



**REQUEST FOR QUOTE (RFQ) – BID# 7507368**

**CONSTRUCTION SERVICES FOR LADD CENTER (PHASE II) HAZARDOUS MATERIALS MITIGATION, DEMOLITION & SITE RESTORATION FOR SEWAGE TREATMENT, POWER PLANT, FIRE STATION, FOGARTY AND REHAB BUILDINGS AT JOSEPH P LADD CENTER, EXETER**

**SUBMISSION DEADLINE: Thursday, October 03, 2013 at 11:00 AM (ET)**

**PRE-BID CONFERENCE:**  NO  
 YES **Monday, September 23, 2013 at 9:00 AM (ET)**

**Mandatory:**  NO  
 YES

Any vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory pre-bid conference. The representative must register at the pre-bid conference and disclose the identity of the vendor whom he/she represents. Because attendance at the pre-bid conference is mandatory, a vendor's failure to attend and register at the pre-bid conference shall result in disqualification of the vendor's bid proposal as non-responsive to the solicitation.

**Location:** Department of Administration  
One Capitol Hill  
Providence, RI 02908  
Division of Purchases, 2<sup>nd</sup> Floor Bid Room

**Buyer Name:** David A. Cadoret  
**Title:** Chief Buyer

**QUESTIONS** concerning this solicitation must be received by the Division of Purchases at ([bidinfo@purchasing@ri.gov](mailto:bidinfo@purchasing@ri.gov)) no later than (Wednesday, September 25, 2013, 5:00 PM (ET)). Questions should be submitted in a *Microsoft Word attachment*. Please reference the bid number (Bid #7507368) on all correspondence. Questions received, if any, will be posted on the Rhode Island Division of Purchases website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED:** YES

**BOND REQUIRED:** YES

**PUBLIC COPY (R.I. Gen. Law 37-2-18(j)):** This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

**DISK BASED BID:**  NO  
 YES: See attached Disk Based Bidding Information

**THIS IS NOT A BIDDER CERTIFICATION FORM**



**NOTE TO VENDORS:**

Vendors must register on-line at the Rhode Island Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Offers received without the completed four-page Rhode Island Vendor Information Program (RIVIP) Generated Bidder Certification Cover Form attached may result in disqualification.

**Disk Based Bidding Information**

**File Format**

All disk based bid files are ZIP files that you can open using the WinZip 8.1 software. The ZIP file will contain one or more files based on the type of Bid/RPF.

**Downloading the Disk Based Bid**

Bids that have a file for download are marked with a "D" in the Info field of the bid search results. The "D" will be an active link to the WinZip file until the bid reaches its opening date. Clicking on the active "D" link will allow you to open or save the ZIP file associated with the bid. Opening the WinZip file will download a copy to your computer's temporary directory.

**Opening the Disk Based Bid**

Once downloaded, you can open the ZIP file with WinZip and view the Microsoft Office files contained within the WinZip file. Immediately save (extract) the individual files to an appropriate directory on your computer, such as "Desktop" or "My Documents".

**FOR THE DEPARTMENT OF TRANSPORTATION AND OTHER SPECIFIC PROJECTS:**

**Completing the Disk Based Bid**

Once the Microsoft Office files are properly saved, open the individual files and enter the required information in the appropriate fields. Save each file again to capture the new information you entered.

**Submitting the Disk Based Bid**

Save the completed files to a CD or diskette. Label the CD or diskette with the Bid/RFP number and bidder's name (company name, not contract name). Submit as instructed in the Bid or RFP solicitation document.

**SECTION 00300**

**BID FORM**

Date: 9/11/2013  
RFP # 7507368

To: The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

Project: Ladd Center Phase II  
Hazardous Materials Mitigation, Demolition, and Site Restoration of the Sewage Treatment Plant, Fire Station and Power Plant Building, Fogarty Building, and Rehabilitation Building  
Joseph P. Ladd Center, Exeter, RI

Submitted by: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please include in the above spaces the firm's legal name, address, telephone, fax number, contact email address, and license number if applicable)

**1. BASE BID**

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders, and in the Contract Documents, the cost submitted here-in includes all work delineated in the Project Manual and Drawings prepared by The Louis Berger Group, Inc. provided on October 3, 2013 at 11:00AM. Additionally the cost provided here-in is inclusive of all Allowances that have been identified in the Contract Documents, as such they have been calculated as part of the total costs submitted as part of the Base Bid Value. Furthermore, the Base Bid includes all work delineated in the addenda issued throughout the bidding process and takes into consideration the time line as presented for the project included as part of this Bid.

