

Request for Quote

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

CREATION DATE : 15-MAR-16
 BID NUMBER: 7550409
 TITLE: LANDSCAPING AND MAINTENANCE SERVICES
 FOR TRESTLE TRAIL BIKEWAY
 BLANKET START : 09-MAY-16
 BLANKET END : 31-DEC-20
 BID CLOSING DATE AND TIME:08-APR-2016 10:00:00

BUYER: Cadoret, David
 PHONE #: N/A

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 DOA CONTROLLER
 ONE CAPITOL HILL, 4TH FLOOR
 SMITH ST
 PROVIDENCE, RI 02908
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 DEM DIV OF PARKS AND RECREATION
 1100 TOWER HILL ROAD
 NORTH KINGSTOWN, RI 02852
 US

Requisition Number: 1453217

Line	Description	Quantity	Unit	Unit Price	Total
1	FY 16 LANDSCAPING AND MAINTENANCE SERVICES FOR THE TRESTLE TRAIL BIKEWAY (INCLUDES PARKING LOTS) AS PER ATTACHED SPECIFICATIONS	7.00	Each		
2	FY 17 LANDSCAPING AND MAINTENANCE SERVICES FOR THE TRESTLE TRAIL BIKEWAY (INCLUDES PARKING LOTS) AS PER ATTACHED SPECIFICATIONS	30.00	Each		
3	FY 18 LANDSCAPING AND MAINTENANCE SERVICES FOR THE TRESTLE TRAIL BIKEWAY (INCLUDES PARKING LOTS) AS PER ATTACHED SPECIFICATIONS	31.00	Each		
4	FY 19 LANDSCAPING AND MAINTENANCE SERVICES FOR THE TRESTLE TRAIL BIKEWAY (INCLUDES PARKING LOTS) AS PER ATTACHED SPECIFICATIONS	29.00	Each		
5	FY 20 LANDSCAPING AND MAINTENANCE SERVICES FOR THE TRESTLE TRAIL BIKEWAY (INCLUDES PARKING LOTS) AS PER ATTACHED SPECIFICATIONS	30.00	Each		
6	FY 21 LANDSCAPING AND MAINTENANCE SERVICES FOR THE TRESTLE TRAIL BIKEWAY (INCLUDES PARKING LOTS) AS PER ATTACHED SPECIFICATIONS	18.00	Each		
7	FY 16 (MAY) GENERAL CLEAN UP AS PER ATTACHED SPECIFICATIONS	1.00	Each		
8	FY 17 (SEPTEMBER-MAY) GENERAL CLEAN UP AS PER ATTACHED SPECIFICATION	2.00	Each		
9	FY 18 (SEPTEMBER-MAY) GENERAL CLEAN UP AS PER ATTACHED SPECIFICATION	2.00	Each		
10	FY 19 (SEPTEMBER-MAY) GENERAL CLEAN UP AS PER ATTACHED SPECIFICATION	2.00	Each		
11	FY 20 (SEPTEMBER-MAY) GENERAL CLEAN UP AS PER ATTACHED SPECIFICATION	2.00	Each		
12	FY 21 (SEPTEMBER) GENERAL CLEAN UP AS PER ATTACHED SPECIFICATION	1.00	Each		

Delivery: _____

Terms of Payment: _____

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

Contract Terms and Conditions

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Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

INSURANCE REQUIREMENTS

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.

RIVIP INFO - BID SUBMISSION REQUIREMENTS

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.

MAILING ADDRESS FOR BID PROPOSALS ISSUED BY THE STATE OF RHODE ISLAND, DIVISION OF PURCHASES

All Bid Proposals must be submitted by mail or hand delivered to:

- State of Rhode Island
- Department of Administration
- Division of Purchases, Second floor
- One Capitol Hill
- Providence, RI 02908-5855

DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

DELIVERY PER AGENCY

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR 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.

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.



