

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7550052  
**Solicitation Title:** ELEVATOR MAINTENANCE AND REPAIRS FOR THE HEALTH LAB, DOA (34 PGS)

**Bid Proposal Submission  
Deadline Date & Time:** 12/16/2015 11:00 AM

**RIVIP Vendor ID #:** 8802  
**Bidder Name:** ThyssenKrupp Elevator  
**Address:** 44 Albion Rd  
Suite 103  
Lincoln , RI 02865  
USA

**Telephone:** 401-258-8381  
**Fax:** 866-223-1880  
**Contact Name:** Sarah Martin  
**Contact Title:** Account Manager  
**Contact Email:** sarah.martin@thyssenkrupp.com

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N 1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N 2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N 3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.



Certification details (continue on additional sheet if necessary):

Lined area for certification details.

Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

BIDDER

Date: 12/14/15

ThyssenKrupp Elevator
Name of Bidder
Signature: Sarah Martin
Printed name and title of person signing on behalf of Bidder: Sarah Martin, Account manager

THYSSENKRUPP ELEVATOR CORPORATION  
UNANIMOUS CONSENT OF DIRECTORS  
(Election of Officers)

The undersigned, being all of the directors of ThyssenKrupp Elevator Corporation (the "Company"), do hereby waive all required notice and consent to the following:

WHEREAS, the undersigned acknowledge the retirement of William Barry Petch and his resignation as President of the Company, effective December 31, 2010.

WHEREAS, the undersigned deem it in the Company's best interest to elect officers.

NOW, THEREFORE, IT IS:

RESOLVED, that the following persons are elected to the offices of the Company set opposite their respective names:

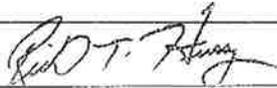
<u>Name</u>	<u>Office</u>
Richard T. Hussey	President
James Harrison	Executive Vice President and CFO
Stuart Prior	Executive Vice President
David Turnage	Vice President – Tax
Eric Scrudders	Executive Vice President and General Counsel
Lawrence C. Paulson	Secretary
Alan S. Weisser	Assistant Secretary
Joseph Braman	Assistant Secretary
Charles Califf	Assistant Secretary
Scott J. Silitsky	Vice President–Contracts and Assistant Secretary

RESOLVED, that such persons shall constitute all of the Company's officers, to serve in that capacity until their respective successors are duly elected and shall qualify, or until their resignation or removal.

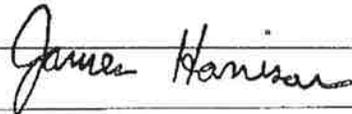
RESOLVED, that this consent may be executed in separate written counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the undersigned, being all the directors of ThyssenKrupp Elevator Corporation, have executed this consent effective as of the 1st day of January, 2011.

DIRECTORS:



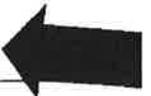
Richard T. Hussey



James Harrison



Eric Scrudders





# Request for Quote

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

CREATION DATE : 16-NOV-15  
 BID NUMBER: 7550052  
 TITLE: Elevator Maintenance and Repairs for the Health Lab., DOA  
 BLANKET START : 01-JAN-16  
 BLANKET END : 31-DEC-18  
 BID CLOSING DATE AND TIME: 16-DEC-2015 11:00:00

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

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

Requestion Number: 1421265

Line	Description	Quantity	Unit	Unit Price	Total
1	Blanket Requirement: January 1, 2106 - December 31, 2018. Location: Chapin Health Lab 50 Orms St. Providence, RI.  Elevator (1) 92541 Hydraulic.  Regular Time: Mom-Fri, 7:00 AM - 4:30 PM Overtime: 4:30 PM - 8:00 AM Mon-Fri, Sat, Sun Holidays  1/1/16 - 6/30/16 HEALTH LAB ELEVATOR MONTHLY SERVICE	6.00	Month	175	1050
2	7/1/16 - 6/30/17 HEALTH LAB ELEVATOR MONTHLY SERVICE	12.00	Month	180	2160
3	7/1/17 - 6/30/18 HEALTH LAB ELEVATOR MONTHLY SERVICE	12.00	Month	185	2220
4	7/1/18 - 12/31/18 HEALTH LAB ELEVATOR MONTHLY SERVICE	6.00	Month	190	1140
5	1/1/16 - 6/30/16 RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	200	200/hr
6	7/1/16 - 6/30/17 RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	60.00	Hour	205	205/hr
7	7/1/17 - 6/30/18 RATE PER HR ON SITE WORK NOT COVERED	60.00	Hour	210	210/hr
8	7/1/18 - 12/31/18 RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	215	215/hr
9	1/1/16 - 6/30/16 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	340	340/hr
10	7/1/16 - 8/30/17 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	350	350/hr

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



# Request for Quote

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

CREATION DATE : 16-NOV-15  
 BID NUMBER: 7550052  
 TITLE: Elevator Maintenance and Repairs for the Health Lab., DOA

BLANKET START : 01-JAN-16  
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 BID CLOSING DATE AND TIME: 16-DEC-2015 11:00:00

