



Rhode Island Airport Corporation

October 16, 2017

**Invitation for Bid. 26403
Police Winter and Summer
Uniforms and Accessories
T. F Green Airport**

The Rhode Island Airport Corporation (RIAC) is seeking bids for police winter and summer uniforms and accessories. Contract award and Professional Services Agreement shall be for a one (1) year with two (2) subsequent one-year extensions at RIAC's sole discretion.

Due date for bids is no later than 2:00PM EDT, November 6, 2017, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked "IFB No. 26403 – Police Uniforms". RIAC will not accept electronic bid submissions (email, web, fax, etc.) or late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

Questions related to this solicitation may be submitted to procurement@pvdairport.com no later than 4:00PM EDT, October 23, 2017. Direct contact with RIAC staff is strictly prohibited unless submitted in writing to procurement@pvdairport.com. RIAC may issue an addendum by end of day EDT, October 24, 2017 to respond to any relevant questions raised by potential bidders. This addendum will be posted to <https://www.pvdairport.com/corporate/procurement> and <https://www.purchasing.ri.gov>.

Delivery is required within seven (7) calendar days from receipt of purchase order unless otherwise agreed upon in writing by RIAC, to Rhode Island Airport Corporation, T. F. Green Airport, 2000 Post Road, Warwick, RI 02886. All prices quoted are to be FOB delivery location. RIAC is tax exempt and a certificate will be supplied as required.

SPECIFICATIONS

Uniforms are provided for by RIAC to employees under a collective bargaining agreement.

A. WINTER AND SUMMER DRESS UNIFORMS

The following police winter and summer dress uniforms are included in Section A of the bid specification, with the understanding that RIAC shall award all items under Section A to one lowest responsive and responsible bidder.

1. This specification covers **Winter Dress Shirts** as described herein.

1.1 CLASSIFICATION AND SCOPE:

Material:

55% Dacron polyester/45% wool; 14 oz. Gabardine two ply warp, two ply filling.

Color:

Dark Charcoal Grey.

Sizes:

As specified by agency.

1.2 REQUIREMENTS:

Style:

Long sleeve, body fitting to neck. Collar regulation stitched band and reinforced with single button closure. Collar points to be 3" long. Sleeves to have double reinforced elbows and two button cuffs. 3 pointed yoke, two pleated patch pockets with scalloped flaps. Shoulder epaulets made of the same material as the shirt body and shall be trimmed with 3/8" royal blue piping with a dark charcoal fabric center. Shirts must have eyelets for badge. Gold police buttons to be used on shoulder epaulets and pocket flaps for officer ranks, sergeant and above and silver for patrol officers. The Rhode Island Airport Police Patch shall be sewn on the left sleeve and the United States Flag on the right sleeve.

Workmanship:

Shirts shall be first quality, free from any defects affecting appearance or serviceability.

Special Requirements:

Insignia patches shall be furnished by RIAC and sewn on at time of issue. Measurements and fittings are to be done by vendor.

2. This specification covers **Winter Dress Trousers** as described herein.

2.1 CLASSIFICATION AND SCOPE:

Material:

55% Dacron polyester/45% wool, 14oz. Gabardine, two-ply warp, two-ply filling.

Color:

Dark Charcoal Grey.

Sizes:

As specified by agency:

2.2 REQUIREMENTS:

Style:

The trousers shall be made using a uniform pattern, having a plain front with two side pockets and two back flap pockets.

Pockets:

The side pockets shall have a minimum opening of 6 1/4" and measuring from the top of the opening to the bottom of the pocket measures approximately 13". the back pocket opening is to be 5 1/2" wide and 7" deep.

Pocketing:

All pocketing shall be 50% cotton/50% polyester black colored twill with PRES-TU-LAST finish. The side pocketing shall be 72 x 60 count with a 96 x 60 count reinforced area.

Waistband:

The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bar tacked for stability. The waistband curtain shall have Snugtex and shall be 50% cotton/50% polyester twill with PRES-TU-LAST finish, the color being compatible outer goods, and shall be attached with a rocap machine.

Outlet:

The trousers are to be made with a tacked down "Browne" outlet with a minimum 2" allowance for easy alteration.

Inside Trim:

The right fly lining and crotch lining shall be of the same fabric and color as the waistband curtain. The right fly lining shall be sewn to left fly below the zipper. The inside left fly shall be serged to each front. A separate French Fly made of the outer fabric shall be sewn to the inside right fly.

