

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

**RVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

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

**Solicitation Number:** 7550225  
**Solicitation Title:** ELEVATOR MAINTENANCE & REPAIRS FOR (4) URI CAMPUSES 29 PAGES AND 1 ZIP FILE  
**Bid Proposal Submission Deadline Date & Time:** 2/25/2016 11:30 AM  
**RVIP 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.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

*attached*

Disclosure details (continue on additional sheet if necessary):

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### SECTION 3 —CERTIFICATIONS

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

Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.

**THE BIDDER CERTIFIES THAT:**

- 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- 7. 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.
- 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

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: 2/25/16

Name of Bidder: Sarah Martin, ThyssenKrupp Elevator
Signature in ink: Sarah Martin
Printed name and title of person signing on behalf of Bidder: Sarah Martin Acct. Mgr.

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 Pletch 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:

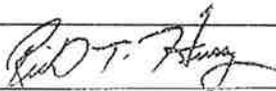
<u>Name</u>	<u>Office</u>
Richard T. Hussey	President
James Harrison	Executive Vice President and CFO
Stuart Prior	Executive Vice President
David Turnage	Vice President – Tax
Eric Scrudders	Executive Vice President and General Counsel
Lawrence C. Paulson	Secretary
Alan S. Weisser	Assistant Secretary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

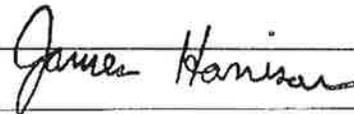
RESOLVED, that this consent may be executed in separate written counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same document.

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





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)

**Solicitation #7550225**

**Elevator Maintenance and Repairs for (4) URI Campuses**

**Instructions to Vendors for Submitting Price Quotes**

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**NOTE: The following instructions are in addition to the Public Copy (Disc) requirement.**

A Disk Based File is attached that includes an Excel Spreadsheet for submission of vendor quotes for this solicitation.

Please submit a DISC Copy of your Quotes in the same excel format provided.

Bidders are instructed to submit pricing ONLY in excel on the Disk Based Excel File. Please do not print the Sample Spread Sheet(s) and manually enter pricing.

Once Disk Based File is completed submit an electronic version in Excel on a disc. Also submit a printed, hard copy, of your Excel spread sheet/disc.

**To summarize: Bidders will be submitting a disc (CD) copy of quotes in Excel format plus a hard (paper) copy of Excel Request for Quote in addition to the Public Copy Disc.**



# Request for Quote

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

CREATION DATE : 29-JAN-16  
BID NUMBER: 7550225  
TITLE: Elevator Maintenance and Repairs for (4) URI  
Campuses  
  
BLANKET START : 01-APR-16  
BLANKET END : 31-DEC-18  
BID CLOSING DATE AND TIME:25-FEB-2016 11:30:00

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

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URI OFFICE OF CAPITAL PROJECTS  
SHERMAN BLDG  
523 PLAINS RD  
KINGSTON, RI 02881  
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URI OFFICE OF CAPITAL PROJECTS  
SHERMAN BLDG  
523 PLAINS RD  
KINGSTON, RI 02881  
US

Requisition Number: 1429778

Line	Description	Quantity	Unit	Unit Price	Total
1	<p>Blanket Requirement: April 1, 2016 - December 31, 2018.</p> <p>DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI DIVISION OF PURCHASES WEBSITE AT WWW.PURCHASING.RI.GOV.</p> <p>4/1/16-12/31/18 Elevator Maintenance per the attached for all four University of Rhode Island Campuses. NOTE: VENDORS DO NOT NEED TO ENTER PRICING ON THIS PAGE. SUBMIT YOUR PRICING ON THE ENCLOSED EXCEL SPREADSHEET.</p>	1.00	Total		

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

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
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**GROUP PURCHASING ORGANIZATIONS (GPO):**

**THE UNIVERSITY OF RHODE ISLAND IS A MEMBER OF THE FOLLOWING:**

- 1) Educational & Institutional Cooperative Purchasing (E&I)
- 2) Provista

IF THIS IS A MULTI-YEAR BID/CONTRACT. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE UNIVERSITY. TERMINATION MAY BE EFFECTED BY THE UNIVERSITY BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE UNIVERSITY TO DISCONTINUE THE GOODS/SERVICES; OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/ SERVICES AND SUBJECT TO AVAILABILITY OF FUNDS.

**DELIVERY AS REQUESTED**

**BLANKET REQUIREMENTS 4/1/16 - 12/31/18**

This is a full maintenance contract to include systematic maintenance, inspection, parts and all safety tests on the list of sixty (66) elevators and nine (9) wheel-chair lifts located in various buildings on the Kingston, Narragansett Bay Campus, Alton Jones Campus of the University of Rhode Island and CCE-Providence Campus.

**Extent of Coverage**

Regularly and systematically examine, adjust, lubricate, and whenever required as the result of wear and tear of normal elevator usage repair or replace the equipment using trained personnel directly employed and supervised by you to maintain the equipment in operating condition.

Furnish all labor, parts, tools, specialized testing equipment, computerized diagnostic equipment, lubricants, cleaning compounds and cleaning equipment.

After the annual and other elevator inspections all routine and contract required repairs and service shall be completed within 15 working days and the proper notice sent to the State of Rhode Island, and The University of Rhode Island.

All State of Rhode Island elevator laws and regulations shall be met under this contract.

This service contract shall cover all maintenance and normal wear and tear repairs as part of the base bid and shall not be billable. Student damage shall be a billable item under this contract.

