



Rhode Island Airport Corporation

January 24, 2014

Invitation for Bid

**Vegetation Obstruction Removal and Security Fencing
Westerly Airport**

Contract No. 25244

Approved by:

Jeffrey P. Goulart
Manager of Finance & Administration

SECTION 00010

ADVERTISEMENT FOR BID

Sealed bids will be received by the Rhode Island Airport Corporation (RIAC) (the Owner) at **T. F. Green State Airport, 2000 Post Road, Third Floor, Warwick, RI 02886** until **2:00 PM, local time, Friday, February 7, 2014** at which time and place all bids will be publicly opened and read for the following project:

**VEGETATION OBSTRUCTION REMOVAL
AND SECURITY FENCING
Westerly Airport
Westerly, Rhode Island
RIAC Construction Contract No. 25244
AIP No. 3-44-0005-XX-2014**

This project generally consists of vegetation obstruction removal, installation of 8 ft chain link, barbed wire fence and a 16-foot double swing gate as shown and described in the Bidding Documents.

The work performed under this Contract shall be governed by the Federal Contract Provisions set forth in the Contract Documents, which include, but are not restricted to, Disadvantaged Business Enterprise (DBE) Subcontractor participation, Equal Employment Opportunity requirements, and compliance with Federal Wage and Hour requirements (Davis-Bacon Act). All requirements of the State of Rhode Island and all administrative regulations shall apply to this project as if herein written out in full.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Rhode Island Airport Corporation to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this section. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of **9.45%** has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to subcontract **9.45%** of the dollar value of the prime contract to Disadvantaged Business Enterprises (DBE), as defined in 49 CFR Part 26.

The attention of prospective bidders is called to the fact that this project is to be bid upon and the contract executed, under the Rules and Regulations for carrying out the provisions of the Airport and Airway Improvement Act of 1982; Public Law 97-248 and Part 152 of the Federal Aviation Regulation (14 CFR Part 152), Title VI of the Civil Rights Act of 1964, as amended and supplemented, and the required provisions of Federal-Aid Contracts, as provided for in Chapters 85, 86, and 88 of the Public Laws of Rhode Island, 1960. In addition, the proposed contract is

under the subject of Executive Order Nos. 11246, as amended, of September 24, 1965 and 13202 of February 17, 2001, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.

Each sealed bid shall be accompanied by a certified check, cashier's check or satisfactory Bid Bond, in an amount equal to five percent (5%) of the bid, payable to the Rhode Island Airport Corporation.

The successful bidder will be required to execute and furnish a Performance Bond, and Labor and Materials Payment Bond as security for faithful performance and payment of all bills and obligations arising from the performance of the work. Each security shall be in an amount of not less than 100% of the contract price and shall be in a form acceptable to the Owner.

Contract Documents will be available **Friday, January 24, 2014**, and may be purchased at **RIAC, T. F. Green State Airport, 2000 Post Road, Third Floor, Warwick, RI 02886**, between the hours of 9:00 a.m. and 4:00 p.m. Monday thru Friday (excluding holidays), at the following cost:

Digitally on a USB Flash Drive: **\$24.00** (non-refundable).

Paper copies: **\$200.00** (non-refundable).

Certified Checks or Money Orders are to be made payable to the Rhode Island Airport Corporation.

A Pre-Bid Conference for bidders will be conducted at **Westerly Airport, 56 Airport Road, Westerly, Rhode Island, 02891 on Friday, January 31, 2014 at 10:00 AM local time** with a site visit immediately following the conference. No other scheduled tours or visits of the project site will be conducted. Neither the Owner, nor the Engineer, shall be responsible for disseminating information discussed at this meeting, except as issued by Addendum.

No bidder may withdraw his bid within one hundred twenty (120) days after the actual date of opening hereof.

Award of the contract shall be made to the lowest responsible and responsive bidder, whose responsive bid conforms to written requirements of the Owner.

Wages of Labor on Federal-Aid Airport Projects – The prevailing wage rates for laborers and mechanics employed by contractors or subcontractors on the initial construction of airport projects shall be paid wages at rates not less than those prevailing on the same type of work on similar construction in the immediate locality as determined by the United States Secretary of Labor, in accordance with the Act of August 30, 1935, known as the Davis-Bacon Act, under the most recent General Wage Decision. The EEO requirements, labor provisions and wage rates are included in the specifications and bid documents are available for inspection at the Office of the Owner.