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 7550409
LANDSCAPING AND MAINTENANCE SERVICES FOR TRESTLE TRAIL
BIKEWAY
ADDITIONAL INFORMATION

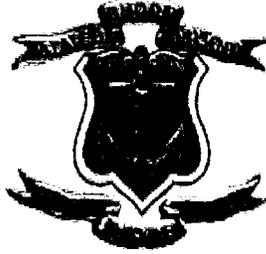
Questions concerning this solicitation may be e-mailed to the Division of Purchases at doa.purbidinfo@purchasing.ri.gov no later than March 30, 2016 at 5pm (EST). Please reference the RFQ number on all correspondence. Questions should be submitted in a Microsoft word attachment. Answers to questions received, if any, will be posted on the internet as an addendum to this solicitation (www.purchasing.ri.gov). It is the responsibility of all interested parties to download this information.

For the purposes of this bid:

- FY 16 Represents the time period 5/9/16-6/30/16
- FY 17 Represents the time period 7/1/16-6/30/17
- FY 18 Represents the time period 7/1/17-6/30/18
- FY 19 Represents the time period 7/1/18-6/30/19
- FY 20 Represents the time period 7/1/19-6/30/20
- FY 21 Represents the time period 7/1/20-12/31/20

The landscaping and maintenance will be done once a week as per the attached date range and Exhibit A. The vendor can choose the day to complete the work (between 6am and 4pm), but must notify the Agency Manager in advance of the day.

The general cleanup will be done in the month of May and the month of September as per the attached Exhibit A. The vendor can choose the day(s) to complete the work, but must notify the Agency Manager in advance of the day.



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 SPECIFICATIONS
Landscaping and Maintenance Services for Trestle Trail Bikeway
Solicitation Number: 7550409

INSTRUCTIONS AND NOTIFICATIONS

1. VENDORS are advised to review all sections of this solicitation 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. All costs associated with developing or submitting a bid proposal in response to this solicitation, or to provide oral or written clarification of its content, will be borne by the VENDOR. The State assumes no responsibility for these costs.
3. Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
4. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

5. It is intended that an award pursuant to this solicitation will be made to prime VENDOR(s) who will assume responsibility for all aspects of the work. Joint ventures will be considered, so long as the VENDOR's duties and responsibilities are clearly articulated in such form as acceptable to the State. Subcontractors are permitted, provided their use is clearly indicated in the VENDOR proposal and the subcontractor(s) to be used are identified in the proposal.
6. All proposals should include the VENDOR'S FEIN or Social Security number as evidenced by a W-9 Form, downloadable from the Division's website at www.purchasing.ri.gov.
7. 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, will have the right to transact business in the state until it will have procured a Certificate of Authority to do so from the Rhode Island Secretary of State. *This is a requirement only of the successful vendor(s).*
8. VENDORS are advised that all materials submitted to the State for consideration in response to this solicitation may be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and may be released for inspection immediately upon request, once an award has been made.
9. The State has a goal of ten percent (10%) participation by MBE's in all State procurements. For further information, visit the website www.mbe.ri.gov or to speak with an MBE officer, call (401) 574-8253.
10. Interested parties are instructed to check 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 solicitation.
11. The Division of Purchases reserves the right to make an award (s) or to reject any or all proposals based on what it considers to be in the State's best interest.
12. The solicitation is intended to be as descriptive as possible. However, VENDORS may not take advantage of omission or oversights in this document. VENDORS must supply products and services that meet or exceed the requirements of this solicitation.

B. EVALUATION PROCESS

1. Proposals must be submitted to State of Rhode Island Division of Purchasing and must completely address all of the requirements contained in this solicitation in order to be deemed responsive.
2. Proposals that fail to address all of the requirements contained in this solicitation may be rejected without further evaluation.

3. Qualified proposals will be evaluated according to the following criteria:
 - a. Bid Proposal
 - b. Financial Good Standing with the STATE.
 - c. Business Summary
 - d. Experience in providing landscaping and maintenance services.

C. PROPOSAL DOCUMENTS REQUIRED

1. The following documents and forms must accompany each proposal:
 - a. **RIVIP Generated Bidder Certification Form.** This is to be used as the first three (3) pages of the solicitation. This form must be fully completed and signed by an authorized officer of the VENDOR. RIVIP registration is required to download the RIVIP Certification Form.
 - b. **W-9 Form.** This form must be fully completed and signed.
 - c. **Business Summary Form.** Two (2) page form located in this solicitation as Attachment A.
 - d. **Reference and Similar Projects Experience Form.** One (1) page form located in this solicitation as Attachment B.
 - e. **Request for Quote Form .** One (1) page.