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

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 DOA CENTRAL SERVICES  
 ONE CAPITOL HILL, 2ND FLOOR  
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 PROVIDENCE, RI 02908  
 US

Requisition Number: 1421265

Line	Description	Quantity	Unit	Unit Price	Total
11	7/1/17 - 6/30/18 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	360	360/hr
12	7/1/18 - 12/31/18 OVERTIME RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	370	370/hr
13	1/1/16 - 6/30/16 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	160	160/hr
14	7/1/16 - 6/30/17 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	60.00	Hour	165	165/hr
15	7/1/17 - 6/30/18 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	60.00	Hour	170	170/hr
16	7/1/18 - 12/31/18 APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	175	175/hr
17	1/1/16 - 6/30/16 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	270	270/hr
18	7/1/16 - 6/30/17 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	280	280/hr
19	7/1/17 - 6/30/18 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	30.00	Hour	290	290/hr
20	7/1/18 - 12/31/18 O.T. APPRENTICE RATE PER HR ON SITE WORK NOT COVERED BY MONTHLY SERVICE	15.00	Hour	300	300/hr
21	1/1/16 - 12/31/18 COST FOR ANNUAL TEST, IF NEEDED	3.00	Each	∅	∅
22	1/1/16 - 12/31/18 COST FOR THREE (3) YEAR FULL LOAD (NO SEPARATE CHARGE FOR ANNUAL TEST ANY YEAR THAT THE 3 YEAR TEST IS COMPLETED)	1.00	Each	∅	∅
	1/1/16 - 12/31/18 PARTS AT MANUFACTURERS LIST PRICE LESS 10 %				

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# Request for Quote

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

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TITLE: Elevator Maintenance and Repairs for the Health Lab., DOA

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

Requisition Number: 1421265

Line	Description	Quantity	Unit	Unit Price	Total
	(Cost plus is unacceptable).				

Delivery: \_\_\_\_\_

Terms of Payment: \_\_\_\_\_

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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](http://www.purchasing.ri.gov)

Specifications for Elevator Maintenance

I. General Requirements

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

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

## II Scope of Service

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

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

4. Provide Parts and Supplies as Follows:

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

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

C Safety Tests

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

### III Reports

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

### IV Vendor Requirements

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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Website: [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**DIVISION OF PURCHASES  
INSTRUCTIONS TO BIDDERS  
PUBLIC WORKS SERVICES (PWS)**

**Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the bid proposal.

**Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

**Offer to Contract**

Bid proposals constitute an offer to contract with the State of Rhode Island through the Department of Administration Division of Purchases on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

### **Addenda**

Responses to questions from bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted as addenda on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

### **Inspection**

The bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying site conditions, any limitations, and other details, prior to preparing and submitting its bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered.

### **Prebid Conference**

At the discretion of the State Purchasing Agent, a prebid conference - mandatory or nonmandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a nonmandatory prebid conference. The bidder's representative must register with the Division of Purchases at a mandatory prebid conference and identify the bidder he or she represents.

### **Costs**

The bidder is responsible for all costs and expenses to develop and submit a bid proposal in response to this solicitation.

### **Preparation of Bid Proposal**

Bid proposals must be made on the Request for Quote included in the solicitation. The bidder must complete the Unit Price and Total columns for each item listed and include specifications (including specifications where the solicitation requires a particular brand) in a legible manner, printed electronically, typed, or handwritten in ink. Items in catalogs must be clearly marked and pages tabbed. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

This solicitation contains a Bid Preparation Checklist to assist the bidder in preparing a bid proposal for submission.

### **Submission of Bid Proposal**

Each bid proposal (a complete package, with the signed Bidder Certification Cover Form, signed Request for Quote, Bid Surety, IRS Form W-9, and public copy CD-R media disk) must be submitted in a *separate sealed envelope* with the bidder's name and address and the specific "Solicitation Number," "Solicitation Title," and the "Submission Deadline" marked in the upper left-hand corner of the envelope.

*The bid proposal must be delivered to the Division of Purchases (via mail, messenger service, or personal delivery by the bidder) by the date and time specified for the bid proposal submission deadline. Bidders should mail bid proposals sufficiently in advance of the bid proposal submission deadline to ensure timely delivery to the Division of Purchases or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints. Bid proposals must be addressed to:*

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

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

At the bid proposal submission deadline, bid proposals will be opened and read aloud in public.

### **Charges**

Bid proposals shall include only materials, parts, and labor in the Unit Price and Total. Travel, mileage, or other miscellaneous charges shall not be included in the Unit Price or Total.

### **Bidder Certification Cover Form**

The bidder must download, complete, sign, and submit the Bidder Certification Cover Form for this solicitation as the first document with each bid proposal. The Bidder Certification Cover Form is downloadable with the solicitation from the Division of Purchases website by logging in as a RIVIP vendor and clicking on the applicable "Bid Number."

