

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 to submit a bid proposal.

Solicitation Number: 7550603A2
Solicitation Title: COMPREHENSIVE MAINTENANCE AND SUPPORT EXISTING DIRECT DIGITAL CONTROLS AUTOMATION SYS-CCRI ADD #2

Bid Proposal Submission Deadline Date & Time: 7/8/2016 10:00 AM

RIVIP Vendor ID #: 28010
Bidder Name: Nexgen Mechanical Inc.
Address: 81 Bleachery Court
Unit 3
Warwick , RI 02886
USA

Telephone: (401) 921-3211
Fax: (401) 921-3212
Contact Name: David McCurry
Contact Title: Vice President
Contact Email: David@nexgenmechanical.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

-  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.
-  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.
-  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.
-  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.

Disclosure details (continue on additional sheet if necessary):

SECTION 3 - OWNERSHIP DISCLOSURE

Bidders must provide all relevant information. Bid proposals submitted without a complete response may be deemed nonresponsive.

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; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle 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.

James Ambrose	President	50% ownership
David McCuey	VP	50% ownership

SECTION 4 - 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.

Y

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.

Y

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.

Y

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):

Multiple horizontal lines for entering 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: July 7, 2016

New Gen Mechanical Inc.
Name of Bidder
Signature in ink
Printed name and title of person signing on behalf of Bidder



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]

52 2439292

NAME NEXGen Mechanisms Inc.

ADDRESS 205 Hallens Road Suite 106

CITY, STATE AND ZIP CODE WARWICK RI 02886

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 VP DATE 7/7/16 TEL NO 921.3211
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

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **NEXGEN MECHANICAL, INC.** of 205 Hallene Road, Unit 6, **Warwick, Rhode Island** as Principal, hereinafter called the Principal, and **INTERNATIONAL FIDELITY INSURANCE COMPANY** a corporation duly organized under the laws of the State of **New Jersey**

as Surety, hereinafter called the Surety, are held and firmly bound unto **CCRI, WARWICK, RHODE ISLAND**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of the Amount of the Attached Bid**
Dollars **(5% of Bid)**,

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Comprehensive Preventative Maintenance DDC Controls System**

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

Signed and sealed this **8th** day of **July, 2016**.



(Witness)



(Witness)

NEXGEN MECHANICAL, INC.
(Principal) (Seal)
By: 

(Title) **VP**

INTERNATIONAL FIDELITY INSURANCE COMPANY
(Surety) (Seal)
By: 

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

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

DENISE A. CHIANESE, DAVID J. BYRNE, III, CHARLES A. BYRNE

East Providence, RI.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



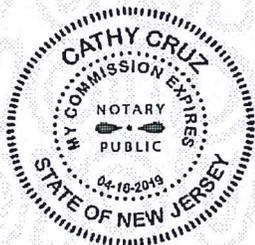
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

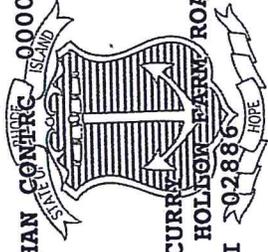
8th

day of July, 2016

MARIA BRANCO, Assistant Secretary

State of Rhode Island and Providence Plantations
Rhode Island Department of Labor and Training

MASTER MECHAN CONTINGENT 000000014



DAVID J MCCURRY
490 SLEEPY HOLLOW FARM ROAD
WARWICK RI 02886

JOHN SHAW
Administrator

09/30/2017
Expiration Date



STATE OF RHODE ISLAND
CONTRACTORS' REGISTRATION
AND LICENSING BOARD

EXP. DATE

REGISTRATION NO.

10/31/17

REGISTRANT'S NAME

1031

MEGAN MECHANICAL INC

AUTHORIZED REPRESENTATIVE

DANIEL MCCORMACK

DRIVER'S LICENSE #

R.I. 0000739

EXECUTIVE DIRECTOR
Dan St. Julien

Comprehensive Maintenance and Support Existing Direct Digital Controls Automation Systems - Community College of Rhode Island

Solicitation #7550603

Bid Opening Date & Time: June 17, 2016 @ 10:00 AM (ET)

Vendor Please Type Vendor Name in the yellow shaded box below

Bidders are instructed to provide unit and extended (total) pricing for services in accordance with solicitation 7550603 specifications. It is not mandatory to bid on all Community College Campus Locations, however it is mandatory to bid on all services for the campus location being bid.