Belt:

There shall be a minimum of 7 belt loops, 6 of which are to measure 1 7/8" and 1 center back loop 3/4" wide. Except for the back loop which shall be tacked on, all loops are to be sewn into the bottom of the waistband and into the rocap and shall accommodate a 1 3/4" belt.

Zipper:

The trousers shall be closed with a Talon 42 memory lock zipper that has been treated for PRES-TU-LAST finishing. At the bottom of the fly for stability of straight bar tack shall be sewn through the zipper.

Seaming:

The entire trouser is to be seamed with polyester core thread and the seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trousers are to be serged.

2.3 SPECIAL REQUIREMENTS:

Outer pants legs to have black Myla-Twist Braid 1 inch wide, with royal/blue center extending from waistline to bottom. Color fast, pre-shrunk. Individual measurements and fittings are to be furnished by vendor.

Finishing & Pressing:

The trousers shall be made in a first class workmanlike manner with loose threads removed. They must be pressed completely and properly. Side seam, inseam, waistband seam and seat seam are to be pressed open. There must be a Texpak clip attached to the top fly.

Size Tags:

The trousers must be marked with lot number, size, fiber content, and WPL number, a care instruction label sewn in.

3. This specification covers **Summer Dress Shirts** as described herein.

3.1 CLASSIFICATION AND SCOPE:

Material:

55% Dacron polyester/45% wool; 10-10 ½ oz. tropical Gabardine; three ply warp, three ply filling.

Color:

Dark Charcoal Grey.

Sizes:

To be furnished by agency.

3.2 REQUIREMENTS:

Style:

Short sleeve body fitting to neck, open collar, regulation stitched band and reinforced with single button closure. Collar points to be 3" long. Short sleeves. 3 pointed yoke, two pleated patch pockets with scalloped flaps. Shoulder epaulets made of the same material as the shirt body and shall be trimmed with 3/8" royal blue piping with a dark charcoal center. Shirts to have eyelets for badge. Gold police buttons to be used on shoulder epaulets and pocket flaps for officer ranks, sergeant and above and silver for patrol officers. The Rhode Island Airport Police Patch shall be sewn on the left sleeve and the United States Flag on the right sleeve.

Workmanship:

Shirts shall be first quality, free from any defects affecting appearance or serviceability.

Special Requirements:

Insignia patches shall be furnished by RIAC and sewn on at time of issue. Measurements and fittings are to be done by vendor.

4. This specification covers **Summer Dress Trousers** as described herein.

4.1 CLASSIFICATION AND SCOPE:

Material:

55% Dacron polyester/45% wool, summer weight Gabardine, three ply warp, three ply filling 10-10 ½ oz. tropical.

Color:

Dark Charcoal Grey.

Sizes:

As specified by agency.

4.2 REQUIREMENTS:

Style:

The trousers shall be made using a uniform pattern, having a plain front with two side pockets and two back flap pockets.

Construction:

The side pockets shall have a minimum opening of 6 1/4" and measuring from the top of the opening to the bottom of the pocket measures approximately 13". The back pocket opening is to be 5 ½" wide and 7" deep.

Pocketing:

All pocketing shall be 50% cotton/50% polyester back colored twill with PRES-TU-LAST FINISH. The side pocketing shall be 72 x 60 count reinforced area.

Waistband:

The waistband shall be 2" wide and shall be closed with a crush-proof hook and eye, the eye being bar tacked for stability. The waistband curtain shall have Snugtex and shall be 50% cotton/50% polyester twill with PRES-TU-LAST FINISH, the color being compatible with outer goods, and shall be attached with a rocap machine.

Outlet:

The trousers are to be made with a tacked down "Browne" outlet with a minimum 2" allowance for easy alteration.

Inside Trim:

The right fly lining and crotch lining shall be of the same fabric and color as the waistband curtain. The right fly lining shall be sewn to left fly below the zipper. The inside left fly shall be reinforced with pellow. The crotch lining shall be serged to each front. A separate French Fly made of the outer fabric shall be sewn to the inside right fly.

Belt:

There shall be a minimum of 7 belt loops, 6 of which are to measure 1 7/8" and one (1) center back loop 3/4" wide. Except for the back loop which shall be tacked on, all loops are to be sewn into the bottom of the waistband and into the rocap, and shall accommodate a 1 3/4" belt.