Vegetation Obstruction Removal And Security Fencing
Westerly Airport
Westerly, Rhode Island

ADVERTISEMENT FOR BID
Section 00010

Work Hours Act of 1962 – This contract is subject to the Work Hours Act of 1962, Public Law 87-581 and implementing regulations.

END OF SECTION 00010

SECTION 00100

INFORMATION TO BIDDERS

I. GENERAL

A. Compliance with Law:

1. Bidders must comply with Title VI of the Civil Rights Act of 1964, the federal Davis-Bacon Act, the federal Anti-Kickback Act and the federal Contract Work Hours and Safety Standards Act.
2. Bidders must comply with all state laws and local ordinances, except that any preferential consideration of local in-state bidders is not allowed.
3. Bidders shall be licensed as a General Contractor in the State of Rhode Island and will hold all Trade Contracts and the Building Permit on the Project.
4. 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.

B. General Bond Requirements:

1. The Proposal Bond shall be specified. Only the Proposal Bond form as bound within these documents, or a cashier's check or certified check is acceptable.
2. Payment and Performance Bonds shall be as specified; only the Payment and Performance Bond forms, as bound within these documents is acceptable.

C. Insurance requirements shall be specified herein.

II. EXAMINATION OF CONDITIONS AFFECTING WORK

- A. Prior to submitting a bid, each bidder shall examine and thoroughly familiarize him/herself with all existing conditions including all applicable laws, codes, and ordinances, rules and regulations that will affect his or her work. Bidders shall visit the site, examine the grounds and all existing buildings, utilities, existing subsurface installations and roads, and shall ascertain by any reasonable means all conditions that will in any manner affect the work. From the examination, the Bidder shall have informed him/herself fully of all conditions to be encountered and all pertinent matters and conditions in connection with the Work and services to be performed. The Bidder shall determine that the condition of the Site of the Work is satisfactory in all respects for the Work. The drawings have been prepared by the Architect/Engineer on the basis of surveys and inspections of the site, and represent an essentially accurate indication of the physical conditions at the site. However, the physical conditions as shown on the drawings are not guaranteed as to accuracy. The Bidder shall fully inform himself as to

existing physical conditions by inspection and other reasonable means, as he/she shall determine.

- B. When boring data is provided in the Contract Documents, the bidder/Contractor shall assume responsibility for any conclusions he/she may draw from such data. He or she may employ his or her own consultants to analyze available information and shall be responsible for any conclusions drawn from that information. The cost of such employment shall be borne solely by the Bidder.

III. FORM AND STYLE OF BIDS

- A. Bids in the form of sealed proposals for the construction of the project will be received until the time and the date stated in **ADVERTISEMENT FOR BID**.
- B. **The Bid shall be submitted on the Proposal Form provided; no other form is acceptable.**
- C. The successful bidder will be required to provide verified breakdown of costs of work in a manner acceptable to the Owner.
- D. All blanks on the Proposal Form shall be filled in by typewriter or printed in ink.
- E. Where so indicated on the Proposal Form the Bid Sum shall be expressed in both words and figures; in case of a discrepancy between the two, the Sums expressed in words shall govern.
- F. Bidder shall quote all Alternates in the Bidding Documents. If Bidder fails to bid on all Alternates, then his/her Bid may be considered irregular, non-responsive and may be disqualified.
- G. Bids containing qualifications may be considered irregular, non-responsive and may be disqualified.

IV. PREPARATION AND SUBMISSION OF BIDS

- A. Bids shall be submitted as indicated by the Proposal Form and shall be signed in ink by a duly authorized person or person(s)
- B. There shall be no erasures or other changes to the Proposal Form.
- C. Proposal Forms containing reservations, conditions, omissions, erasures or alterations, items not required in the bid, or irregularities of any kind, may be rejected by the Owner as being a non-responsive bid.

- D. Each Proposal Form shall indicate the full business name, address of the bidder, and federal identification employment number, and shall be signed by a duly authorized person with the usual signature.

