

Quasi-Public  
University of Rhode Island

SECTION 1 – RIVIP VENDOR INFORMATION

**Bid/RFP Number:** 101079A1  
**Bid/RFP Title:** MASONRY RESTORATION SERVICES  
**Bid Contact Person:** PURCHASING  
**Bid Contact Phone:** 401-874-2171  
**Opening Date & Time:** 10/14/2021 12:00 PM  
**RIVIP Vendor ID #:** 33868  
**Vendor Name:** Contracting Specialists  
**Address:** 453 South Main Street  
**Telephone:** (508) 222-2377  
**Fax:** (508) 222-2590  
**E-Mail:** sophie@contractingspecialists.com  
**Contact Person:** Sophie Arenburg  
**Title:** Office Administrator

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

**Submission Information**

Submit offers as required within the Bid/RFP document. This contract is NOT a state bid.

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, (3) that vendor understands and has complied with the requirements set forth.



Date October 14, 2021

**Vendor's Signature:** I/we certify that the above vendor information is correct and complete.

Don Kearney President

Print Name and Title of company official signing offer



DATE: 10/6/2021

ADDENDUM #1

BID NO.: 101079

OPENING: 10/14/2021 – 12:00 PM

COMMODITY: **MASONRY RESTORATION SERVICES**

Prospective bidders and all concerned are hereby notified of the following changes/modifications:

1. Page 5, Page 6

% MARKUP ON LIST PRICE FOR ALL MATERIALS

% MARKUP FOR SPECIALTY RENTAL EQUIPMENT

% MARKUP FOR SPECIALTY SUB-CONTRACTOR

% MARKUP FOR PERMIT

The contractor will be required to provide original cost backup of all invoices and sales slips for above line items. The final cost to the University for products or services that may be provided by the sub-contractors is not to exceed a 20% mark-up in price.

No travel or mileage charges are allowed, only on-site time. This pertains to normal working hours, after hours and emergency hours, etc.

2. Page 6

Lists an Hourly Rate for " Shop Work"- the contractor must have prior written authorization by the University representative along with a description of work being performed in advance of any shop work. A copy of written backup approval must be included with any invoice containing charges for off-site shop work.

Due to the nature of this Addendum the Bid opening date and time is being extended as follows:

From: 10/7/21 at 12:00 PM

To: 10/14/21 at 12:00 PM

If you have already submitted your BID response and need to make changes, based on the information within the Addendum, please submit a new BID response and indicate that this submission supersedes the prior.

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Xeniya Jones  
Assistant University Purchasing Agent  
Purchasing Department  
The University of Rhode Island



## BID/PROPOSAL

COMMODITY: MASONRY RESTORATION SERVICES DATE: 9/16/2021

FORMAL BID NO. \_\_\_\_\_ PUBLIC BID NO. 101079

BIDS ARE TO BE RECEIVED IN URI PURCHASING DEPARTMENT BY: DATE: 10/7/2021 TIME: 12:00 PM  
Eastern Time

BUYER: XENIYA JONES/rjc SURETY REQUIRED: YES: \_\_\_\_\_ NO: X

PRE-BID/PROPOSAL CONFERENCE: DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

MANDATORY: YES: \_\_\_\_\_ NO: \_\_\_\_\_

LOCATION: \_\_\_\_\_  
\_\_\_\_\_

Questions concerning this solicitation must be received by: DATE: 9/24/2021 TIME: 12:00 PM

Questions are to be submitted in a *Microsoft Word* document to: URIPurchasing@uri.edu

Please reference the Bid Number on all correspondence. Questions received, if any, will be posted on the internet as an addendum to the bid. It is the responsibility of all interested parties to download this information.