Zipper:

The trousers shall be closed with Talon 42 memory lock zipper that has been treated for PRES-TU-LAST finishing. At the bottom of the fly for stability a straight bar tack shall be sewn through the zipper tape.

Seaming:

The entire trouser is to be seamed with polyester core thread and the seat seam shall be stitched with a tandem needle seat seaming machine. All exposed inside seams of the trousers are to be serged.

4.3 SPECIAL REQUIREMENTS:

Outer pants legs to have black nyla-twist braid one (1) inch wide with royal blue center extending from waistline to bottom. Color fast, pre-shrunk. Individual measurements and fittings are to be furnished by vendor.

Finishing & Pressing:

The trousers shall be made in a first class workmanlike manner with loose threads removed. They must be pressed completely and properly. Side seam, inseam, waistband seam and seat seam are to be pressed open. There must be a texpak clip attached to the top fly.

Size Tags:

The trousers must be marked with lot number, size, fiber content, and WPL number, a care instruction label sewn in.

5. This specification covers **Dress Hat** as described herein.

- 5.1 Manufacturer: Keystone (or equivalent), Style R13PD HAT 8199-179, Color: Oxford Grey Top with Removable Band 420-19 and 333-Black with either:
- Silver Mylar Hat Strap Silver "P" Buttons and 2" Visor (Patrolman)
 - Gold Mylar Hat Strap Gold "P" Buttons and 2" Visor (Supervisors)

NOTE: All bidders must include a sample of each item under Section A with Bid Response. Bid submissions received without samples will be deemed non-responsive.

WARRANTY

The items in Section A shall be guaranteed to be free from defects in materials and workmanship, given normal use and care. The defective or failing items will be repaired and/or immediately replaced for any defective or failing items, at no charge to RIAC.

B. ACCESSORIES AND EQUIPMENT

The following police accessories and equipment are included in Section B of the bid specification, with the understanding that bidding on these items can be separate and apart from the aforementioned Section A. RIAC may make multiple awards for the items under Section B, selecting multiple vendors to provide the items desired. A decision to make multiple awards in this Bid, however, is an option reserved by RIAC, based on the needs of RIAC.

1. 5.11 Tactical Short Sleeve Shirt (or equivalent), Style: TacLite, Color: Black. Bid price to include application of Insignia patches and epaulets, provided by RIAC.
2. 5.11 Tactical Long Sleeve Shirt (or equivalent), Style: TacLite, Color: Black. Bid price to include application of Insignia patches and epaulets, provided by RIAC.
3. 5.11 Tactical Pant, Style TacLite (or equivalent), Color: Black.
4. 5.11 Tactical Bike Patrol Polo (or equivalent), Short Sleeve Shirt. Color yellow and black. Bid price to include application of insignia patches provided by RIAC.
5. Safariland ALS/SLS Level III Mid Ride Duty Holster for Glock Model 22 and 23 Plain Black Finish (or equivalent).
6. Safariland Safarilaminated Double Magazine Holder, MFG# 77 (or equivalent).
7. Safariland Handcuff Pouch Open Top Formed, MFG# 090H (or equivalent).
8. Smith & Wesson Handcuffs, Model 100P, Nickel (or equivalent).
9. Streamlight Stinger Rechargeable Flashlight w/ AC and DC charger (or equivalent).
10. Safariland Sam Brown Belt, plain black with 4 row stitching. Keeper system or Velcro Inner/Outer System (or equivalent).
11. Blauer IKE-Length Reversible Wind Breaker Blauer, Model #6045 (or equivalent).
12. Blauer Mid-weight Cruiser Jacket with CrossTech Fabric and quilted lining, Model # 9910Z (or equivalent).
13. Liberty ANSI III Reversible Rain Jacket Black/Lime Green (or equivalent).
14. Safariland Mini Flashlight Carrier for Streamlight Stinger Flashlight, MFG # 306 (or equivalent).
15. SABRE RED Crossfire Gel (or equivalent).
16. Safariland Tactical SLS OC/Mace pouch, MFG# 38 (or equivalent).
17. Cold Weather skull cap (or equivalent).

