



BID/PROPOSAL

COMMODITY: FIRE PROTECTION SYSTEMS INSPECTIONS DATE: 10/23/2018
TESTING & SERVICE

FORMAL BID NO. _____ PUBLIC BID NO. 100644 RFP NO. _____

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 11/20/2018 TIME: 2:00 PM
Eastern Time

BUYER: RYAN PINCINCE/dz RFP SURETY REQUIRED: YES: _____ NO: X

PRE-BID/PROPOSAL CONFERENCE: DATE: 11/2/2018 TIME: 9:30 AM

MANDATORY: YES: X NO: _____

LOCATION: URI PROVIDENCE CAMPUS, 80 WASHINGTON STREET, MAIN LOBBY
PROVIDENCE, RI 02903

Questions concerning this solicitation must be received by the URI Purchasing Department at URIPurchasing@uri.edu no later than DATE: 11/7/2018 TIME: 12:00 PM Please reference the Bid/RFP No. on all correspondence.

Questions received, if any, will be posted on the internet as an addendum to this solicitation at the conclusion of the question period. It is the responsibility of all interested parties to download this information.

For Bid Solicitation Information visit: <http://web.uri.edu/purchasing/bid-information/>

BE SURE ALL INFORMATION SHOWN BELOW IS CORRECT.
FEDERAL EMPLOYER IDENTIFICATION NUMBER MUST BE INCLUDED.

COMPANY NAME: Red Hawk Fire & Security FEIN: 900008456
STREET AND NUMBER: 300 Myles Stan Ush Blvd
CITY, STATE & ZIP CODE: Taunton, MA

No offer will be considered that is not accompanied by the attached University of Rhode Island Bidder Certification Form/Contract Offer completed and signed by the offeror.

Susan Lindholm Account Executive 94-552-8402
Print Name and Title Telephone Number/Facsimile Number
Susan Lindholm 11/5/18 susan.lindholm@redhawkus.com
Signature Date E-mail address

THIS BID WILL NOT BE HONORED UNLESS SIGNED

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

University of Rhode Island Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the University of Rhode Island. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number, date and time of opening marked in the upper left hand corner of the envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete signed (in ink) offer package must be delivered to the University of Rhode Island Purchasing Office by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the URI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other State locations or which are not present in the University of Rhode Island Purchasing Office at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the University of Rhode Island Purchasing Office. Postmarks shall not be considered proof of timely submission.

RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the University of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.

PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the University Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The University of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

PUBLIC RECORDS. Offerors are advised that all materials submitted to the University for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by visiting the Rhode Island Vendor Information Program (RIVIP) at www.purchasing.ri.gov, Solicitation Opportunities +, Other Solicitation Opportunities or appearing in person at the University of Rhode Island Purchasing Office Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the University's sole option.

BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the University) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the University of Rhode Island, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the University of Rhode Island Purchasing Office PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the University of Rhode Island Purchasing Office, shall be considered a binding contract.

REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE AND BOARD OF GOVERNORS FOR HIGHER EDUCATION CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws, including the Board of Governors for Higher Education General Terms and Conditions of Purchase. The regulations, General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: www.ribghe.org/procurementregs113006.pdf and www.purchasing.ri.gov.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state/University of Rhode Island.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Management Office at the University of Rhode Island.

Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. **Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.**

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

COMMODITY: FIRE PROTECTION SYSTEMS INSPECTIONS, TESTING & SERVICE
 OPENING DATE & TIME: 11/20/18 @ 2:00 PM
 BLANKET REQUIREMENTS: 1/1/19 - 6/30/22

SHIP TO:
 URI PROVIDENCE CAMPUS
 CEPS - SHEPARD'S FACILITY
 80 WASHINGTON STREET
 PROVIDENCE, RI 02903

BIDDER (NAME OF FIRM)
Rob Hawk Fire & Security
 BID NO: 100644

BIDDER (NAME OF FIRM)
Rob Hawk Fire & Security
 BID NO: 100644

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
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INSTRUCTIONS:

IF BIDDING ON ANY ITEM, THE ENTIRE BID MUST BE RETURNED. THE PRICE COLUMN ON THE RIGHT WILL BE DETACHED TO CREATE A BID TABULATION SPREAD SHEET FOR THE "OFFICIAL BID ANALYSIS", THEREFORE:

- A. VENDOR NAME MUST APPEAR IN BOTH COLUMNS ON "EVERY" PAGE UNDER THE WORDS "BIDDER"
- B. PRICE COLUMNS MUST CONTAIN "EXACTLY" THE SAME INFORMATION.
- C. ANY SUPPLEMENTARY INFORMATION MUST BE REPEATED IN "BOTH" COLUMNS.
- D. TO ASSURE THAT OFFERS ARE CONSIDERED ON TIME, EACH OFFER MUST BE SUBMITTED WITH SPECIFIC BID/RFP NUMBER (PROVIDED ABOVE), DATE AND TIME OF OPENING MARKED IN THE UPPER LEFT HAND CORNER OF ENVELOPE. EACH BID/OFFER MUST BE SUBMITTED IN SEPARATE SEALED ENVELOPES:

MAIL TO: UNIVERSITY OF RHODE ISLAND P. O. BOX 1773 PURCHASING DEPARTMENT KINGSTON, RI 02881	COURIER: UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT DINING SERVICES DISTRIBUTION CENTER 10 TOOTELL ROAD KINGSTON, RI 02881-2010
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DOCUMENTS MISDIRECTED TO OTHER STATE LOCATIONS OR WHICH ARE NOT PRESENT IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT AT THE TIME OF OPENING FOR WHATEVER CAUSE WILL BE DEEMED TO BE LATE AND WILL NOT BE CONSIDERED. FOR THE PURPOSE OF THIS REQUIREMENT, THE OFFICIAL TIME AND DATE SHALL BE THAT OF THE TIME CLOCK IN THE UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT. POSTMARKS SHALL NOT BE CONSIDERED PROOF OF TIMELY SUBMISSION.

