



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF TRANSPORTATION

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

**I-195 EAST, WAMPANOAG TRAIL OVERPASS**

EAST PROVIDENCE,  
RHODE ISLAND

**CONTRACT SPECIFICATIONS**

March 21, 2012

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

March 21, 2012

**Muralist: Interstate 195 East, Wampanoag Trail Overpass**  
**Rhode Island Department of Transportation**  
**March 21, 2012**

## **Scope of Work**

The Rhode Island Department of Transportation currently owns and operates highways throughout the State of Rhode Island which have been negatively impacted by graffiti. In order to remediate this public nuisance the Department coordinated with the Governor's Office to prepare a systematic method to reduce, remove and abate graffiti along State highways.

The State of Rhode Island seeks Proposals for a qualified outdoor Muralist to provide professional artistic services in the painting of a mural to be placed on:

- Interstate 195 East, east side of the Wampanoag Trail overpass. The wall is made of concrete and its dimensions are detailed below.

The design of this mural has been selected by the Governor's Committee On Mural Art For Route 95. The Department is seeking the services of a Muralist to transfer the mural design at the above noted location. Each proposal submitted shall provide the following information:

## **Project Approach and Work Description Including**

- Qualifications packet: resume, descriptions of relevant past work, six (6) images of past work at 300 dpi on disk, applicable press and other relevant support materials
- The product information for the paint to be used. Silicate paints are the only acceptable materials to be used to portray the mural.
- Employees of the Muralist, whether volunteered or employed. (Please Note that Prevailing Wages apply to applicable employee classifications.)
- Tools and materials needed and breakdown of costs for same (scaffolding, electricity, electric lifts, etc.)
- Access needed (times of day, number of days).
- Assistance for ADA Compliance or accommodations of worker(s) if required.

**Interested vendors can pick up a JPEG image of the mural on a CD at the RIDOT Contracts & Specifications Office, 2 Capitol Hill Room 108 – Providence, Rhode Island 02903.**

## **Setup of Visible Barrier**

- Prior to the start of work, the Muralist shall submit a plan for a covering that will prevent motorists from seeing the work in progress. The intent is to prevent distractions to the motorist and to maximize the impact of the mural when it is unveiled.

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

March 21, 2012

## **Surface Preparation Work Required**

- The Muralist shall submit a plan with specific details on masonry primer or other surface preparation; the filling of cracks, voids, and holes in the concrete retaining wall; and removal of existing paint as needed. The Muralist shall consider effects on the schedule for time required for curing of any patching material prior to the application. The Muralist may not alter any expansion joints, nor use any method of abrasive blasting to prepare the surface other than soda-blasting or dry ice-blasting. Power washing with pressurized water may be allowed at pressures not to exceed 2500 psi and provided that protective sheeting is installed prior in order to protect any passing motor vehicles and their occupant(s). The visible barrier defined above will be considered sufficient, if it provides the required protection.
- The Muralist shall not use any solvents as part of their surface preparation with regards to paint removal.

## **Types of Materials to Be Used**

- It is anticipated that the successful Muralist will be proposing a specific product; however the Department will only accept proposals which use silicate-based paints for the top coat. Under NO CIRCUMSTANCES will neon, fluorescent or reflective-type colors/materials be permitted.
- Paint System: The Muralist shall select a coating system designed to be applied to concrete surfaces. The systems allowed will be a silicate type. The Muralist shall submit full documentation on the system proposed for review and approval. The Muralist shall seek guidance from the coating system manufacturer on how best to apply the material. The Muralist shall also make arrangements to have a manufacturer's representative available on site to evaluate the condition of the wall and review the painting operation, if needed.

## **Protection of Adjacent Property**

- The Muralist shall take appropriate steps to insure that the materials used do not discolor or otherwise damage areas not to be painted. This will include masking adjacent areas and providing barriers to protect against over-spray and spillage.
- The Muralist shall follow all appropriate safety procedures to protect workers, pedestrians and motorists. The coatings shall be applied in a professional manner to provide a full scale representation of the approved architectural drawing. The coatings shall be applied in accordance with the manufacturer's guidelines.

## **Completion Treatment**

- The Muralist shall address in the proposal how they will protect the mural – what treatment or sealant they will use to provide a tough, durable protective surface preventing damage from future graffiti, worn paint finishes and increased resistance to moisture and pollutants. The treatment/sealant shall be non-sacrificial. The Muralist shall consult the silicate paint manufacturer for treatments/sealants that are compatible with their product. The Muralist shall outline the steps to be taken, or treatment techniques to be provided to extend the

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

March 21, 2012

useful like of the mural to protect it from fading, graffiti, bleeding, chipping, etc. Completion costs must be included in the proposal estimate.