A minimum of 1 hour of maintenance per month per unit is required to properly maintain the listed equipment. Log books and maintenance charts are to be supplied and maintained in each machine room for each elevator. The log books and charts will become the property of the University.

Relamp all signals as required during regular examinations only.

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
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Periodically examine and test the hydraulic system and/or governor, safeties, and buffers on the equipment as outlined in American National Standard Safety Code for elevators and wheelchair lifts. A.N.S.I. A17.1 and Rhode Island state elevator F Code 2.50L current editions of the date of this agreement is submitted.

The annual safety test is to be included and scheduled with the proper authorities. The test will be performed on a date chosen by the authorities, in addition, the five-year full load safety test shall be performed in accordance with Rhode Island General Law. The contractor shall furnish all necessary labor, tools and weights for the test. All necessary retests, as may be required by the state elevator inspector, will be made at no cost to the University of Rhode Island.

**Hours of Service**

All service work is to be performed during the regular work day (8:00am and 5:00pm). A two (2) hour response time is required for routine service calls. All service work shall be accomplished during normal working hours unless authorized by the assistant director Facilities Services or his/her appointed representative.

This agreement is to include emergency service callbacks as required. An emergency call shall be defined as one in which personnel are trapped inside an elevator car or hoist way or any other condition that presents an immediate danger to personnel or threatens damage to the University or State assets. A one (1) hour response time is required for an emergency call back twenty-four (24) hours a day, seven (7) days a week. After receiving a request for emergency service, the work shall be prosecuted continuously until the emergency situation is resolved. After resolving the emergency condition, work completion may be processed during normal working hours. Emergency call back as a result of vandalism is to be billed on a time and material basis.

The contractor shall, within five (5) days after the award, provide means for the University to contact the contractor twenty-four (24) hours a day during the contract period to provide the required service to the elevators and chair lifts.

The contractor will punch in/out on the time clock provided at the operations Control Center located in the Sherman Building.

**Although the University is requesting pricing per unit, it is the University's intention that service, for all of the elevators and chair lifts, is performed by a single contractor, or to award by campus, whichever is in the best interest of the University.**

The following pricing is for the period 4/1/16 - 6/30/16

<u>BUILDING</u>		<u>MAKE</u>			
URI Kingston Campus:					
1	210 Flagg Road	Thyssen	3	Month	\$ 190 \$ 570
2	Alumni Center	Otis	3	Month	\$ 190 \$ 570
3	Ballentine	RI Elevator	3	Month	\$ 190 \$ 570
4	Barlow	Otis	3	Month	\$ 190 \$ 570
5	Bliss	2500# Freight	3	Month	\$ 190 \$ 570

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
6	Browning	3	Month	\$ 190	\$ 570
7	Butterfield	3	Month	\$ 190	\$ 570
8	Carlotti	3	Month	\$ 190	\$ 570
9	CBLs #1 - Center for Biological Sciences	3	Month	\$ 190	\$ 570
10	CBLs #2 - Center for Biological Sciences	3	Month	\$ 190	\$ 570
11	Chafee #1	3	Month	\$ 290	\$ 870
12	Chafee #2	3	Month	\$ 290	\$ 870
13	Coastal Institute	3	Month	\$ 190	\$ 570
14	COP-1 - College of Pharmacy	3	Month	\$ 190	\$ 570
15	COP-2 - College of Pharmacy	3	Month	\$ 190	\$ 570
16	CPRC - Cancer Prevention Research Center	3	Month	\$ 190	\$ 570
17	Crawford	3	Month	\$ 190	\$ 570
18	East Hall	3	Month	\$ 290	\$ 870
19	Eddy #1	3	Month	\$ 190	\$ 570
20	Eddy #2	3	Month	\$ 190	\$ 570
21	Fascitelli Fitness Center	3	Month	\$ 290	\$ 870
22	Fine Arts #1	3	Month	\$ 190	\$ 570
23	Fine Arts #2	3	Month	\$ 190	\$ 570
24	Fogarty	3	Month	\$ 290	\$ 870
25	Garrahy	3	Month	\$ 190	\$ 570
26	Green Hall	3	Month	\$ 190	\$ 570
27	Hillside Hall - 1	3	Month	\$ 290	\$ 870
28	Hillside Hall - 2	3	Month	\$ 290	\$ 870
29	Hope Common's Dining #1	3	Month	\$ 190	\$ 570
30	Hope Common's Dining #2	3	Month	\$ 190	\$ 570
31	Kelly Annex	3	Month	\$ 190	\$ 570
32	Kirk	3	Month	\$ 190	\$ 570
33	Library #1	3	Month	\$ 190	\$ 570
34	Library #2	3	Month	\$ 190	\$ 570
35	Lippitt Hall	3	Month	\$ 190	\$ 570
36	Morrow	3	Month	\$ 190	\$ 570
37	Morrill	3	Month	\$ 190	\$ 570
38	Memorial Union Pass	3	Month	\$ 190	\$ 570
39	Memorial Union Freight	3	Month	\$ 190	\$ 570
40	Multicultural	3	Month	\$ 190	\$ 570
41	Pastore	3	Month	\$ 290	\$ 870
42	Peck	3	Month	\$ 190	\$ 570
43	Potter	3	Month	\$ 190	\$ 570
44	Quinn	3	Month	\$ 190	\$ 570
45	Ranger	3	Month	\$ 290	\$ 870
46	Rodman Hall	3	Month	\$ 190	\$ 570
47	Roosevelt	3	Month	\$ 190	\$ 570
48	Swan Hall (Independence)	3	Month	\$ 190	\$ 570
49	Tootell	3	Month	\$ 190	\$ 570
50	Tyler	3	Month	\$ 190	\$ 570
51	Weldin	3	Month	\$ 190	\$ 570
52	Wiley #1	3	Month	\$ 190	\$ 570
53	Wiley #2	3	Month	\$ 190	\$ 570