FAILURE TO COMPLETE FORM AS INSTRUCTED MAY BE GROUNDS FOR "DISQUALIFICATION".
 GROUP PURCHASING ORGANIZATIONS (GPO):
 THE UNIVERSITY OF RHODE ISLAND IS A MEMBER OF THE FOLLOWING:
 1) Educational & Institutional Cooperative Purchasing (EaI)
 2) ProVista

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

DELIVERY AS REQUESTED

DO NOT ATTACH QUOTES. QUOTATIONS SUBMITTED WITH BID RESPONSES WILL NOT BE CONSIDERED. ALL BID RESPONSES ARE IN ACCORDANCE WITH THE ATTACHED BID SPECIFICATIONS AND THE BOARD OF GOVERNORS FOR HIGHER EDUCATION PROCUREMENT REGULATIONS:
 - <http://www.rhighe.org/procurementregs113006.pdf>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

N 1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

N 2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

N 3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

Y 4 I/we certify that I/we will immediately disclose, in writing, to the University Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

Y 5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe," and (2) RIGL section §37-2-7(16) which identifies the Board of Governors for Higher Education as a public agency and gives binding contractual authority to the University Purchasing Agent, including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the University of Rhode Island may be disregarded and shall not be binding on the University of Rhode Island.

Y 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 7 I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the University of Rhode Island Purchasing Agent in writing of such circumstance.

Y 8 I/we certify that I/we understand that falsification of any information herein or failure to notify the University of Rhode Island Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

Y 9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) and the Board of Governors Website (www.righe.org/procurementregs113006.pdf) apply as the governing conditions for any contract or purchase order I/we may receive from the University of Rhode Island, including the offer contained herein.

Y 11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: N/A

Y 13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1 – 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 – 11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor's Signature: Susan M. Lindholm Bid Number: 100644 Date: 11/7/18
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number
Susan Lindholm Account Executive 914552-8402

COMMODITY: FIRE PROTECTION SYSTEMS INSPECTIONS, TESTING & SERVICE
 OPENING DATE & TIME: 11/20/18 @ 2:00 PM
 BLANKET REQUIREMENTS: 1/1/19 - 6/30/22

SHIP TO:
 URI PROVIDENCE CAMPUS
 CEPS - SHEPARD'S FACILITY
 80 WASHINGTON STREET
 PROVIDENCE, RI 02903

BIDDER (NAME OF FIRM)
Red Hawk Fire & Security
 BID NO: 100644

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Red Hawk Fire & Security
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ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
1	1/1/19-6/30/19 Quarterly Fire Alarm and Sprinkler Inspection	2	Each	\$12,682	\$25,364	\$	\$	1
2	7/1/19-6/30/20 Quarterly Fire Alarm and Sprinkler Inspection	4	Each	\$12,682	\$50,730	\$	\$	2
3	7/1/20-6/30/21 Quarterly Fire Alarm and Sprinkler Inspection	4	Each	\$12,682	\$50,730	\$	\$	3
4	7/1/21-6/30/22 Quarterly Fire Alarm and Sprinkler Inspection	4	Each	\$12,682	\$50,730	\$	\$	4
5	Annual Testing of Sprinkler System backflow devices to ascertain they work as designed, and deemed by applicable codes includes disconnecting the Fire Alarm System. See attached Fire Alarm/Sprinkler Specs and attached URI Public Safety Fire Protection System Impairment Policy.	1	Each	\$	\$	\$725	\$725	5
6	7/1/20-6/30/21 Annual Testing of Sprinkler System backflow devices	1	Each	\$	\$	\$725	\$725	6
7	7/1/21-6/30/22 Annual Testing of Sprinkler System backflow devices	1	Each	\$	\$	\$725	\$725	7
8	Annual cleaning of all Smoke Detectors (approximately 200 or more) - The cleaning should be an external cleaning completed in accordance with the RI Fire Code Board of Appeals Regulations, 9.6.11.5 In addition to the testing requirements, all system smoke detectors located within the protected premises shall be externally cleaned at least once every twelve (12) month period.	100	Each	\$2,899	\$2,899	\$	\$	8
9	7/1/19-6/30/20 Annual cleaning of all Smoke Detectors	200	Each	\$4,349	\$4,349	\$	\$	9
10	7/1/20-6/30/21 Annual cleaning of all Smoke Detectors	200	Each	\$4,349	\$4,349	\$	\$	10
11	7/1/21-6/30/22 Annual cleaning of all Smoke Detectors	200	Each	\$4,349	\$4,349	\$	\$	11

There will be a mandatory pre-bid conference:
 URI Providence Campus Main Lobby
 80 Washington Street, Providence, RI 02903

BLANKET REQUIREMENTS: 1/1/2019 - 6/30/2022

FIRE PROTECTION SYSTEMS INSPECTIONS, TESTING, and SERVICE for the University of Rhode Island College of Continuing Education Shepard Building

Testing of fire alarm system, 100% of the system (Panel & Devices includes all Horns Strobes, PA System, etc.) is to be tested in quarterly increments, per RI Uniform Fire Code and NFPA 72 Line Note to Bidders: 100% Testing of Sprinkler System Quarterly. This entails flowing water, ascertaining the flow of the sprinkler water sends the appropriate alarm/signal to the fire alarm panel. Testing of all tamper devices to make sure they work as designed in the event someone turns the sprinkler-riser valve to the off position. All of the inspection testing, and maintenance of the Shepard Building water-based fire protection system is to be done per RI Uniform Fire Code, NFPA 25 standards and attached URI Public Safety Fire Protection System Impairment Policy. This testing includes disconnecting the Fire Alarm.

Fire

Sprinkler

Fire alarm, backflow, and sprinkler system repairs, modifications, etc. are to be done on a time and material basis.