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

### STATEMENT REGARDING COVID-19

**Effective immediately, we are suspending all in-person public bid openings until further notice.**

Public Bid responses will be publicly read via Webex video conferencing. To participate in the bid opening, please visit the following site at the scheduled bid opening date and time:

\* URL: <https://univofri.webex.com/meet/uripurchasing>

**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.**

COMPANY NAME: Contracting Specialists Inc

STREET AND NUMBER: 453 South Main St

CITY, STATE & ZIP CODE: Attleboro MA 02703

Don Kearney President

Print Name and Title

508 222 2377 508 222 2590

Telephone Number/Facsimile Number



Signature

10/7/2021

Date

dkearney@contractingspecialists.com

E-mail address

**THIS BID WILL NOT BE HONORED UNLESS SIGNED**



## 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.

Bid responses 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 or University 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 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.

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](http://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](http://www.purchasing.ri.gov) > Solicitation Opportunities > Other Solicitation Opportunities. 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 THE UNIVERSITY OF RHODE ISLAND 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 and Regulations, including the Board of Governors for Higher Education Regulations and General Terms and Conditions of Purchase. The Regulations and General Terms and Conditions are incorporated into all University of Rhode Island contracts and can be viewed at: <https://web.uri.edu/purchasing/files/BOGREG.pdf> and [www.ridop.ri.gov](http://www.ridop.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 <https://www.ridop.ri.gov/rules-regulations/>





SECTION 4 - CERTIFICATIONS

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

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

THE VENDOR CERTIFIES THAT:

Y 1 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 2 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 URI Board of Trustees 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.B 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 3 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 4 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 5 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 6 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

Y 7 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 ( https://www.ridop.ri.gov/rules-regulations/ ) and the Board of Governors Regulations on the URI Purchasing Website ( https://web.uri.edu/purchasing/files/BOGREG.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 8 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.

N/A 9 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: \_\_\_\_\_

Y 10 I/we certify that the above information is correct and complete.

IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #1 – 8 and 10 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 where applicable, (2) that the above statements and information are accurate and that vendor understands and has complied with the requirements set forth herein.

Vendor/Company Name: Contracting Specialists Inc

Vendor's Signature: [Signature] Bid Number: 101079AI Date: 10/7/2021  
(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Don Kearney President  
Print Name and Title of Company official signing offer

COMMODITY: MASONRY RESTORATION SERVICES  
 OPENING DATE & TIME: 10/7/21 12:00 PM  
 BLANKET REQUIREMENTS: 11/1/21 - 6/30/24

SHIP TO:  
 UNIVERSITY OF RHODE ISLAND  
 FACILITIES SERVICES, BUSINESS OFFICE  
 60 TOOTELL RD., SHERMAN BLDG. 2ND FL  
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)  
**Contracting Specialists Inc**  
 BID NO: 101078

BIDDER (NAME OF FIRM)  
 Contracting Specialists Inc  
 BID NO: 101078

ATTACHMENT "A"

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

<b>MAIL TO:</b>	<b>COURIER:</b>
UNIVERSITY OF RHODE ISLAND P.O. BOX 1773 PURCHASING DEPARTMENT KINGSTON, RI 02881	UNIVERSITY OF RHODE ISLAND PURCHASING DEPARTMENT DINING SERVICES DISTRIBUTION CENTER 10 TOOTELL ROAD KINGSTON, RI 02881-2010

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 (E&I)
- 2) Provista

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

DELIVERY AS REQUESTED



COMMODITY: MASONRY RESTORATION SERVICES  
OPENING DATE & TIME: 10/7/21 12:00 PM  
BLANKET REQUIREMENTS: 11/1/21 - 6/30/24

SHIP TO:  
UNIVERSITY OF RHODE ISLAND  
FACILITIES SERVICES, BUSINESS OFFICE  
60 TOOTELL RD., SHERMAN BLDG. 2ND FL  
KINGSTON, RI 02881

BIDDER (NAME OF FIRM)  
**Contracting Specialists Inc**

BIDDER (NAME OF FIRM)  
Contracting  
Specialists Inc

BID NO: 101078

BID NO: 101078

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
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**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.ribghe.org/procurementregs113006.pdf>

