



Rhode Island Airport Corporation

April 22, 2014

Advertisement for Bid Invitation for Bid No. 24754 Restoration and Cleaning of Storm Water Swale

This is an advertisement for bid for the restoration and cleaning of a storm water swale located at T.F. Green Airport in Warwick, RI.

The project includes the restoration and cleaning of a swale approximately 20 feet wide by 500 feet long with four (4) flow control check dam structures/walls and two (2) headwalls. All work shall be completed to the original specification as directed by RIAC Airfield Maintenance. Further details will be provided at the Mandatory Pre-Bid Conference.

Estimated key milestones as follows:

- April 22, 2014 Advertisement for Bid released
- May 2, 2014 – **Mandatory Pre-Bid Meeting @ 10:00AM**
(RIAC Airfield Maintenance Facility, 300 Airport Road, Warwick, RI)
- May 16, 2014 – Bid Opening @ 1:00PM

Jeffrey P. Goulart
Purchasing Agent



Rhode Island Airport Corporation

April 22, 2014

**INVITATION FOR BID NO. 24754
RESTORATION AND CLEANING
OF STORM WATER SWALE
T. F. GREEN AIRPORT**

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is soliciting bids to clean and restore a storm water swale located at T.F. Green Airport.

A Mandatory Pre-Bid Conference for potential bidders will be conducted at **RIAC Airfield Maintenance Facility, 300 Airport Road, Warwick, RI** on **May 2nd, 2014 at 10:00 a.m., local time**. RIAC requires that potential bidders attend the Pre-Bid Conference to familiarize themselves with the Scope of Work for this project.

A tour of the site is scheduled immediately after the Pre-Bid Conference. No other scheduled tour or visit of the project site will be conducted. No claims for extra costs shall be allowed because of lack of full knowledge of verifiable conditions.

All Questions from prospective bidders must be sent to: procurement@pvdairport.com by May 7, 2014. RIAC will respond to these questions by May 9, 2014 via an addendum.

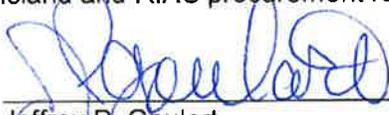
Sealed bids will be received by RIAC at **T.F. Green Airport, 2000 Post Road, Warwick, RI 02886 until 1:00 pm, local time, May 16, 2014** at which time and place all bids will be publically opened. Bids must be in a sealed envelope clearly marked with "**IFB No. 24754 – Swale Restoration**" and addressed to: **Office of Procurement, 3rd Floor, T. F. Green Airport, 2000 Post Road, Warwick RI 02886-1533**. 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. RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason.

The successful bidder will be the lowest responsible and responsive bidder, whose responsive bid conforms to the written requirements of RIAC. For purposes of this solicitation, the lowest responsible and responsive bidder is the firm that RIAC determines meets the specifications at the lowest price. The successful bidder must hold the bid price for ninety (90) days from bid opening date.

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.



Ronald Stella
AVP Airfield, Operations and Facilities



Jeffrey P. Goulart
Manager of Finance and Administration

PROJECT DESCRIPTION

The project includes the restoration and cleaning of a swale approximately 20 feet wide by 500 feet long with four (4) flow control check dam structures/walls and two (2) headwalls. All work shall be completed to the original specification as directed by RIAC Airfield Maintenance. Further details will be provided at the Mandatory Pre-bid Conference.

SCOPE OF WORK

- Install appropriate sediment and erosion control measures and remove upon completion;
- Install appropriate measures to prevent turbidity downstream of culvert and remove upon completion;
- Rebuild stone check dams;
- Power-wash two (2) headwalls and associated splash pad and rip rap;
- Inspect, remove and clean sediment from check dams and sediment basin.
 - a) Requires creation of temporary check dam with sand bags and pump for diversion. All diverted flows shall be reintroduced up stream of the culvert.
 - b) Material removed shall be managed on site.
- Remove vegetation along edges which can impede flow;
- Reset rip rap at outfall and along sides where appropriate; and
- Other related elements to support above scope items as necessary.

CONSTRUCTION SCHEDULE

- A. All phases of work should be conducted during low flow conditions.
- B. Hours of work will be 0700-1530, or as otherwise approved by RIAC.

PROJECT CONDITIONS

- A. The Contractor shall comply with all applicable Occupational Safety and Health Administration (OSHA) and Rhode Island requirements (to include the RI Division of Occupational Safety and those in Title 23, Health and Safety Laws).
- B. The Contractor shall comply with all local, state, and federal regulations for handling any hazardous materials.
- C. Upon completion of work, remove all temporary control measures installed by the Contractor.

PROTECTION 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 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 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.