1. The outside of the envelope shall be identified as follows:

PROPOSAL FORM

Rhode Island Airport Corporation
T.F. Green Airport
2000 Post Road
Third Floor
Warwick, Rhode Island 02886
ATTN: Office of Procurement

PROPOSAL FOR:

**VEGETATION OBSTRUCTION REMOVAL
AND SECURITY FENCING**

Westerly Airport

Westerly, Rhode Island

RIAC Construction Contract No. 25244

AIP No. 3-44-0005-XX-2014

SUBMITTED BY: (Name and Address of Bidder)

2. **The envelope shall contain the full Proposal Form which is included in this Project Manual.**
- E. A Proposal Form submitted by a partnership shall list the names of all partners and shall be signed in the partnership name by one of the members of the partnership who is authorized to sign for the partnership.
- F. A Proposal Form submitted by a corporation shall be executed in the legal name of the corporation, followed by the state of incorporation and signed by the President or Vice President or other authorized officer. The name of each person signing the "Proposal" shall be typed or printed below the signature.
- G. When the person signing for a corporation is other than the President or Vice President and when requested by the Owner, a resolution or other satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished for the Owner's records. The name of each person signing the Proposal shall be typed or printed below the signature.

- H. The Proposal Form must be accompanied by a guaranty in the form acceptable to RIAC of a Bid Bond executed on the form provided, a cashier's check or a certified check payable to the Rhode Island Airport Corporation in an amount equal to but not less than 5% of the aggregate amount of the bid and issued by a bid surety acceptable to the Owner, and authorized and licensed to conduct business in the State of Rhode Island. If a bidder is awarded the contract, but fails, refuses, or neglects to execute the contract or to furnish either the required Performance Bond and Labor and Materials Payment Bond ten (10) days after the date of a written Notice of Intent, then the amount of the Bid Bond or check shall be paid to, or retained by, the Owner as liquidated damages, and not as a penalty, and the parties shall be mutually released from further liability based upon the bid submitted.

V. CONTRACT DOCUMENTS

- A. Each bidder shall carefully examine the Contract Documents including the Project Specifications which as defined in Division 0 "Bid Requirements", Division 1 "Contract Requirements" and, and Division 2 "Contract Specifications", and Drawings, and all addenda or other revisions and thoroughly familiarize themselves with the detailed requirements prior to submitting a bid. Bidders shall promptly notify the Office of Procurement, 2000 Post Road, Third Floor, Warwick, RI, 02886, E-mail: procurement@pvdairport.com in writing of any ambiguity, inconsistency, error or omission, which they may discover upon examination of the Contract Documents, Project Site and / or local conditions. Any questions will be forwarded to the Architect to make interpretations, corrections or changes to the Contract Documents. Responses from the Architect will be issued in an Addendum. Neither the Owner nor the Architect will be responsible for any oral instructions and / or responses. Interpretations, corrections or changes made in any other manner will not be binding. All addenda sent to bidders will become a part of the Contract Documents. All inquiries shall be directed in writing or transmitted by e-mail to the RIAC office no later than seven (7) calendar days prior to due date identified in **ADVERTISEMENT FOR BID**. No allowance will be made after bids are received due to oversight and / or error by bidder.
- B. Addenda will be posted on the RI State Purchasing (www.purchasing.ri.gov) and RIAC (www.pvdairport.com/corporate/procurement) websites no later than three (3) calendar days prior to due date identified in **ADVERTISEMENT FOR BID**. Prior to submitting a Proposal each Bidder shall ascertain and acknowledge in writing on the Proposal Form that he has received all Addenda issued.
- D. Owner and Architect do not assume any responsibility for errors, omissions or misinterpretations resulting from the Bidder's use of incomplete Bidding Documents.

VI. OPENING OF BIDS

- A. Bids will be opened and read aloud in public. The RIAC representative will verify and give an indication verbally if Bids appear to be in compliance. Bids received after time and date designated for opening of Bids will be returned unopened. Bidders shall assume full responsibility for timely delivery of Bids.

VII. MODIFICATIONS AND/OR WITHDRAWAL OF BIDS

- A. Bids submitted prior to time and date designated for opening of Bids may be modified or withdrawn only by written notice to the Office of Procurement, 2000 Post Road, Third Floor, Warwick, RI, 02886, E-mail: procurement@pvdairport.com.
- B. Errors or omissions on the part of the bidder in the preparation of his or her Bid Proposal shall not be grounds for the modification or withdrawal after the time set for bid opening.