NEXGEN Mechanical, Inc.

Line	Description	EstimatedQ		Unit Price	Total
		ty	Unit		
1	FY17 Warwick Maintenance and Support Services	4	quarter	5740	22960
2	FY18 Warwick Maintenance and Support Services	4	quarter	5880	23520
3	FY19 Warwick Maintenance and Support Services	4	quarter	6020	24080
4	FY17 Warwick Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	50	hour	132	6600
5	FY18 Warwick Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	50	hour	134	6700
6	FY19 Warwick Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	50	hour	136	6800
7	FY17 Warwick Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	175	175
8	FY18 Warwick Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	185	185
9	FY19 Warwick Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	195	195
10	FY17 Warwick Call in Service rate/Hr Sunday and Holiday	1	hour	175	175
11	FY18 Warwick Call in Service rate/Hr Sunday and Holiday	1	hour	185	185
12	FY19 Warwick Call in Service rate/Hr Sunday and Holiday	1	hour	195	195
13	FY17 Lincoln Maintenance and Support Services	4	quarter	4620	18480
14	FY18 Lincoln Maintenance and Support Services	4	quarter	4760	19040
15	FY19 Lincoln Maintenance and Support Services	4	quarter	4830	19320
16	FY17 Lincoln Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	50	hour	132	6600
17	FY18 Lincoln Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	50	hour	134	6700
18	FY19 Lincoln Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	50	hour	136	6800
19	FY17 Lincoln Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	175	175
20	FY18 Lincoln Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	185	185
21	FY19 Lincoln Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	195	195
22	FY17 Lincoln Call in Service rate/Hr Sunday and Holiday	1	hour	175	175
23	FY18 Lincoln Call in Service rate/Hr Sunday and Holiday	1	hour	185	185
24	FY19 Lincoln Call in Service rate/Hr Sunday and Holiday	1	hour	195	195
25	FY17 Providence Maintenance and Support Services	4	quarter	2170	8680
26	FY18 Providence Maintenance and Support Services	4	quarter	2310	9240
27	FY19 Providence Maintenance and Support Services	4	quarter	2450	9800
28	FY17 Providence Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	24	hour	132	3168

29	FY18 Providence Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	24	hour	134	3216
30	FY19 Providence Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	24	hour	136	3264
31	FY17 Providence Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	175	175
32	FY18 Providence Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	185	185
33	FY19 Providence Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	195	195
34	FY17 Providence Call in Service rate/Hr Sunday and Holiday	1	hour	175	175
35	FY18 Providence Call in Service rate/Hr Sunday and Holiday	1	hour	185	185
36	FY19 Providence Call in Service rate/Hr Sunday and Holiday	1	hour	195	195
37	FY17 Newport Maintenance and Support Services	4	quarter	2170	8680
38	FY18 Newport Maintenance and Support Services	4	quarter	2310	9240
39	FY19 Newport Maintenance and Support Services	4	quarter	2450	9800
40	FY17 Newport Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	24	hour	132	3168
41	FY18 Newport Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	24	hour	134	3216
42	FY19 Newport Call in service rate/Hr Standard Time Mon-Fri 7:00am to 3:30pm	24	hour	136	3264
43	FY17 Newport Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	175	175
44	FY18 Newport Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	185	185
45	FY19 Newport Call in service rate/Overtime Time Saturday and Mon-Fri 3:30pm to 7:00am	1	hour	195	195
46	FY17 Newport Call in Service rate/Hr Sunday and Holiday	1	hour	175	175
47	FY18 Newport Call in Service rate/Hr Sunday and Holiday	1	hour	185	185
48	FY19 Newport Call in Service rate/Hr Sunday and Holiday	1	hour	195	195
	The following line items (A,B,C,D) are for informational purposes only				
A	FY17-FY19 Warwick Call in Service - Provide percentage discount for parts off manufactures list price	%		20%	
B	FY17-FY19 Lincoln Call in Service - Provide percentage discount for parts off manufactures list price	%		20%	
C	FY17-FY19 Providence Call in Service - Provide percentage discount for parts off manufactures list price	%		20%	
D	FY17-FY19 Newport Call in Service - Provide percentage discount for parts off manufactures list price	%		20%	



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

SOLICITATION #7550603

Comprehensive Maintenance and Support Existing Direct Digital Controls Automation Systems – Community College of Rhode Island.

