



**Solicitation Information**  
**6/8/16**

**RFP#7549875**

**TITLE: Ninigret Marsh Restoration and Beneficial Reuse Project**

**Submission Deadline: 7/22/16 AT 10AM**

**PRE-BID/ PROPOSAL CONFERENCE:**

**MANDATORY (YES):**

If 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/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

**DATE: 6/28/16 AT 10AM**

**LOCATION: Charlestown Breachway, Charlestown Beach Rd, Charlestown, RI State Boat Ramp**

Questions concerning this solicitation must be received by the Division of Purchases at [doa.purbidinfo@purchasing.ri.gov](mailto:doa.purbidinfo@purchasing.ri.gov) no later than 7/1/16 at 5pm.(EST). Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

**SURETY REQUIRED: YES**

**BOND REQUIRED: YES**

NAME OF BUYER: David A. Cadoret

TITLE OF BUYER: Chief Buyer

Applicants must register on-line at the State Purchasing Website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)

**Note to Applicants:**

Offers received without the entire completed three-page RIVIP Generated Bidder Certification Form attached may result in disqualification.

**THIS PAGE IS NOT A BIDDER CERTIFICATION FORM**

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## **SECTION 1: INTRODUCTION**

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Coastal Resource Management Council, is soliciting proposals from qualified firms to provide dredging and the spreading of that dredged material onto the adjacent marsh areas., in accordance with the terms of this Request for Proposals and the State's General Conditions of Purchase, which may be obtained at the Rhode Island Division of Purchases Home Page by Internet at [www.purchasing.ri.us](http://www.purchasing.ri.us).

Dredging can only be initiated after November 15, 2016 and must be completed by February 15, 2017. Restoration of access area and complete demobilization including final completion of all contract requirements must be completed by March 15, 2017.

This is a Request for Proposals, not an Invitation for Bid. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to price; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted proposals.

### **INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:**

1. Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the vendor. The State assumes no responsibility for these costs.
4. Proposals are considered to be irrevocable for a period of not less than 60 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other state locations, or which are otherwise not present in the Division at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division.
7. It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered.

Subcontracts are permitted, provided that their use is clearly indicated in the vendor's proposal and the subcontractor(s) to be used is identified in the proposal.

8. All proposals should include the vendor's FEIN or Social Security number as evidenced by a W9, downloadable from the Division's website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
9. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds.
10. Vendors are advised that all materials submitted to the State for consideration in response to this RFP will be considered to be Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exception, and will be released for inspection immediately upon request once an award has been made.
11. Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
12. Equal Employment Opportunity (G.L. 1956 § 28-5.1-1, et seq.) – § 28-5.1-1  
Declaration of policy – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies to all areas where State dollars are spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
13. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful vendor(s).
14. The vendor should be aware of the State's Minority Business Enterprise (MBE) requirements, which address the State's goal of ten percent (10%) participation by MBE's in all State procurements. For further information visit the website [www.mbe.ri.gov](http://www.mbe.ri.gov)

## **SECTION 2: Background**

The goal of this project is to raise the elevation of an existing salt marsh resource area within Ninigret Pond in order to improve the marsh's resiliency to future sea level rise while dredging existing sedimentation basins for eelgrass bed protection and transport dredged material to the beach face for beneficial reuse. This project is funded by the National Fish and Wildlife Foundation's Hurricane Sandy Coastal Resiliency Competitive Grants Program. The project is divided into two portions, the first project is dredging of the primary sedimentation basin using a small low-flow dredge and placement of that material onto the adjacent marsh. The second project is spreading and grading that dredge material to specified elevations on the marsh. There are two Alternate bid items associated with Project 1, which are to dredge the secondary sedimentation basin and relief channel and place the material in the intertidal zone (Beneficial Reuse Area) east of the Charlestown Breachway.

### **Bidding Instructions**

For the purposes of bidding the work for this project, Contractors may bid on either Project 1 or Project 2; or both Project 1 and Project 2.

1. Project 1 - Dredging Primary Sedimentation Basin Area and Stockpiling Material on Salt Marsh Areas
2. Project 1 Alternates (Additions / Subtractions to Base Bid Price) The bidder offers to: i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and ii) increase or reduce the Base Bid Price by the amount set forth below for each Alternate selected.
  - a. Project 1 Alternate A – Dredging of Relief Channel area with dredge material disposal in intertidal zone of the Beneficial Reuse Area.
  - b. Project 1 Alternate B – Dredging of Secondary Sedimentation Basin area with dredge material disposal in intertidal zone of the Beneficial Reuse Area.
3. Project 2 - Spreading of Stockpiled Material on Salt Marsh Areas

These two projects and alternates represent all of the work required to complete the project. Bidders can bid on one or both of the projects. In the comparison of Bids, alternates will be applied in the order above. The Rhode Island Department of Administration, Division of Purchases, will award Project 1 to the lowest qualified Bidder for that Project and Project 2 to the lowest qualified bidder for that Project. The State at its sole discretion shall reserve the right to make one or multiple awards for this requirement and/or reject any and all bids.