BLANKET REQUIREMENTS: 11/1/21 - 06/30/24

**MASONRY RESTORATION, REPAIRS AND CLEANING SERVICES FOR URI**

**MASONRY RESTORATION, REPAIRS AND CLEANING:**

SCOPE OF WORK: FURNISH ALL LABOR, MATERIALS, CHEMICALS, EQUIPMENT AND DISPOSAL OF RUBBISH AND DEBRIS, AS NECESSARY TO COMPLETE HIGH PRESSURE POWER WASHING, CHEMICAL POWER WASHING, REMOVAL OF DEFECTIVE BRICK, BLOCK AND STONE AND REPLACE WITH UNITS MATCHING COLOR, SURFACE TEXTURE AND SIZE OF EXISTING WORK, REMOVAL OF IVY, REPOINTING MORTAR JOINTS, CLEANING OF MASONRY, CONCRETE AND STONE SURFACES TO REMOVE GRIME, GRAFFITI, MOLD AND FUNGUS FROM ROOFLINE TO FOUNDATION, APPLY WATER REPELLENT TO MASONRY, ALSO INCIDENTAL OR OTHER OPERATIONS AS MAY BE NECESSARY. ALL BUILDINGS ARE TO BE CLEANED IN A PROFESSIONAL MANNER WITH ALL GLASS SURFACES CLEANED AND SQUEEGED DRY. NO ROOFTOP HUNG SCAFFOLDING SHALL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL BY OWNER, OTHERWISE ALL LIFTS OR SCAFFOLDING MUST BE OSHA AND OCIP APPROVED AND FROM GROUND LEVEL.

**REQUIREMENTS OF THE CONTRACTOR:**

1. RESTORATION SPECIALIST: WORK MUST BE PERFORMED BY A FIRM NOT LESS THAN FIVE (5) YEARS OF DOCUMENTED SUCCESSFUL EXPERIENCE IN COMPARABLE MASONRY RESTORATION PROJECTS.
2. QUALIFIED PERSONNEL: ALL PERSONNEL ENGAGED IN THIS WORK MUST BE QUALIFIED MASONRY JOURNEYMAN WHO MAY BE ASSISTED BY MASONRY APPRENTICES QUALIFYING FOR THEIR JOURNEYMAN STATUS. COMMON LABOR MAY BE USED FOR TASKS NOT REQUIRING JOURNEYMAN SKILLS.
  - a. ALL WORK WILL BE PERFORMED IN ACCORDANCE WITH THIS DOCUMENT AND THE RHODE ISLAND LAWS & REGULATIONS. THE CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS AND LICENSES.
  - b. BIDDERS MUST PAY PREVAILING WAGE PER RHODE ISLAND STATE LAWS AND REGULATIONS. CERTIFIED PAYROLLS MUST ACCOMPANY PAYMENT REQUESTS.

COMMODITY: MASONRY RESTORATION SERVICES  
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BIDDER (NAME OF FIRM)  
 Contracting Specialists Inc

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c. PURCHASE AND MAINTAIN SUCH INSURANCE AS WILL PROTECT THE CONTRACTOR AND THE OWNER FROM CLAIMS WHICH ARISE OUT OF, OR RESULT FROM WORK OPERATIONS UNDER THIS BLANKET, WHETHER SUCH OPERATIONS BE BY THE CONTRACTOR, OR BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CONTRACTOR, OR BY ANY FOR WHOSE ACTS THE CONTRACTOR MAY BE LIABLE. IN THE AMOUNTS REQUIRED BY LAW TO WORK ON MUNICIPAL AND STATE PROPERTIES.

**TOTAL BID PRICE:**

TOTAL BID PRICE IS USED ONLY FOR THE PURPOSE OF DETERMINING THE LOW BIDDER AND NOT FOR ESTABLISHING THE OVERALL CONTRACT PRICE. THIS IS AN INDEFINITE QUANTITY CONTRACT WITH NO FIXED CONTRACT PRICE. THE ACTUAL AMOUNT OF WORK TO BE PERFORMED AND THE TIME OF SUCH PERFORMANCE WILL BE DETERMINED BY FACILITIES SERVICES ADMINISTRATION.