- The face of the adjacent abutment wall shall be painted a solid color with the same silicate paint system and protective sealer or treatment used for the mural. The color proposed by the Muralist will be approved by the Engineer and shall be selected to blend in with the color scheme of the mural. The intent is to preserve and enhance the visual impact of the mural. The surface treatment prior to applying the paint shall follow the same requirements as outlined above.

## **Design Modifications**

- The Muralist shall coordinate with the original artist to discuss placement of the mural on the wall, specific shading and perspective techniques, or any other enhancements to the design and to accommodate any stylistic features. If any modifications in scope, design or materials of the Work are to be made to the approved art design, a full-color rendering on canvas or other suitable material, no smaller than 24" in width and a written request must be made available to the designer and the Selection Committee within one week of the Notice to Proceed.

## **Timeline for Completion**

- The Muralist shall provide an anticipated schedule for project start and finish.
- The Contract Completion Date shall be no later than May 25, 2012.

## **Installation Need/Equipment and Site Access**

- The Muralist shall submit its requirements for any rental equipment costs including tarps, ladders, scaffolding, manlifts, etc. required for the successful completion of this project and include these costs as part of their proposal estimate.
- The Department will provide traffic control for the site in conformance with the latest edition of the *Manual on Uniformed Traffic Control Devices (MUTCD)*. The Muralist shall maintain all operations within the safe zone provided by the traffic control, so as not to put personnel at risk or interfere with vehicular traffic. This includes accessing the work areas by project personnel and movement of equipment and materials. No deviations will be allowed unless approved in writing by the Engineer prior to any changes in the procedures.

## **General Conditions**

1. The Muralist shall be responsible for submitting as part of their proposal a means and methods report which documents their approach for meeting the contract terms. This report shall include the names and descriptions for all products to be utilized throughout the duration of this contract. Upon submission of bids, the Department will evaluate and perform a thorough review to ensure that all products are environmentally safe, allow for the proper expansion and contraction of the retaining walls and meet the effective needs of this project. If upon review any of the products are deemed inappropriate, the selected Muralist will be responsible for using an acceptable alternative.

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

March 21, 2012

2. The Muralist shall be responsible for submitting a lump sum bid, inclusive of all personnel, equipment, materials and all other incidentals necessary to complete the mural.

The above work will be further discussed and reviewed during a Pre-Proposal Meeting March 27, 2012 at 9:00 AM to be held at the Rhode Island Department of Transportation – Traffic Management Center Conference Room located at 2 Capitol Hill, Providence, RI 02903. For more information please contact Lori Fisetta at (401) 222- 3260 Ext. 4401.

## **Maintenance and Service Warranty**

The Muralist shall provide an express warranty for the mural and painting system failures that are the result of improper application of the paint system, for a period of one (1) year from the date of acceptance of the mural by the Department.

The Muralist will also be responsible for maintaining the integrity of the art work for a period of one (1) year from the date of acceptance of the mural by the Department for minor repairs and touch-ups as needed.

Advance notification and approval by the Department is needed prior to any work. The Department will coordinate with the Muralist for access to the site and will provide appropriate traffic control.

## **Completion Date**

All work shall be completed by the Muralist no later than May 25, 2012.

## **Utility Notification and Coordination**

The Muralist is required to call Dig Safe (1-888-344-7233) a minimum of seventy-two (72) hours before any digging begins.

## **2012 Holiday Work Schedule**

The Muralist shall adhere to the following restrictions regarding day and night work during holiday periods:

No work on the following holidays or the day preceding:

- Memorial Day            Monday, May 28
- Independence Day      Wednesday, July 4
- Victory Day              Monday, August 13
- Labor Day                Monday, September 3
- Columbus Day          Monday, October 8
- Election Day             Tuesday, November 6
- Veterans' Day            Monday, November 12
- Thanksgiving Day      Thursday, November 22
- Christmas Day          Tuesday, December 25

## **Maintenance Access to Site**

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

March 21, 2012

The Muralist shall at their expense keep the work area free from debris and open to vehicular traffic at all times unless otherwise authorized by the Engineer in writing. The Muralist shall conduct their work in such a manner as to not interfere with the RIDOT operations at the site or vehicular traffic.

