



Town of Westerly/Westerly Public Schools

REQUEST FOR PROPOSAL

2015-011

ATHLETIC FIELD MAINTENANCE

November 2015

**REQUEST FOR PROPOSAL 2015-011
ATHLETIC FIELD MAINTENANCE
INFORMATION FOR VENDORS**

Sealed proposals for the **ATHLETIC FIELD MAINTENANCE** will be received until **3:00 P.M. on December 1, 2015**, Westerly Town Hall, Purchasing Department, 45 Broad St., Westerly, RI 02891. Bids will be publicly opened and the names of the offerors will be read aloud. Any bids received after time and date specified will not be considered. Copies of the Bid Documents may be obtained on or after **November 10, 2015** either on-line through the website www.westerly.govoffice.com or by calling the Purchasing Department at 401-348-2625 between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. A **Mandatory Pre-Bid meeting** will be held at **10:00 AM on November 17, 2015** at the Department of Public Works, 35 Larry Hirsch Lane, Westerly, RI, immediately following the meeting we will have a site visit of each of the locations. All questions must be received by **November 24, 2015 at 12:00 p.m.** and must be directed to Eileen Cardillo at ecardillo@westerly.k12.ri.us.

Bid Security in the amount of five (5) percent of the total Bid amount from the Rate Sheet, must accompany each bid. The successful Bidder must furnish a Performance Bond and a Labor and Material Payment Bond, in the specific formats as attached herein, both for the full value of the Bid Price, along with all required insurance certificates, within fifteen (15) calendar days after the award date; the Town of Westerly reserves the right to waive this bond requirement.

In addition, prospective bidders shall also submit with their hard copy bid(s), one (1) read-only CD-R media disc as the "Public Copy". The Public Copy disc must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Title of Solicitation; (2) Name of Bidder and Address; and (3) Date of Bid. The Public Copy shall include the following items: (1) Scanned copy of the original executed Bid Form submitted and Contract Bid Documents; and Scanned Copy of original Bid Bond for the project. **Bid proposals that do not include a copy for public inspection will be deemed nonresponsive and rejected.**

ALL trades are required to pay prevailing wages. (Davis Bacon Act RI140001 – As amended up to the date of this Bid). Individuals requesting interpreter services for the hearing impaired and other individuals requiring special accommodations should call 401-348-2500 or 401-596-2022 (v/tdd) seventy-two (72) hours in advance of the opening of the bids.

No Bidder may withdraw his or her Bid within ninety (90) days following the closing time for receipt of Bids. Responses will be evaluated on the basis of the relative merits of the bid in addition to the price. The Town of Westerly does not discriminate on the basis of age, race, religion, national origin, color, or disability in accordance with applicable laws and regulations. The Town of Westerly reserves the right to reject any and all Bids or parts thereof, to waive any irregularity in the Bids received, and to accept the Bid or parts thereof deemed to be most favorable to the best interest of the Town.

The Town of Westerly reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The Town further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the Town/School.

Eileen Cardillo/Purchasing Agent

GENERAL CONDITIONS AND INSTRUCTIONS

ACCEPTANCE OR REJECTION OF BIDS The Town of Westerly reserves the right to waive irregularities or technicalities in bids or to reject all bids or any part of any bid.

ADDITIONAL INFORMATION Each bidder shall examine all parts of the Invitation to Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. The Town of Westerly shall not be responsible for oral interpretations given by any Town employee, representative, or others. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the Town of Westerly or the compensation to the bidder. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted to: Eileen Cardillo at ecardillo@westerly.k12.ri.us no later than 12:00 p.m. on November 24, 2015.

The bid title and number should be referenced on all correspondence. Should any questions or responses require revisions to the specifications as originally published, such revisions will be by formal amendment only.

The issuance of a written addendum is the only official method whereby interpretation, clarification or addition information will be given. If any amendments are issued to this Invitation to Bid, the Town will attempt to notify all prospective bidders who have secured same; however, it shall be the responsibility of each bidder, prior to submitting their bid, to view the websites www.westerly.govoffice.com or www.westerly.k12.ri.us or by contacting the Town of Westerly's Purchasing Department @ 401-348-2625 to determine if an amendment was issued and make such addendum a part of their bid.

BID SUBMISSION Five (5) Originals and one (1) public copy on CD of this entire document as well as any other pertinent documents should be returned in order for the bid to be considered for award. Bids shall be submitted to the Purchasing Agent properly signed in ink, and submitted in a sealed envelope on which shall be shown the name of the bidder, bid opening date, and name and bid number of the proposal.

By submitting a bid proposal, the bidder declares that he understands and agrees that this bid proposal, specifications, provisions, terms and conditions of same, shall become a valid contract between the Town of Westerly and the undersigned upon notice of award of contract in writing and/or issuance of Purchase Order by the Town of Westerly.

ASSIGNMENT The successful bidder(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the Town.

BIDDER CERTIFICATION Submission of a signed bidder's certification (Appendix A) certifies that the bidder will accept any awards made to him as a result of said submission at the prices and terms contained therein.

BID WITHDRAWAL No proposal can be withdrawn after it is filed unless the bidder makes his request in writing to the Town prior to the time set for the opening of bids, or unless the Town fails to accept it within ninety (90) days after the date fixed for opening bids.

BIDDER RESPONSIBILITY Before submitting the proposal, each bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract, and to verify any representations made by the Town that the bidder will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and

examinations will relieve the successful bidder from his obligation to comply in every detail with all provisions and requirements of the contract documents.

DEFAULT Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required equal to liquidated damages incurred by the Town. Where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the bidder's list.

DELIVERY All service, materials, and/or equipment are purchased F.O.B. point of delivery in Westerly. The successful bidder must prepay all transportation charges to designated point of delivery in Westerly. Collect or Freight Due shipments will be refused.

EXCEPTIONS TO SPECIFICATIONS Bidders taking exception to any part or section of these specifications shall indicate such exceptions on their proposal and prove to the satisfaction of the Town that said item is equal to, or better than, the product specified. Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder **MUST** attach to the specification documents on Company letterhead a statement identifying, but not limited to, the manufacturer, brand name, make, model and/or Catalog Number(s) of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances to the specification document no matter how insignificant.

The Town of Westerly reserves the right to approve as an equal, or to reject as not being an equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but which may comply substantially therewith. Failure to indicate any exceptions shall be interpreted as the bidder's intent to fully comply with the specifications as written.

Notwithstanding the foregoing, the Town reserves the right to prohibit, in advance, any consideration of "or equal" submittals prior to the dissemination of any bid/RFP specifications.

Bidders **MUST** submit any cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the Town.

EXPENSES INCURRED IN PREPARING PROPOSAL The Town accepts no responsibility for any expenses incurred in the proposal's preparation, and presentation; such expenses are to be borne exclusively by the bidder.

INDEMNIFICATION The Contractor shall indemnify and save harmless forever the Town, and all the Town's agents, officers and employees from and against all charges or claims resulting from any bodily injury, loss of life, or damage to property from any act, omission or neglect, by Bidder or its employees; the Contractor shall become defendant in every suit brought for any of such causes of action against the Town or the Town's Officials, agents and employees; the Contractor shall further indemnify Town as to all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claims and any resulting investigation.

INSURANCE

The Contractor shall assume responsibility and liability for all injuries to persons or damages to property, including property in your care, custody, and control, directly or indirectly due to, or arising out of, his operations under the contract and shall be responsible for the proper care and protection of all work performed until completion and final acceptance by the Town.

