TOWN OF WESTERLY
WESTERLY PUBLIC SCHOOLS

Public Bid
2016-019 Custodial Supplies

March, 2016

INVITATION TO BID

Separate sealed bids will be received by the **Westerly Public Schools, OF WESTERLY, RHODE ISLAND** for **2016-019 Custodial Supplies** on or before 2:00 **p.m**. on**, Monday, April 18th, 2016** at the office of the Purchasing Agent (Finance Office), 23 Highland Avenue, Westerly, RI and at that time will be opened and read in public. The School seeks to issue a blanket order(s) for custodial supplies from July 1, 2016-June 30, 2017.

Specifications may be obtained at the Finance Office, 23 Highland Avenue, Westerly, RI between the hours of 8:00 a.m. and 3:30 p.m. **Monday through Friday** and are available on the Town of Westerly/Westerly Public Schools website, **www.westerly.k12.ri.us** or **www.westerly.govoffice.com.**

All bids must be submitted on the bid form provided, and clearly marked:

Sealed Bid
2016-019 Custodial Supplies

Bids must be enclosed in an opaque envelope addressed to "Finance Office, Attention: Carol A. Avery, Accounting Asst., 23 Highland Avenue, Westerly, RI 02891" bearing the name and address of the bidder.

No bidder may withdraw his/her bid within ninety (90) days after the scheduled closing time for receipt of bid.

Westerly Public Schools reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of Westerly Public Schools. We also reserve the right to award to several bidders.

Individuals requesting interpreter services for the hearing impaired must notify 401-315-1535 seventy-two hours in advance.

Westerly Public Schools does not discriminate on the basis of age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations.

Carol A. Avery
Accounting Asst.
Westerly Public Schools

STANDARD INSTRUCTIONS TO BIDDERS

WESTERLY PUBLIC SCHOOLS
FINANCE OFFICE

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the Finance Office, 23 Highland Avenue, Westerly, RI 02891 until the time indicated on the advertisement for Bids, for the commodities, equipment or services designated in the specifications and will then be publicly opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions or contain irregularities of any kind, may be rejected.

3. Submission of Bids

a. Envelopes containing bids must be sealed and addressed to the Finance Office, Attention: Carol A. Avery, Accounting Asst., 23 Highland Avenue, Westerly, RI 02891 and must be marked with the name and address of bidder, date and hour of opening, and name of bid.

b. The Purchasing Agent will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.

c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.

d. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.

e. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

f. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

5. Terms

Cash discounts offered will not be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Westerly Public Schools, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered.

6. Rhode Island Sales Tax

The School is exempt from the payment of RI Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 Para..1, as amended.

7. Federal Excise Taxes

The School is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

8. "Or Equal" Bidding

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Equal" this description is used to indicate quality, performance and other essential characteristics of the article required.

If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that the intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of Westerly Public Schools or by person or persons designated by him, that his/her designated

substitute is equal to the bid standard: otherwise, his/her bid will be declared "No Bid" insofar as the item in question is concerned.

9. Award and Contract

Unless otherwise specified, Westerly Public Schools reserves the right to make award by item or items, or by total, as may be in the best interest of the School. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by School Purchase Order shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. Award is contingent upon availability of funds.

10. Delivery

All prices must be on the basis of F.O.B. Delivery Point Westerly, Rhode Island. The bid prices must include delivery and shipping to the individual schools. No additional shipping, handling, or fuel surcharge costs will be honored by the School. Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or be acceptable without a written Purchase Order issued by the School Purchasing Agent.

11. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term "vendor" shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to Westerly Public Schools pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The Town of Westerly is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the School with goods and services necessary for routine and emergency operations. Westerly Public Schools will not discriminate against vendors as entities, or individual employees thereof on any legally-recognized basis included, but not limited to age, color, gender, national origin, race, religion, sexual orientation, marital status, physical or mental disability, Veteran's status, pregnancy, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

12. Schools Right to Reject

Westerly Public Schools reserves the right to reject any and all proposals, to waive any informality in the proposals received and to accept the proposal deemed to be most favorable to the best interests of the School.

Terms and Conditions
2016-019 Custodial Supplies

No offer will be considered that is not accompanied by the attached Bidder Certification Form completed and signed by the offeror.

THIS BID WILL NOT BE HONORED UNLESS SIGNED
DOCUMENTS MISDIRECTED TO OTHER LOCATIONS OR WHICH ARE NOT PRESENT IN THE SCHOOL'S PURCHASING DEPARTMENT AT THE TIME OF OPENING FOR WHATEVER CAUSE WILL BE DEEMED TO BE LATE AND WILL NOT BE CONSIDERED. FOR THE PURPOSE OF THIS REQUIREMENT, THE OFFICIAL TIME AND DATE SHALL BE THAT OF THE TIME THE SCHOOL'S PURCHASING DEPARTMENT RECEIVES IT POSTMARKS SHALL NOT BE CONSIDERED PROOF OF TIMELY SUBMISSION.
FAILURE TO COMPLETE FORM AS INSTRUCTED MAY BE GROUNDS FOR "DISQUALIFICATION".