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 *et seq.* Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a **read-only** CD-R media disk. The disk must include **all of the documents** submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder and RIVIP vendor ID number; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

SolicitationNumber\_Bid Proposal Submission Deadline\_BidderName\_VendorID.pdf

The bid proposal submission deadline must appear as mm-dd-yyyy. The bidder name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

**Example:** 7543210\_11-08-2013\_OceanStateCompanyInc\_9867.pdf

The public copy of each bid proposal will be posted on the Division of Purchases website. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

*For Rhode Island Department of Transportation highway and bridge projects, in addition to the Quest Lite compatible electronic copy and one hard copy, the bidder must also include a duplicate original of the Quest Lite compatible electronic copy on a **read-only** CD-R media disk as the "public copy."*

## **Contractors Registration**

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

### **Subcontractors**

The bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful bidder must establish to the satisfaction of the State Purchasing Agent the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation.

### **Taxes**

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

### **Bid Surety**

Bidders must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the bid proposal. *(Bidders for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.)* An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful bidder who fails to submit the additional documentation required by the tentative letter of award and/or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all bidders until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

### **Divestiture of Investments in Iran Requirement**

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

### **Domestic Steel**

Any steel products required by the plans and specifications in this solicitation must be formed, extruded, forged, cast, fabricated, or otherwise processed from steel made in the United States.

### **Withdrawal**

A bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

### **Reservation of Rights**

The Division of Purchases reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

### **Award**

The State Purchasing Agent, in his or her sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible bidder who submits the lowest responsive and responsible bid proposal. The State Purchasing Agent may determine, in his or her sole discretion, the low bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Request for Quote. The successful bidder will receive a tentative letter of award from the Division of Purchases with instructions for the bidder to submit further documentation. A binding contract, to the extent of available funds, between the State of Rhode Island and the successful bidder will be formed by the issuance, *and only by the issuance*, of a Purchase Order from the Division of Purchases. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency. The issuance of the Purchase Order and the continuation of any contract awarded pursuant to this solicitation is contingent upon the availability of funds.

### **Prevailing Wages**

The successful bidder and its subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

### **Occupational Safety**

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

### **Hazardous Substances**

The successful bidder must submit a chemical identification list to the Rhode Island Department of Labor and Training upon receipt of a Purchase Order from the Division of Purchases prior to performance of the contract awarded pursuant to this solicitation and make available to all employees a list of any hazardous substances that may present a risk of exposure.

### **Substitutions**

Any proposal in response to a request for substitutions in the solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Division of Purchases. All substitution approvals will be posted, as addenda to the solicitation on the Division of Purchases website.

### **Licenses**

The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

## Insurance

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

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
Comprehensive General Liability	
Bodily injury	\$1 Million each occurrence \$1 Million annual aggregate
Property damage	\$500,000 each occurrence \$500,000 annual aggregate
Independent contractors Contractual (including construction "hold harmless" and other types of Contracts or agreements in effect for insured operations) Completed operations Personal injury (with employee exclusion deleted)	
Automobile Liability	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
Workers Compensation	
Coverage B	\$100,000
Environmental Impairment ("pollution control")	\$1 Million or 5% of contract amount, whichever is greater

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

### **Minority Business Enterprises**

The Division of Purchases reserves the right to give additional consideration to bid proposals submitted by minority/women business enterprises certified by the Division of Purchases, Minority Business Office ("MBEs") provided that any such bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Division of Purchases, to be within a competitive range.

Any bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the 21-day period following the tentative letter of award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

### **Equal Opportunity**

The successful bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office) within the 21-day period following the tentative letter of award. Information about this requirement is available at [www.diversity.ri.gov/eo/eoepagehome.htm](http://www.diversity.ri.gov/eo/eoepagehome.htm) or (401) 222-3090.

### **Drug-Free Workplace**

The successful bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the 21-day period following the tentative letter of award.

### **Sprinkler Impairment**

The successful bidder must comply with the requirements of the State of Rhode Island's insurance carrier for sprinkler impairment and hot work, accessible at the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

### **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful bidder, if a corporation or limited liability company, will be required to provide a Good Standing Certificate, and if a limited partnership, will be required to provide a Letter of Legal Existence, issued by the Rhode Island Secretary of State within the 21-day period following the tentative letter of award.

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

### **Binding Contract**

A binding contract between the State of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the Division of Purchases, *and only by the issuance of a Purchase Order, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Bid Preparation Checklist, the Request for Quote, the Bidder Certification Cover Form, the Agreement (if applicable to this solicitation), and also the Purchase Order. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order and, in addition, an authorization from the user agency.

### **Compliance with Terms of Contract**

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



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](http://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](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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

TTY via RI Relay 711



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

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

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

**CERTIFICATION**

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

By: *Sarah Martin*  
Title: Account Manager

Subscribed and sworn before me this 14 day of Dec., 2015

*Melanie L. Lanctot*  
Notary Public  
My commission expires: 1/16/17

**MELANIE L. LANCTOT**  
Notary Public, State of Rhode Island  
My Commission Expires Jan. 16, 2017  
ID # 754884

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*TTY via RI Relay 711*