The cost to provide the Owner for the Project in full compliance with the Project Documents can be completed for the Sum of (This Cost includes the values of the Allowances delineated in the Bid Form) and, we, the undersigned, hereby offer to enter into a Contract to perform the Work as prescribed for Base Bid for the sum of:

\$ 

|  |  |
|--|--|
|  |  |
|--|--|

 , 

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|

 , 

|  |  |  |  |
|--|--|--|--|
|  |  |  |  |
|--|--|--|--|

 . 

|  |  |
|--|--|
|  |  |
|--|--|

Numeric

\_\_\_\_\_  
Written

**WE HAVE INCLUDED THE REQUIRED BID SURETY AS REQUIRED BY THE INVITATION TO BID AS PART OF THE ABOVE COST.**

00300-1

## 2. ALLOWANCES

Allowances for the Project to be included in Base Bid are as follows. The following amount (Collective Sum Total) in Bid, for inclusion, in the Base Bid:

- 2.1 Hazardous Materials - \$100,000.  
**(This allowance shall not include the abatement, removal, and/or disposal of the identified PCB bulk product waste materials specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)**
- 2.2 Underground Utilities - \$100,000.  
**(This allowance shall not include the abatement, removal, and/or disposal of the utilities specifically identified on the Contract Drawings and Appendix A of the Contract Specifications)**

**I (the bidder) have carried as part of the Base Bid the total applicable value of the combined totals of Allowances as presented above.**

## 3. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum No. 1, dated \_\_\_\_\_ Addendum No. 2, dated \_\_\_\_\_  
Addendum No. 3, dated \_\_\_\_\_ Addendum No. 4, dated \_\_\_\_\_

## 4. ALTERNATES

BIDDER agrees to be bound by the following alternate prices.

The Bidder shall take notice that the Alternates are listed in the order in which the Owner intends on awarding them based on available funds and as follows...

Add Alternates will be considered in the order in which they are presented except where available project funds require choices out of the order in which they are presented. The Owner will then award the next alternate on the list that the project budget supports or otherwise award a combination of alternates that follows the order within the project budget.

In the event the Owner is required to reduce funds, the Deductive Alternates will be considered in the order presented, except where funds allow for the skipping of a deductive alternate and proceeding to the next.

Additionally, the Owner reserves the right to award a combination of both Additive and Deductive Alternates as may be determined to be in the best interests of the Owner.

00300-2

## 5. UNIT PRICES

Provide Unit Pricing for the following items which shall be used for additive and deductive change orders as may be required. The General Contractor shall submit Unit Costs as requested and each cost submitted shall be considered to be all inclusive and includes overhead, profit, travel, mobilization, incidental and appurtenant cost for the complete legal removal and/or installation of all items identified. Costs submitted shall be inclusive of compliance with all regulatory requirements, legal disposal, labor, materials, testing, bonding and administrative costs to provide labor, materials and services as prescribed in the Contract Documents. When these costs (Unit Costs) are used for deductive change orders, the cost will be totaled and Two (2) percent will be subtracted from the final total which shall be considered administrative costs for the General Contractor for preparing the deductive Change Order. Provide these Unit Costs in Numerical form only. Prior to a final bid award, confirmation of the Unit Costs will be made between the Owner and General Contractor. Unit costs will be reviewed as part of the overall review of the Bidders proposal for fairness and competitiveness.