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

March 21, 2012

## **Storage of Construction Materials and/or Equipment**

The Muralist shall be solely responsible for securely storing all materials/equipment and shall hold the State of Rhode Island harmless for any loss and/or damages incurred. No Muralist materials and/or equipment may be stored within the State Right-of-Way throughout the duration of this contract without prior approval by the Engineer in writing.

## **Incident Work Stoppage**

In the case of incident weather, work may be stopped by the Engineer, for a period of time, to allow full and unobstructed access to the entire facility site.

## **Online Proposal Questions**

There will be NO point of contact at RIDOT who will directly answer questions either in person, through e-mail, or by telephone.

Any pertinent questions subsequent to this solicitation must be posted at RIDOT's "Bidding Opportunities" web page accessible at: <http://www.dot.state.ri.us/contracting/bids> and follow the link to "?" to submit questions for this solicitation. Interested parties must disclose their name/company affiliation along with posted inquiry; responses to questions submitted for the subject project will also be posted under the same questions menu.

A determination will be made by RIDOT, in coordination with the RIDOA/Division of Purchases, whether an addendum will be required. The Q & A Forum will disable **SIX (6) FULL CALENDAR DAYS** before the due date for this project. **Therefore, questions will not be accepted after Midnight on April 5, 2012.**

## **RIVIP Registration**

All Respondents MUST register online at the RIVIP'S Internet website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

A fully completed and signed **RIVIP BIDDER CERTIFICATION COVER SHEET** – All three pages MUST accompany EACH response submitted. This document must be downloaded from the RIVIP website. Failure to make a complete submission inclusive of this three page document may result in disqualification.

Should there be a need for assistance in registering and/or downloading any document, call (401) 574-8100 and request the RIVIP help desk for technical assistance. Office Hours: 8:30 AM – 4:00 PM, Monday through Friday.

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

March 21, 2012

## **Submittal Requirements**

The Muralist shall submit as part of their bid the following:

- Muralist Portfolio of Images, Resume and Applicable Work Experience
- References
- Required Forms (All Forms Included in RFP Attachments)

Beside the RIVIP Bidder Certification Cover Sheet as required at the State level and obtained through the RIVIP website, RIDOT also requires that the following FIVE (5) FORMS be completed and included in your submission package in line with federal regulations and departmental policy. These Forms will be reviewed for completeness and will be made part of the contract documents.

- **DEBARMENT FORM:** Must be completed and signed by an authorized agent of the Respondent.
- **LOBBYING FORM:** Enter known project information on Page 1 (Description, etc.); Respondent must complete Form and submit signed by an authorized individual of the Respondent.
- **CONFLICTS DISCLOSURE STATEMENT:** In line with directions stated, completed Form(s) must be signed and submitted accordingly.
- **ANTI-COLLUSION CERTIFICATION:** Must be completed and signed by an authorized agent of the Respondent.
- **W-9 Form:** Must be completed and signed by an authorized agent of the Respondent. Form may be downloaded at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
- Cost Proposal  
Respondent shall specify on the Price Proposal Form, included in the RFP Attachments, the Total Proposal Price, in both numbers and words. The Respondent shall also include with the Price Proposal a Price Proposal Deposit in the amount of 5% of the Total Proposal Price. The Price Proposal Deposit must take the form of a bid bond furnished by a surety company incorporated and authorized to do business in the State of Rhode Island.

# **ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT**

March 21, 2012

**All proposals are due by 1:00 PM Wednesday April 11, 2012 and shall be delivered to the Rhode Island Department of Administration – Division of Purchases located at:**

**Division of Purchases  
1 Capitol Hill – 2<sup>nd</sup> Floor  
Providence, Rhode Island 02903**

**Cost Proposals will be publicly opened on Wednesday April 11, 2012 at 1:00 PM in the Division of Purchases Bid Room.**

## **Selection Criteria**

- All responses will be evaluated in terms of the elements of the proposal and costs as outlined in the solicitation
- Proposals not meeting the minimum submission requirements with regard to background and experience will not be considered
- The State of Rhode Island reserves the right to accept or reject any and all proposals, and to waive or modify minor irregularities or seek additional information from the Muralists, and to make an award solely on cost

## **Schedule of Payments**

The Muralist may submit an initial invoice for mobilization to the site which shall not exceed 25% of the total bid price. The remaining payment will be made at the completion of the project site. The Muralist shall submit their bids as lump sum, inclusive of all personnel, equipment, materials, traffic control devices, and any additional incidentals.