UNDER THIS SCOPE OF WORK, THE VENDOR WILL BE RESPONSIBLE FOR PROVIDING A COMPREHENSIVE MAINTENANCE AND SUPPORT PROGRAM OF VARIOUS EXISTING DIRECT DIGITAL CONTROLS (DDC), BUILDING AUTOMATION SYSTEMS LISTED HEREIN.

EACH VENDOR IS REQUIRED TO VISIT THE SITE DURING A **MANDATORY PRE-BID CONFERENCE** TO INSPECT EQUIPMENT AND PROPOSED WORK SITE PRIOR TO SUBMITTING THEIR BID OFFERING. THE PURPOSE OF THIS VISIT IS TO ACQUAINT THE BIDDERS WITH ANY AND ALL CONDITIONS AT THE SITES AND TO IDENTIFY, INSPECT AND INVENTORY THE EQUIPMENT.

THE SUCCESSFUL VENDOR SHALL NOT BE RELIEVED FROM ASSUMING ALL RESPONSIBILITY FOR PROPERLY ESTIMATING THE DIFFICULTIES AND THE COST OF PERFORMING THE SERVICES REQUIRED WITH THIS SPECIFICATION, BECAUSE OF FAILURE TO INVESTIGATE THE CONDITIONS OR BECOME ACQUAINTED WITH ALL THE INFORMATION CONCERNING THE SERVICES TO BE PERFORMED.

IT IS THE INTENTION OF THIS SPECIFICATION TO ESTABLISH AND DEFINE THOSE SERVICES THAT ARE TO BE PERFORMED, AS WELL AS TO DETERMINE THE CAPABILITY AND EXPERIENCE OF THE SERVICE COMPANY DESIRING TO PROVIDE SUCH SERVICE. THE INTENT IS TO SECURE ONE TEMPERATURE CONTROLS SERVICE COMPANY TO MAINTAIN ALL SYSTEMS.

THE CONTRACT WILL BE AWARDED TO THE RESPONSIVE AND RESPONSIBLE BIDDER WHO MEETS ALL QUALIFICATIONS AND REQUIREMENTS AND OFFERS THE LOWEST COST PROPOSAL. FAILURE TO MEET THE MINIMUM REQUIREMENTS MAY DEEM PROPOSAL NON RESPONSIVE. THE STATE AT ITS SOLE DISCRETION, SHALL RESERVE THE RIGHT TO MAKE ONE OR MULTIPLE AWARDS FOR THIS REQUIREMENT OR AWARD IN ITS BEST INTEREST.

PRIOR TO CONTRACT AWARD THE STATE RESERVES THE RIGHT FOR A REPRESENTATIVE FROM THE COMMUNITY COLLEGE TO CONDUCT AN INSPECTION PRIOR TO AWARD OF THE APPARENT LOW BIDDERS FACILITY, PERSONNEL, AND EQUIPMENT TO VERIFY THE BIDDERS QUALIFICATIONS TO ENTER INTO THE

REFERENCED COMPREHENSIVE MAINTENANCE AND SUPPORT CONTRACT AND FULLY FULFILL THE TERMS AND REQUIREMENTS.

SCOPE OF WORK - DIRECT DIGITAL CONTROLS (DDC)

A. PREVENTATIVE MAINTENANCE SERVICE SHALL BE PROVIDED BY THE SERVICE COMPANY ON ALL EQUIPMENT AND ASSOCIATED DEVICES RELATED TO THE AUTOMATIC TEMPERATURE CONTROL SYSTEMS; CCRI BUILDING AUTOMATION SYSTEMS AS OUTLINED WITHIN THE SPECIFICATIONS AND EQUIPMENT LISTED HEREIN.

B. THE SUCCESSFUL VENDOR SHALL PROVIDE VISITS FOR SCHEDULED PREVENTATIVE MAINTENANCE, INCLUDING CALIBRATION, ADJUSTMENTS, ROUTINE INSPECTION/SYSTEM DIAGNOSTIC AND ACCURATE RECORDING OF SERVICES PERFORMED ON CCRI AUTOMATION SYSTEMS.

