

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

**RIVIP BIDDER CERTIFICATION COVER FORM**  
**SECTION 1 - BIDDER INFORMATION**

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

**Solicitation Number:** 7550642  
**Solicitation Title:** ELECTRICAL/ELECTRONIC MAINTENANCE & REPAIR (MPA 41) (24 PGS & ZIP FILE)

**Bid Proposal Submission  
Deadline Date & Time:** 7/29/2016 10:00 AM

**RIVIP Vendor ID #:** 67061  
**Bidder Name:** Kelly Electric  
**Address:** 125 Iroquois rd  
Cumberland , RI 02864  
usa

**Telephone:** (508) 815-6517  
**Fax:** (401) 333-3838  
**Contact Name:** Ryan Kelly  
**Contact Title:** MR  
**Contact Email:** Ryankelly227@yahoo.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*

- 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.

Disclosure details (continue on additional sheet if necessary):

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### 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.

*Ryan Kelly member/owner*

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### 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





### Solicitation Information

**DATE: July 5, 2016**

**RFQ: #7550642**

**TITLE: Electrical / Electronic Maintenance and Repair (MPA 41)**

**Submission Deadline:**

**DATE: July 29, 2016**

**TIME: 10:00 AM (Eastern Time)**

Questions concerning this solicitation must be received by the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) no later than **July 15, 2016 @ 4:00 PM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: NO**

**BOND REQUIRED: NO**

**Gary P. Mosca,  
Senior Buyer**

Applicants must register on-line at the Division of Purchases' Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three-page "RIVIP Bidder Certification Cover Form" attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## **SECTION 1: INTRODUCTION**

The State of Rhode Island (the "State"), by and through its Division of Purchases (the "Division") on behalf of all State agencies ("User Agencies"), solicits Master Price Agreement ("MPA") proposals from licensed electricians ("Contractors") who are experienced in maintenance and repair of electrical and electronic systems in commercial, industrial, and residential facilities in accordance with the terms of this request for proposals ("RFQ") and the Division's General Conditions of Purchase, which may be obtained at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) . If awarded, the term of the MPA contract shall commence on or about September 1, 2016 and expire August 31, 2016 unless terminated, cancelled, by the Division.

Contractors may be required to perform any or all of the services specified herein. Contractors shall enter into a MPA contract with the State consistent with the terms of this RFP and responses thereto.

### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFQ carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. All costs associated with developing or submitting a proposal in response to this RFQ, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
3. Proposals are considered to be irrevocable for a period of not less than 120 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
4. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
5. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
6. It is intended that an award pursuant to this RFQ will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work.

Joint venture and cooperative proposals will not be considered. Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

7. All proposals should include the vendor's FEIN or Social Security number as evidenced by an IRS Form W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
8. The purchase of services under an award made pursuant to this RFQ will be contingent on the availability of funds.
9. Vendors are advised that all materials submitted to the Division for consideration in response to this RFQ shall be subject to the Rhode Island "Access to Public Records Act", R. I. Gen. Laws § 38-2-1, *et seq.* shall be without exception, and shall be available for public inspection upon request once an award has been made.
10. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFQ.
11. "Equal Employment Opportunity Act", R.I. Gen. Laws § 28-5.1-1 provides as follows: (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
12. In accordance with R.I. Gen. Laws § 7-1.2-140, no foreign corporation, (a corporation without a Rhode Island business address), shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
13. Vendors must comply with the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov)

## **SECTION 2: BACKGROUND**

The Work will entail the installation and modification of miscellaneous electrical maintenance, repair and installation projects as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services ("Projects") may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an "as needed, when requested" basis. This request for proposals does not guarantee that the State will utilize any contractor for a minimum/maximum amount of time or for a minimum/maximum dollar value over the term of the MPA contract.

The prices/rates provided in this Master Price Agreement (MPA) represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the MPA Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

## **SECTION 3: SCOPE OF WORK**

### **General Scope of Work**

Contractor will provide electrical service, including labor and equipment, for all State agencies, facilities buildings owned or occupied by the State of Rhode Island including but not limited to all State Educational Facilities as needed. Service will include all testing, scheduled maintenance, emergency repairs and other work necessary on the State's electrical primary and secondary distribution systems not to exceed 600V for low to medium voltage or any systems in excess of 600V for high voltage.