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

DELIVERY AS REQUESTED
BLANKET REQUIREMENTS: 7/1/16-6/30/17

Pricing must be a delivered price.
Vendor must stock the majority of the products they bid on. Order deliveries should be no later than 5 days for stock items and 7 days for non~stock **items from date of order.**
Bid to be awarded item by item or total low. Depending on what is in the best interest of the School.
NO READING
DUE TO THE LENGTH OF BID AND TIME RESTRAINTS, THE SCHOOL WILL ACKNOWLEDGE RECEIPT AND READ NAMES OF VENDORS SUBMITTING PROPOSALS ONLY. NO EXAMINATION OF DOCUMENTS OR PRESENTATION OF INFORMATION CONTAINED IN THE PROPOSALS WILL BE MADE AVAILABLE AT THE BID OPENING.
SPECIFICATIONS
ALL DIFFERENCES BETWEEN THE SCHOOL'S REQUIREMENT AND EACH VENDOR'S BID MUST BE CLEARLY NOTED, (size, quantity etc.) ITEM BY ITEM. IF NO DIFFERENCES ARE NOTED, BID WILL BE CONSIDERED EXACT.
IF THE ITEM BEING BID IS OTHER THAN BRAND/MODEL SPECIFIED, BIDDERS MUST INCLUDE

LITERATURE FOR THE ITEMS THEY ARE BIDDING. ITEMS IN CATALOGS MUST BE CLEARLY MARKED AND PAGES TABBED.

ORDERING

(A) THE SCHOOL WILL SUBMIT INDIVIDUAL ORDERS FOR THE VARIOUS ITEMS AND VARIOUS QUANTITIES AS MAY BE REQUIRED DURING THE AGREEMENT PERIOD.

(B) EXCEPTION- REGARDLESS OF ANY AGREEMENT RESULTING FROM THIS BID, THE SCHOOL RESERVES THE RIGHT TO SOLICIT PRICES **SEPARATELY FOR ANY EXTRA LARGE REQUIREMENTS FOR DELIVERY TO SPECIFIC DESTINATIONS.**

QUANTITIES

QUANTITIES, IF ANY, ARE ESTIMATED ONLY. THE AGREEMENT SHALL COVER THE ACTUAL QUANTITIES ORDERED DURING THE PERIOD.

DELIVERIES

DELIVERIES WILL BE BILLED AT THE SINGLE, FIRM, AWARDED UNIT PRICE QUOTED REGARDLESS OF THE QUANTITIES ORDERED.

NO ORDERS ARE TO BE FILLED/SHIPPED TO SCHOOLS WITHOUT A SIGNED PURCHASE ORDER

Bid # and Name_____

BUSINESS NAME: _____

ADDRESS: _____

_____

SIGNED: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

E-MAIL: _____ FIN: _____
(Federal ID Number)

Receipt of Addendum(s) _____

Completed and submitted Appendix A_____

If awarded, Certificate of Insurance to be issued with Westerly Public Schools as Certificate Holder _____Yes _____No per bid specifications.

Did you deviate from the specifications in any way YES_____ NO_____
(If yes, you must submit a detailed description of all deviations so that your product or service can be properly evaluated.)

Bidder: _____
(Printed name)

By: _____
(Signature and Title)

EXCEPTION TO MINIMUM SPECIFICATIONS:

Company:

By:

Appendix F

Bidder Certification Form

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

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with 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 the Westerly Public Schools, Finance Office, Attention: Carol A. Avery, 23 Highland Avenue, Westerly, RI 02891 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 School locations or which are not present in the 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 the Town/School 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 the 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 the 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.

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

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

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

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SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the 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 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/rulesAndRegu lations.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 Westerly Public Schools may be disregarded and shall not be binding on 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 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 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 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 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 #l- 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
DIVISON 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 journeyperson to apprentice job site ratios shall be paid at the full applicable journeyperson 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 therefore 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 locations(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 RI 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.

RI Department of Labor and Training - Division of Workforce Regulation & Safety
Professional Regulation Unit/Prevailing Wage Section
1511 Pontiac Avenue Building 70, P.O. Box 20247 Cranston, RI 02920-0943

Rhode Island Certified Weekly Payroll

Contractor: _____ Subcontractor: _____
Address: _____ Address: _____
City/Town: _____ State: _____ Zip: _____ City/Town: _____ State: _____ Zip: _____
Phone #: _____ Email: _____ Phone #: _____ Email: _____
For Week Ending: _____ Project/ Location: _____ Wage Decision #: _____ Decision Date: _____

Name, Address and Phone Number of Employee	Work Classification / Apprentice %	Date:	S	M	T	W	T	F	S	Total Hrs	Hourly Rate	Hourly Fringe Benefit	Gross	Deductions: Social Security	Medi-care	Withhel: Federal	Withhel: State	RI TDI	*Other	Net
			Hours Worked Each Day																	
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		R.H.																		
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		R.O.																		
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		P.O.																		
		R.H.																		
		R.O.																		
		P.S.																		
		P.O.																		
		R.H.																		
		R.O.																		

Legend: P.S.=Prevailing Wage Standard Hours P.O.=Prevailing Wage Overtime Hours R.H.=Regular Hours R.O.=Regular Overtime Hours

*Note: Deductions reported in the "other" column must be listed.

DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

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) *(day)*

_____, 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 28-14.

(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: _____ 4.) Disability: _____

2.) Pension or Retirement: _____ 5.) Vacation, sick, holiday: _____

3.) Life Insurance: _____ 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.

DLT is an equal opportunity employer/program. Auxiliary aids and services available upon request. TTY via RI Relay: 711

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 29-38, 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 <u>only</u> 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 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.