The Contractor shall also indemnify and save harmless the Town and School against any and all claims of whatever kind and nature due to, or arising out of, his/her breach or failure to perform any of the terms, conditions, or covenants of the contract resulting from acceptance of his/her Bid.

The Contractor shall furnish certificates of insurance from companies acceptable to the Town. All Insurance Companies listed on certificate must be licensed to do business in the State of Rhode Island. The Contractor shall provide a certificate of insurance as specified on the bidding forms. Contracts of insurance (covering all operations under this contract) shall be kept in force until the Contractor's work is accepted by the Town.

The CONTRACTOR shall provide the following insurances in accordance with the General Conditions; the Town of Westerly/Westerly Public Schools shall be named as additional insured and as the Certificate Holder:

I. Workmen's Compensation Insurance

The CONTRACTOR shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on the Project who may come within the protection of such laws and shall provide Employer's General Liability Insurance in the amount of \$500,000 for the benefit of his/her employees not protected by such compensation laws.

II. Comprehensive General Liability including Premise/Operations, Explosion, Collapse, and Underground Property Damage, Products/Completed Operations, Broad Form Contractual, Independent Contractors, Broad for Property Damage; and Personal Injury liabilities.

(a) Bodily Injury: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

(b) Property Damage: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

(c) Personal Injury: \$1,000,000 Each Occurrence

\$2,000,000 Annual Aggregate

\$1,000,000 Per Occurrence for application of Herbicides/Pesticides

III. Comprehensive Automobile Liability Insurance

Comprehensive Automobile Liability including all owned (private and others), hired and non-owned vehicles: Carrier shall be A- rated or higher.

(a) \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage

Coverage to include CA 99 48 Pollution Liability Endorsement

IV. Excess Liability Insurance

Contractor to purchase and maintain Excess Liability insurance in the Umbrella form with Liability Limits no less than \$1,000,000. for Bodily Injury and Property Damage. Coverage to be maintained in accordance with the above requirements. Evidence of such excess liability shall be delivered to Owner in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

- V. If Owner has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by Contractor in accordance with this Section on the basis of its not complying with the Contract Documents, Owner will notify Contractor in writing thereof within ten days of the date of delivery of such certificates to Owner.

Contractor will provide such additional information in respect of insurance provided by him/her as Owner may reasonably request.

VI. Insurance Covering Special Hazards

Special hazards shall be covered by rider or riders to the Public Liability Insurance and Property Damage Insurance policy or policies hereinabove required to be furnished by the CONTRACTOR, or by separate policies of insurance as follows:

Property Damage Liability arising out of the collapse of, or structural injury to any building or structure due to excavation (including borrowing, filling, or backfilling in connection therewith), tunneling, pile driving, cofferdam work, or caisson work; or to moving, shoring, underpinning, razing, or demolition of any building or structure, or removal or rebuilding of any structural support thereof.

Property Damage Liability for injury to or destruction of property arising directly or indirectly from blasting or explosions, however caused, other than pressure, prime movers, machinery or power-transmitting equipment.

Property Damage Liability for injury or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within the Project limits; injury to or destruction of property at any time resulting

therefrom.

The CONTRACTOR shall require similar insurance in such amounts to be taken out and maintained by each subcontractor.

INSPECTION All articles, materials, and supplies purchased are subject to inspection on arrival at destination. The Town of Westerly reserves the right to return for full credit at the risk and expense of the successful bidder, all or part of the articles, materials, or supplies furnished contrary to specifications and instructions.

LATE BID REJECTION The Town of Westerly is not responsible for the delivery of any bid proposal. All bid proposals received by the Purchasing Agent after the time stated in the Invitation to Bid, will not be considered for award.

LAWS AND REGULATIONS It shall be understood and agreed that any and all services, materials and equipment shall comply fully with all Local, State and Federal laws and regulations. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility. Non-compliance with all federal state and local orders and laws may be considered grounds for termination of contract(s).

LICENSES AND REGISTRATIONS The contractor shall be responsible for obtaining and maintaining any licenses required pursuant to the laws of Washington County, the Town of Westerly, or the State of Rhode Island. Every vendor submitting a bid on this invitation to bid should include a copy of the company's occupational license or a written statement on letterhead indicating the reason no license exists.

METHOD OF AWARD The Town of Westerly reserves the right to make the award on a total or package basis or on a unit basis, whichever is deemed in the best interests of the Town.

PATENTS AND ROYALTIES The bidder, without exception, shall indemnify and save harmless the Town of Westerly, Rhode Island and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Town of Westerly, Rhode Island. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is agreed that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

QUALIFICATION OF BIDDERS Each bidder may be required, before the award of any contract, to show to the complete satisfaction of the Town of Westerly that he has the necessary facilities, ability, and financial resources, to furnish the service/product as specified herein in a satisfactory manner, and he may also be required to show past history and reference which will enable the Town to satisfy itself as to the bidder's qualifications. Failure to qualify according to the foregoing requirements may justify the Town in rejecting his bid.

RELATION OF TOWN It is the intent of the parties hereto that the successful bidder shall be legally considered as an independent contractor and that neither he nor his employees shall, under any circumstances, be considered servants or agents of the Town, and that the Town shall be at no time legally responsible for any negligence on the part of said successful bidder, his servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

TAXES The Town of Westerly is exempt from Federal Excise and State of Rhode Island Sales Tax. State Sales Tax and Use Tax Certificate Number is 05-6000-576.

WARRANTY All material herein specified shall be fully guaranteed by the proposer against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the proposer at no expense to the Town of Westerly.

Town of Westerly/Westerly Public Schools
REQUEST FOR PROPOSAL # 2015-011
ATHLETIC FIELD MAINTENANCE

**Bids to be opened in the Council Chambers, 45 Broad St., Westerly, RI 02891
at 3:00 P.M. on December 1, 2015**

Vendor Name: _____

Vendor Mailing Address: _____

Town - State – Zip Code: _____

(Area Code) Telephone Number: _____

(Area Code) Facsimile Number: _____

E-Mail Address: _____

Federal Identification or Social Security Number: _____

Payment Terms: Net 30

Delivery in Days After Receipt of Purchase Order: _____

Initial appropriate line to acknowledge addendum(s), if necessary.

Addendum #1 _____ Addendum #2 _____ Addendum #3 _____

Completed and Submitted Appendix A Yes/No?

Authorized Signature

Authorized Signature/Title (Typed or Printed)

CONTRACTOR'S QUESTIONNAIRE

Company Name: _____

Principal Officer: _____

Company Address: _____

Years in Business under Present Name: _____

Primary type of work your firm engages in: _____

Years experience in your primary type of work: _____

List other types of work your firm engages in:

Does your organization have current occupational license(s) and certificate(s) of competency entitling it to do the work contemplated in this Contract?

Include copies of licenses and certificates with bid proposal.

Does your organization currently accept Visa (P-Cards) as form of payment? Yes No

Demonstrate your capacity to perform work of this magnitude by indicating four (4) projects within the past two (2) years that are equal to or greater in scope.

Company Name:

Contact Name:

Contract Amount:

Phone #

Fax #

Email:

Have you ever failed to complete any work awarded to you? _ Yes No _

If so, where and why? _____

Has any officer or partner of your organization ever failed to complete a contract handled in his own name? _____

If so, state name of individual, name of owner, and reason thereof:

What equipment do you own that is available for the proposed work.