18. Police Breast Badge w/ Rhode Island State Seal (Type G423 Manufactured by Ga-Rel (or equivalent)).
19. Police Hat Badge w/ Rhode Island State Seal (Type G82 Manufactured by Ga-Rel (or equivalent)).
20. ID Bi-fold Wallet with RI Airport Police Breast Badge (Type G423 manufactured by Ga-Rel (or equivalent)).
21. Safariland – Zero G Body Armor (or equivalent)– Bid price shall include all custom fit cost.
22. 5.11 Tactical 3-in-1 Parka Two-Layer waterproof, Removable wind-resistant fleece jacket (or equivalent).
23. 5.11 Tactical 5-in-1 Jacket Black with Velcro badge tab and number board (or equivalent).
24. ASP 16” Expandable Baton (or equivalent).
25. ASP Rotating Sidebreak Scabbard for 16” Batons. Item# BA112 (or equivalent).
26. Winter black leather gloves with lining.
27. Galls Molded Nylon Duty Belt. MFG# SHG048 (or equivalent).
28. Galls Molded Nylon Trouser Belt. MFG# SHG050 (or equivalent).
29. Galls Molded Nylon Cuff Case GSA Approved. MFG# KS-G051BLK (or equivalent).
30. Galls molded Nylon Double Staggered Mag Pouch GSA Approved. MFG# KS-G053 BLK (or equivalent).
31. Galls Molded Nylon Expandable Baton Holder GSA Approved. MFG# KS-G058 BLK
32. Galls Molded Nylon MK IV Mace Holder GSA Approved. MFG# KS-G056 BLK (or equivalent).

NOTE: Any manufacturer’s names, trade names or brand names are for information only and to establish a desired level of quality to meet a standard to existing items. This is not intended to limit competition. The bidder may offer any brand that meets or exceeds the specification for any item(s) provided the proposed item(s) are cohesive with other item(s) it relates to. (For Example: Items 27 – 32 must be uniform and properly fit together.) If bids/proposals are based on equivalent products, products should be listed under Item No. 9 in the Bid Response Form, along with a sample of the product and specification sheet including technical details verifying equivalency. Bid submissions without samples/specification sheets will be deemed non-responsive.

SAMPLING AND INSPECTION:

Inspections:

All uniform items in Section A will be inspected at the point of delivery.

DELIVERY:

Packaging:

Unless otherwise specified, commercial packages will be acceptable under Sections A and B of the specification. An itemized packing slip must be included with each shipment.

Marking:

Unless otherwise specified, all packages must be marked on the side with the name of the item, and count, size and color, if applicable.

Service will be an essential part of this contract and deliveries will be required to be completed on time. Failure to comply with delivery requirements will be cause for cancellation of the contract. Delivery is FOB delivery location to Rhode Island Airport Corporation, 2000 Post Road, Warwick, RI 02886. Specific labeling and delivery instructions to be provided with each order.

Invoices and Payments:

An itemized invoice shall be submitted for each purchase order upon delivery indicating the purchase order number. Invoices which cannot be verified by a purchase order number, will be returned to the vendor. All invoices shall be sent to Accounts Payable at Rhode Island Airport Corporation, 2000 Post Road, Warwick, RI 02886. Failure to follow these procedures may result in a delay of payment.

OTHER REQUIREMENTS:

If RIAC determines that the performance of the vendor does not comply with the bid requirements at any time after award, RIAC may:

- a. Immediately suspend shipments; and
- b. Notify the vendor of the non-performance with a requirement that the deficiency be corrected within ten (10) days of notification.

IFB No. 26403
Police Winter and Summer
Uniforms and Accessories
T. F Green Airport
RESPONSE FORM

Responses are **due no later than 2:00PM EDT, November 6, 2017**, at Rhode Island Airport Corporation, T. F. Green Airport, Office of Procurement, 2000 Post Road, 3rd floor, Warwick RI 02886-1533. Vendors may copy/scan these pages to facilitate completing the information, but must return response in this format/order.

The undersigned, on behalf of the bidder, certifies that: This offer is made without previous understanding, agreement or connection with any person, firm, or corporation entering a bid on the same project; is in all respects fair and without collusion or fraud. The person whose signature appears below is legally empowered to bind the company in whose name the bid is entered. They have read the entire document and understand all provisions. If accepted by RIAC this bid is guaranteed as written and amended and will be implemented as stated.

ALL vendors interested in responding **MUST** provide the following requested information in this format. Additional information may be included on accompanying sheets, if necessary.