COMMODITY: FIRE PROTECTION SYSTEMS INSPECTIONS, TESTING & SERVICE
 SHIP TO:
 URI PROVIDENCE CAMPUS
 CEPS - SHEPARDS FACILITY
 80 WASHINGTON STREET
 PROVIDENCE, RI 02903

BIDDER (NAME OF FIRM)
Redhawk Fire Security
 BID NO: 100644

BIDDER (NAME OF FIRM)
Redhawk Fire Security
 BID NO: 100644

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
12	Repair work performed shall be considered public works per RI General Laws 37-13, and therefore the awarded vendor shall be required to pay his/her employees the applicable prevailing wage rates. Routine maintenance work is not considered public works and is not subject to prevailing wage rates.	125	Hour	\$ 145.00	\$ 18,125	\$	\$	12
13	Hourly rate on site for an alarm technician for repairs as needed (Prevailing Wage)	225	Hour	\$ 145.00	\$ 32,625	\$	\$	13
14	Hourly rate on site for an alarm technician for repairs as needed (Prevailing Wage)	225	Hour	\$ 145.00	\$ 32,625	\$	\$	14
15	Hourly rate on site for an alarm technician for repairs as needed (Prevailing Wage)	225	Hour	\$ 145.00	\$ 32,625	\$	\$	15
16	Hourly overtime rate on site for an alarm technician for repairs as needed (Prevailing Wage)	40	Hour	\$ 217.50	\$ 8,700	\$	\$	16
17	Hourly overtime rate on site for an alarm technician for repairs as needed (Prevailing Wage)	65	Hour	\$ 217.50	\$ 14,137	\$	\$	17
18	Hourly overtime rate on site for an alarm technician for repairs as needed (Prevailing Wage)	65	Hour	\$ 217.50	\$ 14,137	\$	\$	18
19	Hourly overtime rate on site for an alarm technician for repairs as needed (Prevailing Wage)	65	Hour	\$ 217.50	\$ 14,137	\$	\$	19
20	Hourly rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	30	Hour	\$ 145.00	\$ 4,350	\$ 145.00	\$ 4,350	20
21	Hourly rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	50	Hour	\$ 145.00	\$ 7,250	\$ 145.00	\$ 7,250	21
22	Hourly rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	50	Hour	\$ 145.00	\$ 7,250	\$ 145.00	\$ 7,250	22
23	Hourly rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	50	Hour	\$ 145.00	\$ 7,250	\$ 145.00	\$ 7,250	23
24	Hourly rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	20	Hour	\$ 145.00	\$ 2,900	\$ 145.00	\$ 2,900	24
25	Hourly rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	40	Hour	\$ 145.00	\$ 5,800	\$ 145.00	\$ 5,800	25
26	Hourly rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	40	Hour	\$ 145.00	\$ 5,800	\$ 145.00	\$ 5,800	26
27	Hourly rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	40	Hour	\$ 145.00	\$ 5,800	\$ 145.00	\$ 5,800	27
28	Hourly overtime rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	20	Hour	\$ 217.50	\$ 4,350.20	\$ 217.50	\$ 4,350.20	28
29	Hourly overtime rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	30	Hour	\$ 217.50	\$ 6,525	\$ 217.50	\$ 6,525	29
30	Hourly overtime rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	30	Hour	\$ 217.50	\$ 6,525	\$ 217.50	\$ 6,525	30
31	Hourly overtime rate on site for a sprinkler fitter for repairs as needed (Prevailing Wage)	30	Hour	\$ 217.50	\$ 6,525	\$ 217.50	\$ 6,525	31
32	Hourly overtime rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	10	Hour	\$ 217.50	\$ 2,175	\$ 217.50	\$ 2,175	32
33	Hourly overtime rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	20	Hour	\$ 217.50	\$ 4,350	\$ 217.50	\$ 4,350	33
34	Hourly overtime rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	20	Hour	\$ 217.50	\$ 4,350	\$ 217.50	\$ 4,350	34
35	Hourly overtime rate on site for a sprinkler apprentice for repairs as needed (Prevailing Wage)	20	Hour	\$ 217.50	\$ 4,350	\$ 217.50	\$ 4,350	35

SPRINKLER

BIDDER (NAME OF FIRM)
Red Hawk Fire & Security
 BID NO: 100844

SHIP TO:
 URI PROVIDENCE CAMPUS
 CEPS - SHEPARDS FACILITY
 80 WASHINGTON STREET
 PROVIDENCE, RI 02903

COMMODITY: FIRE PROTECTION SYSTEMS INSPECTIONS, TESTING & SERVICE
 OPENING DATE & TIME: 11/20/18 @ 2:00 PM
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ATTACHMENT "A" ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	ITEM NO.
36	Material/Parts Discount (%) off Manufacturer's List Price.			10 %		10 %		36
37	Flow and Standpipes inspection - inspect, flush/flow sprinkler system standpipes in accordance with RI code NFPA 25 and at least once per the (3) year contract period.	1	Each	\$ 2552	\$	\$ 2552	\$ 2552	37
38	Replacement of the Simplex Smoke Detector and Base, in accordance with NFPA 72, Part numbers 4088-9714 and 4088-9792. A. - If required during emergency service call, etc. B. - Annual systematic replacement Number of pull stations - approximately (47), Number of flow switches - approximately (20).	50 10	Each Year	\$ \$	\$ \$	\$ \$	\$ \$	38



"Our Business is Protecting Yours"

Inspection and Service Agreement

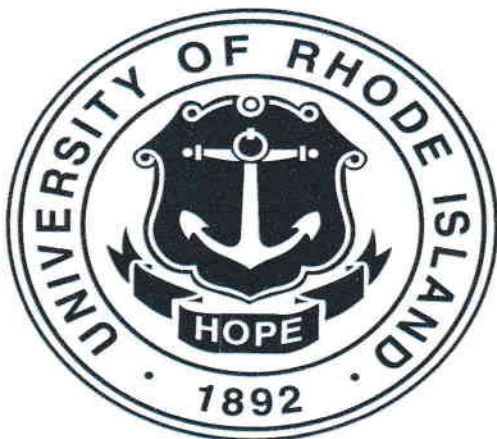
Prepared For:

University Of Rhode Island

Phone:

eMail:

Address: P.O. Box 1773
Purchasing Department
Kingston, RI 2881



Prepared & Submitted By:

Susan M. Lindholm

Phone: 800-528-3059
Cell: (914) 552-8402
Fax: 508-828-1661
eMail: susan.lindholm@redhawkus.com

Date Prepared: November 9, 2018

Agreement Start Date: December 1, 2018

Proposal ID: 029SM110918-085915



SERVICE AGREEMENT
Proposal ID: 029SM110918-085915

AGREEMENT DESCRIPTION

By and Between:
Red Hawk Fire & Security
300 Myles Standish Boulevard

Taunton, MA 02780

University of RI
80 Washinton Street

Providence, RI 02903

(Hereinafter "Seller")

(Hereinafter "Customer")

INSPECTION & SERVICE

Services contracted for: Fire Alarm Sprinkler 5 Year Insp Other _____
Your Service Level: ESSENTIAL | ESSENTIAL | NONE | NONE

Your Cost Breakout: **\$50,730** **\$3,624**

YOUR TOTAL COST FOR INSPECTION AND SERVICE IS \$54,354 PLUS APPLICABLE TAXES.