What Bank or Banks have you arranged to do business with during the course of the Contract should it be awarded to you?

List the names, addresses, and phone numbers of all subcontractors which you may utilize to perform this contract. No change in sub-contractors, as listed, will be allowed without the written approval of the Town of Westerly.

Are you bidding the item specified? Yes No

If no, the bidder must also include a sample of the alternate manufacturer's product they intend to supply as the "Or Equal" in addition to complying with the Exceptions to Specifications requirements set forth after in the "General Conditions and Instructions" section of this bid.

SPECIAL CONDITIONS

SCOPE The intent of these specifications is to set forth and convey to prospective bidders the **RFP 2015-011 ATHLETIC FIELD MAINTENANCE** as desired by the Town of Westerly/Westerly Public Schools.

TERM OF CONTRACT This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the Town of Westerly/Westerly Public Schools for the duration of the contract. Prior to, or upon completion, of that initial term, the Town/School shall have the option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

Indicate your acceptance or rejection of the Town/School's renewal options by initialing the appropriate box and providing the amounts of fees quoted for each option year below.

Accept _____ Reject _____

Option Year #1 _____

Option Year #2 _____

Option Year #3 _____

Option Year #4 _____

TERMINATION OF CONTRACT The Town of Westerly/Westerly Public Schools reserves the right to terminate this contract if the successful bidder fails to perform satisfactorily in all areas of service, availability, delivery, quality and any other area covered by these specifications. In the event of such cancellation, the Town/School additionally reserves the right to make the award for the balance of the contract period to the next higher bidder.

EVALUATION OF BIDS Bid evaluation will be based on:

- Cost of services to the Town of Westerly/Westerly Public School.
- Experience and qualifications of bidder.

FAILURE TO COMPLY Any failure on the part of a responder to provide the documentation set forth in the bid specifications could, in and of itself, constitute a determination that the proposal is non-responsive and therefore disqualified.

BIDDERS STANDARD CHECKLIST:

Did you remember to include/complete the following?

_____ 5 Originals of bid submittal

_____ Copy of current licenses

_____ Proof of current insurances

_____ Appendix A

_____ Bid Bond

_____ Sign for Addendum(s)

_____ Public Copy CD
_____ Required Bid Forms
_____ 3 References for Similar Work

Although the foregoing is intended to provide a complete list of all bid requirements and submittals, the Town's failure to include any bid requirements or submittals therein, shall not constitute a waiver of any Bid/RFP requirements for any proposer.

REQUEST FOR PROPOSAL REQUIREMENTS:

This Request for Proposal (RFP) is available to download from websites: www.westerly.govoffice.com or www.westerly.k12.ri.us or by calling Eileen Cardillo at 401-348-2625 between the hours of 8:30 a.m. to 4:30 p.m.

All inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to these specifications should be submitted before **12:00 p.m. on November 24, 2015** to Eileen Cardillo at ecardillo@westerly.k12.ri.us.

Respondents are to meet at **10:00 AM on November 17, 2015 for a Mandatory Pre-Bid meeting** at: the Department of Public Works, 35 Larry Hirsch Lane, Westerly, RI. Five (5) originals and one (1) public copy on CD of this entire document as well as all other pertinent documents must be received by **3:00 P.M. on December 1, 2015** in a sealed and labeled to:

Westerly Town Hall
Purchasing Department
45 Broad St.
Westerly, RI 02891

Responses must be clearly marked on the outside of the package referencing:

RFP 2015-011 ATHLETIC FIELD MAINTENANCE

Responses received after that date and time will not be accepted.

CONTRACTOR must include evidence of insurance with submittal of this RFP. The awarded company is responsible for maintaining Worker's Compensation, General Liability and Automobile Liability Insurance during the entire term of contract.

CONTRACTOR must include copies of current licenses.

A Bid Bond in the amount of five percent (5%) of Total Proposal amount from the Rate Sheet is required.

Projected Timeline- (Dates are subject to change).

Advertise RFP	November 10, 2015
Mandatory Pre-Bid Meeting	November 17, 2015
Clarification deadline	November 24, 2015
Amendment(pending complexity)	November 24, 2015
RFP Opening	December 1, 2015
Recommendation to Award	December 2015/January 2016
Contract begins	Spring 2016

No estimated costs or budget for the services will be provided.

Proposals should include a brief introduction, background and qualifications of company and work description objective up to 10 pages.

Proposal Rate Sheet is attached.

CRITERIA FOR AWARD:

The RFP responses will be evaluated and ranked on the basis of the criterion below.

- Cost of Services 55 points
- Experience and Qualifications 45 points

CONTRACT TERM:

This contract will be in effect for a one (1) year period effective from date of award and the prices quoted hereunder shall be firm to the Town of Westerly/Westerly Public Schools for the duration of the contract. Prior to, or upon completion, of that initial term, the Town/School shall have the option to renew this contract for an additional four (4) one (1) year periods on a year-to-year basis. The renewals are contingent upon satisfactory performance by the contractor and availability of funds.

SCOPE OF WORK

INTENT:

The contractor shall provide a sufficient number of trained employees including, but not limited to, all labor, supervision, dependable equipment, supplies, tools, and materials necessary to perform field maintenance for the Town/Schools eight (8) Athletic fields.

The CONTRACTOR shall be responsible for aerification, insect control, top dressing, fertilization, and the application of herbicides and pesticides.

The Rate Sheet is subdivided into parts, by field location. CONTRACTOR MUST submit costs for all items, otherwise proposal will be considered invalid. Locations of fields are shown below:

<u>Field Name</u>	<u>Field Address</u>	<u>Approx. size</u>
Westerly High School <i>(Augeri Field)</i>	23 Ward Ave, Westerly, RI	2 acre
Westerly High School <i>(Quad)</i>	23 Ward Ave, Westerly, RI	2.25 acres
Westerly Middle School <i>(Soccer Field)</i>	10 Sandy Hill Rd, Westerly, RI	2 acres
Westerly Middle School <i>(Baseball Field)</i>	10 Sandy Hill Rd, Westerly, RI	2.5 acres
Bradford Estates	199 Bradford Rd, Westerly, RI	4 acres
Craig Field	17 Mountain Ave, Westerly, RI	2 acres
Gingerella Field	47 White Rock Rd, Westerly, RI	8 acres
Cimalore Field	3 Wilson St, Westerly, RI	6 acres

Although, an approximate acreage has been furnished each respondent is responsible for determining all factors necessary for the submission of a comprehensive response to the RFP. This includes, but is not limited to, measuring each field, if necessary, to determine your proposed fees for services. No plans or blueprints are available.

The CONTRACTOR shall furnish all labor, materials, equipment and supplies of size and type need for athletic field maintenance.