## **Location Plan**

See attachments for specific locations and approximate dimensions of retaining wall surfaces.

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

March 21, 2012

**Attachments**

Debarment Form

Lobbying Form

Conflicts Disclosure Statement

Anti-Collusion Certificate

Price Proposal Form

Release of Art for Mural to the State of Rhode Island

Mural Location

Representation of Mural at Location

Mural Location Measurements

Mural Location Plan

Detail Views

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

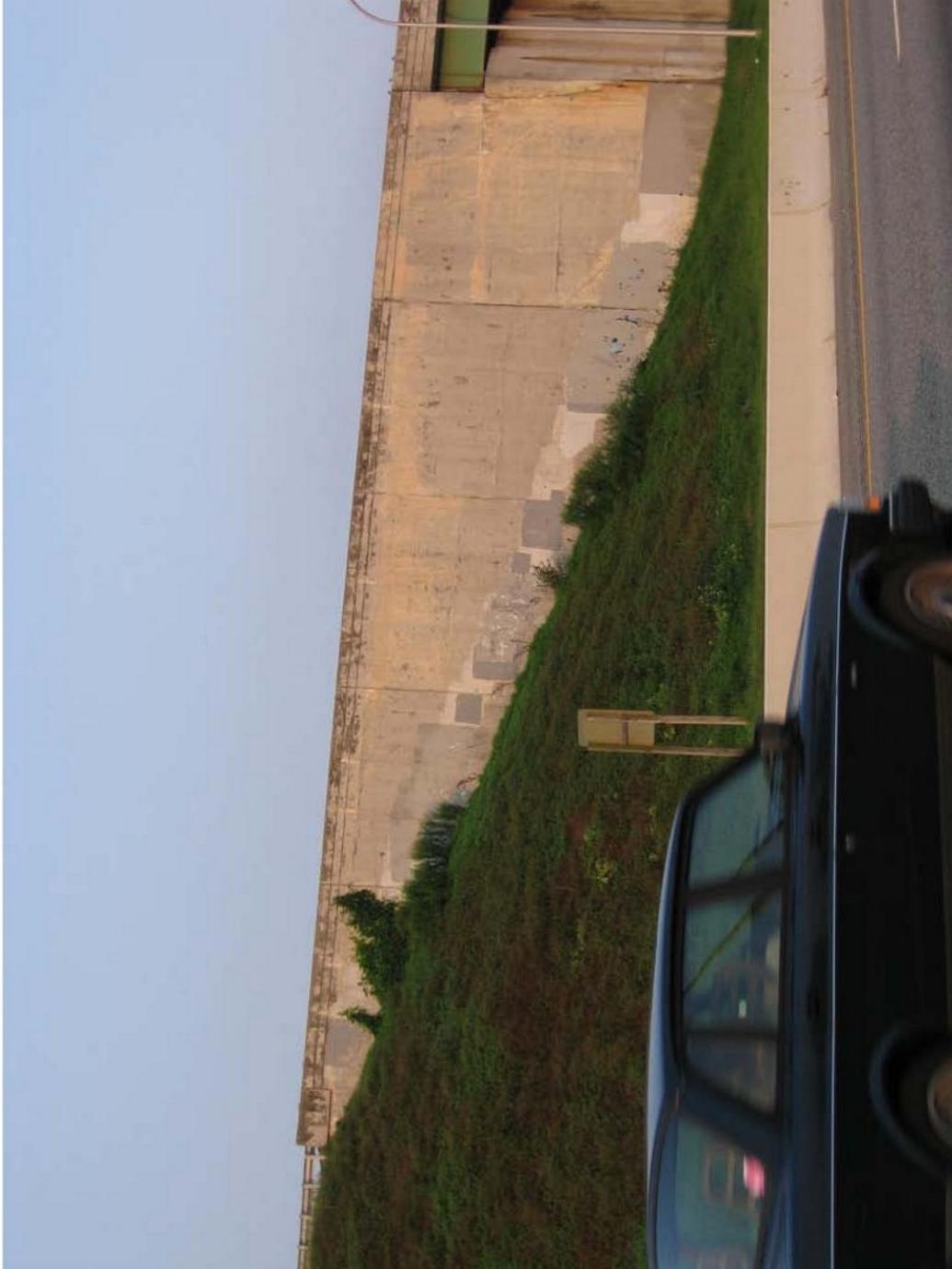
March 21, 2012

I, Anthony Russo, do hereby grant and/or give my express permission to the Rhode Island Department of Transportation (RIDOT) to use and/or utilize my drawing/sketch submitted by me for RIDOT's Highway Beautification Demonstration Mural Bid Project, for the purpose of being included in the specifications for the RODT bid package for mural installation.

