, and replacement with compacted fill of approved material, overhead, and profit. No amount other than that herein specified will be paid by the Owner for excavation herein defined.

i. If the total quantity of unanticipated unsuitable materials and its replacement with compacted fill exceeds the amount included in the Contract as

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ARMORY SITE CONSTRUCTION-RE-DESIGN

listed above, the Owner shall pay the excess excavation and replacement at the unit price of \$30.00 per cubic yard.

ii. If the total quantity of unanticipated unsuitable material and its replacement with compacted fill is less than the amount included in the contract as listed above, the contract sum will be decreased by the difference in excavation and its replacement multiplied by the unit price of \$27.00 per cubic yard.

No. 2: Quantities and Payment of Rock Excavation:

a. The Contractor shall include in his base bid 100 cubic yards of Bulk Excavation rock and its removal from site.

i. If the total amount of rock within bulk excavation exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of rock within bulk excavation at the Unit Price of \$120.00 per cubic yard.

ii. If the total amount of rock within bulk excavation is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in amount multiplied by Unit Price of \$108.00 cubic yard.

b. The Contractor shall include in his base bid 100 cubic yards of trench rock and its removal from site.

i. If the total amount of trench rock exceeds the amount included in the Contract hereinabove, the Owner shall pay for the excess amount of trench rock at the Unit Price of \$200.00 per cubic yard.

ii. If the total amount of trench rock is less than the amount included in the Contract hereinabove, the Contract sum will be decreased by the difference in trench rock multiplied by the Unit Price of \$180.00 per cubic yard.

Bonds

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

• **Addenda**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1 dated: 9/16/14

Addendum No. 2 dated: _____

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ARMORY SITE CONSTRUCTION-RE-DESIGN

Addendum No. 3 dated: _____

Addendum No. 4 dated: _____

Addendum No. 5 dated: _____

Addendum No. 6 dated: _____

2. ALTERNATES (Additions/Subtractions to Base Bid Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.

Check "Add" or "Subtract."

X Add Subtract Alternate No. 1: Contractor shall design, furnish, and install one (1) factory built, factory delivered, above-ground guard booth mounted on the existing cast-in-place structural concrete base and shall provide all necessary internal supports, controls, utility connections, and other necessary appurtenances.

The building shall be in accordance with Section 13 34 23 of the Contract Specifications for the Pre-fabricated Steel Guard Building.

\$ 56,000.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Fifty Six Thousand Dollars, No Cents

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

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ARMORY SITE CONSTRUCTION-RE-DESIGN

Add Subtract Alternate No. 2: Contractor shall install a new entrance sign with associated shrubs and landscaped area as depicted on the Bioretention Area 3 & Sign Detail Plan, Sheet L1.1.

Sign shall be installed in accordance with the provided detail and shop drawings shall be submitted to the owner prior to any purchasing or construction. The sign legend, font and size shall be determined during the review of the shop drawings. The sign material shall be 3'x8' reinforced redwood panel, double sided, or an approved equal. Samples shall be submitted to the owner for approval to determine the background color. The contractor shall coordinate the 15" diameter logos to be installed on the stone columns with the owner.

The sign support shall be constructed as a 2'x2' stone column. The columns shall be furnished with angular cut stone in random sizes not to exceed 12"x18" and shall be face laid with tight recessed mortar joints and a flat face finish. Shop drawings shall be submitted to the owner and architect for both the stone finish and all hardware required for connections to the columns. The stone columns shall be connected to a concrete footing with a depth of 3'-6" reinforced with #4 bars at 12" on center.

The shrubs, flowers and landscaped area shall be installed by a qualified landscape contractor in the location depicted on the plans. Shrubs and other plantings shall be planted in accordance with the drawings and specifications. The Contractor shall be responsible to water the shrubs and flowers as required for the duration of the project. Following completion of the project, watering shall be the responsibility of the Owner. The Contractor is responsible to provide new vegetation within the limit of disturbance as depicted on the landscape plan.

\$ 24,000.00

(amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Twenty Four Thousand Dollars, No Cents

(amount *in words* printed electronically, typed, or handwritten legibly in ink)

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ARMORY SITE CONSTRUCTION-RE-DESIGN

3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

Remove and Replace 8" Drain Pipe - Unit Price No. 1:

\$ 60.00

(per linear foot) (amount in *figures* printed)
Sixty Dollars, No Cents

(per linear foot) (amount in *words* printed)

Contractor shall provide a unit price to remove and replace 8" drain pipe with new 8" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

Remove and Replace 10" Drain Pipe - Unit Price No. 2:

\$ 65.00

(per linear foot) (amount in *figures* printed)
Sixty Five Dollars, No Cents

(per linear foot) (amount in *words* printed)

Contractor shall provide a unit price to remove and replace 10" drain pipe with new 10" drain pipe. All removal and disposal of pipe shall be done in accordance with Section 31 11 00 of the Contract Specifications for Site Preparation. All replacement of damaged pipe shall comply with Section 33 40 00 Storm Drainage. All pipe segments replace shall be done using corrugated double wall (smooth interior) HDPE pipe. As required within the specifications, shop drawings shall be submitted for pipe materials. It shall be the Contractor's responsibility to maintain existing inverts where pipe segments are to be replaced.

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Solicitation Title: COMMAND READINESS CENTER/SCHOFIELD
ARMORY SITE CONSTRUCTION-RE-DESIGN

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Start of construction: Within 7 days of issuance of Purchase Order
- Substantial completion: September 30, 2015
- Final completion: September 30, 2015

5. LIQUIDATED DAMAGES

There are no Liquidated Damages under this Contract.

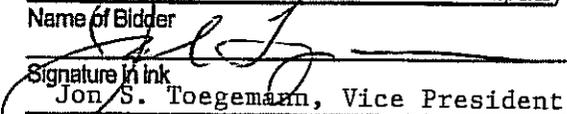
This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 9/22/14

Narragansett Improvement Company
Name of Bidder

Signature in Ink
Jon S. Toegemann, Vice President
Printed name and title of person signing on behalf of Bidder
4812
Bidder's Contractor Registration Number

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

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber: 7548984A1
Bid/RFP Title: COMMAND READINESS CENTER/SCHOFIELD ARMORY SITE CONSTRUCTION/RE-DESIGN-ADD. 1 (13 PGS & ZIP FILE)

Opening Date & Time: 9/22/2014 10:30 AM

RIVIP Vendor ID #: 1336

Vendor Name: Narragansett Improvement Company

Address: 223 Allens Avenue
Providence , RI 02903-4993
USA

Telephone: 401-996-9473

Fax: 401-351-6444

E-Mail: jtoegemann@nicori.com

Contact Person: Jon S. Toegemann

Title: Vice 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.dli.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.