D. PROPOSAL SUBMISSION

1. VENDORS are directed to submit proposals as a paper document in a sealed and marked envelope.
2. Proposals misdirected to other State Agencies or locations or which are otherwise not submitted to the Division of Purchases prior to the time of opening for any cause will be determined to be late and will not be accepted for consideration. The "Official" time clock is in the reception area of the Division of Purchases. Postmarks will not be considered proof of timely submission. Please be advised that FedEx/UPS do not always arrive on time, so VENDORS should plan accordingly. PROPOSALS EMAILED OR FAXED TO THE DIVISION OF PURCHASES WILL NOT BE CONSIDERED.
3. VENDORS are encouraged to submit written questions to the Division of Purchases. No other contact with State parties regarding this solicitation will be permitted unless expressly authorized by the Division of Purchases.

4. Responses should be mailed or hand-delivered by the submission deadline in a sealed envelope, marked on the outside of the envelope: **Solicitation Number: 7550409, Landscaping and Maintenance Services for Trestle Trail Bikeway** and the opening date and time to:

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

5. Interested VENDORS may submit proposals to provide the services covered by this solicitation on or before the date and time listed on page one (1) of this solicitation. Responses received after this date and time, as registered by the office time clock in the reception area of the Division of Purchases, will not be accepted.

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SECTION 2. BID SPECIFICATIONS OVERVIEW

A. INTRODUCTION

1. The Division of Parks and Recreation (“DIVISION”) is seeking proposals from a qualified VENDOR to provide landscaping and maintenance services at Trestle Trail Bikeway and equestrian trails in Coventry, Rhode Island. The landscaping and maintenance services are required for a specific five (mile) portion of the Trestle Trail Bikeway outlined in EXHIBIT C and located within this solicitation.
2. The VENDOR will provide at his own expense and risk, all labor, materials, tools, equipment, transportation, hauling, dumping, and incidentals necessary to perform landscape maintenance services directed herein.
3. This solicitation does not commit the DIVISION to award a contract. No other party, including any VENDOR, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the DIVISION, do not meet the requirements listed in this solicitation will not be reviewed. Any response to this solicitation will become the property of the DIVISION and will be considered public record as defined in Title 38, Chapter 2 of the Rhode Island General Laws. The DIVISION is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this.
4. The **Landscaping and Maintenance Services for Trestle Trail Bikeway** will begin **May 9, 2016** and end **November 1, 2020**, with no extensions.
5. Solicitation **7550409** is not a Disk-Based Solicitation.

B. PERSONNEL

1. The VENDOR will be responsible for hiring and maintaining properly trained and experienced personnel to conduct landscaping and maintenance services. The VENDOR will comply with all federal, state and local laws related to minimum wage, social security, non-discrimination, unemployment compensation and workers' compensation.
2. A background check on hired personnel is strongly recommended by the DIVISION.
3. RI State residents will be given priority in the hiring process.
4. The employees are required to be neat in appearance and appropriately attired with suitable means of identification.
5. The VENDOR will prohibit smoking by its employees while working on state property.

6. In accordance with Executive Order No. 91-14, employees of the **VENDOR** will not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol.

C. **CUSTOMER SERVICE**

1. Employees hired by the **VENDOR** are representing not only the **VENDOR**, but also the **DIVISION** and as such, the **VENDOR** will ensure that all employees refrain from offensive and inappropriate conduct or language.
2. The **VENDOR** will provide continuing training and evaluation of all employees assigned to the **Landscaping and Maintenance Services for Trestle Trail Bikeway** to ensure consistent, efficient and satisfactory performance.

D. **LANDSCAPING MAINTENANCE – MATERIALS AND EXECUTION**

1. **SCHEDULE**

- a. The **VENDOR** will accomplish all routine landscape maintenance between the hours of 6:00 AM – 4:00 PM, Monday through Friday.
- b. The **VENDOR** will conduct the work at all times in a manner so as not to interfere with pedestrian and or equestrian traffic on the bikeway.
- c. The **VENDOR** will notify the location Manager in advance the day of week cutting would take place and when the work is complete.