- 3.1 Contractor(s) must have proper PPE for all service calls and address work/services including but not limited to those enumerated herein:
- 3.2 Contractors must perform repairs, fabrication, operations and maintenance of minimum 600V voltage electrical systems and associated equipment for low voltage services and excess of 600V voltage electrical systems and associated equipment for high voltage services.
- 3.3 Contractors are responsible for testing equipment and troubleshooting complex electrical problems to develop effective resolutions.
- 3.4 Contractors must have an understanding of the operation and maintenance of tools and equipment of the trade.
- 3.5 Contractors must establish and maintain effective working relationships with those contacted in the course of the Project such as customers, project managers, inspectors, and other crafts, including assisting others and working cooperatively.

- 3.6 Contractors shall maintain records related to work performed including use of computers.
- 3.7 Contractors must be able to read and interpret plans, diagrams, drawings, instructions, and related technical materials.
- 3.8 Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.
- 3.9 Contractors shall be responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed or damaged must be restored to their original condition.
- 3.10 Contractors must respond to service calls if requested by a User Agency and be available 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Response time to emergencies and routine request is expected to be timely, and proposals will be reviewed in part on the Contractor's ability to provide such "on-call" service and by written commitment to respond timely to both scheduled and emergency situations. Contractors must send a qualified licensed electrician to the User Agency location and supply all necessary tools, equipment, and replacement parts to perform repairs or diagnose the problems. Such supplies, materials and parts shall be of the highest quality and the cost of such shall be billed as reflected in the bid document.

**Contractor(s) must respond as requested by the Eligible Entity:**

- i. Emergency calls – Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.
  - ii. Service calls – Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the User Agency.
- 3.11 Contractors must be able to make preliminary assessments of the electrical problems based upon the telephone communications with the User Agency.
- 3.12 Failure to arrive at the User Agency location without a qualified licensed electrician may be considered an unacceptable service call. Contractors shall not charge for an unacceptable service call and the User Agency shall not be required to pay for an unacceptable service call.
- 3.13 Contractors must receive prior approval from the User Agency to perform any and all projects including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and contractors shall not be compensated for such services. In addition Contractors shall be held accountable for any unauthorized services and responsible for compensating the User Agency if any damage occurs. User Agencies the contracting authority shall be responsible for requesting Contractor service and compensating Contractors.

- 3.14** Contractors shall be responsible for cleaning the work area after the Project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition.
- 3.15** Contractors shall be responsible for informing designated User Agency personnel to status of all work in progress on a daily basis including but not limited to estimated completion date, parts delivery dates and accrued and project costs.
- 3.16** The User Agency must be advised and must approve if more than (1) person is necessary on the project.
- 3.17** Contractors shall be required to complete User Agency "time-in/time-out logs. All Projects related work is to be coordinated through designated User Agency personnel. In addition, a suitable Contractor work order form shall be maintained by the User Agency documenting Contractor personnel on the Project site, together with start and completion times. The Contractor representatives must sign the work order form and retain a copy for his/her files. Work order forms shall be used for verifying billable hours.
- 3.18** All Contractors personnel shall dress appropriately with clear identification of the employee's name.
- 3.19** Contractors shall maintain a twenty-four (24) hour capability with sufficient manpower, equipment and vehicles to assure emergency repair response and a two (2) hour response time is expected for emergency service. The Contractors' response staff should be the individual or individuals most familiar with the distribution system.
- 3.20** Contractors shall receive a copy of the User Agency's electrical distribution schematic and shall be required to maintain said schematic throughout the duration of the Project.
- 3.21** Contractors must be located within 60 miles of Rhode Island.
- 3.22** Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.
- 3.23** Contractors shall be responsible for supplying all equipment needed to complete Projects including but not limited to: voltage testers, line fault testing equipment, drilling equipment, line pulling equipment, safety equipment and all other equipment as needed or required. All tools and equipment are to be included in the Contractors hourly rate. Charges for additional equipment beyond the scope of a standard service call must be authorized in writing by the User Agency.
- 3.24** All line faults will be tested utilizing both voltage and line fault testing equipment according to the National Electrical Code and NETA standard.

**3.25** In addition to license requirements, Contractors responding to this RFQ must certify that all work/services performed for User Agencies shall be performed by an individual(s) holding valid Rhode Island electrical licenses.

**SECTION 4: Price and Related Factors:**

Award(s) will be made to the vendors that offer the best value to the State. The State may determine that an offer is unacceptable if the pricing offered is significantly unbalanced.

**4.1 Fixed Fee Lump Sum Award:**

\*This method will apply to those projects that have a defined scope of work.