The General Contractor shall note that the presence of a requested Unit Cost does not imply that General Contractor does not own these services in the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents.

| DESCRIPTION OF SERVICES   | CONTRACTOR'S UNIT COST |
|---|------------------------|
| 1. Provide Local Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.                              |                        |
| Daily Rate (Eight Hours)  | \$     ,     .         |
| One Half Day Rate (Four Hours)  | \$     ,     .         |
| 2. Provide State Police Details that the Owner may direct outside of the Contractor's Responsibility to Provide Police Details for the Protection of the Public.                              |                        |
| Daily Rate (Eight Hours)  | \$     ,     .         |
| One Half Day Rate (Four Hours)  | \$     ,     .         |
| 3. Thirty (30) Yard Roll Off Dumpster for use by the Owners Own Workforce or Owners Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load.  | \$     ,     .         |
| 4. Forty (40) Yard Roll Off Dumpster for use by the Owner's Own Workforce or Owner's Subcontractors. This includes Drop off, and pick up of units as well as tipping fees for allowable load. | \$     ,     .         |

00300-3

|  |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|----|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 5. Cost Per man Hour for a Laborer dedicated to assist in housekeeping operations that may be required to maintain site and building cleanliness for work performed by the Owners Work Force and/or Owner's Subcontractors. This item does not mean the Owner has to utilize a laborer from the Contractors workforce. | \$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 6. Cost to continue to provide and maintain temporary fencing beyond the initial contract period as defined in the specifications per one thousand lineal feet (1,000 lf) including cost of reconfiguration and one double gate vehicle gate (sixteen feet wide) per this unit.  |    |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Per Week   | \$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Per Month  | \$ |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

BIDDER agrees to be bound by the unit prices provided herein:

**DEMOLITION and HAZARDOUS MATERIALS UNIT COSTS**

The Contractor, Demolition Contractor and Hazardous Materials Contractors shall note that the presence of a requested Unit Costs (below) does not imply that the Project Scope of Work does not include the following cost as part of the Base Bid as prescribed in the Contract Documents and are being provided in the event the services are required due to circumstances mutually agreed to as being work in excess of that prescribed in the Contract Documents. Additionally where allowances are established for work that may be encountered, or otherwise is clearly not part of the Base Bid, the following rates shall apply for those changes.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

| DESCRIPTION OF SERVICES  | CONTRACTOR'S UNIT COST |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 7. Provide TCLPS in full compliance with all regulatory requires utilizing the Owner's Lab as may be requested by the Owner in addition to those required in the base bid. |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Twenty Four hour Turnaround  | \$                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Forty Eight hour Turnaround  | \$                     |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |                        |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

|   |        |
|---|--------|
| 8. Expeditious Removal and Disposal of Underground Tanks including all appurtenant work such as disconnect from piping, pump out tank, purging, excavation, backfill, compaction, rigging, transportation, disposal, working with regulatory authorities and design team and etc. as required to remove the structure from the work site. |        |
| Underground Tank less than 1000 Gallons Per Each  | \$ , . |
| Underground Tank 1001 to 5000 Gallons Per Each  | \$ , . |
| Underground Tank 5001 to 10000 Gallons Per Each   | \$ , . |
| Underground Tank 10,001 and greater Gallons Per Each  | \$ , . |
|   |        |
| 9. All services required for the collection, storage and legal disposal of fuel, oil, solvents and other liquid materials classified as hazardous.  |        |
| Per Gallon, Total 1 to 10 Gallons   | \$ , . |
| Per Gallon, Total 10 to 50 Gallons  | \$ , . |
| Per Gallon, Total 50 Gallons and greater  | \$ , . |
|   |        |
| 10. All services required to excavate, temporarily store and protect, remove and dispose of in a legal manner contaminated soils as may be encountered, not identified in the base bid. Unit cost per cubic yard, one to ten cubic yards.   |        |
| Per Cubic Yard, Total 1 to 10 Cubic Yards   | \$ , . |
| Per Cubic Yard, Total 10 Cubic Yards and greater  | \$ , . |
|   |        |
| 11. All services required to remove, and legally dispose of electrical transformers with suspect hazardous materials (unit cost per each)   |        |
| Per Each  | \$ , . |
|   |        |
| 12. All services required to remove and legally dispose asbestos pipe insulation (less than or equal to 6 inch pipe diameter)   |        |
| Per Linear Foot   | \$ , . |
|   |        |
| 13. All services required to remove and legally dispose asbestos pipe insulation (greater than 6 inch pipe diameter)  |        |
| Per Linear Foot   | \$ , . |

