

Quasi-Public  
Rhode Island College

SECTION 1 – RIVIP VENDOR INFORMATION


**Bid/RFP Number:** 33491A2  
**Bid/RFP Title:** BID 33491 Addendum 2 Donovan Dining Center Exterior Window Improvements  
**Bid Contact Person:** Purchasing  
**Bid Contact Phone:** 401-456-8047  
**Opening Date & Time:** 5/5/2015 9:30 AM  
**RIVIP Vendor ID #:** 3943  
**Vendor Name:** Trac Builders Inc.  
**Address:** 28 Wolcott Street  
**Telephone:** (401) 943-3800  
**Fax:** (401) 943-3822  
**E-Mail:** billt@tracbuilders.com  
**Contact Person:** William Tracey  
**Title:** President

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.

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

Date 5/5/2015

 PRESIDENT  
Print Name and Title of company official signing offer

# BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

*(Name, legal status and address)*

TRAC BUILDERS, INC.  
28 WOLCOTT STREET  
PROVIDENCE, RI 02809

**SURETY:**

*(Name, legal status and principal place of business):*

INTERNATIONAL FIDELITY INSURANCE COMPANY  
ONE NEWARK CENTER  
NEWARK, NJ 07102-5207

**OWNER:**

*(Name, legal status and address)*

STATE OF RHODE ISLAND BOARD OF GOVERNORS FOR HIGHER EDUCATION,  
RHODE ISLAND COLLEGE AND THE STATE OF RHODE ISLAND  
80 WASHINGTON STREET  
PROVIDENCE, RI 02903

**BOND AMOUNT:** \$ FIVE PERCENT (5%) OF THE ATTACHED BID DOLLARS

**PROJECT:**

*(Name, location or address, and Project number, if any)*

RHODE ISLAND COLLEGE DONOVAN DINING EXTERIOR WINDOW IMPROVEMENTS  
PROVIDENCE, RI

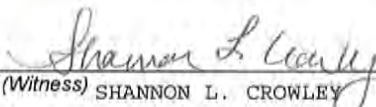
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of May, 2015.

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness) SHANNON L. CROWLEY

TRAC BUILDERS, INC.

  
\_\_\_\_\_  
(Principal) (Seal)

WILLIAM TRACEY, PRESIDENT  
\_\_\_\_\_  
(Title)

INTERNATIONAL FIDELITY INSURANCE COMPANY  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Attorney-in-Fact) BRIAN M. ROSSI

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

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

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

ELISA P. CARDONE, BRIAN M. ROSSI, CHRISTOPHER A. IANNOTTI

East Greenwich, RI.

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

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

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

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 12th day of March, 2012.



STATE OF NEW JERSEY  
County of Essex

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



On this 12th day of March 2012, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

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



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Mar. 27, 2014

### CERTIFICATION

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

IN TESTIMONY WHEREOF, I have hereunto set my hand this 5<sup>TH</sup> day of MAY, 2015

MARIA BRANCO, Assistant Secretary

Solicitation #: 33491  
Solicitation Title: Rhode Island College  
Donovan Dining Exterior Window Improvements

**BID FORM**

To: Rhode Island College  
Purchasing Department, Building #5  
East Campus  
600 Mt. Pleasant Avenue, Providence, RI 02908-1991

Bidder: TRAC BUILDERS INC.  
Legal name of entity  
28 WOLCOTT ST PROVIDENCE, RI 02908  
Address (street/city/state/zip)  
William TRACY BILLT@TRACBUILDERS.COM  
Contact name Contact email  
(401)943-3800 (401)943-3822  
Contact telephone Contact fax

**BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) described in the solicitation for this Base Bid Price (including the costs for all Pay Items, Allowances, Alternates, Bonds, and Addenda):

**TOTAL PROJECT COST** (including the costs for Pay Amounts A, B, C, D, E and F, Allowances A and B, Bonds, and Addenda):

\$ 465,795 -  
(base bid price in figures printed electronically, typed, or handwritten legibly in ink)

\$ Four Hundred Sixty Five Thousand Seven Hundred Ninety Five  
(base bid price in words printed electronically, typed, or handwritten legibly in ink)

**1. PAY AMOUNTS**

A. Per Section 05 90 00 Maintenance of Masonry - Complete cleaning of all masonry surfaces to remove build-up of efflorescence and atmospheric

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Donovan Dining Exterior Window Improvements

staining. Repairs to concrete surfaces where indicated on drawings.