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
54	White #1	3	Month	\$ 190	\$ 570
55	White #2	3	Month	\$ 190	\$ 570
56	Woodward	3	Month	\$ 290	\$ 870
	<b>CHAIRLIFTS</b>				
57	Bressler	3	Month	\$ 150	\$ 450
58	Chafee	3	Month	\$ 150	\$ 450
59	Edwards	3	Month	\$ 150	\$ 450
60	Swan Hall (Independence) Auditorium - Chair Lift	3	Month	\$ 150	\$ 450
61	Tootell (Pool)	3	Month	\$ 150	\$ 450
62	Washburn	3	Month	\$ 150	\$ 450
	<b>BUILDING</b>				
	<b>URI Providence Campus (80 Washington Street, Providence):</b>				
63	CCE Elevator 1	3	Month	\$ 290	\$ 870
64	CCE Elevator 2	3	Month	\$ 290	\$ 870
65	CCE Elevator 3	3	Month	\$ 290	\$ 870
66	CCE Elevator 4	3	Month	\$ 290	\$ 870
	<b>CHAIRLIFTS</b>				
67	CCE-Providence	3	Month	\$ 150	\$ 450
	<b>Narragansett Bay Campus (Narragansett, RI):</b>				
68	Coastal Institute	3	Month	\$ 190	\$ 570
69	Horn	3	Month	\$ 190	\$ 570
70	OSEC (Ocean Science & Exploration Ctr)	3	Month	\$ 190	\$ 570
71	Watkins	3	Month	\$ 190	\$ 570
72	CACS (Center for Atmospheric Chemistry Studies)	3	Month	\$ 190	\$ 570
	<b>CHAIRLIFTS</b>				
73	NBC Middleton Lab	3	Month	\$ 150	\$ 450
	<b>W. Alton Jones (West Greenwich, RI):</b>				
74	Sycamore Lodge	3	Month	\$ 190	\$ 570
	<b>CHAIRLIFTS</b>				
75	WAJ Env Ed Center	3	Month	\$ 150	\$ 450
76	FY '16 (1/1/16 - 6/30/16)	20	HR	\$ 250	\$
	Rate per Hour for Authorized Call Back	10	HR	\$ 425	\$
	Overtime Rate per Hour on Site				

The following pricing is for the period 7/1/16-6/30/17

**BUILDING**

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
77	URI Kingston Campus:				
	210 Flagg Road	12	Month	\$ 195	\$ 2340
78	Alumni Center	12	Month	\$ 195	\$ 2340
79	Ballentine	12	Month	\$ 195	\$ 2340
80	Barlow	12	Month	\$ 195	\$ 2340
81	Bliss	12	Month	\$ 195	\$ 2340
82	Browning	12	Month	\$ 195	\$ 2340

**MAKE**

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	URI Providence Campus:				
	Thyssen	3	Month	\$ 290	\$ 870
	Thyssen	3	Month	\$ 290	\$ 870
	Thyssen	3	Month	\$ 290	\$ 870
	Thyssen	3	Month	\$ 290	\$ 870
	Garventa Genesis Lift	3	Month	\$ 150	\$ 450
	Porch - Lift	3	Month	\$ 150	\$ 450
	Wheel-O-Vator	3	Month	\$ 150	\$ 450
	Carrier	3	Month	\$ 150	\$ 450
	Porch - Lift	3	Month	\$ 150	\$ 450
	Wheel-O-Vator	3	Month	\$ 150	\$ 450
	Narragansett Bay Campus:				
	Schindler	3	Month	\$ 190	\$ 570
	Otis	3	Month	\$ 190	\$ 570
	Otis	3	Month	\$ 190	\$ 570
	Otis	3	Month	\$ 190	\$ 570
	Otis	3	Month	\$ 190	\$ 570
	Porch - Lift	3	Month	\$ 150	\$ 450
	W. Alton Jones:				
	Payne	3	Month	\$ 190	\$ 570
	Porch - Lift	3	Month	\$ 150	\$ 450
	Rate per Hour for Authorized Call Back	20	HR	\$ 250	\$
	Overtime Rate per Hour on Site	10	HR	\$ 425	\$
	URI Kingston Campus:				
	Thyssen	12	Month	\$ 195	\$ 2340
	Otis	12	Month	\$ 195	\$ 2340
	RI Elevator	12	Month	\$ 195	\$ 2340
	Otis	12	Month	\$ 195	\$ 2340
	2500# Freight	12	Month	\$ 195	\$ 2340
	Otis	12	Month	\$ 195	\$ 2340

