



# Rhode Island Airport Corporation

June 1, 2016

## Invitation for Bids 26327 Fuel Tank Inspections and Cleaning General Aviation Airports

### INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is seeking bids for the inspection and cleaning of six (6) petroleum storage tanks.

A Pre-Bid Conference and site visit will not be held for this bid.

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). RIAC will not accept late bids under any circumstances. All costs incurred in connection with responding to this Invitation for Bids (IFB) shall be borne by the bidder.

Sealed bids will be received at: Rhode Island Airport Corporation, Office of Procurement, 3<sup>rd</sup> Floor, T. F. Green Airport, 2000 Post Road, Warwick RI 02886-1533.

**Due date for bids is no later than 2:00PM local time on June 10, 2016**, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked **“IFB No. 26327– Fuel Tank Inspections and Cleaning”**.

All inquiries related to this IFB shall be directed via email to the Office of Procurement at [procurement@pvdairport.com](mailto:procurement@pvdairport.com) no later than 4:00PM local time on June 6, 2016. RIAC may issue an addendum if the questions are deemed to be materially different than proposed in this IFB. If an addendum is deemed necessary, RIAC will issue the addendum by April 7, 2016.

The successful bidder must hold the bid price for ninety (90) days from bid opening date. Bidders must complete all work within 90 days from date of award or as otherwise agreed upon by RIAC. RIAC is requesting that the successful bidder material complete this work by June 30, 2016. RIAC will work with the successful bidder on developing an applicable timetable.

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.

Jeffery P. Goulart  
AVP Financial Administration

## **SCOPE OF WORK**

RIAC is seeking a qualified contractor to inspect and clean six (6) 12,000 gallon steel above ground petroleum storage tanks, abiding by all federal, state, and local codes and regulations. The AST fuel tanks are located at the following locations: Newport State Airport (one (1) Avgas), North Central State Airport (one (1) Avgas and one (1) Jet A), Quonset State Airport (one (1) Avgas and one (1) Jet A), and Westerly State Airport (one (1) Avgas). Below is a high level summary of expectations.

- Work to be performed during normal business hours (Monday thru Friday 7:00AM to 5:00PM)
- All work shall be performed in compliance with American Petroleum Institute (API) Standard 653 Specifications and Steel Tank Institute (STI) SP001-00 Code.
- Contractor shall provide all labor, material, tools, equipment, and supplies to successfully complete the scope of project.
- The Contractor shall coordinate with RIAC and/or their representatives prior to commencing work to be performed to minimize the amount of waste aviation fuel that is the direct result of the project scope.
- Contractor shall be responsible for clean-up and proper disposal of all cleaning tools, supplies, and debris.
- Proper disposal of any such hazardous materials shall be the responsibility of the Contractor.
- Inspection reports shall be prepared and submitted to RIAC detailing any findings of damage and/or deterioration of each tank. This report shall include the approximate cost to make all necessary repairs, as well as the approximate remaining lifespan of each tank.
- Should immediate repairs be necessary, upon written notification to proceed, Contractor shall furnish labor (at a predetermined rate), materials, and supplies to complete repairs.
- Time of the essence and availability of contractor shall be considered in the award process.
- RIAC is a Tax Exempt organization and a certificate will be provided upon request. All taxes are to be excluded in pricing.



**Exhibit: Quonset State Airport Jet A & Avgas AST**

## **PROTECTIONS OF PERSONS AND PROPERTY**

### **SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor expressly agrees both directly and through his Subcontractors to take every precaution at all times for the protection of person, including employees and property. The Contractor shall be solely responsible and accountable for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

The Contractor shall adhere to the Federal Occupational Safety Act, State and Local safety regulations and any safety requirements imposed by the Owner or the Design Engineer so as to avoid injury and damage to persons and property, and to be directly responsible for damage to persons and property resulting from failure to do so.

The Contractor shall comply with any safety requirements imposed by the Owner or Design Engineer.

The Contractor shall comply with the requirements of FAA Advisory Circular 150/5370-2 and 5210-5B, most updated version.

### **SAFETY OF PERSONS AND PROPERTY**

The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1). All employees performing the Work and all other persons who may be affected thereby;

- 2). All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors;
- 3). Other property at the site or adjacent thereto including but not necessarily limited to airline property, existing tenants' property, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall not permit any construction technique or activity which decreases building security or safety. The Contractor shall cooperate fully with the Owner's requirements regarding security and safety of the facilities and property.