OUR PRICE INCLUDES THE FOLLOWING AS MORE PARTICULARLY DESCRIBED IN THE STATEMENT OF WORK (BELOW):

- Full system testing, inspection with reduced labor rates
- Facility to provide staff to assist or grant access as needed. RedHawk to provide qualified technician(s).
- Notify and Coordinate with proper personnel.
- Review findings with Facility Representative.

FIRE ALARM SYSTEM

- Test and inspection
- Parts, batteries, and labor on a time and material basis.

SPRINKLER SYSTEM:

- Test and inspection
- Parts and labor on a time and material basis.

STATEMENT OF WORK SPECIFICS:

Your system covers the components specified in Addendum A - Schedule of Equipment

Proposal ID: 029SM110918-085915

GENERAL TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS WILL GOVERN ALL TRANSACTIONS BETWEEN CUSTOMER AND SELLER FOR THE SERVICES THAT ARE THE SUBJECT OF THIS AGREEMENT ("AGREEMENT") AND ANY RELATED EQUIPMENT PROVIDED TO THE CUSTOMER HEREUNDER. THESE TERMS AND CONDITIONS ARE INCORPORATED BY REFERENCE INTO ANY PURCHASE ORDER ISSUED BY CUSTOMER AS IF EXPRESSLY SET FORTH THEREIN. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER OR IN ANY OTHER DOCUMENT SHALL BE DEEMED OBJECTED TO BY SELLER AND SHALL BE OF NO FORCE OR EFFECT. **THE PARTIES EXPRESSLY AGREE THAT MONITORING SERVICES ARE SPECIFICALLY EXCLUDED FROM THE SCOPE OF THIS AGREEMENT.**

1. TERM AND TERMINATION: This Agreement shall be in effect for 4 Years (48 months) from the date provided above and shall automatically renew for additional 1 (one) year terms unless terminated by either party upon at least Thirty (30) Days advance written notice but not earlier than Sixty (60) Days advance written notice prior to the expiration of the original term or of any renewal thereof. If such automatic renewal is not permissible by law, then this Agreement shall renew for the maximum period allowable by such law.

2. PAYMENT: As a condition of performance, payment of the service fee is to be made Annual in advance to cover services in the succeeding Forty-Eight (48) month period. Red Hawk agrees to not escalate the service fee over the term of the contract unless changes are made to the services provided and/or equipment covered. The Customer will promptly pay invoices within thirty (30) days of invoice date. Should a payment become thirty (30) days or more delinquent, Seller may stop all service under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately upon demand. A finance charge will be added to past due accounts at the rate of one and one-half percent (1.5%) per month, or at the highest legal rate, whichever is less.

3. TAXES: The Customer shall be responsible for all taxes applicable to the services provided hereunder.

4. ALARM MONITORING SERVICES: Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement.

5. SERVICE HOURS: Seller will perform all work during normal business hours: Monday through Friday, 8:00 AM - 05:00 PM. Any requests for work to be performed outside normal business hours will be billed at Seller premium rates in effect at the time the work is performed.

Any fire protection systems discovered at the time of inspection or added to the above premises after the date of this Agreement shall be inspected by Seller and Customer shall pay an additional price commensurate with the usual charges made by Seller and thereafter such systems will be added to the scope of this Agreement at a mutually agreed upon price.

6. SITE CONDITIONS: Customer shall provide a safe working environment and unencumbered access to all spaces where work is to be performed by Seller. Customer acknowledges that Seller's service personnel have been instructed not to perform any work in hazardous locations until working conditions have been made safe, as determined in the service personnel's sole discretion, and it is the responsibility of the Customer to take any measures necessary to eliminate such hazards before the work may proceed. Customer will be billed for all such time service personnel are dispatched regardless of whether the services are performed, unless Customer has provided Seller with at least forty-eight (48) hours advance notice of cancellation.

7. EQUIPMENT COVERED: Seller will provide Customer with the services described herein for the equipment listed on the Equipment Inventory List provided herein. Any additions to or deletions from the Equipment Inventory List, and any change in the service price as a result thereof, must be made in writing and signed by both Seller and Customer.

8. TIME AND MATERIALS SERVICE WORK: In the event that Seller is asked by Customer to perform service work on a time and materials basis during the term of this Agreement, and such work is outside the scope of work contemplated herein, the Customer understands and agrees that any such time and materials work will be performed by Seller pursuant to the terms and conditions contained herein at the Seller's rates in effect at the time the work is performed.

9. WARRANTY:

INSPECTION WARRANTY - Seller makes no warranty, express or implied, in connection with any inspections services provided hereunder.

Terms and Conditions Continued on Next Page

SERVICES WARRANTY - For any services provided on a time and materials basis, and excluding inspection services, Seller warrants that the services provided hereunder will be performed in accordance with generally accepted industry standards and practices. In the event that any services fail to comply with the foregoing standard within

Ninety (90) Days from the date services are completed, Seller will re-perform the non-complying services at no additional charge.