Firm Name _____

Contact Name _____ Title _____

Signature _____ Date _____

Address _____ City/State _____ Zip _____

Phone _____ Fax _____ Hours _____

Company Web Site Address _____ E-Mail _____

General Nature of Business _____

Remittance Address (for Payments):

Name: _____

Address _____ City/State _____ Zip _____

1. Are you Rhode Island Certified as DBE/WBE/MBE? If yes, please attach certification letter

Yes ___ No ___

2. Are you listed on a Master Price Agreement (MPA) with the State of Rhode Island?

Yes ___ No ___ MPA Number(s) _____

3. Are you a GSA, MiCTA, or U.S. Communities Contractor?

Yes ___ No ___ Number(s) _____

4. Type of Organization (check one):

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

5. We Acknowledge Receipt of Addenda: No.____, Dated _____; No. ____, Dated _____

6. Has any person, firm, or corporation entering a proposal on the project been disbarred or suspended by the State of Rhode Island? _____ If so, indicate dates and explanation for such.

7. Provide references from at least (3) companies, which have received the proposed or similar services. Please include: Firm, Facility, Group or Organization Name, Address, Contact Person, Title, Phone Number, Email Address, Date of Purchase/Service/Project, Description of Purchase/Service/Project.

8. Attach a W9 Form.

9. On a separate sheet, list any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS sections in this document. **Below is an example of the format.**

ITEM NO.	REASON FOR DEVIATION, DESCRIPTION OF REPLACEMENT COMPONENT, AND/OR EXPLANATION

10. Pricing Information (please print clearly)

Prices quoted in Sections A & B will be fixed for the term of one year and up to 2 optional extension years, at RIAC's sole discretion.

SECTION A - UNIFORMS		
Item	Description	Unit Cost
1	Winter Dress Shirt	\$
2	Winter Dress Trouser	\$
3	Summer Dress Shirt	\$
4	Summer Dress Trouser	\$
5	Hat	\$
SECTION A - TOTAL BID		\$

Prices quoted shall include all sizes, alterations including the application of emblems, logos, patches, epaulets.

Go to next page for Section B pricing sheet.

SECTION B - ACCESSORIES

Item	Description	Equivalent*	Unit Cost
1	5.11 Tactical Short Sleeve Shirt, Style: TacLite, Color: Black		\$
2	5.11 Tactical Long Sleeve Shirt, Style: TacLite, Color: Black		\$
3	5.11 Tactical Pant, Style TacLite, Color: Black		\$
4	5.11 Tactical Bike Patrol Polo, Short Sleeve Shirt, Color: Yellow and Black.		\$
5	Safariland ALS/SLS Level III Mid Ride Duty Holster for Glock Model 22 and 23, Plain Black Finish		\$
6	Safariland Safarilaminated Double Magazine Holder MFG# 77		\$
7	Safariland Handcuff Pouch Open Top Formed MFG# 090H		\$
8	Smith & Wesson Handcuffs 100P Nickel		\$
9	Streamlight Stinger Rechargeable Flashlight w/ AC and DC charger		\$
10	Safariland Sam Brown Belt, Plain black, 4 row stitching. Keeper system or Velcro Inner/Outer System		\$
11	Blauer IKE-Length Reversible Wind Breaker Blauer Model #6045		\$
12	Blauer Mid-weight Cruiser Jacket with CrossTech Fabric and quilted lining. Blauer Model #9910Z		\$
13	Liberty ANSI III Reversible Rain Jacket Black/Lime Green		\$
14	Safariland Mini Flashlight Carrier for Streamlight Stinger Flashlight Model #306		\$
15	SABRE RED Crossfire Gel		\$
16	Safariland Tactical SLS OC/Mace pouch MFG# 38		\$
17	Cold Weather skull cap		\$
18	Police Breast Badge w/Rhode Island State Seal (Type G423 Manufactured by Ga-Rel.)		\$
19	Police Hat Badge w/Rhode Island State Seal (Type G82 Manufactured by GA-Rel.)		\$
20	ID Bi-fold Wallet with RI Airport Police Breast Badge (Type G423 Manufactured by GA-Rel.)		\$
21	Safariland - Zero G Body Armor		\$
22	5.11 Tactical 3in-1 Parka Two layer waterproof, removable wind-resistant fleece jacket.		\$
23	5.11 Tactical 5 in 1 Jacket Black with Velcro badge tab and number board.		\$
24	ASP 16" Expandable Baton		\$
25	ASP Rotating Sidebreak Scabbard for 16" Batons, Item# BA112		\$
26	Winter black leather gloves with lining		\$
27	Galls Molded Nylon Duty Belt, MFG# SHG048		\$
28	Galls Molded Nylon Trouser Belt, MFG# SHG050		\$
29	Galls Molded Nylon Cuff Case GSA Approved, MFG# KS-G051BLK		\$
30	Galls molded Nylon Double Staggered Mag Pouch GSA Approved, MFG# KS-G053 BLK		\$
31	Galls Molded Nylon Expandable Baton Holder GSA Approved, MFG# KS-G058 BLK		\$
32	Galls Molded Nylon MK IV Mace Holder GSA Approved, MFG# KS-G056 BLK		\$