Qualified bidders shall demonstrate a minimum of three projects that the bidder has completed consistent with the specified minimum qualifications for the Project or Alternate that they are submitting a bid for. Minimum qualifications include:

- Project 1 - At least three prior dredging projects, including piped transport of dredged material as a fluidized slurry, within the last five years at the same or greater scale than what is proposed for this project utilizing equipment that meets the project performance standards.
- Project 1 Alternates – At least three prior projects that involve production dredging with beach nourishment as the material placement location.
- Project 2 - At least three prior projects within the last five years working within wetland resource areas (freshwater and/or tidal) where the Bidder was required to control water and work across wetlands and achieve final grades within the tolerances detailed in the specifications.

The Bidder shall ensure that all costs to complete Project 1 and/or Project 2 are incorporated within the prices for the bid. Bids shall reflect current prevailing wage rates for respective labor categories ([www.wdol.gov/dba.aspx#0](http://www.wdol.gov/dba.aspx#0)) and shall not include taxes (tax exemption certificate to be provided to successful bidder).

If a Bidder bids on both Projects, the sum of the prices for each individual Project shall include all costs required to complete that Project because the Bidder may only be awarded one of the Projects. Bids shall not be weighted in a manner such that bid prices for any Project are not adequate to complete that Project alone. All prices provided shall include all labor, survey, engineering, materials, equipment, overhead, incidentals, profit and all other costs required to complete the item of work in accordance with the requirements stipulated herein.

With the submittal of a bid, the Bidder represents:

1. Bidder has visited the site and is satisfied with the conditions that may affect, cost, progress and performance of the work.
  2. Bidder is familiar and is satisfied with all Federal, State and local laws and regulations that may affect, cost, progress and performance of the work.
  3. Bidder has given the State written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in Bidding Documents.
  4. Bidder accepts all quantities shown on the bid form for each salt marsh restoration unit during either the Project 1 dredging phases or Project 2 spreading phases.
  5. Bidding Documents are adequate to indicate and convey all terms and conditions for performance of this Work.
- In addition to following State of Rhode Island bidding and submittal requirements

## **SECTION 3: Scope of Work**

### **Project Specifications**

This project includes these major elements, which each have their own mobilization/demobilization element:

1. Project 1 - Dredging the Primary Sedimentation Basin Area of the Ninigret Pond Breachway. Specified volumes of dredge material will be stockpiled on separate salt marsh restoration units within the project area. Dredging shall be accomplished with an 8" (maximum) low flow hydraulic dredge in order to limit the volume of water on the marsh surface and the impacts this water has on the marsh surface. There are several "Do Not Disturb Areas" shown on the contract drawings, vehicles, pipeline or people shall not cross into these areas.

2. Project 1 Alternates

a. Project 1 Alternate A)—Dredging approximately 4,690 cubic yards of material within the Relief Channel Area of the Ninigret Pond Breachway. Material will be discharged to the intertidal zone of the Beneficial Reuse Area. The work of this alternate is to perform maintenance dredging of a relief channel as well as provide beneficial reuse material to the intertidal zone east of the breachway. The Relief Channel in Ninigret Pond is located north of the primary settlement basin utilized for the marsh restoration project and overlaps the Secondary settlement basin. The dredge material shall be removed using a hydraulic dredge and pipelines. Material dredged from the Relief Channel Area shall be placed in the inter-tidal zone of the Beneficial Reuse Area as indicated on the drawings. The pipeline shall be within the easement shown on the documents. The contractor shall supply all engineering and surveying work to comply with the project conditions and project performance standards. The depth of this portion of the work shall be to elevation - 4.33 NGVD or -4.0 MLW plus 1 foot overdredge. The side slopes shall be 3 horizontal to 1 vertical. This area shall be included in the field survey and engineering volume calculations (called out separately) under the field engineering bid item.

b. Project 1 Alternate B)—Dredging approximately 33,930 cubic yards of material within the Secondary Sedimentation Basin Area of the Ninigret Pond Breachway. Material will be discharged to the intertidal zone of the Beneficial Reuse Area. The work of this alternate is to perform maintenance dredging of a Secondary Sedimentation Basin as well as provide beneficial reuse material to the intertidal zone east of the breachway. The Secondary Sedimentation Basin Area in Ninigret Pond is located north of the primary settlement basin utilized for the marsh restoration units. The dredge material shall be removed using a hydraulic dredge and pipelines. Material dredged from the Secondary Sedimentation Basin shall be placed in the inter-tidal zone of the Beneficial Reuse Area, as indicated on the drawings. The pipeline shall be within the easement shown on the documents. The contractor shall supply all engineering and surveying work to comply with the project conditions and project performance standards. The depth of this portion of the work shall be to elevation - 8.33 feet NGVD or -8.0 feet MLW plus 1 foot overdredge. The side slopes shall be 3 horizontal to 1 vertical. This area shall be included in the field survey and engineering volume calculations (called out separately) under the field engineering bid item.