|   |        |
|---|--------|
|   |        |
| 14. All services required to remove and legally dispose miscellaneous asbestos containing materials, (i.e. brake shoes, ductwork insulation, doors and etc. shall be cost per square foot of surface area.) |        |
| Per Square Foot   | \$ , . |
|   |        |
| 15. All services required to remove and legally dispose asbestos containing floor materials (floor tiles, subfloor, etc)  |        |
| Per Square Foot   | \$ , . |
|   |        |
| 16. All services required to remove and legally dispose self luminous exit signs (containing tritium gas or equal).   |        |
| Per Each  | \$ , . |
|   |        |
| 17. All services required to remove and legally dispose asbestos containing ceiling and wall materials (mastic, skimcoat, plaster, etc)   |        |
| Per Square Foot   | \$ , . |
|   |        |
| 18. All services required to remove and legally dispose Caulking Materials Containing Asbestos.   |        |
| Per Linear Foot   | \$ , . |
|   |        |
| 19. All services required to remove and legally dispose underground asbestos pipe insulation, including pipe removal, excavation, soil disposal, backfill, and restoration.                                 |        |
| Per Linear Foot (less than/equal to 6 inch outer diameter)  | \$ , . |
| Per Linear Foot (greater than 6 inch outer diameter)  | \$ , . |
|   |        |
| 20. All services required to remove and legally dispose underground transite pipe, including excavation, soil disposal, backfill, and restoration.  |        |
| Per Linear Foot (less than/equal to 6 inch outer diameter)  | \$ , . |
| Per Linear Foot (greater than 6 inch outer diameter)  | \$ , . |

00300-6

|  |        |
|--|--------|
|  |        |
| 21. All services required to abate, demolish, remove, and dispose an underground concrete 4 foot by 3 foot utility tunnel with two 6 inch diameter cast iron pipes wrapped in asbestos containing insulation, including pipe removal, removal and disposal of deteriorated asbestos insulation debris, soil disposal, excavation, backfill, and restoration. |        |
| Per Linear Foot (less than or equal to 100 linear feet)  | \$ , . |
| Per Linear Foot (greater than 100 linear feet)   | \$ , . |
|  |        |
| 22. All services required to remove and dispose inactive underground utilities, including excavation, backfill, and seeding. (utilities include water, sewer, drain)   |        |
| Per Linear Foot (clay)   | \$ , . |
| Per Linear Foot (concrete)   | \$ , . |
| Per Linear Foot (cast iron/ductile iron)   | \$ , . |
| Per Linear Foot (PVC/HDPE)   | \$ , . |

BIDDER agrees to be bound by the unit prices provided herein:

**BEDROCK and BOULDER REMOVAL UNIT COSTS**

The Contractor and Subcontractors shall note that the unit costs presented below are for materials that may be encountered during the project for work not part of the original Base Bid Price that affects the work issued by changes in scope of work, or otherwise clearly not part of the original scope of work. These materials include bedrock removal and disposal, boulder removal/disposal and the removal and disposal of other debris such as tree stumps.

Quantity classifications delineated below shall be determined based on the scope of work being performed and may be considered cumulative for work that is being performed in localized areas of the project, and/or project wide depending on the circumstances and/or phase of work underway. The Contractor and Owner shall review the status of work underway and mutually agree on the unit costs to be carried as the project progresses and shall adjust the unit cost accordingly based on the overall work effort being undertaken and determination that multiple mobilizations and/or unique and/or separate set up efforts were required to perform the work.