THE STATE OF RHODE ISLAND, OR THE UNIVERSITY OF RHODE ISLAND MAKES NO REPRESENTATION AS TO THE NUMBER OF REPAIRS OR THE ACTUAL AMOUNT OF SERVICES WHICH WILL IN FACT BE REQUESTED. THE BASIS FOR AWARD OF THE CONTRACT SHALL BE THE LOWEST PRICE FOR THE TOTAL BID PACKAGE. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE PAID AT THE RATE OF THE UNIT PRICE. ALL UNIT PRICES SHALL INCLUDE COSTS FOR ALL INSURANCES AND OVERHEAD NO ADDITIONAL COSTS SHALL BE ALLOWED. ALL BIDS WILL INCLUDE THE UNIT PRICES FOR EACH ITEM. PROVIDE ALL LINE ITEMS WITH A UNIT PRICE.

**LEAVING ANY ITEM UNADDRESSED WILL INVALIDATE THE BID.**

**SPECIFICATIONS FOR MASONRY RESTORATION AND CLEANING**

**PART 1 GENERAL**

**1.1 QUALITY ASSURANCE**

1. RESTORATION SPECIALIST: WORK MUST BE PERFORMED BY A FIRM HAVING NOT LESS THAN FIVE (5) YEARS OF DOCUMENTED SUCCESSFUL EXPERIENCE IN COMPARABLE MASONRY RESTORATION PROJECTS. PROVIDE DOCUMENTATION OF RESTORATION WORK.



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ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
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2. QUALIFIED PERSONNEL: ALL PERSONNEL ENGAGED IN THIS WORK MUST BE QUALIFIED MASONRY JOURNEYMAN WHO MAY BE ASSISTED BY MASONRY APPRENTICES QUALIFYING FOR THEIR JOURNEYMAN STATUS.  
 A. COMMON LABOR MAY BE USED FOR TASKS NOT REQUIRING JOURNEYMAN SKILLS.  
 B. THE FOREMAN OF THE CREW MUST HAVE HAD THREE YEARS DOCUMENTED EXPERIENCE IN SUPERVISION OF MASONRY RESTORATION AND CLEANING. PROVIDE DOCUMENTATION OF SUPERVISION EXPERIENCE.

3. CLEANING: DEMONSTRATE MATERIALS AND METHODS USED FOR CLEANING OF MASONRY SURFACE AND CONDITION ON SAMPLE AREA DESIGNATED BY OWNER OF 25 SQ FT IN AREA. SAMPLE TO BE DONE FOR EACH BUILDING TO BE WORKED ON. PROVIDE MANUFACTURE SPECIFICATION TO URI FOR APPROVAL BEFORE WORK IS BEGUN.  
 A. TEST ADJACENT NON-MASONRY MATERIALS FOR POSSIBLE REACTION WITH CLEANING MATERIALS.  
 B. CLEAN MASONRY SURFACES ONLY WHEN AIR TEMPERATURES ARE 40 DEGREES F OR ABOVE AND WILL REMAIN SO UNTIL MASONRY HAS DRIED OUT.  
 C. PROTECT UNPAINTED METAL TRIM AND POLISHED STONE FROM CONTACT WITH ACIDIC CHEMICAL CLEANERS BY COVERING THEM WITH LIQUID STRIPPABLE MASKING AGENT OR POLYETHYLENE FILM AND WATERPROOF MASKING TAPE.  
 D. PROTECT PERSONS, MOTOR VEHICLES, SURROUNDING SURFACES OF BUILDINGS, WALKWAYS AND SIDEWALKS, AND LANDSCAPING FROM INJURY RESULTING FROM MASONRY CLEANING AND RESTORATION WORK.  
 E. DISPOSE OF RUN OFF FROM CLEANING OPERATIONS BY LEGAL MEANS CONFORMING TO ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. AVOID SOIL EROSION, DAMAGE TO LANDSCAPING AND WATER PENETRATION INTO BUILDING INTERIORS.  
 F. APPLY CHEMICAL CLEANERS TO MASONRY SURFACES TO COMPLY WITH CHEMICAL MANUFACTURER'S WRITTEN RECOMMENDATIONS. CLEANING SEQUENCE OF BUILDINGS SHALL BE FROM TOP TO BOTTOM.