3. Project 2 - Spread dredged materials within respective Salt Marsh Restoration Units and Wetland Creation Unit to specified elevations, within the boundaries indicated. This spreading shall be accomplished with low ground pressure (3 PSI max) equipment. Material will be graded to drain towards existing marsh channels or open water areas. Contingency Fill Areas have been identified adjacent to each Salt Marsh Restoration Unit/Wetland Creation Unit where excess material may be spread once required elevations within the Salt Marsh Restoration Unit/Wetland Creation Unit have been achieved.

References to "Contractor" herein refer to both contractors if bids are awarded separately and to the single contractor if the contract is awarded to one bidder. References to "Dredge Contractor" are for Project 1. References to "Grading Contractor" are to Project 2. All Addition-Alternate awards shall reference all requirements of the "Dredge Contractor". References to "CRMC," "Owner" and "the State" are used interchangeably to mean the State of Rhode Island.

General requirements that the Contractor shall comply with during this contract include the following elements:

A. Construction drawings which are included as **Attachment A**. The contractor shall complete the work in accordance with these drawings and specifications.

a. Contractor's work area is restricted to the areas shown on the drawings. No other access, stockpile, lay down or any other area will be available for the Contractor's use.

B. Coastal Resources Management Council Assent which is included as **Attachment B**. The Contractor shall comply with all requirements of this Assent.

C. Water Quality Certification which is included as **Attachment C**. The Contractor shall comply with all requirements of this Certification.

D. Army Corps of Engineers Category 2 Certifications for the dredging and marsh restoration are included as **Attachment D**. The Contractor shall comply with all requirements of these Certifications.

E. Contractor is responsible to restore the access/staging area to pre-construction conditions. An inspection (attended by both the State and the contractor) will be made at the start and completion of the project to assess pre-construction and post-construction conditions. The State will record the inspection on video to document pre-existing conditions, a copy of which will be provided to the contractor for their records.

F. All work, storage, and parking shall be confined to the designated area shown on the drawings. All security at the site shall be the responsibility of the Contractor. Contractor shall coordinate directly with the utility companies to establish temporary utility service(s) for their use if needed (e.g. water, sanitary facilities, electric, telecommunications) and shall pay for those services directly with the appropriate utility company.

G. Contractor shall not interfere with public access to the boat launch or adjacent parking area for public vehicles with boat trailers, except when barge/dredge equipment is actively being launched or landed.

H. Equipment and materials shall be stored in a manner that protects against flooding, spillage, erosion, loss, or any other damaging impacts.

I. Contractor shall provide the equipment and resources to employ the approach specified in the Bid, otherwise the Contractor shall be in non-conformance with this contract. The Contractor may be allowed to modify equipment and the approach if the production requirements or the requirements of these specifications are not met, but only with the approval of the State.

J. The data and information furnished is for the Contractor's information. The State shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

K. Contractor shall attend weekly construction meetings scheduled by the State. At these meetings, contractor shall be prepared to review the construction schedule and progress of work.

L. If separate Contractors are awarded, both Contractors shall share the proposed staging/access area within the limits shown on the drawings and coordinate amongst themselves on access to respective salt marsh restoration units as work proceeds. The State will arbitrate any conflicts between the two Contractors. The State's decision shall be final and shall be accepted by both Contractors with no impact to project cost or schedule to the State.

M. Contactor shall promptly recover and remove any and all material, plant, or machinery that is lost, dumped, or thrown, or sinks into the waters of the State or other portions of the site.

N. Contractor shall minimize environmental pollution and damage that may occur as a result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of the permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable environmental Federal, State and local laws and regulations. Dredge material shall only be placed within areas specifically designated for those materials.

O. Storage, fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protections against spill. Fuel, lubricants and oil shall be managed and stored in accordance with all Federal, State and Local laws and regulations. Fueling operations shall not be completed on any salt marsh areas. Contractor shall maintain a spill kit on-site that is adequate to contain a spill of a magnitude equal to or greater than the largest fuel tank that the contractor will maintain, or will otherwise temporarily be (e.g., in delivery vehicles) on-site.

P. Contractor shall not use any salt marsh area for access, storage or any other use except stockpiling and spreading material on salt marsh restoration units that the contractor has been authorized to work on.

Q. Dredging Contractor may dredge 24 hours per day, seven days per week, including holidays for the entire dredge window.