VIII. BID SECURITY

- A. Each Bid shall be accompanied by a cashier's check or certified check, or acceptable Bid Bond payable unconditionally to the Rhode Island Airport Corporation. The cashier's check, certified check or Bid Bond shall be in the amount of not less than five percent (5%) of the total amount of the Bid. The Bid Security is required by the Owner as evidence of good faith and as a pledge that, if awarded the Contract, the Bidder will execute the Contract Agreement and will furnish the required bonds and insurance certificates within five (5) calendar days after receipt of Notice of Intent to Award. Should the Bidder refuse to enter into such Contract in accordance with his/her Bid, or fail to furnish the required bonds or certificates of insurance, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. The Owner will retain the Bid Security of all Bidders until either the Work has been awarded and the Contract Agreement executed and bonds have been furnished; or the specified time has elapsed so that Bids may be withdrawn; or all Bids have been rejected.

IX. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- A. With the execution and delivery of the Contract Agreement, the Bidder shall furnish, to the Owner, in the amounts herein required and in a format acceptable to the Owner, by a Surety registered in the US Treasury 570 Circular, licensed and authorized to perform work in the State of Rhode Island and acceptable to the Owner, covering the faithful performance of the Contract Agreement and the payment of all obligations arising there under the following:
 - I. 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.
- B. No Sureties will be accepted by the Owner who are now in default or delinquent on any bonds or who are involved in any litigation against the Rhode Island Airport Corporation (Owner), and/or the State of Rhode Island (State).
- C. Should any Surety on the Construction Contract be determined unsatisfactory at any time by the Owner, notice will be given the Contractor, and the Contractor shall immediately provide a new Surety, satisfactory to the Owner and at no additional cost to the Owner. The Contract shall not be operative nor will any payments be due or paid until approval of the bonds has been made by the Owner.
- D. 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.
- E. The cost of the bonds shall be included in the bid.

X. INSURANCE REQUIREMENTS

The following insurance requirements shall apply to the Contractor, its sub-Contractors, suppliers and/or any consultants as may be retained by the Contractor during the project: ***Vegetation Obstruction Removal and Security Fencing***. The Rhode Island Airport Corporation (Owner), the State of Rhode Island, AFCO and AvPorts Management LLC shall be named as additional insured. The Contractor shall furnish one (1) original certificate of all required insurance to the Owner, or designated agent for approval. The certificates shall clearly indicate that the Contractor has obtained insurance of the types, amounts and classifications required by the provisions contained herein. No material change or cancellation of the insurance shall be effective without a thirty (30) day prior written notice to, and approved by, the Owner, or designated agent.

- A. **Contractor's Liability Insurance:** The Contractor, its sub-Contractors, consultants shall not commence the performance of any work or provide any services under the Construction Agreement (Agreement) with the Rhode Island Airport Corporation (Owner) until the insurance required hereunder has been obtained and such insurance has been given to and accepted by the Owner, or its designated agent. The Contractor shall maintain, in full force and effect, the required insurance coverage(s) for the full term of the Agreement and for such longer period(s) as may be specifically required therein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Rhode Island and rated no less than "B" as to management and no less than Class "VIII" as to strength pursuant to the A.M. Best Company Insurance Guide, or its equivalent as approved by the Owner, or its designated agent