2. **MOWING**

- a. Mowing: Four (4) foot minimum wide to eight (8) foot maximum wide each side of trail where applicable.
- b. Grass areas will be mowed with professional quality mulching mower equipment.
- c. Grass clippings will be mulched and left on site. Rake over or bag any large grass clumps.
 - i. Pricing assumes that bagging and removing clippings will be required only when excessive leaf debris is present, grass is too long to mulch, or when moisture conditions are too high to allow effective mulching without substantial clumping of turf debris.
- d. Grass areas will be mowed and maintained at a height of three inches (“3”).
- e. Prior to mowing, **VENDOR** will remove and dispose of trash debris.
- f. Clippings will be swept or blown from hardscapes and stone dust paths after each mowing. The bikeway travel areas (asphalt) are the priority.

- g. Public safety is priority. Never mow over debris or rocks. Keep a safe distance from pedestrians and bicyclists. All mower safety equipment such as shields, guards and deflectors must be left intact.

3. TURF EDGING AND TRIMMING

- a. Edging and Trimming: Four (4) foot minimum to eight (8) foot maximum wide each side of trail where applicable.
- b. The VENDOR is required to mechanically trim all landscape turf edges.
- c. Grass areas that cannot be reached by a mower must be trimmed after each mowing. Areas to be trimmed include, but not limited to, areas adjacent to poles, signs, trees, walls, guardrails, bridges and all other obstacles. Perform trimming to the same height as mowing.
- d. Care should be taken in all edging operations to minimize damage to shrubs and trees.
- e. Clippings will be swept or blown from hardscapes and stone dust paths after edging and trimming. The bikeway travel areas (asphalt) are the priority.
- f. Public safety is priority. Keep a safe distance from pedestrians and bicyclists.

4. GENERAL CLEAN UP

- a. Clean Up: Four (4) foot minimum wide to eight (8) foot maximum wide each side of trail where applicable.
- b. The VENDOR will collect and remove from the location, at its expense, all trash debris collected prior to edging and trimming at all work sites.
- c. VENDOR will move any downed branches off bikeway travel areas (asphalt) and equestrian trails.

5. PARKING LOT CLEANUP AND MAINTENANCE

- a. There are three (3) parking areas located throughout the bikeway at the following locations:
 - i. Parking Lot 1: Nine (9) paved spaces located on the path near Old Summit Road.
 - ii. Parking Lot 2: Thirty (30) paved spaces and one (1) gravel lot with approximately ten (10) spaces located on the bike path near Philips Hill Road and used for equestrian trailer parking.
 - iii. Parking Lot 3: Ten (10) gravel spaces located on the path near Pinehaven Road and used for equestrian trailer parking.

- b. The VENDOR will be responsible for removing weeds, landscape debris and trash from all beds surrounding the lots and trash found in the lots and beds.
- c. The VENDOR will be responsible to cut and trim all grass surrounding the parking lots.
- d. The DIVISION will be responsible for the gravel and asphalt in the lots when grooming dictates.
- e. The DIVISION will be responsible for pruning and replacement when needed of shrubs located in the parking lots.

SECTION 3. GENERAL CONTRACT PROVISIONS

A. PAYMENT OF COMPENSATION

- 1. Payment for completed work will be made on a monthly basis.
- 2. The VENDOR must submit an invoice for services performed. The invoice must include the location(s) name and the date(s) of service.
- 3. A Landscape Maintenance Form, Exhibit D, must be signed by the location Manager and submitted with the VENDOR's invoice for payment to be processed.
- 4. If the VENDOR fails to complete or perform the services in accordance with the signed AGREEMENT, the DIVISION may withhold partial or all payments due to the VENDOR. Partial payment may be withheld (never paid) if the VENDOR fails to perform or fails to correct poor performance.