R. Contractor is responsible for safety and protection of persons, equipment and materials in project areas including protection against tides and flooding.

S. Contractor is responsible to assure the safety of members of the public boating through the channel, landing/launching boats at the boat launch, or otherwise on land in the boat launch facility, marsh areas and/or Beneficial Reuse Area.

T. Contractor shall submit applications for payment no more frequently than monthly to the State. The State will review and approve payment for work completed in accordance with the Contract Drawings and specifications. Applications for payment shall be completed on forms consistent with AIA or other forms provided by the State. Documentation shall be provided to certify completion of work as required by these specifications and as requested by the State.

#### **Project 1 - Dredging and Stockpiling Material on Salt Marsh Areas**

Requirements for this work include, but are not limited to, the following.

- A. Attend pre-construction meeting. Dredge Contractor shall provide the following at the meeting for approval by the State:
  - a. Primary and secondary points of contact for the Dredge Contractor including 24 hour contact information.
  - b. A detailed description of the dredge to be utilized and the anticipated method of limiting the water on the marsh as well as the proposed method to direct the discharge water into the preferred drainage locations.
  - c. Project schedule that describes anticipated dates of completion for dredging and discharging required volumes of material at each salt marsh restoration unit, and dredging and discharge of dredged material within the Secondary Sedimentation Basin and Relief Channel areas for each Alternate under Project 1.
  - d. Sketch of access area and narrative summarizing how access will be made to the restoration area and the planned use of access area (e.g. staging area, equipment storage, etc.). Access sketches shall show the location of all SET monitoring equipment, staked survey measuring points, benchmarks and Do Not Disturb areas to be protected throughout the project.

e. Sketch(es) of dredge material discharge piping alignments (if hydraulic dredging is employed) or equipment access routes and temporary channel crossings (where required) to each restoration unit and the Beneficial Reuse Area, with approximate location of dredged material stockpiles for each restoration unit.

f. Include brief bulleted list clearly stating how salt marsh areas will be protected to 1) minimize scouring, compaction and avoid rutting of soils, and 2) minimize disturbance of/damage to existing vegetation and open water areas where dredge material placement is not indicated on the drawings.

B. The dredge material source for the Salt Marsh Restoration Units is the Primary Basin Dredge Area in the Ninigret Pond Breachway shown on the drawings. The dredging contractor shall be responsible for placement /discharge of material from each Dredge Segment within the Primary Basin Dredge Area to the corresponding Salt Marsh Restoration Unit shown on the contract drawings.

C. The method of dredging and placement to the stockpile area is anticipated to be via a hydraulic dredge. Dredging shall be accomplished with an 8" (maximum) low-flow hydraulic dredge.

D. Discharge piping shall be equipped with diffusers or otherwise configured to prevent scour of native soils within the marsh restoration unit areas.

E. The Dredge Contractor shall be responsible for consolidating discharged material as required to ensure the required volume of material for each restoration unit is located entirely within the boundaries of that restoration unit (e.g., by low ground pressure excavator). Any spillage into the nearby creeks or waterway shall be removed prior to placement of dredge material on the next Salt Marsh Restoration Unit.

F. The Dredge Contractor may place dredged material for temporary equipment access across tidal channels to place and remove discharge piping or otherwise for vehicles/equipment placing required volume of material in each Salt Marsh Restoration Unit. Material shall only be placed across tidal channels to widths and elevations required for passage of vehicles and equipment. Maximum width of channel crossings shall not exceed ten (10) feet. Excessive material placed shall be promptly removed at the sole discretion and direction of the State. For purposes of bidding, no more than three (3) channel crossings will be allowed.

G. The bottom depth of the dredge areas shall be as indicated on the drawings. Typical dredging elevation variances will be allowed, up to a one-foot over dredge.

H. Dredge material from each Basin Dredge Segment shall be stockpiled in the corresponding Salt Marsh Restoration Unit. For example, dredge material from Basin Dredge Segment 1 shall be stockpiled in Salt Marsh Restoration Unit 1. The Contractor shall dredge the Basin Dredge Segments in the order specified by the Unit numbers.

a. The Dredge Contractor shall only proceed to relocate discharge piping, or otherwise place material in other restoration units, after receiving authorization from CRMC. Dredge material shall be stockpiled within each Salt Marsh Restoration Unit. Dredge material shall be stockpiled in a manner that the materials do not flow or drain back into surface waters and drainage channels. All dredged materials shall be stockpiled within areas shown on the Dredge Contractor's access submittal, as accepted by CRMC. The Dredge Contractor shall be responsible to modify stockpiles to meet these requirements if the original stockpile does not comply.