THE FOLLOWING MINIMUM TASKS SHALL BE PROVIDE DURING THE PREVENTATIVE MAINTENANCE.

OPERATOR WORKSTATIONS AND ASSOCIATED DEVICES

- VISUALLY INSPECT AND CLEAN ALL HARDWARE OF DUST AND DEBRIS
- RUN VIRUS PROTECTION
- RUN DIAGNOSTIC PROGRAM TO CHECK PC OPERATION
- VERIFY PRINTER INTERFACE

NETWORK FIELD PANELS

- VISUALLY INSPECT LED'S, FUSES, CABLES, CONNECTORS AND
- CHECK AND VERIFY PROPER POWER LEVELS
- CLEAN AND TIGHTEN ALL ELECTRICAL TERMINATION POINTS
- VERIFY INTAKE FILTER CLEAN AND REPLACE AS REQUIRED

UNIT CONTROLLERS

- CHECK SEQUENCE OF MECHANICAL EQUIPMENT OPERATION TO INSURE OPTIMUM SYSTEM EFFICIENCY
- CHECK OUTDOOR, DUCT, IMMERSION AND SPACE TEMPERATURE SENSOR ACCURACY'S
- CHECK DUCT STATIC PRESSURE TRANSMITTER ACCURACY
- VERIFY CURRENT SWITCH STATUS FEEDBACK
- VERIFY TEMPERATURE LOW LIMIT SAFETIES
- VERIFY DAMPER, INLET GUIDE VANES OR FREQUENCY DRIVE OPERATIONS
- VERIFY HOT WATER AND CHILLED WATER VALVE OPERATIONS
- VERIFY THERMOSTAT PROGRAMMED FUNCTIONS
- VERIFY FAN AND PUMP CONTROLS

- CHECK AND VERIFY PROPER POWER LEVELS AT CONTROLS PANELS
- CLEAN AND TIGHTEN ALL ELECTRICAL TERMINATION POINTS
- CLEAN AND/OR CALIBRATE ALL DEVICES AS REQUIRED.

APPLICATION SOFTWARE AND VERIFICATION SERVICES

- VERIFY SYSTEM DATABASE AND MODIFICATIONS
- VERIFY OPERATION OF REMOTE TELECOMMUNICATION DATA LINK TO REMOTE SITE.
- SEQUENCE VERIFICATION AND DATABASE BACKUP
- UPDATE DEVICE DATA BASE TO CURRENT OPERATING STANDARDS
- VERIFY OPERATION OF MONITORING SCREEN
- VERIFY SET-UP AND OPERATION OF CONSOLE DEVICES
- VERIFY SET-UP OF USER'S PASSWORDS AND PRIVILEGE LEVELS

SOFTWARE BACKUP SERVICES

- DEVICE DATABASE BACK-UP OF SYSTEM DATABASE TO HARD DISK SYSTEMS
- PROVIDE ROUTINE DISK FILE MANAGEMENT
- BACK-UP GRAPHICAL SYSTEM DATABASE

C. PACKAGED UNIT EQUIPMENT (RUT'S, AHU'S, ETC....) EQUIPMENT MANUFACTURERS INTEGRATED BASE CONTROLLERS ARE BEING UTILIZED THROUGHOUT CCRI. THESE DEVICES ARE BEING MONITORED AND COMMUNICATED TO THE TRIDIUM NIAGARA CONTROL SYSTEM; THE SERVICE CONTRACTOR WILL REVIEW THE OPERATION OF THESE DEVICES VIA THE WORKSTATION AND IDENTIFY THE FUNCTIONALITY OF THESE SYSTEMS.

D. THE SUCCESSFUL BIDDER SHALL PROVIDE SIXTEEN (16) HOURS PER YEAR OF REMOTE PHONE SUPPORT ON CCRI'S DIRECT DIGITAL CONTROL SYSTEM. INCLUDED IN THE ABOVE HOURS THE SUCCESSFUL BIDDER SHALL ALSO ASSIST CCRI BY REMOTELY ACCESSING THE SYSTEMS AND ASSIST MANAGING DAILY OPERATIONAL ISSUES AS REQUIRED.