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
83	Butterfield	12	Month	\$ 195	\$ 2340
84	Carlotti	12	Month	\$ 295	\$ 3540
85	CBLS #1 - Center for Biological Sciences	12	Month	\$ 195	\$ 2340
86	CBLS #2 - Center for Biological Sciences	12	Month	\$ 195	\$ 2340
87	Chafee #1	12	Month	\$ 295	\$ 3540
88	Chafee #2	12	Month	\$ 295	\$ 3540
89	Coastal Institute	12	Month	\$ 195	\$ 2340
90	COP-1 - College of Pharmacy	12	Month	\$ 195	\$ 2340
91	COP-2 - College of Pharmacy	12	Month	\$ 195	\$ 2340
92	CPRC - Cancer Prevention Research Center	12	Month	\$ 195	\$ 2340
93	Crawford	12	Month	\$ 295	\$ 3540
94	East Hall	12	Month	\$ 195	\$ 2340
95	Eddy #1	12	Month	\$ 195	\$ 2340
96	Eddy #2	12	Month	\$ 195	\$ 2340
97	Fascitelli Fitness Center	12	Month	\$ 295	\$ 3540
98	Fine Arts #1	12	Month	\$ 195	\$ 2340
99	Fine Arts #2	12	Month	\$ 195	\$ 2340
100	Fogarty	12	Month	\$ 295	\$ 3540
101	Garraby	12	Month	\$ 195	\$ 2340
102	Green Hall	12	Month	\$ 195	\$ 2340
103	Hillside Hall - 1	12	Month	\$ 295	\$ 3540
104	Hillside Hall - 2	12	Month	\$ 295	\$ 3540
105	Hope Common's Dining #1	12	Month	\$ 195	\$ 2340
106	Hope Common's Dining #2	12	Month	\$ 195	\$ 2340
107	Kelly Annex	12	Month	\$ 195	\$ 2340
108	Kirk	12	Month	\$ 195	\$ 2340
109	Library #1	12	Month	\$ 195	\$ 2340
110	Library #2	12	Month	\$ 195	\$ 2340
111	Lippitt Hall	12	Month	\$ 195	\$ 2340
112	Morrow	12	Month	\$ 195	\$ 2340
113	Morrill	12	Month	\$ 195	\$ 2340
114	Memorial Union Pass	12	Month	\$ 195	\$ 2340
115	Memorial Union Freight	12	Month	\$ 195	\$ 2340
116	Multicultural	12	Month	\$ 295	\$ 3540
117	Pastore	12	Month	\$ 195	\$ 2340
118	Peck	12	Month	\$ 195	\$ 2340
119	Potter	12	Month	\$ 195	\$ 2340
120	Quinn	12	Month	\$ 295	\$ 3540
121	Ranger	12	Month	\$ 195	\$ 2340
122	Rodman Hall	12	Month	\$ 195	\$ 2340
123	Roosevelt	12	Month	\$ 195	\$ 2340
124	Swan Hall (Independence)	12	Month	\$ 195	\$ 2340
125	Tootell	12	Month	\$ 195	\$ 2340
126	Tyler	12	Month	\$ 195	\$ 2340
127	Weldin	12	Month	\$ 195	\$ 2340
128	Wiley #1	12	Month	\$ 195	\$ 2340
129	Wiley #2	12	Month	\$ 195	\$ 2340
130	White #1	12	Month	\$ 195	\$ 2340

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
131	White #2	12	Month	\$ 195	\$ 2340
132	Woodward	12	Month	\$ 295	\$ 3540
	<b>CHAIRLIFTS</b>				
133	Bressler	12	Month	\$ 155	\$ 1860
134	Chafee	12	Month	\$ 155	\$ 1860
135	Edwards	12	Month	\$ 155	\$ 1860
136	Swan Hall (Independence) Auditorium - Chair Lift	12	Month	\$ 155	\$ 1860
137	Tootell (Pool)	12	Month	\$ 155	\$ 1860
138	Washburn	12	Month	\$ 155	\$ 1860
	<b>BUILDING</b>				
	<b>URI Providence Campus (80 Washington Street, Providence):</b>				
139	CCE Elevator 1	12	Month	\$ 295	\$ 3540
140	CCE Elevator 2	12	Month	\$ 295	\$ 3540
141	CCE Elevator 3	12	Month	\$ 295	\$ 3540
142	CCE Elevator 4	12	Month	\$ 295	\$ 3540
	<b>CHAIRLIFTS</b>				
143	CCE-Providence	12	Month	\$ 155	\$ 1860
	<b>Narragansett Bay Campus (Narragansett, RI):</b>				
144	Coastal Institute	12	Month	\$ 195	\$ 2340
145	Horn	12	Month	\$ 195	\$ 2340
146	OSEC (Ocean Science & Exploration Ctr)	12	Month	\$ 195	\$ 2340
147	Watkins	12	Month	\$ 195	\$ 2340
148	CACS (Center for Atmospheric Chemistry Studies)	12	Month	\$ 195	\$ 2340
	<b>CHAIRLIFTS</b>				
149	NBC Middleton Lab	12	Month	\$ 155	\$ 1860
	<b>W. Alton Jones (West Greenwich, RI):</b>				
150	Sycamore Lodge	12	Month	\$ 195	\$ 2340
	<b>CHAIRLIFTS</b>				
151	WAJ Env Ed Center	12	Month	\$ 155	\$ 1860
152	EY '17 (7/1/16 - 6/30/17)	20	HR	\$ 255	\$
	Rate per Hour for Authorized Call Back	10	HR	\$ 430	\$
	Overtime Rate per Hour on Site				

The following pricing is for the period 7/1/17-6/30/18

	BUILDING	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
	<b>URI Kingston Campus:</b>				
153	210 Flagg Road	12	Month	\$ 200	\$ 2400
154	Alumni Center	12	Month	\$ 200	\$ 2400
155	Ballentine	12	Month	\$ 200	\$ 2400
156	Barlow	12	Month	\$ 200	\$ 2400
157	Bliss	12	Month	\$ 200	\$ 2400
158	Browning	12	Month	\$ 200	\$ 2400
159	Butterfield	12	Month	\$ 200	\$ 2400
	<b>MAKE</b>				
	Thyssen	12	Month	\$ 200	\$ 2400
	Otis	12	Month	\$ 200	\$ 2400
	RI Elevator	12	Month	\$ 200	\$ 2400
	Otis	12	Month	\$ 200	\$ 2400
	2500# Freight	12	Month	\$ 200	\$ 2400
	Otis	12	Month	\$ 200	\$ 2400
	Thyssen	12	Month	\$ 200	\$ 2400