A handwritten signature in black ink, appearing to read "Anthony Russo", with a long horizontal flourish extending to the right.

**ANTI-GRAFFITI COATINGS &  
GRAFFITI ABATEMENT**

March 21, 2012



I-195 East Wampanoag Trail Retaining Wall

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

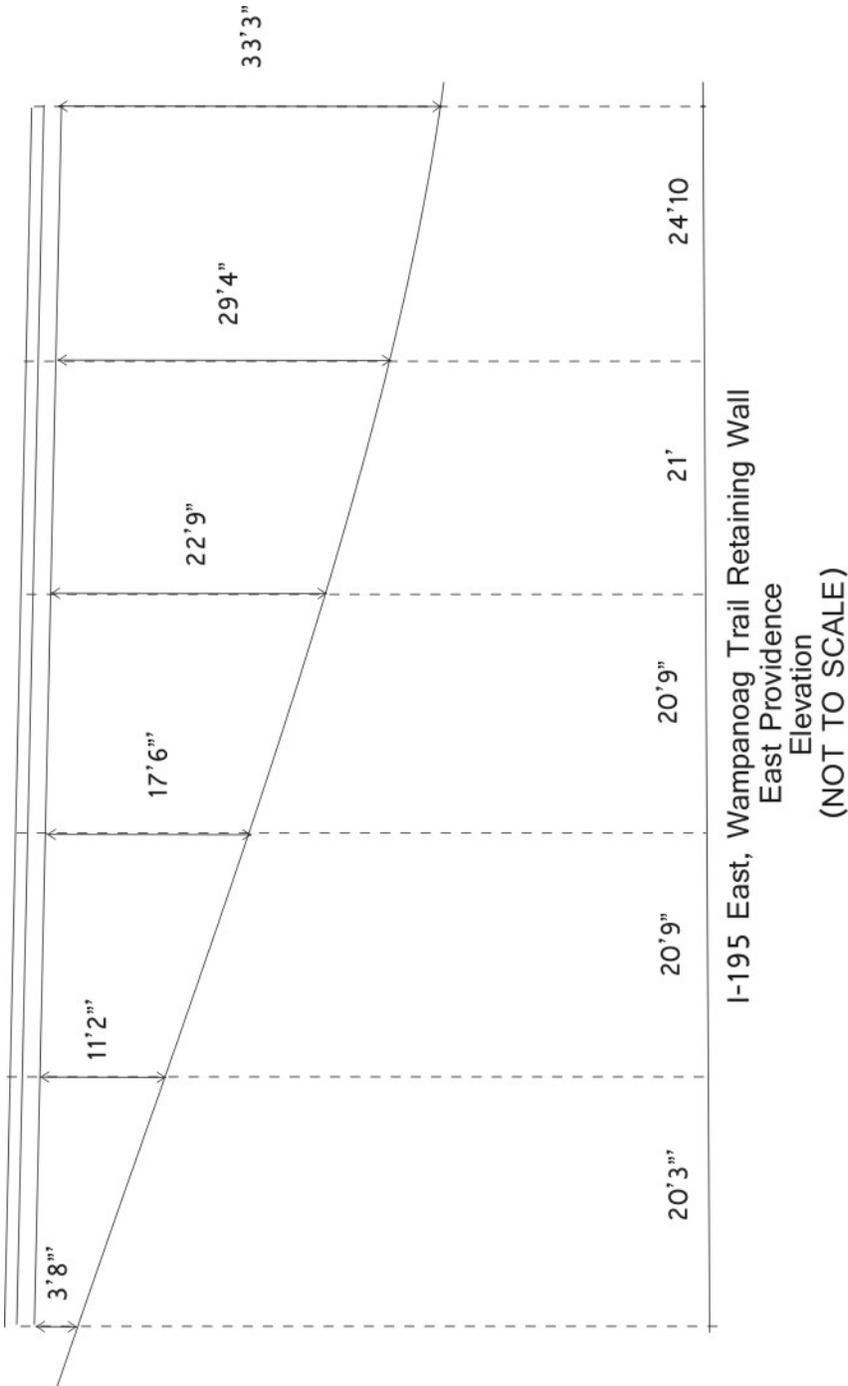
March 21, 2012



I-195 East Wampanoag Trail Retaining Wall  
(Mural shown)