E. NORMAL BUSINESS HOURS ARE DEFINED HEREIN AS 7:00AM TO 3:30PM MONDAY THROUGH FRIDAY.

ADDITIONAL SERVICE
REPAIR SERVICES/REPLACEMENT COMPONENTS

NOTE: THESE ADDITIONAL SERVICES SHALL APPLY TO THE DIRECT DIGITAL CONTROLS SYSTEMS LISTED HEREIN. CCRI IS AWARE THAT ADDITIONAL COST MAY ARISE AND THE SUCCESSFUL BIDDER MAY BE ASKED TO PERFORM

ADDITIONAL WORK. CCRI SHALL REIMBURSE THE SUCCESSFUL BIDDER FOR ADDITIONAL COSTS TO THE EXTENT SUCH ADDITIONAL COSTS HAVE BEEN SPECIFICALLY APPROVED IN ADVANCE IN WRITING BY CCRI AS FOLLOWS:

1. CCRI SHALL BE RESPONSIBLE FOR THE COST OF ANY ADDITIONAL LABOR, MATERIALS, AND REPLACEMENT COMPONENTS TO REPAIR ANY MALFUNCTION. ANY REPLACEMENT PARTS SHALL BE NEW AND SHALL BE AN EXACT DUPLICATION OF THE PART BEING REPLACED. NO SUBSTITUTION OF THE ORIGINAL EQUIPMENT FOR THE DESIGNATED MANUFACTURER MODEL, TYPE OR SIZE SHALL BE ALLOWED UNLESS APPROVED BY CCRI. ALL REPAIR CALLS SHALL BE MADE WITH PERSONNEL REGULARLY EMPLOYED BY THE CONTRACTOR.
2. UNLESS OTHERWISE AUTHORIZED BY CCRI ALL REPAIR CALL SHALL BE RESPONDED TO WITH FOUR (4) HOURS OF THE TIME THE ORIGINAL CALL WAS PLACED.
3. ONCE REPAIRS ARE STARTED, THEY SHALL CONTINUE WITHOUT INTERRUPTION UNTIL COMPLETED.
4. NO REPAIRS AND/OR ADDITIONAL WORK NOT INCLUDED IN THIS AGREEMENT SHALL BE ACCOMPLISHED WITHOUT THE WRITTEN AUTHORIZATION OF THE OWNER.

**DIGITAL CONTROL
EQUIPMENT LIST**

THE EQUIPMENT LIST FOR WHICH PREVENTATIVE MAINTENANCE AND REPAIR SERVICES ARE TO BE PERFORMED IS LISTED HEREIN.

SYSTEM DESCRIPTION	NM	LON	TCP	SPYDER CONTROLLERS	VAV	INTEGRATION	
WARWICK FIELD HOUSE L-11-073-002 (1-10)							
WARWICK MAINTENANCE GARAGE L-11-073-003 (1-3)							
WARWICK MEGASTRUCTURE L-11-073-001 (1-30A)							
LINCOLN MAIN BUILDING L-11-073-004 (0-9)							
LINCOLN FIELD HOUSE L-11-073-005 (0-9)							
LINCOLN MAINTENANCE GARAGE L-11-073-006 (0-6)							
NEWPORT L-11-073-007 (0-6)							
PROVIDENCE L-11-073-008 (0-11B)							

VENDOR REQUIREMENTS:

THE IMPORTANCE OF MAINTAINING AND REPAIRING ALL ITEMS OF THE SYSTEMS AND EQUIPMENT AT SATISFACTORY PERFORMANCE LEVELS, REQUIRES THAT SUCH MAINTENANCE AND REPAIR BE PERFORMED BY A RESPONSIBLE AND ELIGIBLE VENDOR WHO HAS SATISFACTORILY, OR BETTER MAINTAINED AND REPAIRED, ON A REGULAR BASIS, SUCH OTHER SYSTEMS AND EQUIPMENT UNDER OTHER CONTRACTS OF THE SAME COMPREHENSIVE, SCOPE, SOPHISTICATION, SERVICE SPECIFICATIONS AS WELL AS PROVIDE THE DEGREE OF MAINTENANCE AND REPAIR REQUIRED HEREIN.