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
160	Carlotti	12	Month	\$ 300	\$ 3600
161	CBLS #1 - Center for Biological Sciences	12	Month	\$ 200	\$ 2400
162	CBLS #2 - Center for Biological Sciences	12	Month	\$ 200	\$ 2400
163	Chafee #1	12	Month	\$ 300	\$ 3600
164	Chafee #2	12	Month	\$ 300	\$ 3600
165	Coastal Institute	12	Month	\$ 200	\$ 2400
166	COP-1 - College of Pharmacy	12	Month	\$ 200	\$ 2400
167	COP-2 - College of Pharmacy	12	Month	\$ 200	\$ 2400
168	CPRC - Cancer Prevention Research Center	12	Month	\$ 200	\$ 2400
169	Crawford	12	Month	\$ 200	\$ 2400
170	East Hall	12	Month	\$ 300	\$ 3600
171	Eddy #1	12	Month	\$ 200	\$ 2400
172	Eddy #2	12	Month	\$ 200	\$ 2400
173	Fascitelli Fitness Center	12	Month	\$ 300	\$ 3600
174	Fine Arts #1	12	Month	\$ 200	\$ 2400
175	Fine Arts #2	12	Month	\$ 200	\$ 2400
176	Fogarty	12	Month	\$ 300	\$ 3600
177	Garrathy	12	Month	\$ 200	\$ 2400
178	Green Hall	12	Month	\$ 200	\$ 2400
179	Hillside Hall - 1	12	Month	\$ 300	\$ 3600
180	Hillside Hall - 2	12	Month	\$ 300	\$ 3600
181	Hope Common's Dining #1	12	Month	\$ 200	\$ 2400
182	Hope Common's Dining #2	12	Month	\$ 200	\$ 2400
183	Kelly Annex	12	Month	\$ 200	\$ 2400
184	Kirk	12	Month	\$ 200	\$ 2400
185	Library #1	12	Month	\$ 200	\$ 2400
186	Library #2	12	Month	\$ 200	\$ 2400
187	Lippitt Hall	12	Month	\$ 200	\$ 2400
188	Merrow	12	Month	\$ 200	\$ 2400
189	Morrill	12	Month	\$ 200	\$ 2400
190	Memorial Union Pass	12	Month	\$ 200	\$ 2400
191	Memorial Union Freight	12	Month	\$ 200	\$ 2400
192	Multicultural	12	Month	\$ 200	\$ 2400
193	Pastore	12	Month	\$ 300	\$ 3600
194	Peck	12	Month	\$ 200	\$ 2400
195	Potter	12	Month	\$ 200	\$ 2400
196	Quinn	12	Month	\$ 200	\$ 2400
197	Ranger	12	Month	\$ 300	\$ 3600
198	Rodman Hall	12	Month	\$ 200	\$ 2400
199	Roosevelt	12	Month	\$ 200	\$ 2400
200	Swan Hall (Independence)	12	Month	\$ 200	\$ 2400
201	Tootell	12	Month	\$ 200	\$ 2400
202	Tyler	12	Month	\$ 200	\$ 2400
203	Weldin	12	Month	\$ 200	\$ 2400
204	Wiley #1	12	Month	\$ 200	\$ 2400
205	Wiley #2	12	Month	\$ 200	\$ 2400
206	White #1	12	Month	\$ 200	\$ 2400
207	White #2	12	Month	\$ 200	\$ 2400

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
208	Woodward <b>CHAIRLIFTS</b>	12	Month	\$ 300	\$ 3600
209	Bressler Garventa Genisis Lift	12	Month	\$ 160	\$ 1920
210	Chafee Porch - Lift	12	Month	\$ 160	\$ 1920
211	Edwards Wheel-O-Vator	12	Month	\$ 160	\$ 1920
212	Swan Hall (Independence) Auditorium - Chair Lift Carrier	12	Month	\$ 160	\$ 1920
213	Tootell (Pool) Porch - Lift	12	Month	\$ 160	\$ 1920
214	Washburn Wheel-O-Vator	12	Month	\$ 160	\$ 1920
	<b>BUILDING</b>				
	<b>URI Providence Campus (80 Washington Street, Providence):</b>				
215	CCE Elevator 1 Thyssen	12	Month	\$ 300	\$ 3600
216	CCE Elevator 2 Thyssen	12	Month	\$ 300	\$ 3600
217	CCE Elevator 3 Thyssen	12	Month	\$ 300	\$ 3600
218	CCE Elevator 4 Thyssen	12	Month	\$ 300	\$ 3600
219	<b>CHAIRLIFTS</b> CCE-Providence Porch - Lift	12	Month	\$ 160	\$ 1920
	<b>Narragansett Bay Campus (Narragansett, RI):</b>				
220	Coastal Institute Schindler	12	Month	\$ 200	\$ 2400
220	Horn Otis	12	Month	\$ 200	\$ 2400
220	OSEC (Ocean Science & Exploration Ctr) Otis	12	Month	\$ 200	\$ 2400
220	Watkins Otis	12	Month	\$ 200	\$ 2400
220	CACS (Center for Atmospheric Chemistry Studies) Otis	12	Month	\$ 200	\$ 2400
221	<b>CHAIRLIFTS</b> NBC Middleton Lab Porch - Lift	12	Month	\$ 160	\$ 1920
	<b>W. Alton Jones (West Greenwich, RI):</b>				
222	Sycamore Lodge Payne	12	Month	\$ 200	\$ 2400
223	<b>CHAIRLIFTS</b> WAJ Env Ed Center Porch - Lift	12	Month	\$ 160	\$ 1920
224	FY '18 (7/1/17 - 6/30/18) Rate per Hour for Authorized Call Back Overtime Rate per Hour on Site	20 10	HR HR	\$ 260 \$ 440	\$ \$