No individual Project shall exceed the maximum cost of thirty thousand dollars (\$30,000) for low/medium voltage services and fifty thousand dollars (\$50,000) for high voltage services. A minimum of three (3) written quotes will be required from user agency. The Contractor shall submit a properly itemized proposal covering the requested Work. This proposal shall be itemized to include the various components of work and shall be segregated by labor, materials and equipment in a format satisfactory to the User Agency. Any amount in excess of the maximum dollar amount must be reviewed and receive authorized by the Division. The Division reserves the right to solicit quotes from all Contractors for any project regardless of its estimated value. Contractors must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of the User Agency. The quotation shall be provided within three (3) business days of the original request, and shall include a detailed summary in accordance with the MPA contract rates. The User Agencies shall be under no obligation to pay for Work done without prior approval and the State may at its sole option request alternative quotations.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

#### 4.2 Time and Materials Award:

\*This method is for those projects or special tasks for which the specifications are uncertain or difficult to determine in advance.

**Projects or special tasks may include but not limited to:**

1. Evaluate/inspect the existing distribution system.
2. Update the existing one-line drawings including identification of feeders, switch configurations and transformer nameplate data.
3. Identify areas within the electrical system for improving reliability and redundancy.
4. Assist the Utility Department with developing a preventative maintenance plan.
5. Identify and document all distribution system related equipment. (Including nameplate data, age and condition).
6. Assist the Utility department with developing a master plan for replacement of equipment and cables deemed at/near end of useful life.

**Note:** The additional tasks above will require varying levels of expertise. It is understood that these tasks will be implemented on a T&M basis utilizing personnel described in the proposal.

Contractors shall submit an itemized proposal to User Agencies which include the various components of work/services for a Projects segregated by labor, materials and equipment in a format satisfactory to User Agencies. The allowable markup for indirect overhead and profit on all items shall be limited to 15%. The Owner shall be entitled to any and all material or trade discounts (off list prices) that the electrical vendor receives. Material quotes or invoices shall provide the discounted rate.

In the event a time and materials option has been deemed in the best interest of the State a not to exceed amount must be provided by the Contractor to the Agency. The not to exceed amount shall not exceed \$30,000.00 per Project.

Each task will be assigned to Contractor by an authorized Agency representative in a detailed, written work authorization.

Contractor(s) shall be required to complete an agency "time-in/time-out log when on project site. Agencies will provide a designated individual to coordinate and supervise any/all Time and Materials work orders. In addition a vendor work order form shall be maintained by the agency documenting contractor personnel on the job site and start and completion times. The Contractors representative is required to sign the vendor work order form and retain a copy. This document will be used for verifying billable hours.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and

estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

## **SECTION 5: CONTRACTOR REQUIREMENTS**

- 5.1 Contractors must comply with all local, State and Federal laws, rules, obtain required permits and adhere to all regulations for electricians; possess a valid Rhode Island master electrician's license; have a current Rhode Island contractor's license; and, must be registered with the Rhode Island Secretary of the State Corporations Division.
- 5.2 Contractors shall invoice the User Agency within 30 days of a completed service call at the rates agreed to in the MPA contract. The User Agency shall make payment in accordance with the "Prompt Payment Act" R. I. Gen. Laws § 42-11.1-1 *et seq.*
- 5.3 Contractors must have been in the electrical contracting business for a minimum of three (3) years (to qualify for low/medium voltage Projects) and a minimum of five (5) years to qualify for high voltage Projects. Contractors, who have not been in business for the minimum three years, must identify all substantial structural changes related to the ownership or management of their business. This includes, but is not limited to, merger, acquisition, change in control, receivership, bankruptcy, etc. If there has been any such substantial structural change, then explain in detail the reasons for such changes as well as the impact on the Contractors ability to provide the services solicited in this RFQ. The State reserves the right to request additional information regarding any Contractor's response to this section to ensure that prospective Contractors have demonstrated that any such structural changes have not substantially altered the nature of the services being provided or the management and staff expertise necessary to perform the required services and repairs.
- 5.4 Contractors must indicate the year their business entity was established. This will be verified with the Secretary of States Corporation Division or with other authorities.

## **SECTION 6: Occupational Health and Safety Requirements**

- 6.1 Contractors shall strictly comply with the current State and Federal occupational safety and health policies/procedures necessary to protect the health and safety of workers and the general public on all project sites.