*** Please check off if bidding equivalent product. Product(s) should be listed in Bid Response Form Item No. 9 explaining deviation with full description, including a sample of the product, labeled with corresponding Item Number and detailed specification sheet included with Bid Response.**

Terms and Conditions

In submitting a response to this Invitation for Bids, vendors hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RIAC rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RIAC reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. Bidders must hold the bid price for ninety (90) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. RIAC is Tax Exempt and a certificate will be supplied as required.
5. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
6. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address bid number, date, and time.
7. RIAC interprets the term "lowest responsible bidder" as requiring RIAC to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RIAC can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RIAC can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective bidders.
8. RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products (if applicable). The successful bidder will be the lowest responsible and responsive bidder. For purposes of this solicitation, the lowest responsible bidder is the firm that RIAC determines meets the specifications at the lowest price.
9. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RIAC in analyzing your bid.
10. A purchase order and/or contractual agreement constitutes RIAC's offer to the service provider upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
11. After award, if the successful bidder/supplier refuses or fails to make deliveries of the materials and or services within the times specified in the Invitation for Bids, purchase

- order, or contractual agreement, RIAC may, by written notice, terminate the contract OR purchase order.
12. The supplier shall hold and save RIAC, The State of Rhode Island, and its officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RIAC.
 13. Payment of the seller's invoices is subject to adjustment and payment terms are net 30 days following approval by RIAC staff.
 14. Procedures respecting bids and the selection of Contractors shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RIAC procurement rules.
 15. All solicitations are subject to Prevailing Wage rates unless otherwise noted. It is recommended that bidders contact the Department of Labor and Training for applicable wage rates to be used when providing a bid.
 16. The Bidder agrees that:
 - a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
 - b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
 - c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC;
 - d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RIAC; and,
 - e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
 17. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.
 18. If a response to this Invitation for Bids is accepted, the Bidder agrees to execute and deliver to RIAC a contract in accordance with the Contract Documents (if applicable) within ten days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RIAC in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RIAC's actual damages that exceed the amount of the surety.
 19. It shall be understood that time is of the essence in the bidder performance. The bidder agrees that RIAC's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in

the performance of the Contract Documents, the bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

20. The bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Invitation for Bids, has inspected the location of the project (if applicable), understands the nature and scope of the work to be done, agrees this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents, and not subject to terms and conditions of bidder. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
21. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RIAC hardware, software, and applications where applicable. Verification must be provided in the response to this document.
22. The Bidder certifies that this proposal is submitted without collusion, fraud or misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
23. It shall be understood that any bid and any/all referencing information submitted in response to this Invitation for Bids shall become the property of RIAC, and will not be returned. RIAC will use discretion with regards to disclosure of proprietary information contained in any response, but cannot guarantee that information will not be made public. As a governmental entity, RIAC is subject to making records available for disclosure after Board approval of the recommendation.
24. RIAC will not be responsible for any expenses incurred by any vendor in the development of a response to this Invitation for Bids. Further, RIAC shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if RIAC has formally accepted a recommendation.
25. Bids must be received prior to the time and dates listed to be considered responsive. RIAC will not "accept" late responses and will return them to the sender. Further, RIAC will NOT: (1) guarantee security of the document received; (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
26. By submission of a response, the Bidder agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RIAC. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RIAC, at the discretion of the Purchasing Director in consultation with RIAC Counselor, may reject their bid.
27. Campaign Finance Compliance - Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable

contributions have been made. (RI General Law 17-27) Forms obtained at Board of Elections, Campaign Finance Division, 50 Branch Avenue, Providence, RI 02904 (401-222-2056).

28. Major State Decision-Maker - Does any Rhode Island "Major State Decision-Maker", as defined below, or the spouse or dependent child of such person, hold (i) a ten percent or greater equity interest, or (ii) a Five Thousand Dollar or greater cash interest in this business?

For purposes of this question, "Major State Decision-Maker" means:

- (i) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L. § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel or chief of staff;
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator,

If your answer is "Yes", please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.