1 Lump sum

Item A Price in writing:

\$ 47,000 -

B. Replacement of Exterior Wall Sconce "E1" as indicated on drawings.

1 Lump sum

Item B Price in writing:

\$ 12,000 -

C. In areas indicated on drawings as WINDOW SYSTEM 1 and as per Specification Section 05 90 00 Cleaning and Restoration of Architectural Anodized Aluminum - Complete cleaning of existing anodized aluminum window frames, vertical and horizontal mullions, and installation of clear polymeric resin protective coating. Remove existing opaque (spandrel) panels, replace with new insulated aluminum panels and seals.

1 Lump sum

Item C Price in writing:

\$ 62,000 -

D. In areas indicated on drawings as WINDOW SYSTEM 2 and as per Specification Section 05 90 00 Cleaning and Restoration of Architectural Anodized Aluminum - Complete cleaning of existing anodized aluminum window frames, vertical and horizontal mullions, and install clear polymeric resin protective coating. Install new finish system on existing opaque

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Donovan Dining Exterior Window Improvements

(spandrel) panels per Specification Section 09 96 00 High-Performance Coatings.

1 Lump sum

Item D Price in writing:

\$ 35,000 -

- E. South elevation window wall replacement including all associated work as shown on Drawing Sheet A2.1 and A3.1.

1 Lump sum

Item E Price in writing:

\$ 154,000 -

- F. Refinishing of existing sheet metal trim in areas indicated on drawings and as per Specification Section 09 96 00 High-Performance Coatings. Existing exposed steel, sheet metal flashing and trim shall be stripped of peeling paint and recoated with a new high performance coating system.

1 Lump sum

Item F Price in writing:

\$ 46,000 -

2. **ALLOWANCES**

- A. Replace (400 sf) of existing interior gypsum drywall assembly and install new paint finish system and sealant joints.

Allowance price in writing: \$ 4,000 -

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Donovan Dining Exterior Window Improvements

- B. Temporary Office Relocation – Prior to commencement of work on south window wall replacement, the GC shall be responsible for moving the office workstations and equipment from Donovan Rooms 207-210 to Rooms 202 & 204. See Document 01 10 00 – Summary, Section 1.04 Owner Occupancy / Schedule  
Allowance price in writing: \$ 2,000 -

3. **ADD ALTERNATE:**

- A. In areas indicated on drawings as WINDOW SYSTEM 2 - Remove existing opaque (spandrel) panels, replace with new insulated aluminum panels and seals.

1 Lump sum

Add Alternate Item A Price in writing:

\$ 60,000 -

4. **BONDS**

The Base Bid Price ***includes*** the costs for all Bid and Payment and Performance Bonds required by the solicitation.

5. **ADDENDA**

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price ***includes*** the costs of any modifications required by the Addenda.

*All Addenda must be acknowledged.*

Addendum No. 1 dated: 4/23/15

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Donovan Dining Exterior Window Improvements

Addendum No. 2 dated: 4/28/15

Addendum No. 3 dated: N/A

6. **UNIT PRICES**

1. Foreman Hourly Rate

\$ 100 / hour

2. Painter Hourly Rate

\$ 90 / hour

3. Cost to remove damaged insulated glazing units and replace in kind.

\$ 40 / sf

4. Cost to remove repoint masonry mortar joints.

\$ 15 / lf



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Solicitation Title: Rhode Island College  
Donovan Dining Exterior Window Improvements

**7. CONTRACT TIME**

The Bidder offers to perform the work in accordance with the timeline specified below:

- a. Anticipated Award: May 15, 2015
- b. Submission of all Submittals: 1 Week after Issuance of RIC PO
- c. Mobilize on Site: 1 Week after Issuance of RIC PO, subject to  
blackout dates.
- d. Completion of Work dates. South Wall - August 15<sup>th</sup> - subject to blackout  
dates.  
  
Entire Project - August 28<sup>th</sup>, subject to  
blackout dates. (Including Punch List &  
Submission of Closeout Documentation)

**8. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: \$500.00.

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Donovan Dining Exterior Window Improvements

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the Bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: 5/5/15

**BIDDER**

TRAC BUILDERS Inc.  
Name of Bidder

William Tracey  
Signature in ink

William TRACEY President  
Printed name and title of person signing on behalf of Bidder

12034 Exp 1/1/16  
Bidder's Contractor Registration Number



**RHODE ISLAND  
COLLEGE**

**PURCHASING DEPARTMENT**  
600 Mt. Pleasant Avenue, Building #5  
Providence, Rhode Island 02908  
Phone: 401-456-8047 Fax: 401-456-8528