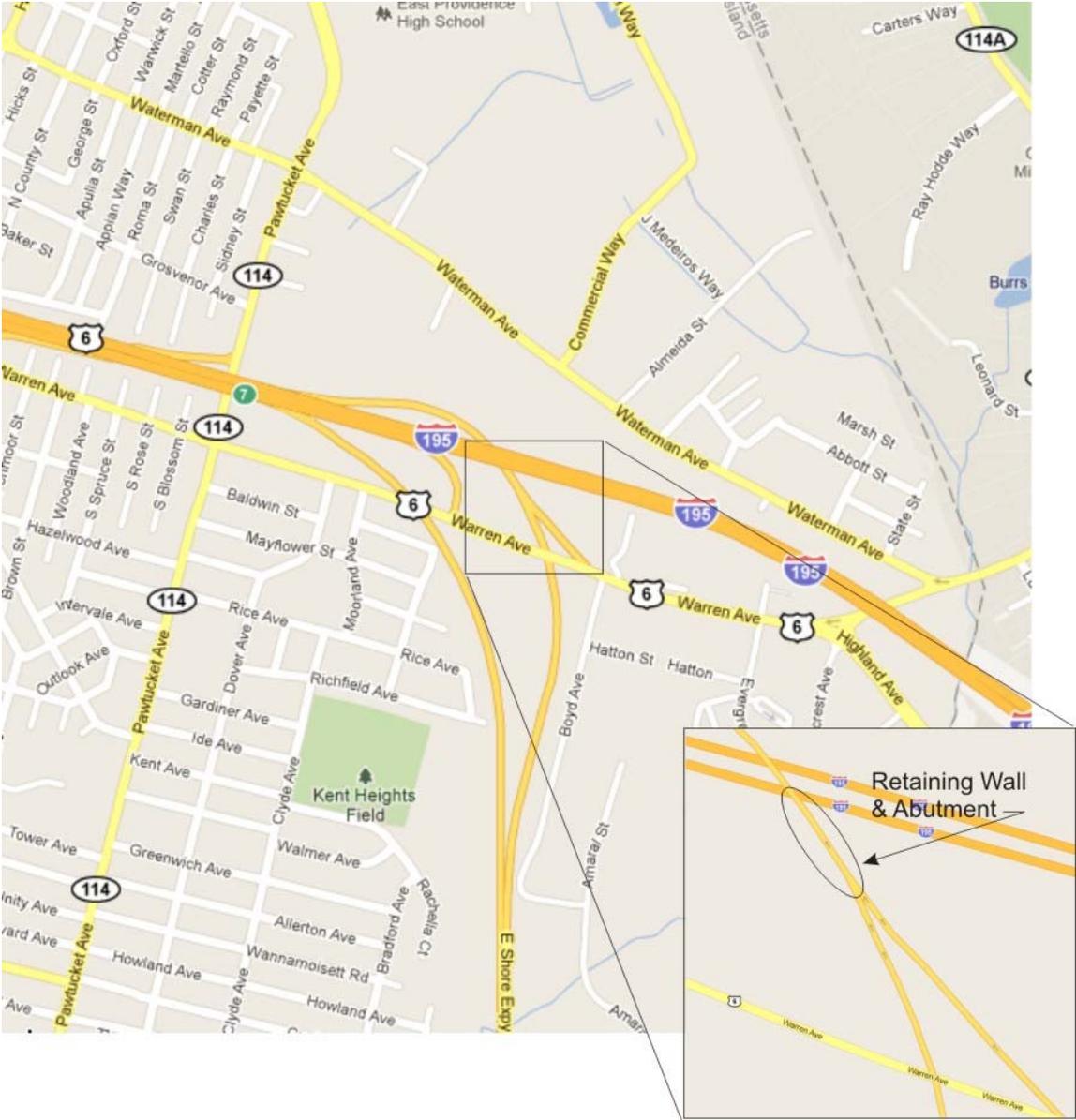
# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

March 21, 2012



# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

March 21, 2012



I-195 East Wampanoag Trail Retaining Wall  
Location Plan

# ANTI-GRAFFITI COATINGS & GRAFFITI ABATEMENT

March 21, 2012



Details of Joint Condition

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower tier Covered Transactions

*Instructions for Certification*

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower

Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. \*

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions*

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS  
PRIMARY COVERED TRANSACTIONS**

In accordance with the code of Federal Regulations, Part 49 CFR Section 29.5 10, the prospective primary participant

\_\_\_\_\_, \_\_\_\_\_, being duly sworn (or executed under penalty of perjury under the laws of the United States), certifies to the best of his/her knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily Excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall list exceptions below.