PRODUCTS / REPLACEMENT PARTS WARRANTY - Any equipment or replacement parts provided by the Seller will be warranted for a period of Ninety (90) Days days from the date the equipment or replacement parts are installed by Seller. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or other event beyond the reasonable control or fault of Seller, (iii) misuse, fault or negligence of or by Customer, (iv) use of the equipment or replacement parts in a manner for which they were not designed, (v) causes external to the equipment or replacement parts such as, but not limited to, water damage, power failure or electrical power surges, (vi) use of the equipment or replacement parts supplied by the Seller in combination with equipment or software not supplied by the Seller or (vii) storage, treatment and/or use of the supplied products and equipment, including but not limited to, certain plastic or CPVC pipes, provided by the Seller pursuant to project specifications or Scope of Work, by the Customer or a third party in any way contrary to the Manufacturer's published care, handling, and installation instructions and warnings. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than Seller without Seller's prior written approval, or any use of replacement parts not supplied by Seller, shall immediately void and cancel all warranties with respect to the affected products.

PHYSICAL SECURITY - Notwithstanding the foregoing, and excluding inspection services, equipment and labor provided by Seller on any physical security equipment specified on the Equipment list attached hereto shall be warranted for a period of Ninety (90) Days from the date the physical security equipment or replacement parts are installed by seller.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER IN CONNECTION WITH THE SERVICES PERFORMED AND PRODUCTS PROVIDED HEREUNDER, AND ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY SELLER, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. FURTHER, IN THE EVENT ANY COST OR DAMAGES ARISE AS A RESULT OF CUSTOMER'S ACTIONS OR CUSTOMER'S SUBCONTRACTORS, REPRESENTATIVES AND/OR AGENTS ACTIONS WITH REGARD TO ANY PRODUCT OR EQUIPMENT PROVIDED BY SELLER TO CUSTOMER, THE PARTIES AGREE THAT CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY CLAIMS MADE BY OWNER AND ANY OTHER THIRD PARTIES.

10. INSURANCE: Seller agrees to maintain the following insurance during the term of the Agreement with limits not exceeding the stated amounts: (a) Comprehensive General Liability insurance covering bodily injury and property damage with a limit of \$2,000,000 per occurrence and \$2,000,000 general aggregate, (b) Statutory workers' compensation and employer's liability insurance for a limit of \$1,000,000 per occurrence and (c) Automobile liability covering bodily injury and property damage with a combined single limit of \$2,000,000 per occurrence. If Seller is performing services on Customer's site, Customer will be named as additional insured under the Commercial General Liability policy only with respect to liability arising out of bodily injury or property damage but only to the extent resulting from the negligent acts or omissions of Seller or its willful misconduct arising out of the ongoing performance of its obligations under the agreement. Seller does not waive its rights to subrogation or provide copies of its policies, certified or otherwise nor does it provide endorsements.

11. INDEMNIFICATION: To the fullest extent permitted by law, Customer agrees to and shall indemnify, hold harmless and defend Seller, its employees, agents and subcontractors, against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Seller relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

12. FORCE MAJEURE: Seller shall not be liable for any failure to perform or for any interruption of any service to be performed hereunder, or in the performance of an obligation hereunder as a result of an event beyond its reasonable control, including, but not limited to, strikes, industrial disputes, fire, flood, acts of God, war, vandalism, riot, national emergency, acts of terrorism, embargoes or restraints, supplier default, extreme weather or traffic conditions, order or other act of any governmental agency, and shall not be required to supply any service to the Customer while interruption of such service due to any such cause shall continue. Service charges shall cease until service is resumed.

13. MUTUAL WAIVER OF DAMAGES: NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, LIQUIDATED, CONSEQUENTIAL, SPECIAL OR ECONOMIC LOSS, COST LIABILITY, DAMAGE OR EXPENSES HOWSOEVER ARISING, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT DUE TO NEGLIGENCE OF EITHER PARTY IN PART OR IN WHOLE.

14. LIMITATION OF LIABILITY: Notwithstanding anything to the contrary herein and to the extent permitted by law, the aggregate liability of Seller to the Customer, whether in agreement, tort (including negligence), or otherwise will be limited to one (1) times the agreement value, provided however the foregoing does not limit the liability of Seller for any injury to, or death of a person, caused by the gross negligence of Seller.

15. TERMINATION: Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Seller's performance or failure to perform, Customer understands and agrees that Seller will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Seller may terminate this Agreement immediately at its sole discretion upon the occurrence of any event of default. Seller may also terminate this Agreement at its sole discretion upon notice to Customer if Seller's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts

16. Environmental: Customer agrees and acknowledges that Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims, and liabilities associated with or incurred in connection with hazardous materials or substances discovered upon, beneath, about, or inside Customer's equipment or property, and Customer shall be solely responsible for reporting the presence of said hazardous materials or substances to the proper governmental authorities. Customer further agrees and acknowledges that title to, ownership of, and legal responsibility and liability for any and all such hazardous materials and substances at all times shall remain with Customer and that Customer shall be solely responsible for the removal, handling, and disposal of all hazardous materials in accordance with all applicable governmental regulations.

17. COMMERCIAL ITEMS: Seller agrees only to perform an agreement for the sale of a commercial item on a fixed-price or time and material basis. The components, equipment and services proposed by Seller are commercial items as defined by the Federal Acquisition Regulations ("FAR") Part 2, and the prices in any resulting agreement and in any change proposal are based on Seller's standard commercial accounting policies and practices, which do not consider, and will not meet, any special requirements of U.S. Government cost principles and procedures under FAR or similar procurement regulations.

18. GENERAL: (a) This Agreement and the Scope of Work constitutes the entire Agreement between Customer and Seller and supersedes all prior written and oral agreements in relation to the work contemplated under this Agreement. (b) No amendments, modifications, or supplements to this Agreement shall be binding unless in writing and signed by both parties. (c) This Agreement shall not be in effect or binding upon Seller until signed by its duly authorized representative(s). Customer may not assign its rights or delegate its duties hereunder without the specific, written consent of Seller.

19. GOVERNING LAW: This Agreement shall be interpreted in and governed by the laws of the State in which the work is to be performed including all matters of construction, validity, performance and enforcement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and of equal force and effect.

20. COSTS AND ATTORNEYS' FEES: In the event that it shall become necessary for Seller to employ a collection agency or attorney to collect unpaid charges or any other sums Customer may owe hereunder, Customer shall be liable to Seller for Seller's reasonable and necessary costs of collection and attorneys' fees incurred in such collection activities. In the event of any other legal proceeding related to this Agreement, the prevailing party in such proceeding shall be entitled to recover its costs and reasonable attorneys' fees from the other party.