b. Dredging shall be confined to the limits shown on the drawings. Based on available survey data, each Basin Dredge Segment has been delineated to generate adequate sediment to meet target elevations on the corresponding Salt Marsh Restoration Unit. The Dredge Contractor shall employ dredging monitoring equipment and software equal to HYPACK, Inc. DREDGEPACK (56 Bradley Street, Middletown, CT 06457, 1-860-635-1500) to confirm that dredging operations are within the coordinates specified. Dredge Contractor shall submit output files equal to HYPACK, Inc. DREDGEPACK defining the continuous location progress of the dredging tool. These files shall be compiled and submitted electronically and by hard copy upon completion of each Salt Marsh Restoration Unit and dredging segment to confirm that the dredge material volume requirements for that phase have been met.

c. After the limits of each Basin Dredge Segment have been met and approved by CRMC, the Dredge Contractor shall then relocate the discharge of the dredge material for the next Basin Dredge Segment to the corresponding Salt Marsh Restoration Unit.

I. Dredging can only be initiated after November 15, 2016. All dredging operations of authorized project phases shall be completed by February 15, 2017.

a. Restoration of access area and complete demobilization including final completion of all contract requirements shall be completed by March 15, 2017.

b. If Contractor is awarded both Project 1 and 2, restoration of access area and complete demobilization shall be completed in accordance with the requirements of Project 2.

J. Contractor shall protect all existing monitoring equipment, staked survey measuring points, benchmarks and Do Not Disturb Areas throughout the project. Any damage caused by the contractor's operations shall be repaired to the satisfaction of the State at no additional cost or increase to the schedule as indicated on the contract drawings. Areas marked as Do Not Disturb on the Drawings and marked in the field by CRMC shall be avoided.

K. This area is used mostly by small recreational vessels. As a result, dredging operations shall be performed in a manner that allows for access past the work zone. The State will not act to keep the channel free from other users during the Contract Times and the Contractor shall be required to minimize obstructions navigation to the greatest extent feasible.

L. When working on top of marsh areas, the Contractor shall utilize low ground pressure equipment (3 PSI max) to minimize damage to the salt marsh vegetation.

**Project 1 Alternates – Dredging of Relief Channel and Secondary Sedimentation Basin**

Dredge material from dredging of the Relief channel and Secondary Sedimentation Basin will be beneficially reused on a Town-owned portion of the beach to the east of the Ninigret Pond Breachway. This dredging is NOT required to be accomplished with an 8" low-flow dredge. This dredging may be accomplished by any hydraulic dredge the Contractor deems suitable for the project. Given the limited dredge window, the State has included a mobilization/demobilization item specific to these alternatives in an effort to have this dredging occur simultaneously with the dredging of the Primary Basin Dredge Area for salt marsh elevation, which is unlikely to have high daily production rates. The discharge of the material on the beach is at the high tide line and no grading of the beach is required beyond typical pipeline management to prevent large scour holes and to have an area of pipe covered with sand so pedestrian access along the beach can be maintained safely. The Alternates will be paid on a cubic yard base and will require the contractor to have a registered Rhode Island Engineer or Surveyor perform pre- and post-dredge stamped surveys with volume calculations. There is a one foot overdredge allowance for each of these items. Any overdredge beyond the 1 foot allowable will not be paid.

**Project 2 - Spreading of Stockpiled Material on Salt Marsh Areas**

Requirements for this work include, but are not limited to, the following.

A. Attend pre-construction meeting. Grading Contractor shall provide the following at the meeting for approval by the State.

a. Primary and secondary points of contact for the Grading Contractor including 24 hour contact information.

b. Project schedule that describes anticipated dates for completing spreading operations for each salt marsh restoration unit.

c. Sketch of access area and narrative summarizing how access will be made to each restoration unit and the planned use of access area (e.g. access/staging area, equipment storage, etc.). Access sketches shall show the location of all SET monitoring equipment, staked survey measuring points, benchmarks and Do Not Disturb areas to be protected throughout the project.

d. Method of elevation control during placement of material.

B. Stockpiles of dredge material that will be provided to the Grading Contractor (Project 2) will be consistent with conditions stipulated in Project 1. Stockpile volumes for each Salt Marsh Restoration Unit may vary from those indicated on the plans dependent upon conditions within each Primary Basin Dredge Segment at the time of dredging. A contingency volume has been calculated for each Salt Marsh Restoration Unit to ensure

adequate material. Contingency fill areas have been established adjacent to each Salt Marsh Restoration Unit as locations for placement of excess material if needed.

C. Contractor shall protect all existing monitoring equipment, staked survey measuring points, and benchmarks throughout the project. Any damage caused by the Grading Contractor's operations shall be repaired to the satisfaction of the State at no additional cost or increase to the schedule. Areas marked Do Not Disturb on the Drawings and marked in the field by CRMC shall be avoided.

D. Dredge material shall be spread on the Salt Marsh Restoration Units to the specified elevations and typical cross-section provided on the Drawings.

a. Contractor shall detail method of survey control during placement.

b. Contractor is responsible for spreading and grading only material placed in each Salt Marsh Restoration Unit by the dredging contractor.