1.2 REFERENCES

- A. ASTM - AMERICAN SOCIETY FOR TESTING OF MATERIALS.
- B. ASTM - C90 LOAD BEARING CONCRETE MASONRY UNITS.
- C. ASTM C129 - NON LOAD BEARING CONCRETE MASONRY WALLS.
- D. ASTM C144 - AGGREGATE FOR MASONRY MORTAR.

COMMODITY: MASONRY RESTORATION SERVICES  
 OPENING DATE & TIME: 10/7/21 12:00 PM  
 BLANKET REQUIREMENTS: 11/1/21 - 6/30/24

SHIP TO:  
 UNIVERSITY OF RHODE ISLAND  
 FACILITIES SERVICES, BUSINESS OFFICE  
 60 TOOTELL RD., SHERMAN BLDG, 2ND FL.  
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)  
**Contracting Specialists Inc**

BIDDER (NAME OF FIRM)  
**Contracting Specialists Inc**

BID NO: 101078

BID NO: 101078

ATTACHMENT "A"

ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
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- E. ASTM C150 - PORTLAND CEMENT.
- F. ASTM C207 - HYDRATED LIME FOR MASONRY PURPOSES.
- G. ASTM C216 - FACING BRICK. (SOLID MASONRY UNITS MADE FROM CLAY OR SHALE).
- H. ASTM C270 - MORTAR FOR UNIT MASONRY.
- I. BIA - BRICK INSTITUTE OF AMERICA - TECHNICAL NOTES ON BRICK CONSTRUCTION NO. 20.
- J. ANSI A41.2 - BUILDING CODE REQUIREMENTS FOR REINFORCED MASONRY.
- K. IMIAC - INTERNATIONAL MASONRY INDUSTRY ALL-WEATHER COUNCIL - RECOMMENDED PRACTICES AND GUIDELINE SPECIFICATIONS FOR COLD WEATHER MASONRY CONSTRUCTION.

1.3 SUBMITTALS

ALL MATERIALS USED FOR REPAIRS WILL HAVE MANUFACTURE TECHNICAL PRODUCT DATA. SUBMIT TO URI FOR APPROVAL BEFORE USE:

ALL WORK WILL BE PERFORMED PER MANUFACTURER RECOMMENDATION. ALL MATERIAL AND WORK SHALL BE PROTECTED FROM FREEZING.

AGREEMENTS AND/OR ACTIONS TAKEN BY THE CONTRACTOR THAT, BY THEIR NATURE, EFFECT A CHANGE TO THIS CONTRACT, SHALL ONLY BE BINDING UPON THE UNIVERSITY WHEN SUCH CHANGE OR ACTION IS SPECIFICALLY AUTHORIZED IN WRITING IN ADVANCE BY THE CHANGE ORDER TO THIS CONTRACT ISSUED BY URI PURCHASING. ANY WORK OR CHANGE UNDERTAKEN BY THE CONTRACTOR AT THE DIRECTION OF ANYONE OTHER THAN A UNIVERSITY ASSIGNED REPRESENTATIVE, OR WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF AN ASSIGNED UNIVERSITY REPRESENTATIVE, IS AT THE CONTRACTOR'S OWN RISK.

CONTRACTOR WILL PROVIDE PERMITS AS NEEDED

RAILING WILL BE PROVIDED BY VENDOR AS A SPECIALITY SUB-CONTRACTOR WITH FIXED % MARKUP AND APPROVAL BY URI.

LIFTS AND STAGING WILL BE PROVIDED, A SPECIALITY RENTAL WITH FIXED % MARKUP TO URI AFTER APPROVAL OF ESTIMATE BY URI.