21. SEVERABILITY: If any term, covenant, condition or provision of this Agreement, or the application thereof to any circumstance, shall, at any time or to any extent, be determined by a court of competent jurisdiction or an arbitrator to be invalid or unenforceable, the remainder of this Agreement, or the application thereof to circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. SUBCONTRACTING: Seller shall have the right to subagreement, in whole or in part, any services which Seller may perform. Customer acknowledges that this contract and particularly those paragraphs relating to Seller's limited liability inure to the benefit of, and are applicable to, any assignees and/or subcontractors with the same force and effect as they bind customer to Seller.

23. NOTICES: All notices under this Agreement shall be in writing, signed, dated and sent by overnight courier or registered or certified U.S. mail, postage prepaid, return receipt requested, to the parties at the addresses shown below. All changes of address must be in writing and delivered as provided in this Section. Notices are deemed given when deposited, as described above, with the U.S. mail or in the overnight receptacle.

This Agreement is subject to all the Terms and Conditions in the Preceding Pages

Any such notice, if sent by the Customer to the Seller, shall be addressed as follows:

Attn: Red Hawk Fire & Security
300 Myles Standish Boulevard
Taunton MA 02780

And if sent by the Seller to the Customer, shall be addressed as follows:

Attn: University Of Rhode Island

P.O. Box 1773
Kingston, RI 2881

SIGNATURES CONSTITUTE ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN.
AGREEMENT VALID UPON SIGNATURE OF RED HAWK MANAGER.

Annual Agreement Amount: \$54,354
Duration of Agreement 4 Years

Red Hawk Fire & Security

University Of Rhode Island

Proposed By:

Accepted By:

Susan M. Lindholm

11/12/2018

Susan M. Lindholm
Account Representative

Date

Date

Accepted By:

Wayne LaRoche
General Manager, Red Hawk Fire & Security

Date

**Fire Alarm/Sprinkler
Specs
University of RI/Shepard Building**

Location: 80 Washington St. Providence, RI 02903

1. Annual testing of sprinkler system and other backflow devices (qty 7) to ascertain they work as designed, and deemed by code. Includes disconnecting the fire-alarm system (for sprinkler system backflow devices).

Backflow devices:

Device	1	2	3	4	5	6	7
Account #	702596	702532	702533A	702541B	702541A	702533B	?
Meter #	31641596	31641543	40589096	40425312	40425312	405890	?
Backflow Serial #	73752	71765	9506271703	BB3525		BK2127	
Device Description	RPPA WATTS 009M1QT 2.0 inch Plumbing tag # 2 Water supply Serial # 73752	RPPA WATTS 009M2QT 2.0 inch Plumbing tag # 4 Water supply Serial # 71765	DCDA FEBCO 806YD 6.0 inch	DCVA FEBCO 805YR 0.75 inch	DCDA FEBCO 806YD 6.0 inch	DCVA FEBCO 805YR 0.75 inch	Watts 909 280301 1.25 inch M-1QT 140 F located boiler room

2. 100% testing of sprinkler system quarterly. This entails flowing water, ascertaining the flow of the sprinkler water sends the appropriate alarm/signal to the fire alarm panel. Testing of all tamper devices to make sure they work as designed, in the event someone turns the sprinkler-riser valve to the off position. All of the inspection, testing, and maintenance of the Shepard Building water-based fire protection system is to be done per RI Uniform Fire Code and NFPA 25 standards. This testing includes ~~disconnecting the fire alarm~~.
3. Annual clearing of all smoke detectors (approximately 200 or more).

4. Testing of fire alarm system, 100% of the system (panel, & devices {includes all horns, strobes, PA system, etc} is to be tested in quarterly increments, per RI Uniform Fire Code and NFPA 72.
5. Fire alarm, backflow, and sprinkler system repairs, modifications, etc. are to be done on a time and material basis.

**UNIVERSITY OF RHODE ISLAND
DEPARTMENT OF PUBLIC SAFETY**



ORDER	EFFECTIVE DATE	NUMBER	ISSUING DATE
GENERAL	5/1/2015	18-1	4/21/2015
SUBJECT TITLE		SUBJECT AREA	
Fire Protection System Impairment		Fire & Life Safety	
REFERENCES		PREVIOUSLY ISSUED DATES	
		NONE	
DISTRIBUTION	REVIEW DATE		PAGES
	As Needed		4

I. PURPOSE

To minimize the probability of fire or explosion, and resulting loss of life and property, during occasions when a fire protection system is disabled, in whole or in part, for any reason.

II. DEFINITIONS

Concealed Impairment. Occurs when a fire protection system or device is left out of service or removed from service by an unauthorized person (by malfeasance or negligence) and without fire and life safety officials being aware of the situation.

Emergency Impairment. Occurs when an unexpected event impairs the normal function of the fire protection system (ex. A section of frozen sprinkler piping bursts).

Impairment. A situation in which any fire protection system, alarm, or detection device is removed from service, either partially or completely, including both planned and emergency outages of the system or devices.

Planned Impairment. A scheduled impairment, usually related to maintenance or modification of an existing fire protection system.

III. POLICY

The Coordinator of Alarm Services shall have authority over any fire protection system impairment on URI property. The Coordinator of Alarm Services shall be notified immediately of any concealed or emergency impairments upon their discovery, and shall authorize any planned system impairments at least forty-eight (48) hours in advance.

The Division of Alarm Services shall maintain a log of all system impairments and retain all Fire Protection Equipment Out-of-Service tags on file for no less than one (1) year. Additionally, URI Dispatch shall log all impairments into the University's computer-aided dispatch system and notification shall be made to the local fire department for all emergency impairments (notification is not required for routine impairments required for maintenance and testing).

All personnel working on URI property, including URI employees, employees of other state agencies, and third-party vendors, shall comply with the requirements of this policy.