- 6.2** Contractors must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this RFQ. It is the Contractor's responsibility to ensure that operations are conducted in a safe and secure manner at all times. Contractors must replace/repair, at the User Agency's sole discretion, any property damaged by Contractors during project performance.
- 6.3** Based on applicable security laws, regulations, and policies, User Agencies have the right to require the Contractors to comply with a range of additional requirements or standard operation procedures. Contractors must comply with such security requirements at no additional charge to the User Agencies. User Agencies shall have the right to request background criminal investigations (BCI's) from any and all Contractor officers, directors, and employees at no additional charge to the User Agency.
- 6.4** Contractors shall ensure that employees are knowledgeable of all the requirements of this RFQ. Contractors shall be responsible for instructing employees in safety measures considered appropriate.
- 6.5** Project work areas shall be secured from public access, clearly marked, and barricaded, if necessary. Project work shall not interfere with ingress or egress of normal operations by tenants, employees or vehicles. Contractors shall protect all surrounding surfaces and vegetation from damage or destruction. Contractors shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the Project. No materials or equipment shall be left on the Project site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance by the User Agency. At the completion of work, Contractor shall remove all materials, supplies, debris and rubbish and leave the Project site in a clean, acceptable condition.

## **SECTION 7: Equipment, Materials and Workmanship**

- 7.1** Contractors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of a Project.
- 7.2** All equipment, materials and labor utilized and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the work/services required for a project.
- 7.3** Contractors shall guarantee all workmanship and parts furnished and installed under this RFQ against defect for (12) months after completion. Equipment provided with manufacturer's extended warranties shall extend this duration in accordance with manufacturer's terms and conditions. Defects will be repaired or replaced by Contractors at no expense to the User agency.

- 7.4 Contractors must supply all relevant warranty information and documentation to the user Agency upon Project completion.
- 7.5 All equipment, parts and/or supplies must be new and of the highest quality.

### **SECTION 8: Inspection of Work**

- 8.1 All Projects related work/services shall be subject to inspection and approved by the User agency.
- 8.2 Acceptance or rejection of the Project shall be made as promptly as practical, but failure to accept or reject the Project shall not relieve the Contractor from responsibility for the Project related work/services.
- 8.3 User Agencies shall not be deemed to have accepted the Project by virtue of a partial or full payment for it.

### **SECTION 9: Damage and Defects**

- 9.1 Contractors shall use due care so that no persons are injured, or no property damaged during a Project. Contractors shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Project related work/services or caused in any other manner whatsoever by the Contractor or their employees.
- 9.2 User Agencies may repair the loss or damage to property caused by a Contractor during the Project. Contractors shall reimburse User Agencies for any and all costs associated with loss or damage caused by Contractor. Where, in the opinion of the User Agency, it is not practical or desirable to repair the loss or damage the User Agency may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor for the Project.
- 9.3 Contractors shall preserve and protect the rights of the User Agency with respect to any work/services performed under sub-contract and incorporate the terms and conditions of this RFQ Contract into all sub-contracts as necessary to preserve the rights of the State and User Agencies under this RFQ. The Contractor shall be fully responsible to the State and User

Agencies for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Contractors.

### **SECTION 10: WAGE REQUIREMENT**

- 10.1** Project based pricing will be inclusive of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, all applicable permits and any other costs to complete the project. The User Agencies shall provide the scope of work to the Contractors. The electrical Contractors must provide the eligible entity with certified payroll record (prevailing wage) after completion of project.
- 10.2** Contractors must comply with all applicable prevailing wage requirements. Prevailing wage schedules are listed at <http://www.wdol.gov/dba.aspx#0> . The Division is not responsible for the accuracy of the information contained at that website or any third-party website.
- 10.3** The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the Contractors or any sub-contractor.
- 10.4** The wage schedule applies to all phases of the Project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- 10.5** All apprentices must be registered with the State Rhode Island Department of Labor and Training (“DLT”) Apprenticeship Training Program in order to be paid at the lower apprentice rates. All apprentices must keep his/her apprentice identification card on his/her person during all work hours. If a worker is not registered with DLT, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level.
- 10.6** R.I. Gen. Laws § 37-13-13 provides as follows: – (a) Every contractor and subcontractor awarded a contract for public works as defined by this chapter shall furnish a certified copy of his or her payroll records of his or her employees employed on the project to the awarding authority on a

monthly basis for all work completed in the preceding month on a uniform form prescribed by the director of labor and training. Notwithstanding the foregoing, certified payrolls for department of transportation public works may be submitted on the federal payroll form, provided that, when a complaint is being investigated, the director or his or her designee may require that a contractor resubmit the certified payroll on the uniform department form.

(b) Awarding authorities, contractors and subcontractors shall provide any and all payroll records to the director of labor and training within ten (10) days of their request by the director or his or her designee.