- A. THE SERVICE COMPANY SHALL FURNISH ALL PERSONNEL, PARTS, MATERIALS, TEST EQUIPMENT, TOOLS AND SERVICES IN CONFORMANCE WITH THE TERMS AND CONDITIONS AS OUTLINES BELOW.
- B. THE VENDOR SHALL MAINTAIN ALL ITEMS OF THE DIRECT DIGITAL CONTROL SYSTEM'S AT "ORIGINAL DESIGN PERFORMANCE" (ODP) LEVEL WHICH REQUIRES, THAT SUCH MAINTENANCE BE PERFORMED BY A RESPONSIBLE AND ELIGIBLE VENDOR WHO HAS FOR A PERIOD OF NOT LESS THAN FIVE (5) YEARS, **PRIOR TO THIS BID**, PERFORMED SATISFACTORILY IN THE INSTALLATION OR MAINTENANCE OF THE HVAC AND DIRECT DIGITAL CONTROLS OUTLINED HEREIN.
- C. THE VENDOR WILL BE GIVEN REASONABLE ACCESS TO THE FACILITIES TO INSPECT CONTROL COMPONENTS PRIOR TO SUBMITTING A BID.
- D. IF, IN THE OPINION OF, CCRI, THE PREVENTATIVE MAINTENANCE PROGRAM IS NOT BEING PROPERLY EXECUTED BY THE SERVICE PERSON REGULARLY ASSIGNED BY THE CONTRACTOR, CCRI MAY REQUEST, AND THE CONTRACTOR SHALL AGREE, TO ASSIGN A DIFFERENT SKILLED SERVICE PERSON TO IMPLEMENT THE PROGRAM.
- E. THE SERVICE PERSON SHALL, ON EACH SERVICE VISIT, SIGN IN AT THE START OF THE VISIT AND OUT AT THE END OF THE VISIT IN A LOG BOOK WHICH WILL BE KEPT IN AN OFFICE(S) TO BE DESIGNATED BY CCRI.
- F. WHEN MAKING A SCHEDULED PREVENTATIVE MAINTENANCE VISIT, THE SERVICE PERSON SHALL PREPARE IN DUPLICATE A "WORK REPORT" WHICH IS TO BE WRITTEN IN A LEGIBLE MANNER. THE WORK REPORT WILL SHOW THE TIME OF ARRIVAL AND DEPARTURE, THE HOURS SPENT ON THE JOB, AND ANY ADJUSTMENTS MADE OR DEFICIENCIES NOTED FOR EACH SYSTEM SERVICED. THIS REPORT SHALL BE LEFT WITH THE PERSON SIGNING IT.
- G. IN THE EVENT THAT THE SERVICE TECHNICIAN, AND OR HVAC MECHANIC WHEN ACCOMPLISHING THE PREVENTATIVE MAINTENANCE VISIT OR RESPONDING TO THE

SERVICE CALL, FINDS EVIDENT MISUSE OR DAMAGE TO THE EQUIPMENT, THEY SHALL IMMEDIATELY AND PERSONALLY CONTACT CCRI WITHIN A PERIOD OF SEVEN (7) CALENDAR DAYS, GIVING CCRI FULL DETAILS OF THE MATTER. THESE DETAILS SHALL INCLUDE THE DATE OF AND EXTENT OF DAMAGE, PLUS COSTS TO REPAIR THE DAMAGE. THE LETTER SHALL INCLUDE THE NAME OF THE SERVICE PERSON WHO REPORTED THE DAMAGE AND THE NAME OF THE PERSON THAT WAS SHOWN THE DAMAGE AND (DATE AND TIME) THAT PERSON VIEWED THE DAMAGE.

H. TO INSURE EFFICIENCY OF IMPLEMENTING THIS COMPREHENSIVE PROGRAM THE SUCCESSFUL VENDOR SHALL ASSIGN A LEAD HVAC MECHANIC AND A LEAD DIRECT DIGITAL CONTROLS TECHNICIAN WHO WILL BE KNOWLEDGEABLE OF THE BUILDING LAYOUTS AND MANAGE THE PROGRAM.

I. THE SUCCESSFUL VENDOR SHALL BE REGULARLY ENGAGED IN THE MAINTENANCE, AND REPAIR OF THE TRIDIUM NIAGARA DIRECT DIGITAL CONTROLS SYSTEM.