IV. PROCEDURES

A. Emergency Impairments

- a. The area where the situation or condition is causing the impairment shall be isolated and, if possible, the remaining protection system shall be kept in service.
- b. The Coordinator of Alarm Services (401- 639-2268) and URI Dispatch (401- 874-2121) shall be notified immediately by telephone.
 - i. Dispatch will log the impairment into the IMC computer-aided dispatch system and keep the call open until notified that the system has been restored to service.
 - ii. The IMC entry will automatically notify Kingston Fire Department of the impairment. For impairments on other URI campuses, Dispatch will notify the local fire department by telephone.
- c. Any hazardous operations in the area of the impairment shall be secured. All hot work in the area of the impaired system shall be prohibited and a fire watch established. The fire watch guidelines shall be as determined by the Coordinator of Alarms.
- d. The impaired equipment shall be tagged using the approved AIG "Fire Equipment Out-of-Service" tag.
- e. The impaired system shall be evaluated in order to determine the quickest way to return it to full service, and repairs to the impaired system begun as soon as the area is secured.
- f. The department or contractor performing the work shall ensure that additional portable fire extinguishers are placed in the impaired area(s) at accessible locations.

B. Concealed Impairments

- a. Concealed impairments are handled similarly to emergency impairments following the procedures above. In addition, notifications are required as follows:
 - i. URI Police shall be notified and a police officer shall make a report of the incident (for example, a smoke detector found disconnected in a resident's room).
 - ii. If the impairment appears to have resulted from employee negligence or error, the Assistant Director of Public Safety must be notified within one (1) business day and a written report submitted (for example, a master box left plugged following maintenance).
 - iii. An Alarm Technician shall be called in to rectify the impairment.

C. Planned Impairments

- a. The scheduling of all planned impairments shall be coordinated between the departments and vendors involved, and with the Division of Alarm Services, so as to minimize the amount of time that a system must be impaired.
- b. At least forty-eight (48) hours prior to a planned impairment:
 - i. The Coordinator of Alarms shall be contacted for approval of the impairment by submitting an impairment request form. No fire protection system may be impaired for planned work without advance authorization from the Coordinator of Alarm Services.
 - ii. AIG Global Property shall be notified of the planned system impairment. (See AIG Notification below.)
- c. During the impairment, the same considerations and procedures for emergency impairments shall be followed for planned impairments, noting the following:
 - i. The Coordinator of Alarm Services shall be notified by telephone immediately prior to any system impairment (401-639-2268).
 - ii. The impaired equipment shall be tagged using the approved AIG "Fire Equipment Out-of-Service" tag.
 1. The tag shall be completed by the RI-licensed technician or equivalent performing the work.
 2. The tag must be reviewed and signed by the Coordinator of Fire Alarms or his/her designee before the system can be impaired.
 - iii. URI Dispatch shall be notified of the impairment by telephone (non-emergency line 401-872-4910).
 1. Dispatch will log the impairment will be logged into the IMC computer-aided dispatch system and keep the call open until notified that the system has been restored to service.
 2. Fire department notification will generally not be made for planned impairments associated with routine system maintenance and testing.

D. System Restoration

- a. Upon completion of work to the fire protection system, all valves should be returned to their normal position, all alarms or detection devices returned to service, fire protection equipment reset to "automatic" mode if previously

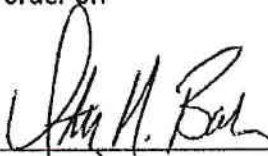
placed in "manual" mode, and all fire extinguishers checked and returned to their normal location. Technicians shall verify that all components of the system are fully operational.

- b. Both the Coordinator of Alarm Services and URI Dispatch shall be notified that the system is back in service.
 - i. URI Dispatch will close out the call in the IMC system.
- c. AIG Global Property shall be notified that the system has been restored to full service (see AIG Notification below).
- d. The bottom half of the "Fire Protection Equipment Out-of-Service" tag shall be forwarded to Alarm Services for filing.

E. Insurance Carrier Notification

- a. The Coordinator of Alarms or designee shall notify the University's insurance carrier, AIG Global Property, of any unplanned impairment as follows:
 - AIG Global Property Impairment Hotline
 - Telephone: (877) 705-7287
 - Email: GlobalProperty.Impairment@aig.com
- b. Telephone hours 8:00am to 5:00pm EST (leave message after hours)
- c. The following information should be provided to AIG, if available
 - i. Your name
 - ii. Your company name (URI Alarm Services)
 - iii. Telephone number
 - iv. Type of impairment
 - v. What system or equipment is impaired
 - vi. Whether the system is partially or completely impaired
 - vii. An estimated length of time the system/equipment will be impaired
 - viii. The precautions established while the impairment is active

By order of:



Stephen N. Baker, Director of Public Safety

THE UNIVERSITY OF RHODE ISLAND 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 University of Rhode Island (URI) through the URI Purchasing Department on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and the Board of Governors for Higher Education Procurement regulations (available at <http://www.ribghe.org/procurementregs113006.pdf>), 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.

Comprehensive Review and Inspection

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

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.

Prebid Conference

At the discretion of the University Purchasing Agent, a prebid conference - mandatory or non-mandatory - may be held. Bidders must attend a mandatory prebid conference and are encouraged to attend a non-mandatory prebid conference. The bidder's representative must register with the URI Purchasing representative 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 Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. 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 URI Bidder Certification Cover Form, signed Bid Form, Bid Surety, if applicable -, signed General Contractor Apprenticeship Certification, if applicable, 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 "Bid Proposal Submission Deadline" marked in the upper left-hand corner of the envelope.

The bid proposal must be delivered (via mail, messenger service, or personal delivery) to the URI Purchasing Office and date-stamped receipted 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 URI Purchasing Office 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:

MAIL TO:

UNIVERSITY OF RHODE ISLAND
P.O. BOX 1773
PURCHASING DEPARTMENT
KINGSTON, RI 02881

COURIER:

UNIVERSITY OF RHODE ISLAND
PURCHASING DEPARTMENT
DINING SERVICES DISTRIBUTION CENTER
10 TOOTELL ROAD
KINGSTON, RI 02881-2010

Bid proposals that are not received by the URI Purchasing Office 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 URI Purchasing Office. Postmarks will not be considered proof of timely submission.