- B. **Automobile Liability Insurance:** The Contractor shall maintain, in full force and effect, Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the Agreement in amounts not less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage liability. Only company owned vehicles or company-leased vehicles leased from a leasing company licensed to do business in the State of Rhode Island (with the company name clearly marked on both sides of the vehicle) will be permitted on the *project site*. No such vehicles shall be permitted airfield access following the date of Contract Completion as determined by the Owner, or designated agent.
- C. **Worker's Compensation:** The Contractor shall maintain, in full force and effect, Worker's Compensation Insurance in compliance with the prevailing Rhode Island Statutes.
- D. **Commercial General Liability Insurance:** The Contractor shall maintain, in full force and effect, Commercial General Liability Insurance in an amount not less than **\$1,000,000** for the Contractor per occurrence combined single limit for bodily injury and property damage liability. Coverage must be endorsed to provide contractual liability. The Rhode Island Airport Corporation (Owner), the State of Rhode Island, AFCO and AvPorts Management LLC, shall be named as additional insured.
- E. **Excess (Umbrella) Liability Insurance:** The Contractor shall maintain, in full force and effect, insurance coverage in an amount not less than **\$10,000,000** each occurrence and **\$10,000,000** aggregate.
- F. **Right to Examine:** The Owner, or designated agent reserve the right, upon reasonable notice, to examine the original or true copies of the policies of insurance (including, but not limited to binders, amendments, exclusions, riders, and applications) to determine the true extent of coverage. The Contractor agrees to such examination at the offices of the Executive Director of the Owner.
- G. **Compliance:** Compliance with the requirements contained herein shall not relieve the Contractor of its liability under any other portion of the Agreement or any other Agreement between the Contractor and the Owner.
1. Cancellation of any insurance or non-payment by the Contractor of any premium for any insurance policies required by the Agreement and recited herein or the applicable sub-Contractor(s) or consultants contract(s) with the Contractor shall constitute a breach of the Agreement. In addition to any other legal remedies the Owner may terminate the Agreement, or pay such premiums and deduct the costs thereof from any amounts, which are or may be due the Contractor.
 2. Immediate written notification, by the Contractor, must be given to the Owner in the event of an accident or occurrence, which might give rise to a claim under any policy in which the Owner is named as an additional insured.

3. The Contractor shall cooperate to the fullest extent with the Owner in all matters relating to the insurance provided and shall comply with all requirements of any insurance policy that may be procured by the Owner. The Contractor shall, at its sole cost and expense, furnish the Owner copies of all correspondence, papers, records and other items necessary or convenient for dealing with or defending against any claims, and for administering the aforementioned insurance including furnishing the time of any of its employees, officers, or agents whose presence or testimony is necessary or convenient in any negotiations or proceedings involving such insurance coverage.
 4. The provisions of these insurance requirements are not intended to create any rights for the Contractor other than rights that may be available to it under the policies themselves, whatever such rights might be. Moreover, the Owner make no representation or guaranty either implied or by the provisions of these insurance requirements or otherwise as to the effect of or the coverage under such policies, and no employee or agent of the Owner is authorized to make any such representation or guaranty, or to offer any interpretation of, or information relative to such policies.
- H. **Property Insurance:** Unless otherwise provided, the Owner will provide property insurance on a replacement cost basis, which shall remain in full force and effect until the Owner occupies and uses the facilities constructed under the terms of the Agreement. The insurance required hereunder shall include the interests of the Owner's Representative, the Contractor and its sub-Contractors and consultants of all tiers in the work except that, notwithstanding anything to the contrary, the Owner shall not be required to provide insurance against loss, theft or disappearance of any materials, tools or equipment of the Contractor, any sub-Contractor or consultant of any tier, or any other person(s) furnishing labor or materials for the work. Further, the Contractor agrees to indemnify, defend and hold the Owner, and their officers, agents and employees harmless from any such loss, theft or disappearance.

The Owner and the Contractor shall waive all rights against each other, and any of their respective agents, employees, sub-Contractors and consultants, the Owner and *Stantec Consulting and their sub-consultants* for damages caused by fire or other perils to the extent covered by property insurance obtained or other property insurance applicable to the work as defined in the Agreement. The Contractor, as appropriate, shall require from its sub-Contractors and consultants of all tiers, agents and employees of any of them, by appropriate agreements, similar waivers each in favor of the other parties enumerated herein.

XI. CONTRACTOR QUALIFICATIONS

- A. In order to establish satisfactory responsibility to meet Corporation requirements prior to award of Rhode Island Airport Corporation **Construction Contract No. 25244**, the apparent low bid is required to submit the "Contractor Qualification Form" in the Bid Proposal Section of this Contract Manual in addition to the following information:
1. Evidence of competency consisting of statements covering the bidder's past experience on similar work.
 2. A list of equipment now in your possession and which you propose to use on this contract if awarded to you.
 3. The name and qualifications of your superintendent(s) or supervisory personnel to be assigned to the major features of this work.
 4. Your financial references and an original copy of your current financial statement. In addition, each bidder shall furnish the owner satisfactory evidence of his/her financial responsibility. Such evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the Contractor's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether his/her financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect his/her (bidder's) true financial condition at the time such qualified statement or report is submitted to the owner.