B. DAMAGE TO PREMISES

- a. The VENDOR is responsible for acts of its employees and subcontractors while on the premises, including any damage to person or property.
- b. The VENDOR will take all necessary measures to prevent injury and loss to persons and property located on state property.
- c. The VENDOR is responsible for any damage incurred as a result of mower or trimmer damage to trees and shrubs and must repair or replace any such damage at its own expense.
- d. The VENDOR is responsible for any damage incurred as a result of mower or trimmer damage to personal property and must repair or replace any such damage at its own expense.
- e. The VENDOR will promptly repair any damage to the extent caused by its employees or subcontractors to state property. If the VENDOR fails to so, the DIVISION may repair

the damage and the VENDOR will reimburse the DIVISION promptly for any and all reasonable expenses incurred in connection with the repair. At its option, the DIVISION may offset against all amounts due to the VENDOR for any and all reasonable expenses incurred in connection with the repair.

C. DEFAULT

1. The occurrence of any of the following will constitute a default:
 - a. Failure to provide services described in this solicitation, including any addendum(s), when due and such failure is not cured within five (5) days after written notice by the DIVISION.
 - b. Cancellation of insurance without DIVISION consent and not reestablished promptly after written notice by the DIVISION.
 - c. Bankruptcy or insolvency of the VENDOR for which no notice of opportunity to cure will be given by the State.
 - d. Any unapproved transfers without written permission of the DIVISION.
 - e. If the DIVISION discovers the VENDOR made a material misrepresentation to the DIVISION that induced the DIVISION to enter into the contract.
 - f. Failure of VENDOR to keep, perform and observe any other promise or violates any term, covenant or condition of the contract.

D. REMEDIES

1. The DIVISION may elect to allow the contract to continue in full force and effect without termination and to enforce all of the DIVISION's rights and remedies, including without limitation the right to collect compensation as it becomes due along with past due interest.

E. TERMINATION

1. Subject to the VENDOR's right to cure, the DIVISION may terminate the contract and VENDOR's right to possession immediately upon the occurrence of a default. Notice of termination may be given before or within the applicable time to cure.
2. The DIVISION may cancel and terminate the contract with or without process of the law and without liability.
3. The VENDOR will be liable for all amounts owed at the time of termination, including, but not limited to damages and costs, including attorney's fees caused by VENDOR's failure to perform its obligations.

F. RIGHTS NOT EXCLUSIVE

1. The VENDOR understands and agrees that its right to conduct **Landscaping and Maintenance Services for Trestle Trail Bikeway** is not exclusive and that the use of the property is restricted by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state, or municipality having jurisdiction over the property.

G. FAILURE TO MAINTAIN

1. In the event the VENDOR fails to undertake prompt maintenance or repair(s) as required per the contract, the DIVISION may elect to have the maintenance or repair(s) completed on behalf of the VENDOR.
 - a. The DIVISION will provide the VENDOR written notice and an opportunity to cure prior to undertaking any maintenance or repair(s) for which the VENDOR is responsible.
2. The VENDOR will be responsible for reimbursing the DIVISION for any maintenance or repair(s) undertaken by the DIVISION in a timely manner.

H. GREEN INITIATIVES

1. The VENDOR will strive to operate in an environmentally sensitive manner and will abide by all local, STATE and federal regulations and statutes governing the protection of the environment.

I. SUBCONTRACTOR

1. The term "subcontractor" includes any entity or person offering goods or services on the PREMISES by written or oral agreement, license or other arrangement with the VENDOR.
2. The DIVISION reserves the right to disapprove any proposed subcontract or subcontractor.
3. Failure to obtain pre-approval of a subcontractor may result in termination of the contract.
4. The VENDOR agrees the DIVISION will not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract.
5. Failure by any subcontractor to perform or to pay VENDOR will not be grounds for excusing the VENDOR's obligations to the DIVISION during the term of the contract.

J. INDEPENDENT CONTRACTOR

1. The VENDOR is performing as an independent contractor and not as an employee of the STATE, the DEPARTMENT or the DIVISION.
2. Neither the VENDOR nor its employees are entitled to accrue any benefits of STATE employment.

K. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

1. The VENDOR will be required to demonstrate the same commitment to equal opportunity as prevails under the federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830 and Title 28 Chapter 5.1 of the General Laws of Rhode Island.
2. Affirmative action plans will be submitted by the VENDOR for review by the State Equal Opportunity Office.
3. VENDOR's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established will be grounds for forfeiture and penalties as will be established, including by not limited to suspension.