| DESCRIPTION OF SERVICE                          | CONTRACTORS UNIT COST |
|---|-----------------------|
| 23. Ledge/Rock Removal and Disposal with Hammer |                       |
| Per Cubic Yard (0- 1500 CY)                     | \$ , .                |
| Per Cubic Yard (1500 CY and Above)              | \$ , .                |

|   |        |
|---|--------|
| 24. All services required to remove and dispose existing underground concrete foundations and slabs   |        |
| Per Cubic Yard  | \$ , . |
| 25. All services required to cut, remove, and dispose trees, includes stump removal, backfill, and restoration  |        |
| Per Each (Less than or equal to 6 inch diameter)  | \$ , . |
| Per Each (Greater than 6 inch diameter)   | \$ , . |
| 26. Boulder Removal, greater than 0.5 Cubic Yards, including backfill, disposal and restoration.  |        |
| Per Cubic Yard  | \$ , . |
| 27. All services required to remove and dispose tree stumps, including excavation, backfill, and restoration.   |        |
| Per Each  | \$ , . |
| 28. Dewatering During Removal of Unsuitable Materials covered under Unit Costs. This includes mobilization, equipment, including but not limited to the pump; hoses; fittings; sumps; fuel, and manpower to set up and monitor as required. |        |
| 2" Pump per Hour 4 hour minimum   | \$ , . |
| 3" Pump per Hour 4 hour minimum   | \$ , . |
| 4" Pump per Hour 4 hour minimum   | \$ , . |
| 6" Pump per Hour 4 hour minimum   | \$ , . |

BIDDER agrees to be bound by the unit prices provided herein:

## 6. CONTRACT TIME

If this Bid is accepted, we will achieve Substantial Completion of the Project by the dates outlined in the following table for as applicable while working within the Key Dates and Milestone periods delineated below.

If this Bid is accepted, we will achieve Final Completion of the Project by the date of October 15, 2014 while working within the Key Dates and Milestone periods delineated below.

Start of Construction .....February 1, 2014

Date of Substantial Completion .....September 15, 2014

(Substantial Completion represents the date that the contractor commences Punch List completion, Systems Shake Out, Connections of Owner Provided Equipment and Systems as they are installed and the Owner commences Owner Mobilization and Fit Out.)

Date of Final Completion and Certificate of Occupancy ..... October 15, 2014

(Full and Beneficial Use Date with Certificate of Occupancies which allow for Public Access)

This is the date the Owner will officially open the building(s) for full operations and public access which shall be the date of Full and Beneficial Use. Issuance of Final Completion of the Building(s) will be considered at this time provided all punch lists are reasonably complete and there is no outstanding work to be completed.

## 7. DRAWING AND CONTRACT EXHIBITS

Project Drawing and Technical Specifications have a Table of Contents that serve as the list of Drawings and Project Documents

## 8. LIQUIDATED DAMAGES

The Bidder (Contractor) acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the building(s) as defined in the master schedule and Section entitled "Contract Time" in this Bid Form. It is the Owner's intent to occupy the building(s) as delineated in the project schedule and achieve final completion including the installation of all systems, furniture, equipment, testing of systems, and to provide training on all building systems while the Contractor finalizes their obligation.

Therefore, the Owner and the Contractor agree as set forth in the following paragraph.

If the Contractor fails to achieve milestones allowing the Owner to effectively and properly mobilize, setup, install and test systems such as but not limited to furniture, equipment, communications, computer networks and other systems as required to operate a public safety complex, in the periods delineated under Contract Time the Owner shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the actual costs for such delay, as follows...

The Owner reserves the right to "Actual Damages" which for the purposes of this section shall be defined as all associated costs to delay and/or store systems, furniture and equipment including the costs of any and all labor and potential difference in cost between original owner proposals and potential costs differences due to premiums associated with these costs and ARE limited to remobilization to complete the work timely as it is related and associated with such delay, including remobilization costs, design team fees, project management fees, shift premiums and other costs associated with such delays for those items outlined here-in. These damages shall be based on the actual documented costs for those items defined above and the Owner Acknowledges that it will not impose costs for rental of temporary facilities to conduct Fire Academy business, additional transportation costs associated with staff and premiums associated with staff not associated with setting up the building(s).

The Owner may deduct liquidated damages described in the aforesaid from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner upon the demand of the Owner, from the Contractor and/or its surety."