COMMODITY: MASONRY RESTORATION SERVICES  
 OPENING DATE & TIME: 10/7/21 12:00 PM  
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ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
<b>PERIOD: 11/01/2021 - 06/30/2022</b>						
1	HOURLY RATE FOR JOURNEYMAN MASON	1000	HOUR	\$ 168.33	\$ 168,330.00	\$ 168.33
2	HOURLY RATE FOR LABORER	200	HOUR	\$ 119.68	\$ 23,936.00	\$ 119.68
3	HOURLY RATE FOR SHOP WORK	200	HOUR	\$ 115.27	\$ 23,054.00	\$ 115.27
4	HOURLY RATE FOR ESTIMATORS TO DO SITE VISITS AND PROVIDE COST ESTIMATE FOR RQUESTED WORK	80	HOUR	\$ 159.00	\$ 12,720.00	\$ 159.00
5	PROVIDE % MARKUP ON LIST PRICE FOR ALL MATERIALS	20	%			20%
6	PROVIDE % MARKUP FOR SPECIALITY RENTAL EQUIPMENT	20	%			20%
7	PROVIDE % MARKUP FOR A SPECIALTY SUB-CONTRACTOR	20	%			20%
8	PROVIDE % MARKUP ON A PERMIT	20	%			20%
<b>PERIOD: 07/01/2022 - 06/30/2023</b>						
9	HOURLY RATE FOR JOURNEYMAN MASON	1000	HOUR	\$ 172.21	\$ 172,210.00	\$ 172.21
10	HOURLY RATE FOR LABORER	200	HOUR	\$ 122.44	\$ 24,488.00	\$ 122.44
11	HOURLY RATE FOR SHOP WORK	200	HOUR	\$ 117.95	\$ 23,590.00	\$ 117.95
12	HOURLY RATE FOR ESTIMATORS TO DO SITE VISITS AND PROVIDE COST ESTIMATE FOR RQUESTED WORK	80	HOUR	\$ 164.00	\$ 13,120.00	\$ 164.00
13	PROVIDE % MARKUP ON LIST PRICE FOR ALL MATERIALS	20	%			20%
14	PROVIDE % MARKUP FOR SPECIALITY RENTAL EQUIPMENT	20	%			20%
15	PROVIDE % MARKUP FOR A SPECIALTY SUB-CONTRACTOR	20	%			20%
16	PROVIDE % MARKUP ON A PERMIT	20	%			20%
<b>PERIOD: 07/01/2023 - 06/30/2024</b>						
17	HOURLY RATE FOR JOURNEYMAN MASON	1000	HOUR	\$ 179.10	\$ 179,100.00	\$ 179.10
18	HOURLY RATE FOR LABORER	200	HOUR	\$ 126.12	\$ 25,224.00	\$ 126.12
19	HOURLY RATE FOR SHOP WORK	200	HOUR	\$ 121.54	\$ 24,308.00	\$ 121.54
20	HOURLY RATE FOR ESTIMATORS TO DO SITE VISITS AND PROVIDE COST ESTIMATE FOR RQUESTED WORK	80	HOUR	\$ 169.00	\$ 13,520.00	\$ 169.00
21	PROVIDE % MARKUP ON LIST PRICE FOR ALL MATERIALS	20	%			20%
22	PROVIDE % MARKUP FOR SPECIALITY RENTAL EQUIPMENT	20	%			20%
23	PROVIDE % MARKUP FOR A SPECIALTY SUB-CONTRACTOR	20	%			20%
24	PROVIDE % MARKUP ON A PERMIT	20	%			20%

COMMODITY: MASONRY RESTORATION SERVICES  
 OPENING DATE & TIME: 10/7/21 12:00 PM  
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 60 TOOTELL RD., SHERMAN BLDG, 2ND FL  
 KINGSTON, RI 02881

BIDDER (NAME OF FIRM)  
 Contracting Specialists Inc  
 BID NO: 101078

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ITEM NO.	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	UNIT PRICE
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**URI CONTRACT VENDOR PROTOCOL:  
 OPERATIONAL PROCEDURES:**