E. Grading Contractor shall remove all dredged material placed by the Dredge Contractor for temporary equipment access across tidal channels, down to adjacent natural channel grades. Removed material shall be evenly spread on an immediately adjacent restoration unit, and graded to promote drainage or otherwise incorporated to meet the target elevation for that restoration unit. For purposes of bidding, no more than three (3) channel crossings of a maximum width of 10 feet will be required to be removed.

F. Dredge material shall be spread in a manner that prevents damaging the existing root mass and marsh surface or entering open drainage channels between salt marsh restoration units and/or surface waters during placement as shown on the drawings or marked in the field by the State and/or United States Fish and Wildlife Service (USFWS).

G. Low ground pressure equipment (3 PSI max) shall be used to minimize damage to the salt marsh vegetation

H. After each Salt Marsh Restoration Unit is completed, the Contractor will provide a registered land survey of the unit to the State. The State will inspect the area and survey to determine whether that target elevations, grades and requirements have been met and that unit is substantially complete. Once a restoration unit is accepted by the State as substantially complete, no additional work shall be completed in that area and all equipment shall be removed from the area. A margin of error of +/- 25% will be allowed for target elevations to account for natural variations in the landscape and uneven settling of spread material.

I. No material shall be spread onto snow or ice. Material can only be spread directly on the marsh surface or other dredge material.

J. Spreading operations can begin at any time after receipt of Authorization to Proceed and shall be completed on all authorized salt marsh restoration units by April 15, 2017.

a. Authorization to Proceed will be issued no later than February 15, 2017 if Contractor is only being authorized for Project 2. If Contractor is authorized for Project 1 and 2, Authorization to Proceed will be issued at the same time as Project 1.

b. Completion by April 15, 2017 includes removal of all equipment and materials from all salt marsh areas.

c. Restoration of access area and complete demobilization from the staging area including final completion of all contract requirements shall be completed by April 30, 2017.

**Measurement and Payment**

**Project 1 - Dredging and Stockpiling Material on Salt Marsh Areas**

The following table defines how measurement and payment will be conducted for each bid item completed in accordance with the drawings and specifications for this contract. Bidders shall ensure that the costs for all work required to complete this project in accordance with the specifications above are incorporated into the bid items as listed below.

Bid Item	Measurement	Payment
1. <u>Mobilization and Demobilization:</u> This work includes all labor, equipment, materials and tools necessary to fully mobilize and demobilize from the site. This includes preparing the access and staging area, setting of tide measuring device, restoring the access and staging area at the completing of the work.	No measurement for this work.	50% of the lump sum cost for this bid item will be paid upon completion of mobilization of all approved equipment to the site required to complete the work and adequately preparing the access and staging area. 50% of the lump sum cost for this bid item will be paid upon final completion of all work including final restoration of the access and staging area and complete demobilization from the site.
2. <u>Dredging Area 1 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 1:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.	Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 1 and a lead line verification of target depth made jointly by the State and the Contractor.	The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made

Bid Item	Measurement	Payment
<p>3. <u>Dredging Area 2 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 2:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.</p>	<p>Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 2 and a lead line verification of target depth made jointly by the State and the Contractor.</p>	<p>The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made</p>
<p>4. <u>Dredging Area 3 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 3:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.</p>	<p>Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 3 and a lead line verification of target depth made jointly by the State and the Contractor.</p>	<p>The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made</p>
<p>5. <u>Dredging Area 4 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 4:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.</p>	<p>Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 4 and a lead line verification of target depth made jointly by the State and the Contractor.</p>	<p>The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made</p>
<p>6. <u>Dredging Area 5 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 5:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.</p>	<p>Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 5 and a lead line verification of target depth made jointly by the State and the Contractor.</p>	<p>The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made</p>

Bid Item	Measurement	Payment
7. <u>Dredging Area 6 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 6:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.	Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 6 and a lead line verification of target depth made jointly by the State and the Contractor.	The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made
8. <u>Dredging Area 7 from the Primary Basin and Stockpiling material in the stockpile area of Restoration Unit 7:</u> This work includes all labor, equipment, pipelines, survey and positioning, materials and tools to complete the dredging, stockpiling as shown on the plans.	Hypack Position files will be utilized to show dredge cutterhead has covered the entire Basin Dredge Segment 7 and a lead line verification of target depth made jointly by the State and the Contractor.	The lump sum cost for dredging will be paid as dredging is completed to the limits shown on the drawings for each phase and the dredged materials discharged in the corresponding salt marsh restoration units and beach nourishment area. Partial payment for incomplete units will not be made

**Project 1 Alternate—Dredging Areas with Beneficial Reuse**

The following table defines how measurement and payment will be conducted for each bid item completed in accordance with the drawings and specifications for this contract. Bidders shall ensure that the costs for all work required to complete this project in accordance with the specifications above are incorporated into the bid items as listed below.