**BID/PROPOSAL**

SOLICITATION NUMBER: **33491**  
SOLICITATION TITLE: **DONOVAN DINING CENTER EXTERIOR WINDOW IMPROVEMENTS**

**BID PROPOSAL SUBMISSION DEADLINE DATE & TIME: May 5, 2015 at 9:30 AM**

**PRE-BID/PROPOSAL CONFERENCE: Yes**

**DATE: April 21, 2015 TIME: 9:00 AM**

**LOCATION OF PRE-BID: Rhode Island College Physical Plant Building Capital Projects – 2<sup>nd</sup> Floor**

**Note to Bidders: Questions concerning this solicitation may be emailed to [jeimorelli@ric.edu](mailto:jeimorelli@ric.edu) no later than Tuesday, April 28, 2015, 12:00 PM (EST). Please reference the RFP# on all correspondence. Questions received if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download the information.**

**BID BOND REQUIRED: YES PAYMENT AND PERFORMANCE BOND REQUIRED: YES**

FEIN: 05-0481558  
BIDDER NAME: TRAC BUILDERS, INC.  
ADDRESS: 28 WOLCOTT ST  
PROVIDENCE, RI 02908  
TELEPHONE: (401) 943-3800  
FAX: (401) 943-3822  
CONTACT NAME: William Tracey  
CONTACT TITLE: PRESIDENT  
CONTACT EMAIL: BILL T @ TRACBUILDERS.COM

**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.** For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulations 5.11, and in addition, for highway and bridge projects, also see Procurement Regulations 5.13, accessible at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**SECTION 2 - REQUIREMENTS**  
**ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM/CONTRACT OFFER. 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.**

**Section 2.1 – RULES FOR SUBMITTING OFFERORS**

2.1A 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 Rhode Island College, Purchasing Department. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting the 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 (provided above) and the 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 Rhode Island College Purchasing Office (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RIC 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.

Mail To: Rhode Island College, Purchasing Office, 600 Mount Pleasant Avenue, Building #5, Providence, RI 02908.

Documents misdirected to other State locations or which are not present in the RIC 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 Purchasing Office. Postmarks shall not be considered proof of timely submission.

2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP notices shall be posted on the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov/>) 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, Rhode Island College will cancel the original solicitation and resolicit the original offer directly from vendors.

2.1 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 College Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. Rhode Island College is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED TO BE FOB DESTINATION.

2.3 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.

2.4 PREVAILING WAGE and 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).

2.5 PUBLIC RECORDS. Offerors are advised that all materials submitted to the College 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 at Rhode Island College Mondays through Fridays between 8:30 am – 3:30 pm. Telephone requests for bid results will not be honored. Written requests for results will only be honored if the information is not available on the Division of Purchases ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) or RIC Purchasing website ([www.ric.edu/purchasing](http://www.ric.edu/purchasing)).

### SECTION 3 – AWARD DETERMINATION

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 College's sole option.

3.1 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.

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

## SECTION 4 – CONTRACT PROVISIONS

### 4.1. VENDOR AUTHORIZATION TO PROCEED.

4.1A When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by Rhode Island College, 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 Rhode Island College Purchasing Office PRIOR TO delivery.

4.1B 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 Rhode Island College Purchasing Office, shall be considered a binding contract.

4.2 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 Rhode Island College contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) and the Board of Governors for Higher Education website ([www.ribghe.org/procurementregs113006.pdf](http://www.ribghe.org/procurementregs113006.pdf))

4.2A ARRA SUPPLEMENTAL TERMS AND CONDITIONS: Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Publ.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. Publ.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

4.3 EQUAL EMPLOYMENT OPPORTUNITY: Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and 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.

4.4 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.

4.5 DEFAULT and NON-COMPLIANCE: Default and/or non-compliance with RIVIP 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.

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

4.7 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 agency for which work will be performed.

## SECTION 5 – CERTIFICATIONS AND DISCLOSURES

### 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 an 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 within the previous five (5) years. If so, then please provide details below.
- N 2. State whether your company, or an 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 please provide details below.