- All Vendors will report to the Sherman Building, 60 Tootell Rd. between the hours of 7:30AM and 4:00PM (phone# - 401-874-4060). Vendors will check in at the Maintenance Control Center (MCC) and sign out a key packet. Picture ID will be required at the time of sign out as well as the service tech's contact phone number.
- Vendor will fill out a timecard. The timecard will have the Company Name, Technician Name, Job Location and the URI work order number on it. Each Employee will Punch in/out at the Sherman Building time clock. Only the hours on the timecard will be paid. Vendor will provide a copy of the URI time-clock timecard with invoice.
- Vendor will notify requesting Facilities Supervisor of arrival. Vendor will contact requesting Supervisor upon completion of the work and leave a detailed field service slip with the Supervisor describing work performed, parts used and any remaining action necessary. URI work order# must be on the service slip and hours on field service slip must match the timecard. Key packet must be returned daily.
- No parking on any grassy surfaces, handicap spots, fire lanes or on sidewalks. Service vehicles must have appropriate signage/labeling.
- The Contractor is responsible for providing all vehicles, tools, and equipment necessary for performing the Work under this Contract including obtaining the equipment and transporting the equipment to and from the job site. In this regard, the Contractor shall:
- Ensure that its employees that are assigned to perform the Work carry their own tools of the trade or are provided with tools normally carried by the trade on the job site. "Tools of the trade" are generally considered to be vehicles, tools, and equipment (e.g. hand tools, power tools, pickup trucks, vans, ladders, scaffolding, etc.) that are normally used in the course and scope of the Contractor's business and that should be a part of a qualified Contractor's inventory. Costs related to the acquisition, use, or maintenance of tools of the trade should be included as a part of the Contractor's fully-burdened Hourly Labor Rates and are not under any circumstances to be separately or directly billed under this Contract.
- Arrange for lease or rental of any special tools and equipment needed to perform the Work. "Special tools and equipment" are tools and equipment (e.g. lifts, railings, dumpsters with associated tipping fees, etc.) that are not typically maintained in a Contractor's inventory, but that are leased or rented when needed for a specific project/job. Charges for lease or rental of special tools and equipment with associated mark-up may be directly billed provided that the Contractor clearly identifies these items in advance as a part of their proposal to perform the Work.



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 OPENING DATE & TIME: 10/7/21 12:00 PM  
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	<ul style="list-style-type: none"> <li>- Ensure that all vehicles, tools, and equipment are in good operating condition, capable of rendering efficient, economical, and continuous service and equipped with necessary and required safety devices in accordance with State and Federal laws. While the University reserves the right to inspect any equipment for compliance with these requirements regarding condition, this does not relieve the Contractor of the obligation to furnish conforming equipment. If any equipment is found to be deficient or non-conforming, the University shall so notify the Contractor who shall immediately take action to place the equipment in good operating condition at his own expense. If the Contractor does not take corrective action within a reasonable time, the University may require the immediate removal and replacement of the deficient equipment at the Contractor's expense.</li> <li>- The Contractor is responsible for providing supervision, coordination, and oversight necessary to facilitate the orderly progress and timely completion of the Work. The University does expect that occasional site visits will be made by Contractor's management staff; however, direct charges for supervision of jobs by company management personnel will not be allowed (such costs should be treated as a part of overhead). Unless collective bargaining agreement rules specify otherwise, any time there are two(2) or more workers of the same trade on a job, one(1) individual will be designated as the foreman and is responsible for overseeing and coordinating safe and high quality work.</li> <li>- The University will require an estimate prior to the release of any work for budgetary review and contract compliance. All work will be performed under the line item unit cost structure detailed in the contract. Any modification to the cost structure detailed, or contract, will need approval in writing by the designated University representative.</li> <li>- Vendor will send (1) service technician unless prior arrangements have been made with University Management.</li> <li>- The Contractor agrees to furnish all labor, equipment, material and supervision to perform the Work described in the Contract Documents listed.</li> <li>- The University expects the Contractor to provide workers who are properly qualified, trained, certified, and experienced in their respective trades to perform the Work under this Contract. The Contractor is responsible for his employees using safe working practices, maintaining satisfactory standards of employee competency, conduct, and integrity, and for taking such disciplinary action with respect to his employees as may be necessary and appropriate and shall be responsible for ensuring that the Work is performed in accordance with the established practice of the craft or trade. The University reserves the right to require the Contractor to remove any employee from the worksite who is deemed to be incompetent, careless, insubordinate, belligerent, or whose continued employment on the project is otherwise considered to be contrary to the University's interest.</li> </ul>					