Bid Item	Measurement	Payment
1. <u>Alternate A Mobilization and Demobilization:</u> This item is only for that which may be necessary beyond the mob/demob for the dredging of the primary basin.	No measurement for this work	50% of the lump sum cost for this bid item will be paid upon completion of mobilization of all approved equipment to the site required to complete the work and adequately preparing the access and staging area. 50% of the lump sum cost for this bid item will be paid upon final completion of all work including final restoration of the access and staging area and complete demobilization from the site.

Bid Item	Measurement	Payment
2. <u>Alternate A: Dredging of Relief Channel Dredge Area: This work includes dredging of the Relief Channel Dredge Area with disposal of material in the intertidal zone of the Beneficial Reuse Area</u>	Per Cubic Yard	Payment will be based on the volume of material removed as determined by measuring the volume difference between the Pre and Post dredge surveys of the channel area including the 1' allowable overdredge.
3. <u>Alternate B: Dredging of Secondary Sedimentation Basin Dredge Area: This work includes dredging of the Secondary Sedimentation Basin Dredge Area with disposal of material in the intertidal zone of the Beneficial Reuse Area</u>	Per Cubic Yard	Payment will be based on the volume of material removed as determined by measuring the volume difference between the Pre and Post dredge surveys of the basin area including the 1' allowable overdredge.

**Project 2 - Spreading of Stockpiled Material on Salt Marsh Areas**

The following table defines how measurement and payment will be conducted for each bid item completed in accordance with the drawings and specifications for this contract. Bidders shall ensure that the costs for all work required to complete this project in accordance with the specifications above are incorporated into the bid items as listed below.

Bid Item	Measurement	Payment
1. <u>Mobilization and Demobilization:</u> This work includes all labor, equipment, materials and tools necessary to fully mobilize and demobilize from the site. This includes preparing the access and staging area, removal of creek crossing areas (2), survey control and restoring the access and staging area at the completing of the work.	No measurement for this work.	50% of the lump sum cost for this bid item will be paid upon completion of mobilization of all approved equipment to the site required to complete the work and adequately preparing the access and staging area. 50% of the lump sum cost for this bid item will be paid upon final completion of all work including final restoration of the access and staging area and complete demobilization from the site.

Bid Item	Measurement	Payment
<p>2. <u>Spreading stockpiled material to the limits and elevation shown for Salt Marsh Restoration Unit 1:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 1.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met. .</p>
<p>3. <u>Spreading stockpiled material to the limits and elevation shown for Salt Marsh Restoration Unit 2:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 2.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met.</p>
<p>4. <u>Spreading stockpiled material to the limits and elevation shown for Salt Marsh Restoration Unit 3:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 3.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met.</p>
<p>5. <u>Spreading stockpiled material to the limits and elevation shown for Salt Marsh Restoration Unit 4:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 4.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met.</p>

Bid Item	Measurement	Payment
<p>6. <u>Spreading stockpiled material to the limits and elevation shown for Salt Marsh Restoration Unit 5:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 5.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met.</p>
<p>7. <u>Spreading stockpiled material to the limits and elevation shown for Wetland Creation Unit 6:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 6.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met.</p>
<p>8. <u>Spreading stockpiled material to the limits and elevation shown for Salt Marsh Restoration Unit 7:</u> This work includes all labor, low pressure equipment, survey and positioning, materials and tools to complete the material distribution and grading as shown on the plans.</p>	<p>Stamped land survey completed by a RI licensed public land surveyor will be provided for Salt Marsh Restoration Unit 7.</p>	<p>The lump sum cost for spreading of the material from the stockpile area to the target elevations and grade for that unit will be paid when all material for that unit has been spread and target elevations and grade have been met.</p>

## **SECTION 4: TECHNICAL PROPOSAL**

Narrative and format: The separate technical proposal should address specifically each of the required elements:

### **Project 1 and Alternates**

1. Description of minimum qualifications as outlined in the Scope of Work.
2. Primary and secondary points of contact for the Dredge Contractor including 24 hour contact information.
3. A detailed description of the dredge(s) to be utilized and the anticipated method of limiting the water on the marsh as well as the proposed method to direct the discharge water into the preferred drainage locations.
4. Project schedule that describes anticipated dates of completion for dredging and discharging required volumes of material at each salt marsh restoration unit, and dredging and discharge of dredged material within the Secondary Sedimentation Basin and Relief Channel areas for each Alternate under Project 1.
5. Sketch of access area and narrative summarizing how access will be made to the restoration area and the planned use of access area (e.g. staging area, equipment storage, etc.). Access sketches shall show the location of all SET monitoring equipment, staked survey measuring points, benchmarks and Do Not Disturb areas to be protected throughout the project.
6. Sketch(es) of dredge material discharge piping alignments (if hydraulic dredging is employed) or equipment access routes and temporary channel crossings (where required) to each restoration unit and the Beneficial Reuse Area, with approximate location of dredged material stockpiles for each restoration unit.
7. Include brief bulleted list clearly stating how salt marsh areas will be protected to 1) minimize scouring, compaction and avoid rutting of soils, and 2) minimize disturbance of/damage to existing vegetation and open water areas where dredge material placement is not indicated on the drawings.