The following pricing is for the period 7/1/18 - 12/31/18

**BUILDING**

**URI Kingston Campus:**

225	210 Flagg Road Thyssen	6	Month	\$ 205	\$ 1230
226	Alumni Center Otis	6	Month	\$ 205	\$ 1230
227	Ballentine RI Elevator	6	Month	\$ 205	\$ 1230
228	Barlow Otis	6	Month	\$ 205	\$ 1230
229	Bliss 2500# Freight	6	Month	\$ 205	\$ 1230
230	Browning Otis	6	Month	\$ 205	\$ 1230
231	Butterfield Thyssen	6	Month	\$ 205	\$ 1230
232	Carlotti Otis	6	Month	\$ 305	\$ 1830

**MAKE**

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
233	CBLS #1 - Center for Biological Sciences	Month	6	\$ 205	\$ 1230
234	CBLS #2 - Center for Biological Sciences	Month	6	\$ 205	\$ 1230
235	Chafee #1	Month	6	\$ 305	\$ 1830
236	Chafee #2	Month	6	\$ 305	\$ 1830
237	Coastal Institute	Month	6	\$ 205	\$ 1230
238	COP-1 - College of Pharmacy	Month	6	\$ 205	\$ 1230
239	COP-2 - College of Pharmacy	Month	6	\$ 205	\$ 1230
240	CPRC - Cancer Prevention Research Center	Month	6	\$ 205	\$ 1230
241	Crawford	Month	6	\$ 205	\$ 1230
242	East Hall	Month	6	\$ 305	\$ 1830
243	Eddy #1	Month	6	\$ 205	\$ 1230
244	Eddy #2	Month	6	\$ 205	\$ 1230
245	Fascitelli Fitness Center	Month	6	\$ 305	\$ 1830
246	Fine Arts #1	Month	6	\$ 205	\$ 1230
247	Fine Arts #2	Month	6	\$ 205	\$ 1230
248	Fogarty	Month	6	\$ 305	\$ 1830
249	Garrahy	Month	6	\$ 205	\$ 1230
250	Green Hall	Month	6	\$ 205	\$ 1230
251	Hillside Hall - 1	Month	6	\$ 305	\$ 1830
252	Hillside Hall - 2	Month	6	\$ 305	\$ 1830
253	Hope Common's Dining #1	Month	6	\$ 205	\$ 1230
254	Hope Common's Dining #2	Month	6	\$ 205	\$ 1230
255	Kelly Annex	Month	6	\$ 205	\$ 1230
256	Kirk	Month	6	\$ 205	\$ 1230
257	Library #1	Month	6	\$ 205	\$ 1230
258	Library #2	Month	6	\$ 205	\$ 1230
259	Lippitt Hall	Month	6	\$ 205	\$ 1230
260	Marrow	Month	6	\$ 205	\$ 1230
261	Morrill	Month	6	\$ 205	\$ 1230
262	Memorial Union Pass	Month	6	\$ 205	\$ 1230
263	Memorial Union Freight	Month	6	\$ 205	\$ 1230
264	Multicultural	Month	6	\$ 205	\$ 1230
265	Pastore	Month	6	\$ 305	\$ 1830
266	Peck	Month	6	\$ 205	\$ 1230
267	Potter	Month	6	\$ 205	\$ 1230
268	Quinn	Month	6	\$ 205	\$ 1230
269	Ranger	Month	6	\$ 305	\$ 1830
270	Rodman Hall	Month	6	\$ 205	\$ 1230
271	Roosevelt	Month	6	\$ 205	\$ 1230
272	Swan Hall (Independence)	Month	6	\$ 205	\$ 1230
273	Tootell	Month	6	\$ 205	\$ 1230
274	Tyler	Month	6	\$ 205	\$ 1230
275	Weldin	Month	6	\$ 205	\$ 1230
276	Wiley #1	Month	6	\$ 205	\$ 1230
277	Wiley #2	Month	6	\$ 205	\$ 1230
278	White #1	Month	6	\$ 205	\$ 1230
279	White #2	Month	6	\$ 205	\$ 1230
280	Woodward	Month	6	\$ 305	\$ 1830