EQUIPMENT RECOMMENDATIONS:

CONTRACTORS shall provide a comprehensive list of all equipment (or heavy machinery) that will be used to perform work within the scope of work. Below is a list of the recommended equipment; CONTRACTOR'S list must be equal to or greater than equipment listed below. Any exceptions need to be identified:

Mid size, 50hp tractors with turf tires

Deep tine Aerators: 3 point hook up, PTO shaft driven, minimal working depth of 4" up to 12" in depth, working speed of 2mph

Slice Seeders: over seeder, 3 point hook up, capable of injecting seed directly into soil at a spacing of two inches, and spike seeder must be of 72 inches in width

Core Aerators: 72" working width, PTO shaft driven, 3 point hook up, capable of extracting a soil core 1-3" in depth

300 Gallon, self contained, computer delivery system sprayer

1650# capacity fertilizer spreaders

Top dresser: minimum 3 cubic yard capacity, dual spinners, unit must have low ground pressure tires

REQUIREMENTS:

A. Fertilization:

The fertilizer used shall be a commercial grade product and recommended for use on each grass type. Specific requirements shall be determined by use, wear and tear of fields and the time of year. Applications shall proceed continuously once begun until all areas have been completed. In the event fertilizer is thrown on hard surfaces, it shall be removed immediately to prevent staining. Any areas damaged by over-fertilization shall be replaced at the CONTRACTOR'S expense.

All recommendations will be made from written soil report, 2 reports to be taken and distributed to the foreman, April/August

(4) Applications of a balanced fertilizer at a ratio of 1/1 N/K @ 1 #N/1 000 sq ft per growing season

(1) Application of starter fertilizer at a ratio of 1/2/1 N,P,K @ 1#N/1000 sq ft in spring after winter dormancy

(1) Application of 75% slow re lease fertilizer at 1/1 ratio of N/K Fertilizer labels must be included in submittals, ALL bags must be clearly labeled at time of use in accordance to the specifications

All commercial fertilizer applicators shall apply fertilizers in accordance with the Rhode Island Department of Environmental Management standards.

All Fields: At least 6 applications annually

Applications shall occur as above and shall vary with the time of year of the application and the condition of the grass. The CONTRACTOR shall apply additional fertilizer to treat stressed, worn or high traffic areas as needed.

B. Aeration:

Deep tine aeration and topdressing to provide proper air and water exchange for maximum growth potential and health of the grass shall be performed as follows:

1. Deep Tine Aeration: Aerification will assist in relieving compaction caused by constant use of the fields and will allow for better sunlight penetration and air circulation throughout the soil and root zone. The CONTRACTOR shall conduct additional aerations areas as needed.

As needed: Provide price per location

C. Topdressing:

The CONTRACTOR shall be responsible for topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis.

60% 2mm topdressing sand
10% leaf mold compost
30% loam

Turf grass Seed: MUST be Certified Blue Tag Quality, NO EXCEPTIONS
Seed mix will be comprised of 40% Turf type Tall Fescue, 40% RPR Perennial Rye Grass, 20% Kentucky Blue grass, NO EXCEPTIONS,
Seed Tag(s) must be included in submittals
ALL seed bags will have a clear label attached at time of seeding

As needed: Provide price per location

D. Application of Herbicides (Pre-Emergents):

All turf shall be maintained in a weed free condition. The CONTRACTOR may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license as issued by the State of Rhode Island and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations. Herbicides may be used only with prior written approval by the TOWN/SCHOOL as to type, location and method of application. The CONTRACTOR shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored at the CONTRACTOR'S expense.

After each chemical application, the CONTRACTOR must place the appropriate signs on the fields and shall be removed in accordance with the chemical products' recommended standards.

The CONTRACTOR shall keep records as prescribed by law for the use of all pesticides and herbicides by keeping logs stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions. The CONTRACTOR shall provide labels and MSDS (material safety data sheets) for all products used on the fields.

Pesticide(s) Weed I Insecticide Application: For the control of ALL broadleaf and grassy weeds, prevention of white grub insects.

Applicator MUST be RI Certified Applicator

Applicator(s) license MUST be included in submittals

All Herbicides and Insecticides to be used must be included with label(s) in the submittals

All Fields: At least 1 application annually

EXPERIENCE AND LICENSES:

CONTRACTOR shall have a minimum of ten years experience in providing Field Maintenance with Golf or Athletic Turf services of a similar scope as those services desired by the TOWN/SCHOOL. CONTRACTOR shall have been in continuous operation for a minimum of the past five years from the date that the RFP is issued. Relevant experience includes, but is not limited to fertilizer and herbicide applications; disease and pest management.

Supervision: The CONTRACTOR shall provide a qualified on-site full time working Crew Supervisor to manage CONTRACTOR's personnel at the sites. This person shall have full authority to act for the CONTRACTOR on all matters relating to the daily work on the fields and shall be the Town's point of contact.

Subcontractors: Subcontracting of the Work is **not permitted** under this Contract, without the prior written approval of the Town Manager or designee.

Education and Degree: CONTRACTOR must have BS/AS degree in Turfgrass Management agronomy, horticulture or a related field to manage this project from an accredited university or college.

Licenses: Personnel will be in possession of a CURRENT Class A Commercial Driver's License
RI Hoisting License
RI Commercially Certified Pesticide Applicators License category 3B
All employees must have completed an OSHA 10 course and have documentation on person at all times

CONTRACTOR must be fully licensed with all required State and/or Local government licenses and permits, including, but not limited to, disease and pest control, herbicides, irrigation, horticultural services, etc.

Turf Grass: Company must have a proven history in the care and maintenance of grass for athletic fields.

Pesticide Certification: CONTRACTOR must have a certified pesticide operator through the State of Rhode Island, Department of Health. This individual will perform any pesticide applications for this contract.

Herbicide Certification: CONTRACTOR must have a certified herbicide operator through the State of Rhode Island, Department of Health. This individual will perform any herbicide applications for this contract.

INVOICES AND PAYMENTS:

The CONTRACTOR shall invoice on a monthly basis and must include the site locations, description of work performed and dates. Payments shall be based on the invoices submitted on a monthly basis for Work performed in the previous month. Payment terms are net 30.

PERSONNEL REQUIREMENTS:

The CONTRACTOR shall manage the scope of work required to assure adequate and timely completion. Such management shall include, but is not limited to, planning, scheduling, maintaining of records and quality control.

Personnel shall wear proper and distinct clothing for easy identification bearing the name of the company. The CONTRACTOR shall maintain satisfactory standards of employee's competency, conduct, appearance and integrity and shall take such disciplinary action against employees, as necessary.

HOURS TO PERFORM WORK:

Work may be performed Monday- Friday during the hours of 8:00 A.M. through 30 minutes prior to sundown, unless permission is given in writing by the Town Manager or his designee.

SITE VISITS/SUPPORT:

CONTRACTOR is required to make monthly site visits with the Grounds Foreman to review current conditions and to ensure all work has met expectations at NO CHARGE to the Town of Westerly.

- To include a written report on findings via e-mail or mail
- Communicate with foreman via phone or e-mail with any questions or concerns
- Soil testing
- Fertility schedule - All fertilizer/limestone recommendations based on soil report
- Insect/weed monitoring

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

1. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

2. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Signature/ Date

Official Address (including Zip Code)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FOR
MAY DEEM YOUR RESPONSE NON-RESPONSIVE**

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, rule, regulation, or other applicable governmental provisions,

FIRM (“_____”) shall indemnify, defend and hold harmless FIRM OWNER and PROJECT MANAGER, their representatives, officers, officials, and employees (“Indemnities”), from and against all claims, damages, losses, liens, causes of action, suits, judgments, costs or expenses, including but not limited to reasonable attorney’s fees (“Claims”), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the FIRM and persons employed or utilized by the FIRM in the performance of the Contract.