### **Project 2**

1. Descriptions of minimum qualifications as outlined in the Scope of Work.
2. Primary and secondary points of contact for the Grading Contractor including 24 hour contact information.
3. Project schedule that describes anticipated dates for completing spreading operations for each salt marsh restoration unit.
4. Sketch of access area and narrative summarizing how access will be made to each

restoration unit and the planned use of access area (e.g. access/staging area, equipment storage, etc.). Access sketches shall show the location of all SET monitoring equipment, staked survey measuring points, benchmarks and Do Not Disturb areas to be protected throughout the project.

5. Method of elevation control during placement of material.

**SECTION 5: EVALUATION AND SELECTION**

Proposals will be reviewed by a Technical Review Committee comprised of staff from state agencies. To advance to the Cost Evaluation phase, the Technical Proposal must receive a minimum of 60 (85.7%) out of a maximum of 70 technical points. Any technical proposals scoring less than 60 points will not have the cost component opened and evaluated. The proposal will be dropped from further consideration.

Proposals scoring 60 technical points or higher will be evaluated for cost and assigned up to a maximum of 30 points in cost category, bringing the potential maximum score to 100 points.

The RI Coastal Resources Management Council reserves the exclusive right to select the individual(s) or firm (vendor) that it deems to be in its best interest to accomplish the project as specified herein; and conversely, reserves the right not to fund any proposal(s).

Proposals will be reviewed and scored based upon the following criteria:

Criteria	Possible Points
On-site staff qualifications and past experience with similar dredge material placement and marsh work	20 Points
Suitability of Approach/Methodology, especially to achieve low flow discharge to marsh and protect existing marsh vegetation.	20 Points
Overall workplan and schedule	15 Points
Equipment suitability, capability and capacity	15 Points
<b>Total Possible Technical Points</b>	<b>70 Points</b>
Cost calculated as lowest responsive cost proposal divided by (this cost proposal) times 30 points *	30 Points
<b>Total Possible Points</b>	<b>100 Points</b>

\*The Low bidder will receive one hundred percent (100%) of the available points for cost. All other bidders will be awarded cost points based upon the following formula:

(low bid / vendors bid) \* available points

For example: If the low bidder (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly cost and service fee and the total points available are Thirty (30), vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 * 30 = 19.5$$

Points will be assigned based on the offeror's clear demonstration of his/her abilities to complete the work, apply appropriate methods to complete the work, create innovative solutions and quality of past performance in similar projects.

Applicants may be required to submit additional written information or be asked to make an oral presentation before the technical review committee to clarify statements made in their proposal.

## **SECTION 7: PROPOSAL SUBMISSION**

Responses (**an original plus four (4) copies**) should be mailed or hand-delivered in a sealed envelope marked "**RFP#7549875**" "Ninigret Marsh Restoration and Beneficial Reuse Project", no later than 7/22/16 at 10am to:

RI Dept. of Administration  
Division of Purchases, 2nd floor  
One Capitol Hill  
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed, or emailed, to the Division of Purchases will not be considered. The official time clock is in the reception area of the Division of Purchases.

### **RESPONSE CONTENTS**

Responses shall include the following:

1. One completed and signed three-page R.I.V.I.P generated bidder certification cover sheet (included in the original copy only) downloaded from the RI Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).
2. One completed and signed W-9 (included in the original copy only) downloaded from the RI

Division of Purchases Internet home page at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

3. **A separate Technical Proposal** describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The Technical Proposal is limited to six (6) pages (this excludes any appendices) . As appropriate, resumes of key staff that will provide services covered by this request.
4. **A separate, signed and sealed Cost Proposal** reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
5. In addition to the multiple hard copies of proposals required, Respondents are requested to provide their proposal in **electronic format (CD-Rom, disc, or flash drive)**. Microsoft Word / Excel OR PDF format is preferable. Only 1 electronic copy is requested and it should be placed in the proposal marked "original".

### **CONCLUDING STATEMENTS**

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The State may, at its sole option, elect to require presentation(s) by offerors clearly in consideration for award.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded to the RFP. The State's General Conditions of Purchases/General Terms and Conditions can be found at the following URL: <https://www.purchasing.ri.gov/RIVIP/publicdocuments/ATTA.pdf>