(c) In addition, every contractor and subcontractor shall maintain on the site where public works are being constructed and the general or primary contract is one million dollars (\$1,000,000) or more, a daily log of employees employed each day on the public works project. The log shall include, at a minimum, for each employee his or her name, primary job title, and employer and shall be kept on a uniform form prescribed by the director of labor and training. Such log shall be available for inspection on the site at all times by the awarding authority and/or the director of the department of labor and training and his or her designee. This subsection shall not apply to road, highway, or bridge public works projects.

(d) The director of labor and training may promulgate reasonable rules and regulations to enforce the provisions of this section.

(e) The awarding authority of any public works project shall withhold the next scheduled payment to any contractor or subcontractor who fails to comply with the provisions of subsections (a) or (b) above and shall also notify the director of labor and training. The awarding authority shall withhold any further payments until such time as the contractor or subcontractor has fully complied. If it is a subcontractor who has failed to comply, the amount withheld shall be proportionate to the amount attributed or due to the offending subcontractor as determined by the awarding authority. The department may also impose a penalty of up to five hundred dollars (\$500) for each calendar day of noncompliance with this section, as determined by the director of labor and training. Mere errors and/or omissions in the daily logs maintained under subsection (c) shall not be grounds for imposing a penalty under this subsection.

**10.7** The User Agency shall not release final payment until project completion is in full compliance with the requested scope of work and accepted by the User Agency. The User Agency may request additional Project related information from the Contractor at any time. Contractors must submit all requested information to the User Agencies in a timely manner.

**10.8** Project pricing will be based on the hourly rates submitted by Contractors in response to this RFQ. The hourly rates shall not be less than the prevailing wage rate.

**SECTION 11: CONTRACTOR RESPONSE FORM**

Provide full and detailed responses to the following Schedules:

**Schedule A: Company Profile and Experience**

11.1 Corporate profile and comparable work experience. Respondents are to provide a brief summary of their corporate profile and experience in providing similar electrical services to institutional facilities.

**Company name:** Kelly Electric LLC

**Year business entity was established:** 2008

**Corporate profile and comparable work experience:**

Kelly Electric LLC is a commercial, industrial and residential electrical contractor based out of Cumberland, RI. Kelly Electric is fully licensed, bonded and insured and was established in 2008 by Ryan C. Kelly. Since the company's inception, Kelly Electric has performed and completed a wide variety of electrical contracting projects including, but not limited to, commercial fire alarm installations, industrial and commercial service work, commercial and residential generator installations, parking lot lighting, bucket truck work, lighting, retrofits and upgrades and other various commercial and industrial projects. Kelly Electric holds electrical contractors licenses in three states including Rhode Island, Massachusetts and New Hampshire. Kelly Electric is committed to quality workmanship and on time service for every customer, every time.

**SECTION 12: EXPERIENCE AND REFERENCES**

**Part B: Experience and References**

**12.1 Experience and References**

Provide names, addresses, and contact information for from three (3) owners of projects for which work has been performed in the past five (5) years. Include a brief description of each project. The Division reserves the right to not award a MPA contract to any respondent whose references are deemed to be unsatisfactory.

Year Started: November 2013

Year Complete: May 2014 + Maintenance Contract Through Present

Brief Description of Contract: Rehab of 800,000 square foot manufacturing and storage facility. Work included design and build of new lighting, fire alarm and electrical distribution to suit warehouse needs. Project was completed on time and under budget. Kelly Electric also handles all on-going facilities electrical maintenance work for 6 buildings in RI.

Company: Dean Warehousing

Contact Person: Daniel Webster

Telephone and Email: 401-339-5149 / NA

Project and Value: \$300,000

Year Started: October 2010

Year Complete: Through Present (On Going Service & Maintenance Work)

Brief Description of Contract: Vendor of choice for all electrical work and maintenance including, but not limited to, machinery and equipment wiring, lighting, switch gear and distribution work and fire alarm.

Company: Primary Flow Signal

Contact Person: David Mooney

Telephone and Email: 401-641-3690 / NA

Project and Value: Variable; \$25,000 - \$50,000 per year

Year Started: June 2015

Year Complete: Through Current

Brief Description of Contract: Miscellaneous electrical projects and fire alarm upgrades throughout the Smithfield, RI school district buildings. Work has been performed and completed around varying schedules as to not disrupt school when in session.

Company: Ahlborg Construction ( General Contractor)

Contact Person: Glenn Ahlborg

Telephone and Email: 401-265-7100

Project and Value: \$280,000

Year Started: 2012

Year Complete: Through Present (On-Going Service Work)

Brief Description of Contract: Fire alarm maintenance and repair work on various commercial buildings for AFA Protective Systems. Work includes installation of new fire alarm systems, repairing existing systems, trouble shooting etc.