Unless otherwise noted, 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

A fully executed URI/BOGHE Bidder Certification form, supplied with this bid proposal, must be submitted with the bidder's response.

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. 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. Instructions for submitting a Public Copy are included with this bid solicitation.

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

When required in the Bid Solicitation, 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 University of Rhode Island in the amount of five (5%) percent of the bid proposal. 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 Purchasing Agent, the full amount of the bid surety as liquidated damages. The University 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 University of Rhode Island Purchasing Department. 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 University Purchasing Department 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 University 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 University 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 Bid Form. The successful bidder will receive a tentative letter of award from the University Purchasing Department with instructions for the bidder to submit further documentation. The successful bidder shall be authorized to commence work only upon the issuance of the Purchase Order by the University Purchasing Department 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 University department. 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 University Purchasing Department 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 this 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 University Purchasing Department. 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 work 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 copy of an endorsement and a certificate of insurance that references the solicitation number and names the Board of Education, the RI Council on Post-Secondary Education, the State of RI, The University of Rhode Island 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 30 days' advance notice of cancellation, non-renewal, or material change in coverage (referencing the solicitation number) will be sent to: URI Risk Manager 210 Flagg Rd., Kingston, RI 02881 and provide evidence of the following specific types and amounts of insurance:

Type of Insurance Amount of Coverage

Comprehensive General Liability \$1 Million each occurrence (inclusive of both bodily injury and property damage)_

\$1 Million products and completed operations aggregate

\$1 Million general aggregate

Comprehensive General Liability coverage shall include:

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

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the State of Rhode Island; and (ii) a provision that the bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the State of Rhode Island, and any insurance, self-insurance, or self-retention maintained by the State of Rhode Island shall be in excess of the bidder's insurance.

The University 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 University Purchasing Department 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 University Purchasing Department, 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/eeo/eoopagehome.htm or (401) 222-3090.

Drug-Free Workplace

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

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 University of Rhode Island and the successful bidder will be formed by the issuance of a Purchase Order from the University Purchasing Department, *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 General Conditions, any Supplemental Conditions, any Plans and/or Specifications, the Bid Form, the Bidder Certification Cover Form, the Agreement, 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 URI Department.

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.

THE
UNIVERSITY
OF RHODE ISLAND

DIVISION OF
ADMINISTRATION
AND FINANCE

THINK BIG  WE DO™

PURCHASING DEPARTMENT
10 Tootell Road, Suite 3, Kingston, RI 02881 USA

p: 401.874.2171

f: 401.874.2306

uri.edu/purchasing



REVISED 12/12/13

NOTICE TO VENDORS

Each bid proposal for a *public works project* must include a “public copy” to be available for public inspection upon the opening of bids. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive.**

The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disc. The disc must include *all of the documents* submitted in response to the solicitation concatenated or merged into one file. The file must be named in the following manner:

BidNumber_DateofBid_VendorName.pdf

The Bidder Certification Cover Form contains all of the information for the file name. The date of the bid must appear as mm-dd-yyyy. The vendor name must appear as one word, with no spaces or punctuation. Underscores must separate the fields.

Example: 3210_01-08-2014_OceanStateCompanyInc.pdf

The public copy disc must be separately enclosed in a protective cover clearly marked “Public Copy” and include the following information (all available from the Bidder Cover Page): (1) title of solicitation; (2) name of bidder (3) bid number and (4) date of bid.

The public copy may redact any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the “Access to Public Records Act,” R.I. Gen. Laws §§ 38-2-1 *et seq.*

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 372-18(b) and (j). Also see State of Rhode Island Procurement Regulation 5.11 accessible at <http://www.purchasing.ri.gov/rulesandregulations/rulesAndRegulations.aspx>

The University of Rhode Island is an equal opportunity employer committed to the principles of affirmative action.

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 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 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
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: Suzanne L. Litch
Title: Sale Executrix

Subscribed and sworn before me this 8th day of Nov, 2018

Lisa A. Wallace
Notary Public
My commission expires: June 20, 2019



LISA A. WALLACE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
June 20, 2019

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.

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PURCHASING DEPARTMENT
10 Tootell Road, Suite 3, Kingston, RI 02881 USA p: 401.874.2171 f: 401.874.2306 uri.edu/purchasing



Important Notice

Please note that the address for the URI Purchasing Office has changed although we have **not** moved and are still located in the Dining Services Distribution Center building.

Our new address is: 10 Tootell Road

Due to the added extension of Plains Road, the street name where our building resides has been changed and is now considered an extension of Tootell Road.

Also please remember to **always** write the Bid No. and the Bid Date/Time on the upper left-hand side of your envelope:

Bid No: 1 00044
Bid Date/Time: 11/20/18 2pm

TO MAIL YOUR BID: University of Rhode Island
 P.O. Box 1773
 Purchasing Department
 Kingston, RI 02881

TO COURIER YOUR BID: University of Rhode Island
 Purchasing Department
 Dining Services Distribution Center
 10 Tootell Road
 Kingston, RI 02881-2010

**THE
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f: 401.874.2306

uri.edu/purchasing



The University of Rhode Island, Kingston Campus - Contract Vendor Protocol

Operational Procedures:

- Please review the University's policy regarding parking on campus at the following website:
<https://web.uri.edu/parking/visitorparking/>
- No parking on any grassy surfaces, handicap spots, fire lanes or on sidewalks unless specifically authorized. Service vehicles must have appropriate signage/labeling. Vendors must park in designated areas and follow all parking rules. For additional information, please visit the URI Parking Services website at: <https://web.uri.edu/parking/visitorparking/>
- For questions on deliveries to our Central Receiving warehouse please call: 401.874.5468

Proper Attire:

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

URI Standard Documents:

The latest version of the following documents, available on the URI Capital Projects website, <http://web.uri.edu/capitalprojects/manual-for-construction-project-safety-procedures/>, will apply to all of the work at the University and are hereby incorporated by reference:

URI Sexual Harassment Policy
Manual for Construction Project Safety Procedures
Hot Work Procedure
Managing Fire Protection System Impairment
URI Water System Regulations/Policies

*Note: If there are any contradictions between the above and specific contract requirements, the contract requirements will supersede the above.