Exceptions will not necessarily result in denial of award, but, will be considered in determining contractor responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and the dates of the action. Providing false information may result in criminal prosecution or administrative sanctions. If an exception is noted the contractor must contact the Department to discuss the exception prior to award of the contract.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Certification for Federal-Aid Construction/Consultant Contracts

**IN ACCORDANCE WITH PUBLIC LAW 101-1210 SECTION 319 (DEPARTMENT OF THE INTERIOR AND RELATED AGENCIES) THE PROSPECTIVE PARTICIPANT CERTIFIES, BY SIGNING AND SUBMITTING THIS BID OR PROPOSAL, TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, THAT:**

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.**

**(R.I.D.O.T. APPENDIX C)**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C 1352 - 0348 - 0046  
(see reverse for public disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:  For Material Change Only: year quarter Date of last report
4. Name and Address of Report Entity:  Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Name and Address of Prime:  Congressional District, if known:
6. Federal Department Agency:	7. Federal Program Name/Description:  CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobbying Entity:	10. b. Individuals Performing Services (including address if different from No. 10a)	
11. Amount of Payment (check all that apply)  Actual Planned	13. Type of Payment:  _ Retainer    _ One    _ Contingent Fee _ Time Fee    _ Deferred _ Commission    _ Other; Specify;	
12. Form of Payment:  Cash  In-kind: specify: Nature: Value:		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service; including officer(s), employee (s), or Member(s) contracted, for Payment indicated in Item 11:		
15. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. this information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
For Federal user Only:	Authorized for Local Reproduction Standard Form - LLL	

# DISCLOSURE OF LOBBYING ACTIVITIES

## CONTINUATION SHEET

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

## **CONFLICTS DISCLOSURE POLICY**

To ensure that the Rhode Island Department of Transportation (RIDOT) maintains the continued confidence and trust of the people of Rhode Island in carrying out its mission, prospective vendors must disclose any family (or other personal) relationships, associations or connections that the vendor, its affiliates, or employees, may currently have with any RIDOT employee. A Conflicts Disclosure Statement shall be submitted to RIDOT from the following:

- ❖ Owners;
- ❖ Directors;
- ❖ Principals;
- ❖ Officers, board members, or individuals with corporate authority;
- ❖ If the vendor is a partnership, the applicant's partners;
- ❖ If the vendor is a limited liability company, its members and managers;
- ❖ Employees with decision-making authority, including executive directors, managers or individuals in a similar position with corporate authority; and
- ❖ Shareholders with a controlling interest.



Revised: 4/12/2002

**ANTI-COLLUSION CERTIFICATE FOR CONTRACT AND FORCE ACCOUNT  
[Unsworn Declaration]**

Title 23, United States Code, Section 112(c), requires, as a condition precedent to approval by the Director of Public Roads of the contract for this work, that there be filed an unsworn declaration executed by, on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This unsworn statement shall be in the form of a declaration executed under penalty of perjury under the laws of the United States.

To the: **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC WORKS**

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, \_\_\_\_\_, under penalty under the laws of the United States, do depose and say:

On behalf of \_\_\_\_\_, of \_\_\_\_\_ that said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with Rhode Island Contract Number \_\_\_\_\_, Federal-Aid Project Number \_\_\_\_\_, County of \_\_\_\_\_, Town-City \_\_\_\_\_, Road-Bridge \_\_\_\_\_.

**Contract Terms and Conditions**

**Table of Contents**

Terms and Conditions .....	II
PURCHASE ORDER STANDARD TERMS AND CONDITIONS .....	II
TERMS AND CONDITIONS FOR THIS PURCHASE ORDER .....	II
SURETY REQUIREMENTS .....	II
WAGE REQUIREMENTS .....	II
INSURANCE REQUIREMENTS .....	II

**Terms and Conditions**

**PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

**TERMS AND CONDITIONS FOR THIS PURCHASE ORDER**

**SURETY REQUIREMENTS**

BIDDER IS REQUIRED TO PROVIDE A BID SURETY IN THE FORM OF A BID BOND, OR A CERTIFIED CHECK PAYABLE TO THE STATE OF RHODE ISLAND, IN THE AMOUNT OF A SUM NOT LESS THAN FIVE PERCENT (5%) OF THE BID PRICE. BID SURETY MUST BE ATTACHED TO THE BID FORM. THE SUCCESSFUL BIDDER WILL ALSO BE REQUIRED TO FURNISH PERFORMANCE AND LABOR AND PAYMENT BONDS AT TIME OF TENTATIVE CONTRACT AWARD.