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- Vendor must submit C-19 Work Safety Plan to the University of Rhode Island for Review & Approval

**KEY PACKETS:**

- Key Packets are available in the Control Center for Vendor use only. They are signed out and returned daily. No exceptions.
- Keys lost or misplaced are the sole responsibility of the vendor affected. The vendor will assume all costs associated with any and all lost keys.
- Key Packs in use after 4:00pm will need to be called in to the Control Center (phone# 401-874-4060) hours without management authorization, and explain as to why the keys will be late. Late keys will be returned to the mail slot outside the Control Center daily. No keys will be held outside of working

**PROPER ATTIRE:**

- On site technicians are to be properly attired. No tank tops, sleeveless shirts, hats with anything other than Vendor/Company Logo will be allowed. Shirts will contain Company Logo, or a Company Identification Badge shall be clearly displayed and be available for inspection at any time.
- NO SUNGLASSES WILL BE WORN INSIDE ANY BUILDING
- PANTS WILL BE PROPERLY SECURED AT THE WAIST.
- SAFETY SHOES ARE REQUIRED.
- NO SMOKING IN OR WITHIN 50 FEET OF ANY UNIVERISTY OF RHODE ISLAND BUILDING.

**CONTACT PERSON:**

DANIEL CARTIER  
FACILITIES SERVICES  
SHERMAN BUILDING, 60 TOOTELL ROAD  
KINGSTON, RI 02881-0801  
(401) 874-2423

**QUANTITIES**

QUANTITIES, IF ANY, ARE ESTIMATED ONLY. THE AGREEMENT SHALL COVER THE ACTUAL QUANTITIES ORDERED DURING THE PERIOD. DELIVERIES WILL BE BILLED AT THE SINGLE, FIRM, AWARDED UNIT PRICE QUOTED REGARDLESS OF THE QUANTITIES ORDERED.

**INSURANCE**

IN ACCORDANCE WITH THE BOARD OF GOVERNORS (BOG) FOR HIGHER EDUCATION GENERAL CONDITIONS OF PURCHASE, INSURANCE CERTIFICATES ARE REQUIRED FOR WORKERS COMPENSATION, GENERAL LIABILITY, PROPERTY DAMAGE AND AUTO INSURANCE. UPON NOTICE OF TENTATIVE AWARD, THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO SUBMIT THE ABOVE NAMING THE UNIVERSITY OF RHODE ISLAND, THE URI BOARD OF TRUSTEES, AND THE STATE OF RHODE ISLAND AS ADDITIONAL INSURED, BY A FIRM AUTHORIZED TO DO BUSINESS IN THE STATE OF RHODE ISLAND.



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](http://www.purchasing.ri.gov), and all addenda become incorporated into this solicitation upon posting. Bidders are responsible for checking the website to determine the issuance of any addenda. No addenda will be posted within the 5-day period preceding the bid proposal submission deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

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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

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 / The University 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 61<sup>st</sup> day following the bid proposal submission deadline; or (iii) the rejection of all bid proposals.

Rev 11-29-18



submitting a bid proposal to, or renew a contract with, the University of Rhode Island's 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.

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.

**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 non-owned and/or hired vehicles and equipment

Workers Compensation

Coverage B      \$100,000

Environmental Impairment      \$1 Million or 5% of contract amount,  
("pollution control")      whichever is greater

Builder's Risk      Contract amount

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.*



from MBE vendors or to be able to seek for materials and supplies obtained from MBE manufacturers.

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

### **Equal Opportunity**

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

### **Sprinkler Impairment**

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

### **Foreign Corporations**

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

### **Campaign Finance**

The successful bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party,

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

### CERTIFICATION

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

By: [Signature]

Title: President

Subscribed and sworn before me this 7th day of October, 2021.

[Signature]  
Notary Public  
My commission expires: 4/10/2026





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.





## 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.