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
<b>CHAIRLIFTS</b>					
281	Bressler	6	Month	\$ 165	\$ 990
282	Chafee	6	Month	\$ 165	\$ 990
283	Edwards	6	Month	\$ 165	\$ 990
284	Swan Hall (Independence) Auditorium - Chair Lift	6	Month	\$ 165	\$ 990
285	Tootell (Pool)	6	Month	\$ 165	\$ 990
286	Washburn	6	Month	\$ 165	\$ 990
<b>MAKE</b>					
	Garventa Genesis Lift				
	Porch - Lift				
	Wheel-O-Vator				
	Carrier				
	Porch - Lift				
	Wheel-O-Vator				
<b>BUILDING</b>					
<b>URI Providence Campus (80 Washington Street, Providence):</b>					
287	CCE Elevator 1	6	Month	\$ 305	\$ 1830
288	CCE Elevator 2	6	Month	\$ 305	\$ 1830
289	CCE Elevator 3	6	Month	\$ 305	\$ 1830
290	CCE Elevator 4	6	Month	\$ 305	\$ 1830
<b>CHAIRLIFTS</b>					
291	CCE-Providence	6	Month	\$ 165	\$ 990
<b>MAKE</b>					
	Porch - Lift				
<b>Narragansett Bay Campus (Narragansett, RI):</b>					
292	Coastal Institute	6	Month	\$ 205	\$ 1230
293	Horn	6	Month	\$ 205	\$ 1230
294	OSEC (Ocean Science & Exploration Ctr)	6	Month	\$ 205	\$ 1230
295	Watkins	6	Month	\$ 205	\$ 1230
296	CACS (Center for Atmospheric Chemistry Studies)	6	Month	\$ 205	\$ 1230
<b>CHAIRLIFTS</b>					
297	NBC Middleton Lab	6	Month	\$ 165	\$ 990
<b>MAKE</b>					
	Porch - Lift				
<b>W. Alton Jones (West Greenwich, RI):</b>					
298	Sycamore Lodge	6	Month	\$ 205	\$ 1230
<b>CHAIRLIFTS</b>					
299	WAJ Env Ed Center	6	Month	\$ 165	\$ 990
<b>MAKE</b>					
	Porch - Lift				
300	FY '18 (7/1/18 - 12/31/18)	20	HR	\$ 265	\$
	Rate per Hour for Authorized Call Back	10	HR	\$ 445	\$
	Overtime Rate per Hour on Site				

(APPLICABLE) FEE FOR OVERHEAD, PICKUP AND DELIVERY. NO ADDITIONAL CHARGES WILL BE ACCEPTABLE.

- \$0-\$500 No Fee
- \$501-\$750 \$75.00
- \$751-\$1000 \$96.00
- \$1001-\$1500 \$125.00
- \$1501-\$2500 \$180.00
- \$2501-\$5000 \$300.00
- \$5001-\$7500 \$438.00
- Over \$7501 \$525.00

NO MILEAGE ALLOWANCE

HOURS WHICH OVERTIME RATES APPLY TO: 5:00 PM TO 8:00 AM MONDAY THRU FRIDAY, WEEKENDS AND HOLIDAYS

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
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The University may make a pre-award survey of the low conforming bidder to determine whether such bidder is qualified and capable of performing the contract.

The pre-award survey will involve examination of the bidder's technical status and understanding of the contract requirements. The bidder shall be required to provide in writing for the pre-award survey. The requested information shall be forwarded within three days of the request. Failure to provide the requested information, or a determination, after review of the information, of the bidder's non-responsibility, may result in bid rejection.

Identification of the contractor's personnel and management to be used on this contract.

The contractor's technical and management plans for performing the required services.

Description of contractor's facilities and equipment.

Summary of the contractor's experience in performing work of the type required by this specification.

Other work presently under contract.

Prior contracts for similar work, and the names and addresses of individual with the organization issuing the contract who may be contacted for information concerning the contractor's performance.

Contractor's quality control plan for this contract.

A listing of the elevator mechanics performing the actual work of maintenance and repair services, along with the mechanics qualifications which shall include but not limited to copies of licenses and permits requires to perform work on the elevators and chair lifts specified under this contract. In addition, the elevator mechanic must have satisfactorily performed no less than two (2) consecutive years of elevator maintenance and repair. The experience demonstrated cannot occur earlier than 1995. For each elevator mechanic, include a detailed summary of licensing, certification, and experience.

OPERATIONAL PROCEDURES

- All vendors will report to the Sherman Building, 523 Plains Rd., between the of 7:30am and 4:00pm (ph.# 401-874-4060). Vendors will check in at the Maintenance Control Center (MCC) and sign out a key packet. Picture ID will be required at time of sign out as well as the service tech's contact phone number.
- Vendor will fill out a time card with company name, technician name, job location with URI work order number, punch in/out at the Sherman Building time clock. Only hours on the timecard will be paid.
- Vendor will notify requesting Facilities Supervisor of arrival. Vendor will contact requesting Supervisor upon completion of work and leave a detailed field service slip with Supervisor describing work performed, parts used and any remaining action necessary. URI work order# must be on service slip and hours on field service slip must match timecard. Key packet will be turned daily
- No parking on any grassy surfaces, handicap spots, fire lanes or on sidewalks. Service vehicles must have appropriate signage/labeling.
- Vendor will send (2) service technician unless prior arrangements have been made with University Management.

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
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- Key packets are available in the Control Center for vendor use only. They are signed out and returned daily. No exceptions.
- Keys lost or misplaced are the sole responsibility of the vendor affected. The vendor will assume all costs associated with any and all lost keys.
- Key packs in use after 4:00pm will need to be called in to the Control Center (ph.# 401-874-4060) and explained as to why the keys will be late. Late keys will be returned to the mail slot outside the Control Center daily. No keys will be held outside of working hours without management authorization.

PROPER ATTIRE

- On site technicians are to be properly attired. No tank tops, sleeveless shirts, hats with anything other than vendor company logo will be allowed. Shirts will contain company logo, or a company identification badge shall be clearly displayed and be available for inspection at any time.
- No sunglasses will be worn inside any building.
- Pants will be properly secured at the waist.
- Safety Shoes are required
- No smoking in or within 50 feet of any University Of Rhode Island building.