XII. SUBSTITUTES AND PRODUCT OPTIONS

- A. Requests for changes in products, materials, equipment and methods of construction required by the Contract Documents are referred to in Section 01631, Substitutions and Product Options in the Project Manual, which provides the applicable requirements and procedures.

XIII. REJECTION OF BIDS

- A. The Owner reserves the right to waive any informality or irregularity in any bid or bid guaranty, to reject any or all bids, to re-advertise, award or refrain from rewarding a contract for the work, and to negotiate with the apparent qualified low responsive bidder(s) to such extent as may be beneficial to the Owner. The Owner may reject a bid if the Bidder is disqualified.

XIV. TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. Upon execution of the contract, the Contractor shall proceed with the preparation and submittal of shop drawings and his tentative construction schedule and with subsequent ordering and fabricating of materials. The Owner will issue a written "Notice-to-Proceed" which will specify an effective date for the Contractor to begin work at the site. The contract work shall be completed within **45 calendar days** from the date of issuance of the Notice to Proceed.
- B. For each calendar day that any work remains uncompleted after the contract time, the sum specified in the contract and proposal as liquidated damages will be deducted from any money due or to become due the Contractor or his/her surety. Such deducted sums shall not be deducted as a penalty but shall be considered, as liquidation of a reasonable portion of damages that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in his/her contract.
- C. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

XV. SALES TAX

- A. Materials and equipment purchased for permanent installation under this project shall be exempt from the Rhode Island Sales Tax. The exemption certificate number shall be furnished to the successful Bidder. Each Bidder shall take the exemption into account in calculating the bid.

XVI. PUBLIC AGENCY APPROVALS

- A. The work to be performed under this contract is subject to approval by the Owner and the Federal Aviation Administration and all drawings, specifications, and contracts therefore, will be approved by the above agencies.

XVII. DISQUALIFICATION OF BIDDERS

- A. A bidder shall be considered disqualified for any of the following reasons:
 - 1. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.
 - 2. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the owner until any such participating bidder has been reinstated by the owner as a qualified bidder.

3. If the bidder is considered to be in "default" for any of the following reasons:
 - a. Failure to comply with the Contractor Qualification requirements of RIAC included in the proposal as a requirement for bidding.
 - b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.
 - c. Contractor default under previous contracts with the owner.
 - d. Unsatisfactory work on previous contracts with the owner.

XVIII. IRREGULAR BID PROPOSALS

- A. The Owner reserves the right to reject any irregular bid proposals and the right to waive any such technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.
- B. Proposals shall be considered irregular for the following reasons:
 1. If the proposal is on a form other than that furnished by the owner, or if the owner's form is altered, or if any part of the proposal form is detached.
 2. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the proposal incomplete, indefinite, or otherwise ambiguous.
 3. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
 4. If the proposal contains unit prices that are obviously unbalanced.
 5. If the proposal is not accompanied by the proposal guaranty specified by the owner.
- C. The owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

XIX. COMPLETION OF PROPOSAL

- A. The Bidder is required to fill in all the blank spaces on the "Bid Proposal".

- B. 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.

XX. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

- A. Policy:

It is policy of the Rhode Island Airport Corporation that disadvantaged business enterprises as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement.

- B. DBE Obligation:

The Rhode Island Airport Corporation agreed to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The Rhode Island Airport Corporation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this project.

- C. Section 26.37 requires the Rhode Island Airport Corporation to advise each Contractor and Subcontractor who performs work on this project that failure to carry out the above requirements shall constitute a breach of contract.

- D. All bidders, potential Contractors, or Subcontractors for this project are hereby notified that failure to carry out the DBE program policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Rhode Island Airport Corporation.**

- E. The goal for the DBE participation on the project is **nine and forty-five one hundredths percent (9.45%)**.

- F. Refer to Section 00750 of these Specifications for a full copy of the text of the Rhode Island Airport Corporation's *Disadvantaged Business Enterprise (DBE) Plan*.

XXI. NOTICE OF REQUIRED CONTRACT CONDITIONS

- A. The Bidder shall refer to Section 00950, *Federal Contract Conditions* of these Specifications for federally required conditions. Submission of a bid/proposal by a prospective Contractor shall constitute full acceptance of these conditions.

Vegetation Obstruction Removal And Security Fencing
Westerly Airport
Westerly, Rhode Island

INFORMATION TO BIDDERS
Section 00100

END OF SECTION 00100