L. INDEMNIFICATION

1. To the full extent of Rhode Island law, the VENDOR agrees to indemnify, defend and hold harmless the STATE, the DEPARTMENT, the DIVISION, their officers, representatives, agents, servants, employees and successors from any liability, damages, claims and or losses arising from the performance of the VENDOR, its agents or employees, including all costs, expenses and attorney's fees which any manner result form or arise out of the contract.
2. The VENDOR's obligations to indemnify, defend and hold harmless extend to the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract to which the contractor is not the patentee, assignee or licensee.
3. The VENDOR will reimburse the STATE, the DEPARTMENT or the DIVISION for any and all damages to the real or personal property of the STATE, the DEPARTMENT or the DIVISION, including costs associated with recreating data caused by the acts of the VENDOR, its agents or employees.
4. The VENDOR's duties under this section will remain fully in effect and binding in accordance with the terms and conditions of the contract, without being lessened or compromised in any way, even where the VENDOR is alleged or is found to merely contributed in part to the acts giving rise to the claims and/ or where the STATE, the DEPARTMENT or the DIVISION is alleged or is found to have contributed to the acts giving rise to the claims.

M. FORCE MAJEURE

1. Neither the DIVISION nor the VENDOR will be liable to the other for any failure, delay or interruption in the performance of any of the terms, covenants or conditions of the contract due to causes beyond the control of either party including, without limitation, strikes, boycotts, labor disputes, embargoes, shortage of material, acts of God, landslides, acts of the public enemy, acts of superior governmental authority, floods, riots, rebellion, sabotage, or any other circumstance for which either party is not responsible and which is not in its power to control.

N. INTERPRETATION

1. The contract and related contract documents will be subject to and governed by the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated into the contract by this reference. In the event of any conflict between the State of Rhode Island Procurement Regulations and any provision of the Rhode Island General Laws and the contract or other contract documents, the State of Rhode Island Procurement Regulations and the Rhode Island General Laws will control.
2. The section headings appearing herein are for the convenience of the DIVISION and the VENDOR and will not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of the contract.
3. If any provision of the contract is determined to be void or unenforceable by any court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable.
 - a. All other provisions will remain in full force and effect.

O. AMENDMENTS

1. Any amendments, alterations, variations, changes, modifications or waivers of provisions of the contract will be valid only when they have been reduced to writing, duly signed by the DIVISION and VENDOR attached to the original contract.

P. TIME OF THE ESSENCE

1. Time is of the essence for all provisions of the contract.

Q. INCORPORATION OF DOCUMENTS

1. The contract and incorporated documents will represent the entire integrated agreement of the parties and supersede all prior written or oral representations, discussions and agreements, except whereas provided herein.

R. AUTHORITY TO ENTER INTO AGREEMENT

1. The person signing the contract represents and warrants that s/he possess the legal authority to enter into the contract and will be the primary contact responsible for ensuring compliance with the terms and conditions of the contract, unless otherwise stated in writing.

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EXHIBIT A
LOCATION AND SCHEDULING OF WORK

LOCATION	ADDRESS	MOWING/TRIMMING	HOURS
Trestle Trail Bikeway	Coventry, RI	Monday - Friday	6:00 AM - 4:00 PM

LOCATION	ADDRESS	CLEANUP (May & September)	HOURS
Trestle Trail Bikeway	Coventry, RI	Monday - Friday	6:00 AM - 4:00 PM

NOTE: Mowing schedule may be altered by the Division due to special events or climatic conditions. Advanced notice will be given to the **VENDOR**.