Liquidated damages shall be assessed at a rate of \$1,000.00 per day. The maximum liquidated damages payable shall be \$75,000.00.

## 9. BID FORM SIGNATURE(S)

The Bid Sum submitted for the Base Bid includes the totals for Allowances. Bid Alternates and Unit Costs are provided as the Bid Form requires.

\_\_\_\_\_  
(Bidder's name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Corporate Seal:

**THE CONTRACTOR SHALL PROVIDE AN AFFIDAVIT THAT THE PERSON WHO HAS AFFIXED HIS OR HER SIGNATURE TO THIS BID FORM IS ACTIVELY AND LEGALLY AUTHORIZED TO BIND THE FIRM CONTRACTUALLY.**

**THIS FORM MUST BE SUBMITTED WITH AND AFFIXED TO THE BID FORM.**

**END OF BID FORM**

00300-10



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

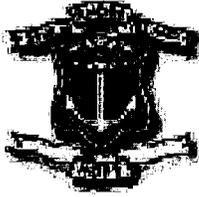
**BID 7507368**

**CONSTRUCTION SERVICES FOR LADD CENTER (PHASE II) HAZARDOUS MATERIALS  
MITIGATION, DEMOLITION & SITE RESTORATION FOR SEWAGE TREATMENT,  
POWER PLANT, FIRE STATION, FOGARTY AND REHAB BUILDINGS AT JOSEPH P  
LADD CENTER, EXETER**

**ADDITIONAL INFORMATION**

In Project Manual Section 00800-1, Item 13.10.1.4. Disregard, does not apply.

See attached **NOTICE TO VENDORS** which pertains to submitting a bid on a public works project exceeding \$500,000.00.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration  
DIVISION OF PURCHASES  
One Capitol Hill  
Providence, RI 02908-5855

**NOTICE TO VENDORS**

Effective **January 1, 2013** all *public works project* related bids or proposals exceeding **Five Hundred Thousand (\$500,000) dollars** are required to include a "public copy." All agency contract solicitations and invitations for bids, etc. shall state that any bid or proposal that exceeds Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. For further information, please see R. I. Gen. Laws §37-2-18(j)..

Dated: December 11, 2012



State of Rhode Island Department of Administration  
Division of Purchases

REVISED  
December 7, 2012

NOTICE TO CONTRACTORS  
AND VENDORS BIDDING  
ON PUBLIC WORKS PROJECTS

Effective **January 1, 2013** all Public Works related project proposals exceeding Five Hundred Thousand (\$500,000) dollars are required to include a “public copy.” All agency contract solicitations, requests for proposals, invitations for bids, etc. shall state that any bid or proposal that exceeds Five Hundred Thousand (\$500,000) dollars must include a copy to be available for public inspection upon the opening of the bids. Any bid or proposal in excess of Five Hundred Thousand (\$500,000) dollars which does not include a copy for public inspection shall be deemed to be non-responsive. Additionally, proposals submitted for a Master Price Agreement, when the total amount potentially may exceed Five Hundred Thousand (\$500,000) and the solicitation expressly requires any or all vendors to submit a public copy, must include a copy to be available for public inspection.

For further information, please see R.I. Gen. Laws Section 37-2-18(j) and State Procurement Regulations at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). This requirement applies to all public works projects (vertical and horizontal) exceeding Five Hundred Thousand (\$500,000) dollars and any combination of base bid plus all alternates.

In accordance to the State Procurement Regulations that became effective January 2, 2012 the following conditions are required:

1. All bid proposals shall be opened publicly and read aloud.
2. Each bid, together with the name of the bidder, shall be recorded and an abstract made available “immediately” for public inspection.