Signature/ Date

Official Address (including Zip Code):

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM
MAY DEEM YOUR RESPONSE NON-RESPONSIVE**

**RFP 2015-011 Athletic Field Maintenance
Cost Proposal**

Company Name: _____ Date: _____

Address: _____ Telephone: _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Westerly High School (Augeri Field)	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Westerly High School (Quad)	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Westerly Middle School (Soccer Field)	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

**RFP 2015-011 Athletic Field Maintenance
Cost Proposal**

Company Name: _____ Date: _____

Address: _____ Telephone: _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Westerly Middle School (Baseball Field)	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Bradford Estates	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Craig Field	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

**RFP 2015-011 Athletic Field Maintenance
Cost Proposal**

Company Name: _____ Date: _____

Address: _____ Telephone: _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Gingerella Field	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

Field:	Item	Description	Unit of Measure	Rate per Unit	Times Annually	Total Annual Rates
Cimalore Field	A	Fertilization	Per application	\$	X 6	\$
	B	Aeration	Per service	\$	As needed	\$
	C	Topdressing	Per application	\$	As needed	\$
	D	Herbicides	Per application	\$	X 1	\$

Total \$ _____

Grand Total \$ _____

Appendix A

Bidder Certification Form

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Bidders 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 Westerly Public Schools. 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/RFQ 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 Town of Westerly/Westerly Public Schools Purchasing Department by the time/date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the 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 Town/School locations or which are not present in Town of Westerly/Westerly Public Schools Finance Office at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website 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 website 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, Westerly Public Schools will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) 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 Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated.

Westerly Public Schools is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.

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

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

PUBLIC RECORDS. Offerors are advised that all materials submitted to Town of Westerly/Westerly Public Schools 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 www.westerly.govoffice.com or appearing in person at Westerly Public Schools Finance Office, Mondays through Fridays between 8:30am-3:30pm. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the website.

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 School'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 School) 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 Westerly Public Schools, 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 Westerly Public Schools 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 Town of Westerly/Westerly Public Schools Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF 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. The General Terms and Conditions are incorporated into all Westerly Public Schools contracts.

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 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 Westerly Public Schools.

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 Town/School'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 Manager at the Town of Westerly/Westerly Public Schools.

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

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

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement and submit with your proposal. 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):

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

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

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

___ 4 I/we certify that I/ we will immediately disclose, in writing, to the 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 (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 Purchasing Agent 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 department or an employee of the Town of Westerly/Westerly Public Schools may be disregarded and shall not be binding on the Town of Westerly/Westerly Public Schools.

___ 6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the Town of Westerly/Westerly Public Schools 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 Town of Westerly/Westerly Public Schools 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 Town of Westerly/Westerly Public Schools Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

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

__ 10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<http://www.purchasing.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the Town of Westerly/Westerly Public Schools, 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 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: _____

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

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

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

Vendor's Signature: _____ Bid Number: _____ Date: _____

(Person Authorized to enter into contracts; signature must be in ink) (if applicable)

Print Name and Title of Company official signing offer Telephone Number

Appendix B

DEFINITIONS

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

INSTRUCTIONS FOR PREPARING RI CERTIFIED WEEKLY PAYROLL FORMS

RHODE ISLAND CERTIFIED WEEKLY PAYROLL

STATEMENT OF COMPLIANCE

DEFINITIONS

- A) "Base Hourly Rate of Pay" means the rate of pay identified for the trade as "Rates" on the General Wage Decisions (Davis-Bacon Wage determinations)
- B) "Construction"
- 1) "construction" means construction activity, as distinguished from manufacturing, furnishing of materials or servicing and maintenance work and includes, without limitation, the construction of buildings, structures, improvements of all types and heavy construction work;
 - 2) construction work includes altering, remodeling, demolishing existing structures, installation of items fabricated off-site, painting and decorating, the transporting of materials and supplies to or from the public works site by the employee of the public works contractor or subcontractor consistent with R. I. Gen. Laws § 37-13-7(c).
- C) "Employee" means any person employed by an employer. This definition shall be interpreted consistent with the definition of "employee" under 29 U.S.C. 203(e) and the Fair Labor Standards Act, including any exemptions thereto under said Act applicable to employment in Rhode Island.
- D) "Employer" means any person acting directly or indirectly in the interest of an employer in relation to an employee. This definition shall be interpreted consistent with the definition of "employee" herein and the definition of "employer" under 29 U.S.C. 203(d) of the Fair Labor Standards Act, including any exemptions thereto under said act applicable to employment in Rhode Island.
- E) "Fringe Benefit" means a benefit that is granted by an employer to an employee by company policy that involves a monetary cost such as holiday pay, vacation pay, health insurance, bona fide pension plans, etc. Benefits required by law such as workers compensation, unemployment premiums and matching social security are not considered "fringe benefits" and cannot be used as a credit against the fringe benefit portion of the rate. Authorized fringe benefit credits may be deducted from prevailing wages owed pursuant to Regulation 17.
- F) "Fringe Benefit Credit" means the amount identified as "Fringes" for the trade on the General Wage Decisions (Davis-Bacon Wage determinations).
- G) "Heavy Construction"
- 1) "heavy construction" means those construction projects that are not properly classified as either "building", "highway", or "residential". Projects within the heavy classification are distinguished on the basis of their particular project characteristics, like complex engineering and industrial nature, and separate wage determinations;
 - 2) Examples of heavy construction include, but are not limited to power plants, pipelines, mass transit lines, marine and port facilities, sewage and solid waste facilities, landfills wastewater treatment facilities, sanitary, storm and sewer facilities, water supply facilities, transmission lines, aqueducts, water treatment facilities, desalination plant facilities, dams and reservoirs and the laying of fiber optic cable.

- H) "Independent Contractor" means any natural person, business, corporation or entity of any kind that provides goods or services to another and that does not qualify as an "employee" as provided for herein.
- I) "Prevailing Wage" means the Base Hourly Rate of Pay plus the Fringe Benefit Credit which are listed on the General Wage Decisions (Davis-Bacon Wage Determinations) developed by the U.S. Department of Labor and adopted by the Rhode Island Department of Labor and Training.
- J) "Prevailing Wage Law" means R. I. Gen. Laws § 37-13-1, *et seq.*
- K) "Principal" is a person who has a majority of the ownership of a business, firm or corporation.
- L) "Public Agency" means the State of Rhode Island, any awarding agency or authority of the State of Rhode Island, those agencies listed at R. I. Gen. Laws § 37-13-7(d), any Rhode Island city, town or village or any division of same, or any person or other entity acting on behalf of any public agency as defined herein.
- M) "Public Work"
- 1) "public work" means grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site;
 - 2) "public work" does not include:
 - i) grading, clearing, demolition, improvement, completion, repair, alteration or construction on any public site for which no salary or wages or in kind payments are paid or owed;
 - ii) ordinary maintenance work performed on a regularly scheduled basis (e.g., daily, weekly, monthly, seasonally, semiannually or annually) or on a routine basis to service, check, or replace items or parts that are not broken.
- N) "Public Works Contract"
- 1) "public works contract" means any contract, purchase order, or any other legal agreement, in writing, for any public work or heavy construction on a public site to be performed by a public contractor on behalf of a public agency for a fixed or determinable amount of One Thousand Dollars or more (\$1,000);
 - 2) payments made through contracts with third parties on behalf of a public agency shall be deemed public works contracts if public funds are utilized.
- O) "Public Works Contractor" means the prime contractor, and each and every subcontractor, performing public work or heavy construction on any public works project site.
- P) "Public Works Project" means public work or heavy construction work at any public works site for a public purpose for which the prevailing wage law applies.
-