3. State whether your company, or an 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 the Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then please provide details below.
4. I/we certify that I/we will immediately disclose, in writing, to the college Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.
5. I/we acknowledge that, in accordance with 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", 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 Office of Purchases may be disregarded and shall not be binding on the state".
6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State law and regulation 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 Rhode Island College Purchasing Agent in writing of such circumstance.
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 Rhode Island College Purchasing Agent in writing of such circumstance.
8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island College Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for perjury.
9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from his offer
10. I/we acknowledge that I/we understand the State 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 ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)) apply as the governing conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.
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. I/We certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOUR ARE UNABLE TO CERTIFY YES TO ITEMS #4-12 THE FOREGOING, PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

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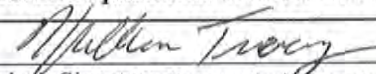


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**Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments (2) that the above statements and information are accurate and that vendor understands and has complied with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

 Date: 5/5/2015  
 Vendor's Signature (Person authorized to enter into contracts; signature must be in ink)

William TRACEY PRESIDENT  
 Print Name and Title of Company official signing offer

**RETURN OF BID INVITATION - Bids must be mailed/delivered to RHODE ISLAND COLLEGE PURCHASING DEPARTMENT, BUILDING #5 in a sealed envelope furnished, by the time and date specified for the opening of responses. Bids misdirected to other locations or which are not present at the time of opening for whatever cause will be considered to be late, and will be returned unopened. For the purposes of this requirement the official time and date shall be that of the date/time stamp in the reception area.**

State of Rhode Island  
PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION

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

Taxpayer Identification Number (T.I.N.)

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

Social Security No. (SSN)

[Empty boxes for Social Security Number]

Employer ID No. (EIN)

05 0481558

NAM TRAC BUILDERS INC. E

ADDRESS 28 WOLCOTT ST, PROVIDENCE RI 02908

(REM ITTANCE ADDRESS, IF DIFFERENT)

CITY, STATE AND ZIP CODE PROVIDENCE, RI 02908

CERTIFICATION: Under penalties of perjury, I certify that:

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

Certification Instructions -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

PLEASE SIGN HERE

SIGNATURE [Signature] TITLE PRESIDENT DATE 5/5/15 TEL NO. 4019433800

BUSINESS DESIGNATION:

Please Check One: Individual  Medical Services Corporation  Government/Nonprofit Corporation   
Partnership  Corporation  Trust/Estate  Legal Services Corporation

NAME: Be sure to enter your full and correct name as listed in the IRS file for you or your business.

ADDRESS, CITY, STATE AND ZIP CODE: Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

CERTIFICATION -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).

BUSINESS TYPE CHECK-OFF -- Check the appropriate box for the type of business ownership.

Mail to: Rhode Island College, Purchasing Department, Building #5  
600 Mt. Pleasant Avenue, Providence, RI 02908



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex

1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY:

Via RI Relay 711

Lincoln D. Choice  
Governor  
Charles J. Fogarty  
Director

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsman, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm.poster/htm](http://www.dlt.ri.gov/pw/Posters.htm.poster/htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 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

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

## Department of Labor and Training

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

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

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

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Department of Labor and Training

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1511 Pontiac Avenue  
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Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

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

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

**CERTIFICATION**

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

By: William Tracy

Title: PRESIDENT

William Tracy

Subscribed and sworn before me this 5 day of May, 2015.

[Signature]  
Notary Public  
My commission expires: 3.21.17

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TTY via RI Relay 711*



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APPENDIX A

TITLE 37  
Public Property and Works  
CHAPTER 37-13  
Labor and Payment of Debts by Contractors  
SECTION 37-13-5

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

APPENDIX B

**TITLE 37**

**Public Property and Works**

**CHAPTER 37-13**

**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

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

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

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

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

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

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

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

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

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



# STATE OF RHODE ISLAND

## CONTRACTORS' REGISTRATION AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

TRAC BUILDERS, INC.

12034

01/17/16

AUTHORIZED REPRESENTATIVE

NELSON FERREIRA

DRIVER'S LICENSE #

MA 587519378

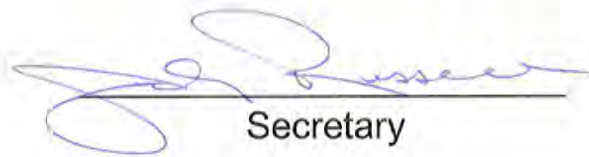
EXECUTIVE DIRECTOR

*Loyd A. Malen*

## Certificate as to Corporate Bidder

I, Judy Russell, certify that I am the Secretary of the corporation named as Bidder in the Bid Form; that William Tracey who signed said Bid Form in behalf of the Bidder was then President of said corporation; that I know his signature and his signature thereto is genuine, and that said Bid Form was duly signed, sealed, and executed for and on behalf of said corporation, the authority of its governing body.

Dated: 5/5/15

  
Secretary