**WAGE REQUIREMENTS**

BIDDERS ARE ADVISED THAT ALL PROVISIONS OF TITLE 37 CHAPTER 13 OF THE GENERAL LAWS OF RHODE ISLAND APPLY TO THE WORK COVERED BY THIS REQUEST, AND THAT PAYMENT OF THE GENERAL PREVAILING RATE OF PER DIEM WAGES AND THE GENERAL PREVAILING RATE FOR REGULAR, OVERTIME, AND OTHER WORKING CONDITIONS EXISTING IN THE LOCALITY FOR EACH CRAFT, MECHANIC, TEAMSTER, OR TYPE OF WORKMAN NEEDED TO EXECUTE THIS WORK IS A REQUIREMENT FOR BOTH CONTRACTORS AND SUBCONTRACTORS. THE PREVAILING WAGE TABLE MAY BE OBTAINED AT THE RI DIVISION OF PURCHASES HOME PAGE BY INTERNET at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). SELECT "INFORMATION" AND THEN SELECT "PREVAILING WAGE TABLE". THE STATE OF RHODE ISLAND USES THE GENERAL DECISION NUMBER RI20100001. PRINTING THE ENTIRE DOCUMENT AVERAGES APPROXIMATELY ONE MINUTE PER PAGE - YOU MAY WANT TO PRINT ONLY THE PAGES APPLICABLE TO YOUR BID BIDDERS NOTE: IN THE EVENT THIS BID SPECIFIES PRICE OFFERS ON A TIME-AND-MATERIALS BASIS, i.e., AN HOURLY RATE, ANY OR ALL BIDS SUBMITTED IN AN AMOUNT LESS THAN THE PREVAILING RATE IN EFFECT FOR THE WORK COVERED BY THIS REQUEST AS OF THE DATE OF BID ISSUANCE SHALL BE REJECTED BY THE DIVISION OF PURCHASES

**INSURANCE REQUIREMENTS**

AN INSURANCE CERTIFICATE IN COMPLIANCE WITH PROVISIONS OF ITEM 31 (INSURANCE) OF THE GENERAL CONDITIONS OF PURCHASE IS REQUIRED FOR COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, AND WORKERS' COMPENSATION AND MUST BE SUBMITTED BY THE SUCCESSFUL BIDDER(S) TO THE DIVISION OF PURCHASES PRIOR TO AWARD. THE INSURANCE CERTIFICATE MUST NAME THE STATE OF RHODE ISLAND AS CERTIFICATE HOLDER AND AS AN ADDITIONAL INSURED. FAILURE TO COMPLY WITH THESE PROVISIONS MAY RESULT IN REJECTION OF THE OFFEROR'S BID. ANNUAL RENEWAL CERTIFICATES MUST BE SUBMITTED TO THE AGENCY IDENTIFIED ON THE PURCHASE ORDER. FAILURE TO DO SO MAY BE GROUNDS FOR CANCELLATION OF CONTRACT

NOTE: IF THIS BID COVERS CONSTRUCTION, SCHOOL BUSING, HAZARDOUS WASTE, OR VESSEL OPERATION, APPLICABLE COVERAGES FROM THE FOLLOWING LIST MUST ALSO BE SUBMITTED TO THE DIVISION OF PURCHASES PRIOR TO AWARD: \* PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS) - \$1 MILLION OR 5% OF ESTIMATED PROJECT COST, WHICHEVER IS GREATER \* BUILDER'S RISK INSURANCE - COVERAGE EQUAL TO FACE AMOUNT OF CONTRACT FOR CONSTRUCTION \* SCHOOL BUSING - AUTO

LIABILITY COVERAGE IN THE AMOUNT OF \$5 MILLION \* ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL) - \$1 MILLION OR 5% OF FACE AMOUNT OF CONTRACT, WHICHEVER IS GREATER \* VESSEL OPERATION - (MARINE OR AIRCRAFT) - PROTECTION & INDEMNITY COVERAGE REQUIRED IN THE AMOUNT OF \$1 MILLION.