Company: AFA Protective Systems

Contact: Pat Harrington

Telephone: 617-593-3290

Project and Value: \$200,000 annually on average

**SECTION 13: ADDITIONAL REQUIREMENTS FOR HIGH VOLTAGE ELECTRICAL CONTRACTORS TO OFFER PROPOSALS**

Contractor qualifications must meet the following minimum requirements to qualify for high voltage maintenance and repair:

13.1 Legal Registration

- i. Company must have been in business, registered in Rhode Island for a minimum of five (5) years under its present name. All employees that perform work such as terminations and other connections shall have a minimum of two years' experience and shall be supervised by a full time employee with (5) years' experience working on high voltage equipment.

13.2 Certifications, Licenses, Registrations, etc.

- i. Submit Certificate A Electrical Contractor's License Number.
- ii. Submit Contractor License Number.
- iii. Submit a list of Certificate B Journeymen Electricians with License Numbers.
- iv. Describe backup capabilities.

13.3 Must have a 24hr/7 day a week emergency on call service with a dedicated number.

- i. Submit the company protocol for call-in of emergency work.

13.4 Safety Program: Must have a designated Safety Manager with a structured safety program and all employees used and are trained in confined space work.

- i. Submit a copy of the company's Safety Program
- ii. Submit a statement that all employees that perform work are certified for Confined Space Work per OSHA 10 and 30.

13.5 Minimum of one (1) Test Technician:

- i. Must be a full time employee with 5 years' experience as a Test Technician on MV/HV electrical equipment
- ii. Capable of Hi-Pot, Hot-Phasing, Meggar testing, underground cable detection, ductoring and turns ratio testing.
  - Submit any applicable certifications

13.6 Self-perform Cable Splicing and Terminations

- i. Prefer certifications from medium & high voltage termination and splice kit manufacturers (i.e. Elastimold, Raychem, 3M, etc.) Submit copies of certifications.

13.7 Include documentation showing experience and training maintaining high voltage to medium voltage substations, switches, transformers and all above ground and below ground cable and connections.

13.8 List all company owned equipment necessary to perform the services outlined.

13.9 List subcontractors proposed as members of the project team, and the duties, responsibilities and concentration of effort which apply to each.

**SECTION 14: ATTACHMENT A - PROJECT RELEVANT EXPERIENCE:**

**Submit on Attachment A:**

14.1 Indicate three (3) MV medium voltage projects work valued at over \$10,000 within the past three (3) years.

i. Year Started: 2014

---

Year Complete: 2015

---

Description of Contract: Installation of new generator at Camp Fogarty in East Greenwich, RI. Responsible for design build and engineering for 100% power backup of troop command building.

Company: State of Rhode Island, National Guard

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Contact Person: Carl Hyllested

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Telephone and Email: 401-255-7789

---

Project and Value: \$97,000

ii. Year Started: 2012

---

Year Complete: Through Present (On-going Service Work)

---

Brief Description of Contract: Miscellaneous electrical repair and maintenance work as needed throughout the Cumberland, RI school district. Work has included new parking lot lighting installation and maintenance, installation of new data equipment and commercial projector, and consulting on electrical work/projects.

Company: Cumberland School Dept., Town of Cumberland RI

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Contact Person: Wayne Alexander or Current Facilities Manager

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Telephone and Email: 401-256-0028

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Project and Value: \$25,000 - \$50,000 per year

iii. Year Started: 2015

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Year Complete: 2016

---

Brief Description of Contract: Design build and installation of all electrical systems for 20,000 square foot auto body shop including all electrical service to the building, phone, data and camera systems as well as fire alarm work.

Company: Cumberland Collision

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Contact Person: Chuck Lombardi

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Telephone and Email: 401-333-5855

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Project and Value: \$188,000

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**14.2** Successful record Self Performing on at least three (3) HV High Voltage work valued at over \$50,000 within the past three (3) years.

i. Year Started: N/A

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Year Complete: N/A

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Brief Description of Contract: N/A

Company: N/A

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Contact Person: N/A

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Telephone and Email: N/A

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Project and Value: N/A

ii. Year Started: N/A

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Year Complete: N/A

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Brief Description of Contract: N/A

Company: N/A

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Contact Person: N/A

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Telephone and Email: N/A

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Project and Value: N/A

iii. Year Started: N/A

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Year Complete: N/A

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Brief Description of Contract: N/A

Company: N/A

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Contact Person: N/A

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Telephone and Email: N/A

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Project and Value: N/A

**14.3** Successful record Self Performing on at least three (3) projects involving emergency transfer equipment rated at 4,160 Vac within the past three (3) years.