The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

The Contractor shall provide, erect, maintain, dismantle and remove, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Owners and users of adjacent utilities/facilities to the Work. The Contractor shall protect the Owner's tenants'/agents' property from injury or loss and shall adequately protect adjacent property/utilities/facilities as provided by law and the Contract Documents. The Contractor shall provide and maintain all passageways, guard fences, light and other facilities for protection required by public authority, local conditions or any of the Contract Documents and at no time remove, alter or render ineffective any barricades, railings or cover on the project without written permission of the Owner. Where these safety devices are to be turned over to others upon completion of the work, the devices shall be repaired or replaced so that they meet the required standards prior to turnover.

Weather protection shall be supplied by the Contractor and shall include any enclosure, supplemental heating and furnishing and other features (insulation, etc.) for meeting conditions required by the Owner or the Contract Documents.

### **INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided prior to award:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$5,000,000 excess of \$1,000,000 primary layer.

RIAC, AFCO AvPorts Management LLC, and the State of Rhode Island shall be named as additional insured on all policies of insurance with the exception of Worker's Compensation insurance.

**IFB No. 26327**  
**Fuel Tank Inspections and Cleaning**  
**Response Form**

Responses are **due no later than 2:00PM** local time EST, **June 10, 2016**, Attention: Office of Procurement, Rhode Island Airport Corporation, 3<sup>rd</sup> Floor, 2000 Post Road, Warwick, RI 02886. 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.

Firm Name \_\_\_\_\_

Contact \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_ Hours \_\_\_\_\_

Taxpayer I.D. Number \_\_\_\_\_

Company Web Site Address \_\_\_\_\_ E-Mail \_\_\_\_\_

General Nature of Business \_\_\_\_\_

Type or Organization (check one):

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Incorporated \_\_\_\_\_ Public Corporation \_\_\_\_\_ Private Corporation \_\_\_\_\_

Minority Business Enterprise \_\_\_\_\_ Woman-Owned Business Enterprise \_\_\_\_\_ Small Business Enterprise \_\_\_\_\_

Manufacturer \_\_\_\_\_ Distributor \_\_\_\_\_ Retail \_\_\_\_\_ Dealer \_\_\_\_\_ Service \_\_\_\_\_

Number of Locations \_\_\_\_\_ Number of Persons Employed \_\_\_\_\_

We Acknowledge Receipt Of These Addenda: No. \_\_\_\_\_, Dated \_\_\_\_\_; No. \_\_\_\_\_, Dated \_\_\_\_\_

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.

\_\_\_\_\_

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

1. **Any additional information necessary to assist RIAC in evaluating your bid may be listed here.**

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2. **Provide references from at least (3) companies, which have received the proposed or similar services.**

a) Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_ Date of Purchases \_\_\_\_\_

b) Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_ Date of Purchases \_\_\_\_\_

c) Name of Facility, Group, Organization or Firm \_\_\_\_\_

Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Email \_\_\_\_\_ Date of Purchases \_\_\_\_\_

3. List any deviations from the SPECIFICATIONS and MANDATORY REQUIREMENTS section in this document. An explanation must be provided below and documentation provided to verify compliance with the minimum specifications on a similar or equivalent basis.

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

4. Pricing Information (please print clearly):

Total Cost \$ \_\_\_\_\_  
(Amount in Numbers)

\_\_\_\_\_ (Amount in Words)

**"NO BID" RESPONSE FORM**

To submit a "No Bid" response for this project, this form must be completed for your company to remain on our bidders list for commodities/services referenced. If you do not respond your name may be removed from this bidders list.

Note: Please show the solicitation number on the outside of the envelope.

Please check statement(s) applicable to your "No Bid" response –

- Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- Specifications are ambiguous (explain below).
- We are unable to meet specifications.
- Insufficient time to respond to the solicitation.
- Our schedule would not permit us to perform.
- We are unable to meet bond requirements.
- We are unable to meet insurance requirements.
- We do not offer this product or service.
- Remove us from your vendor list for this commodity/service.
- Other (specify below).

Comments:

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\_\_\_\_\_  
Company Name (as registered with the IRS)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Correspondence Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone/Fax

## 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 is 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. Prices offered may not be withdrawn for a period of ninety (90) days immediately following the opening of this Bid. 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.
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. 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.
9. 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.
10. 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.
11. The supplier shall hold and save RIAC, The State of Rhode Island, Rhode Island Department of Transportation 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.

12. Payment of the seller's invoices is subject to adjustment.
13. The Bidder agrees that:
  - a. He/she shall not discriminate against any person 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.
14. RIAC shall retain the right to reject any and/or all bids received, and responses to this and/or related documents, if determined to be non-responsive in any form, or if determined to be in the best interest of RIAC.
15. 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.
16. 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.
17. 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.
18. 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, that he/she has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Invitation for Bids and documents. 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.

19. 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.
20. 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.
21. 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 can not 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.
22. 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.
23. 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; and, (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
24. 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.
25. 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).
26. 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.