Rhode Island Airport Corporation

December 31, 2014

INVITATION FOR BIDS NO. 25592
Aqueous Film Forming Foam (AFFF)

INTRODUCTION

The Rhode Island Airport Corporation (RIAC) is soliciting bids to provide, on an as-needed basis, approximately 265 gallons per year of AFFF Firefighting Foam, meeting the enclosed specification. Contract award shall be for a one-year period with two (2) additional one-year extensions at RIAC's sole discretion.

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

Due date for bids is no later than 2:00 p.m., January 20, 2015, at which time they will be publicly opened. Bids must be in a sealed envelope clearly marked **"AFFF Firefighting Foam – IFB No. 25592"**. 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.

All inquiries related to this IFB shall be directed via email to the Office of Procurement at procurement@pvdairport.com.

The successful bidder will be the lowest responsible bidder. For purposes of this solicitation, the lowest responsible bidder is the firm that RIAC determines meets the specifications at the lowest price. RIAC reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RIAC will be the sole judge in determining as equivalent products (if applicable) The successful bidder must hold the bid price for ninety (90) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids.

All prices quoted are to be FOB delivery location, **T. F. Green Airport Rescue and Firefighting, 271 Cedar Swamp Road, Warwick, Rhode Island 02886.** Payment terms are net thirty (30) days. RIAC is Tax Exempt organization and a certificate will be supplied as required.

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.

Jeffrey P. Goulart
Purchasing Agent

PRODUCT SPECIFICATIONS

The product must meet the following criteria:

Three percent (3%) Military Specifications Aqueous Film Forming Foam (AFFF) product and manufacturer must appear on the Government Quality Products List under MIL-F-24385F, Fire Extinguishing Agent AFFF Liquid Concentrate for Fresh and Seawater, dated January 7, 1992, and Underwriters Laboratory 162 Standard for Safety for Foam Equipment and Liquid Concentrate, dated March 30, 1994.

The preferred container will be a large (265 gallon) tote, but 55 gallon drums will be accepted. Containers will be part of the total purchase price and become property of the Rhode Island Airport Corporation.

DELIVERY

1. AFFF Foam shall be prepared for shipment in accordance with commercial practice and in compliance with applicable rules and regulations pertaining to the handling, packaging and transportation of the fluid to ensure carrier acceptance and safe delivery.
2. Delivery must be guaranteed within twenty-one (21) days after order is placed, holidays and weekends included. As stated above, approximately 265 gallons are expected to be used annually based on past experience. No guaranteed minimum quantity is in effect.
3. Twenty-four (24) hour notification must be provided prior to delivery.

INSURANCE REQUIREMENTS

Evidence of the following minimum insurance coverage must be provided:

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 $1,000,000 excess of $1,000,000 primary layer.

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.

The contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by RIAC shall be construed as relieving or excusing the contractor from any liability or obligation imposed upon the contractor by the provisions of the contract documents.

The contractor shall be responsible for the work performed under the contract documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The contractor shall be as fully responsible to RIAC for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

INVITATION FOR BIDS NO. 25592
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RESPONSE FORM

Responses are **due no later than 2:00 p.m., January 20, 2015.** Rhode Island Airport Corporation, Office of Procurement, 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 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 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.**

_____

_____

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_____

b. Name of Facility, Group, Organization or Firm_____

Address_____ Contact Person_____

Phone Number_____

c. Name of Facility, Group, Organization or Firm_____

Address_____ Contact Person_____

Phone Number_____

3. **List any deviations from the PRODUCT SPECIFICATIONS 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:**

Container Type (Tote or Drum)	Gallons per Container	Price Per Gallon	Amount (in Numbers)
		$	$
Amount (in Words)			

Note: Price per gallon quoted will remain fixed for entire contract term.

The person signing the form guarantees that he/she has the authority to make the bid offer on behalf of the company as indicated above, and warrants that the bid offer be good for a minimum of ninety (90) days from the date of opening.

"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. In order to ensure that the Airport file has current information, or if you wish to be added to Airport's Vendor Listing. You must also return the Certificate of Familiarity form completed in its entirety.

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

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

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

Comments:

_____

_____

_____

_____
Company Name (as registered with the IRS)

_____
Authorized Signature

_____	_____
Correspondence Address	Printed Name
_____	_____
City, State, Zip	Title
_____	_____ / _____

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 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 (10) 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.