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)

## **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:

<b><u>Type of Insurance</u></b>	<b><u>Amount of Coverage</u></b>
<b>Comprehensive General Liability</b>	
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)	
<b>Automobile Liability</b>	
Combined Single Limit	\$1 Million each occurrence
Bodily injury, property damage, including nonowned and/or hired vehicles and equipment	
<b>Workers Compensation</b>	
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/eoo/eoopagehome.htm](http://www.diversity.ri.gov/eoo/eoopagehome.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).

**Contract Terms and Conditions**

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**Terms and Conditions**

**BID STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS BID**

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AWARD**

THE STATE, AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT AND/OR TO REJECT ANY OR ALL BIDS.

**CHARGES PERMITTED**

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

**HOURLY RATE SPECIFICS**

BIDDERS ARE ADVISED THE AWARD WILL BE BASED ON EITHER REGULAR, STRAIGHT-TIME HOURLY RATES OR A PERIODIC RATE SUCH AS 500 HOURS, MONTHLY OR ANNUALLY, DEPENDING ON THE SPECIFIC REQUIREMENTS OF A PARTICULAR BID. KEEP IN MIND THAT OVERTIME RATES, DISCOUNTS, AND OTHER MISCELLANEOUS PRICE-RELATED ITEMS ARE REQUIRED FOR INFORMATIONAL PURPOSES ONLY. OVERTIME RATE IS TO BE PAID IN ACCORDANCE WITH THE PROVISIONS OF THE RI DEPARTMENT OF

LABOR AND TRAINING, EMPLOYER HANDBOOK. EMPLOYEES ARE TO BE COMPENSATED AT TIME AND ONE-HALF THE APPLICABLE PREVAILING WAGE RATE. OVERTIME RATES EXCEEDING ONE AND ONE HALF TIMES THE REGULAR HOURLY RATES FOR MONDAY THROUGH SATURDAY AND EXCEEDING TWO TIMES THE REGULAR RATE FOR SUNDAYS AND HOLIDAYS MAY BE GROUNDS FOR DISQUALIFICATION OF THE BID.

**HOURS - BIDDING PURPOSES**

HOURS INDICATED ARE ESTIMATED QUANTITIES FOR BIDDING PURPOSES ONLY.

**READING VENDOR NAMES ONLY**

DUE TO LENGTH OF BID AND TIME CONSTRAINTS, THE STATE WILL ONLY ACKNOWLEDGE RECEIPT AND READ THE NAMES OF VENDORS SUBMITTING PROPOSALS. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING; HOWEVER, INSTRUCTIONS TO OBTAIN THE TABULATION OR SUMMARY OF BID RESPONSES WILL BE MADE AVAILABLE AT THE RI 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



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](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 journeyman 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

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1511 Pontiac Avenue  
Cranston, RI 02920-4407

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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
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](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: *Jeanne Martin*  
Title: Account Manager

Subscribed and sworn before me this 25 day of February 2014

*Melanie L. Lanctot*  
Notary Public  
My commission expires: 2/16/17

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*



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Department of Labor and Training

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

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

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

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

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

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

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

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

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

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

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

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

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

STATE OF RHODE ISLAND  
FORM W-9 PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION



THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer Identification number in the appropriate box. For most individuals, this is your social security number.

Social Security No. (SSN)

Employer ID No. (EIN)

[Empty SSN boxes]

62 1211267

NAME Thyssenkrupp Elevator

ADDRESS 44 Albion Rd St-103

CITY, STATE AND ZIP CODE Lincoln, RI 02865

PAYMENT REMITTANCE ADDRESS, IF DIFFERENT FROM THE ADDRESS ABOVE  
ADDRESS  
CITY, STATE AND ZIP CODE

**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I am exempt from backup withholding, or (B) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding.
- (3) I am a U.S. citizen or other U.S. person (as defined by the IRS).

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item (2) does not apply.

Please sign here and provide title, date and telephone number:

SIGNATURE [Signature] TITLE Acct. Manager DATE 2/25/16 TEL NO 401-258-8381  
*Original Signature Required (Digital Signature Not Acceptable)*

**BUSINESS DESIGNATION:**

Please Check One: Individual  Corporation  Trust/Estate  Government/Nonprofit Corporation   
 Partnership  Medical Services Corporation  Legal Services Corporation   
 LLC Tax Classification: Single Member (Individual)  Partnership  Corporation

**TIPS:**

- NAME:** Be sure to enter your full and correct legal name as shown on your income tax return for the SSN or EIN provided.  
**ADDRESS, CITY, STATE AND ZIP CODE:** If you operate a business at more than one location, adhere to the following:
- 1) Same EIN with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
  - 2) Different EIN for each different location -- submit a completed W-9 form for each EIN and location. (One year-end tax information return will be reported for each EIN and remittance address.)

Mail Completed Form To:  
Supplier Coordinator  
Purchasing Department  
One Capitol Hill, 2nd Floor  
Providence RI 02908

Or Email To: [doa.pursuppliercoordinator@purchasing.ri.gov](mailto:doa.pursuppliercoordinator@purchasing.ri.gov)

For State Use Only:  
 IRS \_\_\_ RI SOS \_\_\_ FED \_\_\_ Other \_\_\_  
 RI Supplier # \_\_\_\_\_ Approved \_\_\_\_\_  
 Date Entered \_\_\_\_\_ Entered By \_\_\_\_\_