J. THE SUCCESSFUL VENDOR MUST BE AVAILABLE FOR SERVICE AND SYSTEM SUPPORT 24 HOURS PER DAY. AS SUCH THEY MUST HAVE A 24 HOUR PER DAY MANNED TELEPHONE NUMBER AND ON CALL SERVICE TECHNICIAN AND MECHANIC AVAILABLE. **ALL SERVICE AND SYSTEM SUPPORT CALLS MUST BE RESPONDED TO WITHIN TWO (2) HOURS.**

K. THE SUCCESSFUL VENDOR SHALL PROVIDE ALL SERVICE VEHICLES, AN INVENTORY OF REPLACEMENT PARTS AND COMPONENTS AND ANY NECESSARY TOOLS AND EQUIPMENT TO PROPERLY SERVICE AND REPAIR THE EQUIPMENT. THIS INCLUDES ALL TEMPERATURE SENSORS, CONTROLLERS, ACTUATORS, AND AUTOMATION LOGIC BOARDS FOR ANY CCRI SYSTEM.

L. THE SUCCESSFUL VENDOR SHALL PROVIDE AT THE MINIMUM THE FOLLOWING LICENSES, CERTIFICATIONS.

- A) CERTIFIED ENERGY MANAGER (CEM)
- B) NIAGARA OPEN PROTOCOL AX CERTIFICATION

M. THE SUCCESSFUL VENDOR SHALL EMPLOY A CERTIFIED ENERGY MANAGER (CEM) THAT WILL BE AVAILABLE TO MEET WITH CCRI TO REVIEW THE CURRENT USAGE AND EQUIPMENT EFFICIENCIES, TO OFFER RECOMMENDATIONS ON CHANGES IN ITS USE AND OR CONFIGURATION IN ORDER TO REDUCE ENERGY CONSUMPTION AND ASSIST IN DETERMINATION
OF IMPROVEMENTS TO THE CONTROL SYSTEM.

N. THE SUCCESSFUL BIDDER VENDOR SHALL HAVE A MINIMUM OF EIGHT (8) AUTOMATION SPECIALIST FACTORY TRAINED AND CERTIFIED IN TRIDIUM NIAGARA CONTROLS SYSTEMS.

O. THE SUCCESSFUL VENDOR SHALL BE A SIGNATORY TO A LICENSE AGREEMENT FOR ALL PROPRIETARY SOFTWARE FOR THE NIAGARA SOFTWARE PLATFORM.

SUCCESSFUL VENDOR WILL BE REQUIRED TO FURNISH THE FOLLOWING AT TIME OF TENTATIVE AWARD:

1. FOUR (4) REFERENCES OF OTHER PROJECTS SIMILAR IN SCOPE AND SIZE TO THIS PROJECT WHICH WILL SERVE TO ILLUSTRATE THE ABILITY OF THEIR FIRM TO ACT AS THE PRIMARY CONTRACTOR TO ACCOMPLISH A COMPREHENSIVE MAINTENANCE AND SUPPORT PROGRAM IN ACCORDANCE WITH THESE SPECIFICATIONS.

2. PROVIDE AT LEAST FOUR (4) NIAGARA AX REFERENCE PROJECTS UTILIZING HONEYWELL CONTROLS AND EMPLOY A MINIMUM OF EIGHT (8) FULL TIME CERTIFIED NIAGARA SPECIALISTS FOR CCRI, WHICH WILL SERVE TO ILLUSTRATE THE ABILITY OF THEIR FIRM TO ACT AS THE PRIMARY CONTRACTOR IN ANY INSTALLATIONS AND MAINTENANCE REQUIREMENTS IN UTILIZING THE OPEN AND INTEGRATED NIAGARA AX PLATFORM.

CONCLUDING STATEMENT: *FAILURE TO MEET ANY OF THE REQUIREMENTS WITHIN THE BID SPECIFICATIONS MAY DEEM VENDORS BID PROPOSAL NON-RESPONSIVE.*

END.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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

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

**DIVISION OF PURCHASES
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), 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, 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 61st 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, 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 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/eoophagehome.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.

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 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 .poster/htm or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at www.dlt.ri.gov on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

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
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Director

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

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

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

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

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

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

CERTIFICATION

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

By: [Signature]
Title: V.P. DAVID McCarty

Subscribed and sworn before me this 6 day of July, 2016

[Signature]
Notary Public
My commission expires: 4-21-20

KAREN ANN POITRAS
Notary Public, State of Rhode Island
My Commission Expires April 21, 2020

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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.