i. Year Started: N/A

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Year Complete: N/A

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Brief Description of Contract: N/A

Company: N/A

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Contact Person: N/A

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Telephone and Email: N/A

---

Project and Value: N/A

ii. Year Started: N/A

---

Year Complete: N/A

---

Brief Description of Contract: N/A

Company: N/A

---

Contact Person: N/A

---

Telephone and Email: N/A

---

Project and Value: N/A

iii. Year Started: N/A

---

Year Complete: N/A

---

Brief Description of Contract: N/A

Company: N/A

---

Contact Person: N/A

---

Telephone and Email: N/A

---

Project and Value: N/A

**SECTION 15: FINANCIAL CONSIDERATIONS****15.1 Labor Rates**

Labor rates shall be all inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.

The Owner shall be entitled to any and all material or trade discounts (off list prices) that the electrical vendor receives. Material quotes or invoices shall provide the discounted rate.

All Work performed is to be in accordance with all governing regulatory authorities within the State of Rhode Island.

**Cost Portion of Proposal\* Pricing for Personnel Required**

<b>Master Electrician [Low /Medium Voltage]</b>	<b>Hourly Rate</b>
(a) Regular/Straight Time Monday - Friday	\$ 63.24
(b) Overtime Monday - Friday	\$ 94.86
(c) Sat/Sun/Holidays	\$63.24
(d) Emergency Call Response Hourly Rate.	\$63.24
(e) Minimum Hours Charged per Emergency Call	Hours: (1) one

<b>Electrical Journeyman [Low / Medium Voltage]</b>	<b>Price per Hour</b>
(a) Regular/Straight Time Monday - Friday	\$ 63.24
(b) Overtime Monday - Friday	\$ 94.86
(c) Sat/Sun/Holidays	\$63.24
(d) Emergency Call Response Hourly Rate	\$63.24
(e) Minimum Hours Charged per Emergency call	Hours: (1) one

<b>Registered Electrical Apprentice [Low/Medium Voltage]</b>	<b>Price per Hour</b>
(a) Regular/Straight Time Monday - Friday	\$ 44
(b) Overtime Monday - Friday	\$ 66
(c) Sat/Sun/Holidays	\$ 44

**SECTION 16: HIGH VOLTAGE PRICING:****Labor Rates**

Labor rates shall be all inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.

The Owner shall be entitled to any and all material or trade discounts (off list prices) that the electrical vendor receives. Material quotes or invoices shall provide the discounted rate.

All Work performed is to be in accordance with all governing regulatory authorities within the State of Rhode Island.

**Cost Portion of Proposal\* Pricing for Personnel Required**

<b>Master Electrician [High Voltage]</b>	<b>Hourly Rate</b>
(a) Regular/Straight Time Monday - Friday	\$ N/A
(b) Overtime Monday - Friday	\$ N/A
(c) Sat/Sun/Holidays	\$ N/A
(d) Emergency Call Response Hourly Rate.	\$ N/A
(e) Minimum Hours Charged per Emergency Call	Hours: <u>N/A</u>

<b>Line Man</b>	<b>Price per Hour</b>
(a) Regular/Straight Time Monday - Friday	\$ N/A
(b) Overtime Monday - Friday	\$ N/A
(c) Sat/Sun/Holidays	\$ N/A
(d) Emergency Call Response Hourly Rate	\$ N/A
(e) Minimum Hours Charged per Emergency Call	Hours: <u>N/A</u>

<b>Electrical Journeyman [High Voltage]</b>	<b>Price per Hour</b>
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(a) Regular/Straight Time Monday - Friday	\$ N/A
(b) Overtime Monday - Friday	\$ N/A
(c) Sat/Sun/Holidays	\$ N/A
(d) Emergency Call Response Hourly Rate	\$ N/A
(e) Minimum Hours Charged per Emergency Call	Hours: <u>N/A</u>

**Major Equipment (with Operator s applicable)**

All rates shall be all inclusive without limitations, wages, benefits, vehicle, fuel, tools, mobilization and demobilization, supervision, insurance, all licenses, permits, overhead and profit and all other requirements necessary for the commencement, performance and completion of the Work.