- Q) "Public Works Site"
- 1) "public works site" means the physical place or places, but not a privately owned residence where the heavy construction or public work called for in the public works contract takes place or will remain and is owned or will be owned by the public agency;
 - 2) the physical place(s) where the public work or heavy construction is to occur also means other adjacent or nearby property used by the public works contractor or subcontractor which can reasonably be said to be included in the public works site;
 - 3) physical place(s) which are not owned by a public agency but which are developed under contract and in anticipation of being owned by a public agency shall be considered a public works site.
- R) "Residential Construction" means projects consisting of single family homes and apartments up to and including four (4) stories.
- S) "Successor in interest" is one who continues to retain the same right, control or interest in a new business, firm, or corporation which purchased or merged with a former business, firm or corporation.
-

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PROFESSIONAL REGULATIONS

RULES AND REGULATIONS RELATING TO PREVAILING WAGES

- 1) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), or any subcontractor performing work on said project, shall be liable for the payment of the applicable Prevailing Wage amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) regardless of whether or not the prevailing wages were listed in the contract between the contractor and the awarding authority of the state or political sub-division, as required by law. The Fringe Benefit Credit amount listed in the applicable General Wage Decisions (Davis-Bacon Wage Determinations) must always be paid in full as either a bona fide Fringe Benefit Credit or cash equivalent or both.
 - 2) Any contractor who has been awarded a contract for a public works project in excess of One Thousand Dollars (\$1,000), shall be liable for the payment of prevailing wages regardless of whether or not a subcontractor may be the primary obligor. The contractor shall ensure that a subcontractor pays the prevailing wage to its employees and otherwise complies with the provisions of R. I. Gen. Laws §§ 37-13-1, *et seq*.
 - 3) Pursuant to R. I. Gen. Laws § 37-13-4, all public works projects shall be done by contract. Before awarding a contract for a public works project, an awarding authority shall first determine from the Department of Labor and Training's website, Debarment List, whether the proposed contractor has been debarred under R. I. Gen. Laws § 37-13-14.1 and shall then disqualify all such debarred contractors. In addition, the awarding authority shall notify all bidders that the Prevailing Wage is required as a condition of the contract.
 - 4) All alleged violations of noncompliance with Chapter 13 of Title 37 of the General Laws of Rhode Island shall be made in writing, and on forms issued by the Department of Labor and Training. The written complaints must be filed with the Department of Labor and Training on the Department's written complaint form within twenty-four (24) months of the completion of the project.
 - 5) For apprentices registered pursuant to R. I. Gen. Laws § 28-45-1, *et seq*, a percentage of the Base Hourly Rate of Pay must be taken in accordance with the scale listed in the apprentice's apprenticeship agreement. If the employee is not registered as an apprentice pursuant to R. I. Gen. Laws § 28-45-1, *et seq*, then the employee must be paid the full Prevailing Wage according to the General Wage Decisions (Davis-Bacon Wage Determinations) for the classification of the work actually performed. Moreover, all general contractors and subcontractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyperson ratio for each trade approved by the Department of Labor and Training. State awarding authorities may determine
-

from the Department of Labor and Training's website, whether all contractors and subcontractors have a registered apprenticeship program. Apprentices found to be working outside of the applicable journey person to apprentice job site ratios shall be paid at the full applicable journey person Prevailing Wage. See Appendix A, Job Site Ratios for Licensed and Unlicensed Trades, Rules and Regulations Relating to Labor Standards for the Registration of Apprenticeship Programs Under Title 28, Chapter 45, Apprentice Programs in Trade & Industry.

- 6) Any proceeding to debar a contractor from bidding on a public works project under the provisions of R. I. Gen. Laws § 37-13-14.1, may be brought against the principals, officers, or successors in interest of such contractor, where such principals, officers or successors in interest are responsible for the violation of the prevailing wage requirements.
- 7) The Department of Labor and Training will be guided by the General Wage Decisions (Davis-Bacon wage determinations) in accordance with R. I. Gen. Laws § 37-13-8.
- 8) In order to comply with R. I. Gen. Laws § 37-13-13, contractors and subcontractors shall execute a fully completed RI Certified Weekly Payroll Form, Appendix A, for each week of work performed on the project and shall 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. However, federal forms may be submitted to the Rhode Island Department of Transportation. If the Department of Labor and Training investigates any contractor awarded a contract from the Rhode Island Department of Transportation, the contractor shall furnish the Department of Labor and Training a fully executed certified payroll on the RI Certified Weekly Payroll Form, Appendix A, within ten (10) days of request. All awarding authorities shall furnish the Department of Labor and Training any requested certified payroll within ten days of request. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section.
- 9) In compliance with R. I. Gen. Laws § 37-13-13, when the general or primary contract is One Million Dollars (\$1,000,000) or more, each contractor or subcontractor shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log, Appendix B, 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, contractors must furnish both the Rhode Island Certified Prevailing Wage Daily Log, Appendix B, together with the Rhode Island Weekly Certified Payroll, Appendix A, to the appropriate awarding authority. The Department of Labor and Training may impose a penalty of up to Five Hundred Dollars (\$500) for each calendar day of noncompliance with this section; mere errors or omissions in the RI Certified Prevailing Wage Daily Log shall not be grounds for imposing a penalty under this section.

- 10) The Director of Labor and Training may enter into consent agreements with contractors and/or subcontractors to resolve all issues under R. I. Gen. Laws §§ 37-13-1, *et seq.*
 - 11) In enforcing the provisions of Chapter 13 of Title 37, when any contractor or subcontractor fails to comply with R. I. Gen. Laws § 37-13-13(a) and (b), the Director of Labor and Training may order an awarding authority to withhold all future payments until such time as the contractor or subcontractor has fully complied. The amount withheld from any subcontractor shall be proportionate to the amount attributed or due the offending subcontractor as determined by the awarding authority.
 - 12) All service and maintenance contracts with the State of Rhode Island or political subdivision thereof shall comply with the provisions of Chapter 13 of Title 37 where the contract price exceeds One Thousand Dollars (\$1,000) and the work includes alterations, installation, repairs or construction. See "Definitions" herein for exceptions.
 - 13) Each contractor awarded a contract with a contract price in excess of One Thousand Dollars (\$1000) for public works, each subcontractor who performs work on public works and each awarding authority awarding any such contract, shall keep those certified weekly payroll records required by R. I. Gen. Laws § 37-13-13 and on the forms set forth in Regulation 8 above, in a safe and secure location for a period of five (5) years from the date such work was performed. Certified weekly payroll records shall be made available to the Director of the Department of Labor and Training within ten (10) days of request to any contractor, subcontractor, or awarding authority.
 - 14) The prevailing rate of wages and payments made to or on behalf of employees, as set forth in Chapter 13 of Title 37, for general contractors and subcontractors, shall be determined as of the date of the awarding of the contract for public works to the general contractor and shall remain effective until such time as those rates are modified pursuant to R. I. Gen. Laws § 37-13-8.
 - 15) The Department of Labor and Training, in making its investigation and determination of prevailing wages pursuant to R. I. Gen. Laws § 37-13-8, shall not determine or address jurisdictional disputes between trade or trades.
 - 16) All alleged violations of non-compliance with Chapter 13 of Title 37 filed with the Department of Labor and Training shall include information sufficient to establish a prima facie claim, and the Department may reject any complaint that does not establish such claim. This information shall include, but shall not be limited to: evidence of the actual work performed by the employee(s) involved in the complaint; the location(s) and the exact date(s) the work in question was performed; verification of the funding source; and evidence that the correct prevailing wage was not in fact received.
 - 17) The Director of Labor and Training hereby adopts the United States Department of Labor's definition of bona fide fringe benefit credits. These benefits may include medical or hospital coverage, life insurance, disability insurance (not
-

workers' compensation), pension, 401k, apprentice costs (books, tuition) or holiday, sick, vacation/personal time. State mandated unemployment insurance, travel, gas reimbursement, company vehicle, uniforms and discretionary bonuses are not bona-fide fringe benefits. In addition, in order for the plan to be acceptable, the following stipulations must be met:

- Contributions must be irrevocable and for the employee's benefit;
- Contributions must be made regularly and at least on a quarterly basis;
- Contributions must not be required by law (i.e.: taxes, workers' compensation, social security, etc.);
- Contributions made for fringe benefit plans for prevailing wage work may not be used to fund the plan for periods of non-prevailing wage work;
- The amount of contributions for fringe benefits must be paid irrevocably to a trustee or third party.

If the fringe benefits are anticipated to be paid from general assets of the contractor (ex. holidays, sick and vacation days, profit sharing, etc.), the contractor must set aside, in an escrow account the amount of money the contractor plans to claim as a fringe benefit credit for the prevailing wage project. For example, if a contractor wants to claim credit for 10 paid holidays per year, the contractor must calculate the amount that will be paid (10 holidays x 8 hours x \$10/hour = \$800) and place those funds in an escrow account. In the event that an employee leaves the company before the end of the calendar year and prior to the completion of the project, any remaining escrowed funds must be paid to the employee. The allowable hourly credit must be determined separately and documented for each employee since the credit is based on figures that will usually vary for each individual, depending on their benefit contribution amount, type of benefits, hours worked, etc. In addition, only the employer's contribution toward a benefit may be used to calculate the allowable hourly credit.

- 18) Owners, supervisors, or foremen performing manual work on the public works site must be documented as employees on the contractor's RJ Certified Weekly Payroll Form, Appendix A, which must show payment of the applicable prevailing wage rate.
 - 19) Pursuant to R. I. Gen. Laws § 37-13-10, overtime shall be calculated on the Base Hourly Rate of Pay listed in the General Wage Decisions (Davis-Bacon Wage Determinations) and not the Fringe Benefit Credit amount. The full Fringe Benefit Credit amount listed in the General Wage Decisions (Davis-Bacon Wage Determinations) must be added to the adjusted Base Hourly Rate of Pay.
-

20) Pursuant to R.I. Gen. Laws §§ 37-13-2 and 37-13-3.1, all general contractors and subcontractors who bid and/or perform work on state public works projects valued at One Million Dollars (\$1,000,000) or more shall employ apprentices and shall be subject to the following provisions:

A) Bidding

- i) Pursuant to R. I. Gen. Laws § 37-13-2, any person, firm, or corporation bidding on a state public works contract ("general contractor") valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to bidding on a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach said form to his/her application to bid and submit to the awarding authority.
- iv) No contract award for a state public works contract valued at One Million Dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

B) Awarding

- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, all general contractors who perform work on any public works contract awarded by the state and valued at One Million Dollars (\$1,000,000) or more shall certify their ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
- ii) If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Rule 5 herein.
- iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, the general contractor who will perform the work shall re-certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Re-Certification and Certification Form. The general contractor shall meet one of the qualifications identified in Part A of said form.

- iv) The general contractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the "non-performance" qualification of Part A of said form. Whether the general contractor or its subcontractors are performing work on the project, the general contractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. General contractors shall submit said form to the awarding authority.
 - v) No contract award shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Re-Certification and Certification Form.
- C) Awarding & Subcontractors
- i) Pursuant to R. I. Gen. Laws § 37-13-3.1, any subcontractor who performs work on any public works contract awarded by the state and valued at One Million Dollars (\$ 1,000,000) or more shall certify its ability to perform the contract by meeting the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1.
 - ii) If subcontractors employ apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10 in order for subcontractors to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to Regulation 5 herein.
 - iii) Prior to the award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, all subcontractors who will perform work on the project shall certify compliance with the apprenticeship requirements by fully executing a Subcontractor Apprenticeship Certification Form. The subcontractor shall meet one of the qualifications identified in Part A of said form.
 - iv) The subcontractor who will perform work on the state public works project only through the use of subcontractors shall certify compliance with the apprenticeship requirements by completing the "non-performance" qualification of Part A of said form. Whether the subcontractor or its subcontractors are performing work on the project, the subcontractor shall certify that the subcontractors performing work on the project are in compliance with the apprenticeship requirements set forth in R. I. Gen. Laws § 37-13-3.1 by completing Part B of said form. Subcontractors shall submit said form to the general contractor and/or hiring subcontractor for submission to the awarding authority.
 - v) For state public works contracts valued at One Million Dollars (\$1,000,000) or more, no general contractor and/or subcontractor shall
-

hire any subcontractor who fails to submit a fully executed and truthful Subcontractor Apprenticeship Certification Form.

- vi) For subcontractors hired after contract award of a state public works contract valued at One Million Dollars (\$1,000,000) or more, said subcontractors shall submit said apprenticeship certification form to the general contractor and/or hiring subcontractor prior to or at the time of hiring.

D) Cancellation of Award; Penalties and Enforcement Proceedings

- i) Pursuant to R. I. Gen. Laws § 37-13-16, an awarding authority may cancel an award if apprentice wages are paid to apprentices who are not subject to an apprenticeship agreement as defined by R. I. Gen. Laws § 28-45-10.
 - ii) Pursuant to R. I. Gen. Laws § 37-13-12.4, general contractors and subcontractors determined to be in violation of these regulations shall be subject to fines and penalties.
 - iii) Pursuant to R. I. Gen. Laws §§ 37-13-14.1(a) and (d) and (f), general contractors and subcontractors determined to be in violation of these regulations shall be subject to enforcement proceedings.
-

Instructions for Preparing RI Certified Weekly Payroll Forms

Certified Payroll Heading:

Employer name & address: Enter name, address, phone number and e-mail of General Contractor and Sub-contractor (if applicable).

Week Ending: Enter Week ending date.

Project: Enter the name and location of the Prevailing Wage project.

Wage Decision Number: Enter the applicable Wage Decision number. This number is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Date of Decision: Enter the date of the Wage Decision that applies to the project. This date is found on the top of the first page of the Davis Bacon Prevailing Wage Rate schedule that applies to the project.