The Contractor shall promptly remedy all damage or loss to any proper caused in whole or in part by the Contractor, his Subcontractors or anyone directly or indirectly employed by any of them or by anyone for

whose acts any of them may be liable and for which the Contractor is responsible under except damage or loss attributable to the acts or omissions of the Owner or Design Engineer or anyone directly or indirectly employed by either of them.

CHANGE ORDERS

A Change Order is a written order to the Contractor, signed by the Owner issued after the execution of the Agreement, authorizing a Change in the Work and/or an adjustment in the Contract Sum and or the Contract Schedule. The Contract Sum and the Schedule may be changed only by written change order. A change order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum and/or the Schedule.

If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order or as a result of several Change Orders that application of the agreed upon unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted. Otherwise, bid unit prices shall be used whenever.

TIME OF COMPLETION

Upon execution of the contract, RIAC will issue a written "Notice-to-Proceed" for work associated with this project and this work shall be completed within 30 calendar days from the date of issuance.

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.
- e. Errors and Omissions Coverage with minimum limits of \$1,000,000 per occurrence.

RIAC 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.

BOND REQUIREMENTS:

Payment and Performance Bonds shall be as specified below; only on the Payment and Performance Bond forms, as shown in Exhibit A within this IFB is acceptable.

1. Performance Bond: A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and faithful execution of the Work and

performance of the Contract in accordance with the Contract Documents. This Bond shall guarantee the repair and maintenance of all defects due to faulty materials and workmanship that appear within a period of one (1) year, or as otherwise specified in the Specifications (whichever is greatest), from the date of final completion and written acceptance of the Work by the Owner.

2. Labor and Material Payment Bond: A good and sufficient bond in an amount equal to one hundred percent (100%) of the total amount of the Contract, as evidenced by the Bid tabulation or otherwise, guaranteeing the full and proper protection of all claimants supplying labor and materials in the prosecution of the Work provided for in said Contract and for the use of each such claimant.
 - A. No Sureties will be accepted by RIAC who are now in default or delinquent on any bonds or who are involved in any litigation against RIAC, and/or the State of Rhode Island (State).
 - B. Should any Surety on the Construction Contract be determined unsatisfactory at any time by RIAC, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to RIAC and at no additional cost to RIAC. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by RIAC.
 - C. The Bidder shall require the Attorney-in-Fact who executes the required bonds, on behalf of the Surety, to affix thereto a certified and current copy of his Power of Attorney, indicating the monetary limit of such power.
 - D. The cost of the bonds shall be included in the bid.

AIRPORT BADGING REQUIREMENTS

No badging requirements are required at this time. If badging is required at a future date, the contractor will be allowed to submit for reimbursement of the appropriate cost.

CONTRACT AGREEMENT

RIAC's standard Contract Agreement is attached hereto and incorporated herein by this reference as Exhibit B. RIAC expects the bidder to execute this Agreement.

OTHER REQUIREMENTS:

1. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
2. Bidders shall be licensed in the State of Rhode Island and will hold all Trade Contracts on the Project.
3. Trade Contractors (sub-contractors to the General Contractor) shall be qualified to perform the work contracted for and shall be licensed as such in the State of Rhode Island.

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Responses are **due no later than 1:00 p.m., May 16, 2014** Attention: Office of Procurement, Rhode Island Airport Corporation, 3rd 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 _____ Tax Payer ID _____

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.

BID PROPOSAL FORM

1. Contractors submitting proposals must have experience in swale maintenance. As part of this submission, RIAC requires the bidder to provide 3 recent work references. References should include location, work site address, date of work (completion date), contract value of the work, and contact name and phone number at location for reference purposes.

	Location	Date of Work	Value of Work	Contact	
				Name	Phone #
1	_____	_____	_____	_____	_____
2	_____	_____	_____	_____	_____
3	_____	_____	_____	_____	_____

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

3. PRICING INFORMATION IN WORDS AND NUMBERS

RIAC's selection will be based on the sum of Labor (rate and hours) and Materials. Where a discrepancy occurs between the prices quoted in words and in numbers, the figure quoted in words shall take precedence and govern in determining final costs or award of contract.

	Estimated Hours	Total \$
1.) Rebuilding Stone Check Dams		
2.) Powerwashing Two (2) Headwalls		
3.) Inspect/Clean Sediment from Check Dams		
4.) Vegetation Removal		
Total Lump Sum Bid		\$

4. 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

"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:

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 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. Prices offered may not be withdrawn for a period of ninety 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, 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 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.
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. RIAC will accept responses transmitted via facsimile unless stated to the contrary within this document. 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); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a response via facsimile does NOT relieve the Bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-proposal conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.)
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.