Bucket	Truck	Rates	with	operator	
A	Hourly (straight time)				\$ 134
B	Overtime				
C	Daily				\$ 1,072
D	Weekly				\$ 5,360
E	Monthly				\$21,440

Equipment Operator		
A	Hourly (straight time)	\$ 89
B	Overtime	
C	Daily	\$712
D	Weekly	\$3,560
E	Monthly	\$14,240

<b>Digger/Derrick Truck</b>		
A	Hourly (straight time)	\$134
B	Overtime	
C	Daily	\$1,072
D	Weekly	\$5,360
E	Monthly	\$21,440

<b>Crane</b>		
A	Hourly (straight time)	\$134
B	Overtime	
C	Daily	\$1,072
D	Weekly	\$5,360
E	Monthly	\$21,440

<b>Backhoe</b>		
A	Hourly (straight time)	\$134
B	Overtime	
C	Daily	\$1,072
D	Weekly	\$5,360
E	Monthly	\$21,440

<b>Compressor</b>		
A	Hourly	\$46
B	Daily	\$375
C	Weekly	\$1,500
D	Monthly	\$6,000

<b>Generator (site work only)</b>		
A	Hourly	\$46
B	Daily	\$375
C	Weekly	\$1,500
D	Monthly	\$6,000

<b>Pump</b>		
A	Hourly	\$9.25
B	Daily	\$74
C	Weekly	\$233.33
D	Monthly	\$933.32

## **SECTION 17: PROPOSAL SUBMISSION**

Questions concerning this solicitation may be e-mailed to the Division of Purchases at [doa.purquestions3@purchasing.ri.gov](mailto:doa.purquestions3@purchasing.ri.gov) no later than the date and time indicated on page one of this solicitation. Please reference the RFQ # on all correspondence. Questions should be submitted as a Microsoft Word attachment. Answers to questions received, if any, will be posted on the Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information. If technical assistance is required to download, call the Help Desk at (401) 574-9709.

Offerors are encouraged to submit written questions to the Division of Purchases. No other contact with State parties is permitted. Interested offerors may submit proposals to provide the services covered by this Request on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases will not be considered.

Responses should be mailed or hand-delivered in a sealed envelope marked "RFQ#" to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

### **RESPONSE CONTENTS**

Responses shall include the following:

1. A completed and signed three-page R.I.V.I.P generated Bidder Certification Cover Form which may be downloaded from [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. A completed and signed IRS Form W-9 which may be downloaded from: [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
3. Contractors **may** submit a proposal for either Low/Medium Voltage or High Voltage. It is not required to be qualified for both Low/Medium and High Voltage to submit a proposal.
4. Respond to each of the items to ensure proposals receive full evaluation consideration for Low/Medium Voltage Services. Response directly onto appropriate [Section], including any appendices requested.

5. Respond to each of the items to ensure proposals receives full evaluation consideration for High Voltage Services. Response directly onto appropriate [Section], including any appendices requested.
6. Submit Copy of Certificate A Electrical Contractor's License Number.  
Submit Contractor License Number. # A-004695

### CONCLUDING STATEMENTS

Notwithstanding the above, the Division reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The Division may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The Division's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the MPA contract award pursuant to this RFQ.

Failure to submit any required document or information may deem bid non-responsive.

State of Rhode Island and Providence Plantations  
Rhode Island Department of Labor and Training  
ELECTRICAL CONTRACTOR A-004695  
JOURNEY ELECTRICIAN B-013457

RYAN C KELLY  
DBA/ KELLY ELECTRIC LLC  
125 IROQUOIS ROAD  
CUMBERLAND RI 02864

02/28/2017  
Expiration Date

JOHN SHAW  
Administrator



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)

**Attachment "A"**

Estimated hourly usage for core (most widely utilized) services.

Period for: September 1, 2015 – August 31, 2016.

Master Electrician, Regular (straight time) hours: 1500  
Electrical Journeyman, Regular (straight time) hours: 1200  
Apprentice hours: 113

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**Additional Information:**

Electrical Journeyman, Overtime Hours: 35  
Electrical Journeyman, Sat, Sun and Holiday hours: 47

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)

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46	2814836
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NAME Kelly Electric LLC

ADDRESS 10 Wysteria Ln

CITY, STATE AND ZIP CODE Cumberland, RI 02864

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 Owner DATE 7/26/16 TEL NO 401-353-3838  
*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		



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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

**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

Page 1 of 7

9/12/2013



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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

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 RI Relay 711



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
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TTY: Via RI Relay 711

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: [Signature]  
Title: Owner

Subscribed and sworn before me this 13<sup>th</sup> day of July, 2016

[Signature]  
Notary Public  
My commission expires: 1/13/2018

DEBORAH RIBEIRO  
NOTARY PUBLIC  
STATE OF RHODE ISLAND  
MY COMMISSION EXPIRES 1/13/2018



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TTY via RI Relay 711*