3. Copy of the redacted bid proposal shall be available for public inspection by the close of the business the day the subject bid(s) and/or contract(s) is opened by the Division of Purchases.
4. The burden to identify and withhold from the public copy that is released at the bid opening any trade secrets, commercial or financial information, or other information the bidder deems not subject to public disclosure pursuant to Chapter 38-2, the Access to Public Records Act, shall rest solely and exclusively with the bidder submitting the bid proposal.
5. At the time that a proposal is submitted, a bidder must submit a redacted copy of the bid proposal in a PDF (Portable Document File) file format on a read only CD-R Media Disk (hereinafter referred to as a "CD"). Vendors are required to provide all documents submitted in response to the bid solicitation on the CD.
  - a. The acceptable media is a CD-R. Media that is read/writable (CD RW) will not be accepted.
  - b. Only readable, not writeable media is acceptable.
  - c. Vendor is responsible for supplying their own CD-R media.
  - d. Vendor is responsible for the integrity of the CD.
6. Failure of the bidder to submit a public copy on a readable CD, as required by RIGL 37-2-18 as amended, shall result in the disqualification of said bid.
7. CD must be enclosed in a protective cover and the protective cover clearly labeled with the following:
  - a. Marked "Public Copy"
  - b. Title of Solicitation as it appears on the RIVIP cover letter.
  - c. Name of Company and Vendor ID as it appears on the RIVIP cover letter.
  - d. Bid Response Number as it appears on the RIVIP cover letter.
  - e. Date of Bid as it appears on the RIVIP cover letter.
8. Bid response on CD-R to be in a PDF (Portable Document Format).
  - a. One PDF file will be on the CD-R. File to meet the following requirements:
    - i. Only one file will contain all documents in response to the bid. If you have more than one document for the response, the documents must be concatenated or merged into one PDF document. Failure to submit only one PDF file may result in disqualification of bid.
    - ii. File should be named in the following manner:
      1. BidNumber\_DateofBid\_VendorName\_VendorID.pdf. Where:
        1. Bid Number is the bid number for which the response is for as it appears on the RIVIP cover sheet.
        2. Dateofbid is date of bid using the format (mm-dd-yyyy).
        3. VendorName is the name of the vendor as one word – no spaces or punctuation.
        4. Vendor ID as it appears on the RIVIP vendor cover sheet.

**Note: you must use underscores in separating the fields. Do not use underscores anywhere else in the filename other than to separate the fields.**

**Example: 1234567\_06-01-2011\_Vendor1\_9876.pdf**

9. Purchasing staff will officially conclude the bid opening and all loaded proposals will be posted to the Purchasing web site. All proposals will be available immediately after bid opening [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

For technical assistance, contact the Division of Purchases office at 574-8100.



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**Solicitation Information  
RFQ #7507368  
TERMS AND CONDITIONS FOR THIS BID**

**RIVIP**

It is the Vendor's responsibility to check and download any and all addenda from the RIVIP. This offer may not be considered unless a signed RIVIP generated Bidder Certification Cover Form is attached and the Unit Price column is completed. The signed Certification Cover Form must be attached to the front of the offer. When delivering offers in person to One Capitol Hill, vendors are advised to allow at least one hour additional time for clearance through security checkpoints.

**START**

Starting date \_\_\_\_\_ no. of working days required for completion \_\_\_\_\_.

**SURETY**

Bidder is required to provide a bid surety in the form of a bid bond, or a certified check payable to the state of Rhode Island, in the amount of a sum not less than five percent (5%) of the bid price. Bid surety must be attached to the bid form. The successful bidder will also be required to furnish performance and labor and payment bonds at time of tentative contract award.

**WAGE**

Bidders are advised that all provisions of title 37 chapter 13 of the general laws of Rhode Island apply to the work covered by this request, and that payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime, and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors. The prevailing wage table may be obtained at the Rhode Island Division of Purchases home page by internet at [www.purchasing.ri.gov](http://www.purchasing.ri.gov). Select "Bidding Information", then "General Information" and then select "Prevailing Wage Table". The State of Rhode Island uses the general decision number ri20100001. Printing the entire document averages approximately one minute per page - you may want to print only the pages applicable to your bid. Bidders note: in the event this bid specifies price offers on a time-and-materials basis, i.e., an hourly rate, any or all bids submitted in an amount less than the prevailing rate in effect for the work covered by this request as of the date of bid issuance shall be rejected by the Division of Purchases.