Payroll Information by column:

1. Employee Name, Address & Phone Number: Enter the name, address & phone number of all employees working on the project.
 2. Work Classification: Enter the specific work classification from the Davis Bacon Prevailing Wage Rate schedule that applies to the specific type of work each employee is performing on the project. If an employee performs more than one trade, each classification and corresponding hours worked and rates must be listed separately. For indentured apprentices, indicate the percentage they are being paid at in accordance with the rate scale of their specific apprenticeship agreement.
 3. Date: List dates under corresponding day of week that work is performed.
 4. Hours Worked: List hours worked for each day. All hours (both prevailing wage and non-prevailing wage) must be listed. Prevailing Wage standard hours must be listed under P.S., Prevailing Wage overtime hours must be listed under P.O., Regular hours (non-prevailing wage) must be listed under R.H. and Regular (non-prevailing wage) overtime hours must be listed under R.O.
 5. Total Hours: List on each line total number of hours worked for entire week for each type (P.S., P.O., R.H., R.O.) of hours worked. For companies working multiple Prevailing Wage jobs in one week; Additional Prevailing Wage standard hours for all other prevailing wage projects may be listed as A.P.S.; Additional Prevailing Wage overtime hours for all other prevailing wage projects may be listed as A.P.O.; Additional Prevailing Wage standard hours & overtime hours for all other projects may be merged and listed under A.P.S. or A.P.O. *Note: The RI Weekly Certified Payroll form is available in Microsoft Excel for download. This form will allow you to add two rows under P.S. & P.O. and label those two rows as A.P.S. & A.P.O.
 6. Hourly Pay Rate: List amount of pay per hour paid to each worker. This is the hourly rate actually paid in each individual's paycheck.
 7. Hourly Fringe Rate: List the hourly fringe benefit credit the employer is taking for each employee. *Note: The type of bona fide fringe benefits must be specifically listed on the RI Statement of Compliance form.
 8. Gross Wages: The gross amount of wages paid to each employee must be listed.
 9. Deductions: List deductions in applicable areas. *Note: Any amounts indicated in the "other" column must be specifically listed.
 10. Net Wages: The net amount of wages paid to each employee must be listed.
-

STATEMENT OF COMPLIANCE

I, _____ do hereby state.
(print name and title of signatory party)

(1) That I pay or supervise the payment of the persons employed by: _____
(contractor or subcontractor)
on the _____; that during the payroll period commencing on the _____ of _____
(project) _____, 20____, and ending on the _____ of _____, 20____
(month) _____ *(year)* _____ *(day)* _____ *(month)* _____ *(year)* _____

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____
(contractor or subcontractor)
from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Rhode Island General Law Chapter 29-14.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in the appropriate wage determination for the project; that the classifications set forth therein for each laborer or mechanic conform with the work they performed

(3) That the apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with the Rhode Island State Apprenticeship Council.

(4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS
In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made when due, to appropriate programs for the benefit of such employees.

Fringe Benefits Explanation: Bona fide fringe benefits are those paid to approved plans, funds or programs except those required by Federal or State Law. Please specify the type of benefits provided:

- 1.) Medical or hospital care: _____
- 2.) Pension or Retirement: _____
- 3.) Life Insurance: _____
- 4.) Disability: _____
- 5.) Vacation, sick, holiday: _____
- 6.) Other (please specify): _____

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the rate schedule.

(5) In accordance with Chapter 37-13-13, it is mandatory that contractors use these forms for all Rhode Island Department of Labor requests for certified copies of payroll. Failure to submit information on these forms will constitute non-compliance by the responding contractor. These forms must be signed by the owner or an officer of the corporation, certifying that this is a true and exact copy of their payroll records

SIGNATURE OF OWNER OR OFFICER OF CORPORATION	PRINT NAME & TITLE	DATE
My signature hereon constitutes my affirmation that the information contained herein is true and accurate regarding the number of employees participating on the prevailing wage project, the prevailing wage standard hours each employee worked, prevailing wage overtime hours, regular hours and overtime hours for each employee as well as the gross wages and/or fringe benefits for each employee. I have confirmed and attest that all the information contained in this document is correct and I understand and acknowledge by my signature that if I provide any inaccurate information on this form, I may be subject to civil penalties and/or referral to the Rhode Island Attorney General for criminal prosecution.		

Appendix C

Independent Contractor Designation Form

State of Rhode Island, Department of Labor and Training, Division of Workers' Compensation
P.O. Box 20190, Cranston, RI 02920-0942
Phone (401) 462-8100 TDD (401) 462-8084 www.dlt.ri.gov

NOTICE OF DESIGNATION AS INDEPENDENT CONTRACTOR PURSUANT TO RIGL §28-29-17.1

PLEASE READ OTHER SIDE

WARNING

No one can force you to sign this form. When you sign this form you are stating that you are an independent contractor and in the event of injury, are not entitled to workers' compensation benefits.

* (Name) _____ Soc. Sec. No. _____

* Business Name _____ FEIN _____

_____ Business License No. _____

Address _____ Date of Birth _____

I declare that I am an independent contractor pursuant to RIGL §28-29-17.1 and, therefore, I am not eligible for nor entitled to Workers' Compensation benefits pursuant to Title 28, Chapters 29-33, of the Workers' Compensation Act of the State of Rhode Island for injuries sustained while working as an independent contractor for the hiring entity named below. This designation will remain in effect while performing services for the named hiring entity or until a withdrawal of designation as independent contractor form is filed with the Department of Labor and Training.

* Hiring Entity Name _____ Soc. Sec. No. _____

_____ FEIN _____

* Address _____ Business License No. _____

Warning! This form is for purposes of Workers' Compensation only and completion of this form does not mean that you are an independent contractor under the rules, regulations or statutes of the Internal Revenue Service or the RI Division of Taxation. Information on this form will be shared within the Dept. of Labor and Training, the RI Division of Taxation and the Internal Revenue Service.

Independent Contractor:

Signature

Date

A hiring entity that knowingly assists, aids and abets, solicits, conspires with or coerces an employee to misrepresent the employee's status as an independent contractor may be subject to criminal prosecution under RIGL §28-33-17.3.

* This information is available to the public including the Hiring Entity's Workers' Compensation Insurance Carrier.

The Department will mail a confirmation of this filing to the independent contractor within five business days. If you have any questions, call 462-8100, option 5.

DWC-11-IC (3/2006)

DWC-11-IC Reverse Side

This is a form DWC11-IC, Designation of Independent Contractor. This means that you have stated that you are an independent contractor NOT an employee and are NOT eligible for Workers' Compensation benefits.

Many factors are considered when determining whether someone is an employee or an independent contractor. Some of those factors are: independent contractors set their own work hours, have their own tools and work when and for whom they choose.

An employer generally does not have to withhold or pay any taxes on payment to independent contractors, such as social security, Medicare, unemployment and Temporary Disability Insurance (TDI).

This form is for purposes of Workers' Compensation, and completion of this form does not mean that you are considered an Independent Contractor under the rules, regulations or statutes of the Internal Revenue Service or the R.I. Division of Taxation.

SHOULD YOU HAVE ANY QUESTIONS ABOUT WHETHER YOU ARE AN INDEPENDENT CONTRACTOR OR AN EMPLOYEE, PLEASE CONTACT THE RI DIVISION OF TAXATION AT (401) 222-3682, OR THE US GOVERNMENT INTERNAL REVENUE SERVICE AT 800-829-1040.

IF YOU FEEL YOU HAVE BEEN COERCED OR FORCED TO SIGN THE INDEPENDENT CONTRACTOR FORM, REPORT THIS TO THE WORKERS' COMPENSATION FRAUD AND COMPLIANCE UNIT AT (401) 462-8100, option 7.

When your work as an independent contractor ends with this employer, complete and return the form titled Notice of Withdrawal of Designation as Independent Contractor, DWC-11-ICR, to the Dept. of Labor and Training, Division of Workers' Compensation.

If you have a question, contact the Division of Workers' Compensation at (401) 462-8100, option 5. For further information, contact the Workers' Compensation Information Line at (401) 462-8100, option 1.