**State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387**

**Solicitation Information  
RFQ #7507368  
TERMS AND CONDITIONS FOR THIS BID**

**INSURANCE**

An insurance certificate in compliance with provisions of item 31 (insurance) of the general conditions of purchase is required for comprehensive general liability, automobile liability, and workers' compensation and must be submitted by the successful bidder(s) to the division of purchases prior to award. The insurance certificate must name the state of Rhode Island as certificate holder and as an additional insured. Failure to comply with these provisions may result in rejection of the offeror's bid. Annual renewal certificates must be submitted to the agency identified on the purchase order. Failure to do so may be grounds for cancellation of contract. Note: If this bid covers construction, school busing, hazardous waste, or vessel operation, applicable coverages from the following list must also be submitted to the division of purchases prior to award: \* professional liability insurance (aka errors & omissions) - \$1 million or 5% of estimated project cost, whichever is greater. \* Builder's risk insurance - coverage equal to face amount of contract for construction. \* School busing - auto liability coverage in the amount of \$5 million. \* Environmental impairment (aka pollution control) - \$1 million or 5% of face amount of contract, whichever is greater. \* Vessel operation - (marine or aircraft) - protection & indemnity coverage required in the amount of \$1 million.

**LICENSE**

Vendor (owner of company) is responsible to comply with all licensing or state permits required for this type of service. A copy of license/permit should be submitted with this bid. In addition to these license requirements, bidder, by submission of this bid, certifies that any/all work related to this bid, and any subsequent award which requires a Rhode Island license(s), shall be performed by an individual(s) holding a valid Rhode Island license.

**INSPECTION**

Bidders are responsible for inspection of equipment and/or location, taking measurements\* when required, and making themselves aware of the total requirement before submitting a bid. \*measurements provided with any bid are for reference purposes and are not guaranteed to be completely accurate.



**State of Rhode Island**  
**Department of Administration / Division of Purchases**  
**One Capitol Hill, Providence, Rhode Island 02908-5855**  
**Tel: (401) 574-8100 Fax: (401) 574-8387**

**Solicitation Information**  
**RFQ #7507368**  
**TERMS AND CONDITIONS FOR THIS BID**

**APPRENTICE**

Apprenticeship-Rhode Island general laws 37-13-3.1 requires all general contractors and subcontractors who perform work on any public works contract by the state valued at seven hundred fifty thousand dollars (\$750,000.00) or more shall employ apprentices required for the performance of the awarded contract. The number of apprentices shall comply with the apprentice to journeyman ratio for each trade approved by the apprenticeship council of the Department of Labor and Training.

**PURCHASE AGREEMENT BID**

Bidding (a) A single price shall be quoted for each item against which a proposal is submitted. This price will be the maximum in effect during the agreement period. Any price decline at the manufacturer's level shall be reflected in a reduction of the agreement price to the State. (b) Quantities, if any, are estimated only. The agreement shall cover the actual quantities ordered during the period. Deliveries will be billed at the single, firm, awarded unit price quoted regardless of the quantities ordered. (c) Bid price is net F.O.B. destination and shall include inside delivery at no extra cost. (d) Bids for single items and/or a small percentage of total items listed, may, at the State's sole option, be rejected as being non-responsive to the intent of this request. ORDERING (a) The User Agency(s) will submit individual orders for the various items and various quantities as may be required during the agreement period. (b) Exception - Regardless of any agreement resulting from this bid, the State reserves the right to solicit prices separately for any extra-large requirements for delivery to specific destinations.

**AWARD**

The state, at its sole discretion, shall reserve the right to make one or multiple awards for this requirement and/or to reject any or all bids.

**FISCAL YEAR - AWARD EXTENDING PAST FISCAL YR END**

Awards extending beyond June 30th are subject to availability of funds. Continuation of the contract beyond the initial fiscal year will be at the discretion of the state. Termination may be effected by the state based upon determining factors such as unsatisfactory performance or the determination by the state to discontinue the goods/services, or to revise the scope and need for the type of goods/services; also management owner determinations that may preclude the need for goods/services.

**END DOCUMENT**