**EXHIBIT B
MAINTENANCE SCHEDULE**

2016	2017	2018
MAINTENANCE SCHEDULE	MAINTENANCE SCHEDULE	MAINTENANCE SCHEDULE
DATE RANGE	DATE RANGE	DATE RANGE
05/08/2016 - 05/14/2016	04/02/2017 - 04/08/2017	04/01/2018 - 04/07/2018
05/15/2016 - 05/21/2016	04/09/2017 - 04/15/2017	04/08/2018 - 04/14/2018
05/22/2016 - 05/28/2016	04/16/2017 - 04/22/2017	04/15/2018 - 04/21/2018
05/29/2016 - 06/04/2016	04/23/2017 - 04/29/2017	04/22/2018 - 04/28/2018
06/05/2016 - 06/11/2016	04/30/2017 - 05/06/2017	04/29/2018 - 05/05/2018
06/12/2016 - 06/18/2016	05/07/2017 - 05/13/2017	05/06/2018 - 05/12/2018
06/19/2016 - 06/25/2016	05/14/2017 - 05/20/2017	05/13/2018 - 05/19/2018
06/26/2016 - 07/02/2016	05/21/2017 - 05/27/2017	05/20/2018 - 05/26/2018
07/03/2016 - 07/09/2016	05/28/2017 - 06/03/2017	05/27/2018 - 06/02/2018
07/10/2016 - 07/16/2016	06/04/2017 - 06/10/2017	06/03/2018 - 06/09/2018
07/17/2016 - 07/23/2016	06/11/2017 - 06/17/2017	06/10/2018 - 06/16/2018
07/24/2016 - 07/30/2016	06/18/2017 - 06/24/2017	06/17/2018 - 06/23/2018
07/31/2016 - 08/06/2016	06/25/2017 - 07/01/2017	06/24/2018 - 06/30/2018
08/07/2016 - 08/13/2016	07/02/2017 - 07/08/2017	07/01/2018 - 07/07/2018
08/14/2016 - 08/20/2016	07/09/2017 - 07/15/2017	07/08/2018 - 07/14/2018
08/21/2016 - 08/27/2016	07/16/2017 - 07/22/2017	07/15/2018 - 07/21/2018
08/28/2016 - 09/03/2016	07/23/2017 - 07/29/2017	07/22/2018 - 07/28/2018
09/04/2016 - 09/10/2016	07/30/2017 - 08/05/2017	07/29/2018 - 08/04/2018
09/11/2016 - 09/17/2016	08/06/2017 - 08/12/2017	08/05/2018 - 08/11/2018
09/18/2016 - 09/24/2016	08/13/2017 - 08/19/2017	08/12/2018 - 08/18/2018
09/25/2016 - 10/01/2016	08/20/2017 - 08/26/2017	08/19/2018 - 08/25/2018
10/02/2016 - 10/08/2016	08/27/2017 - 09/02/2017	08/26/2018 - 09/01/2018
10/09/2016 - 10/15/2016	09/03/2017 - 09/09/2017	09/02/2018 - 09/08/2018
10/16/2016 - 10/22/2016	09/10/2017 - 09/16/2017	09/09/2018 - 09/15/2018
10/23/2016 - 10/29/2016	09/17/2017 - 09/23/2017	09/16/2018 - 09/22/2018
	09/24/2017 - 09/30/2017	09/23/2018 - 09/29/2018
	10/01/2017 - 10/07/2017	09/30/2018 - 10/06/2018
	10/08/2017 - 10/14/2017	10/07/2018 - 10/13/2018
	10/15/2017 - 10/21/2017	10/14/2018 - 10/20/2018
	10/22/2017 - 10/28/2017	10/21/2018 - 10/27/2018

Exhibit B Maintenance Schedule (Continued)

2019

MAINTENANCE SCHEDULE

DATE RANGE

04/07/2019 - 04/13/2019
04/14/2019 - 04/20/2019
04/21/2019 - 04/27/2019
04/28/2019 - 05/04/2019
05/05/2019 - 05/11/2019
05/12/2019 - 05/18/2019
05/19/2019 - 05/25/2019
05/26/2019 - 06/01/2019
06/02/2019 - 06/08/2019
06/09/2019 - 06/15/2019
06/16/2019 - 06/22/2019
06/23/2019 - 06/29/2019
06/30/2019 - 07/06/2019
07/07/2019 - 07/13/2019
07/14/2019 - 07/20/2019
07/21/2019 - 07/27/2019
07/28/2019 - 08/03/2019
08/04/2019 - 08/10/2019
08/11/2019 - 08/17/2019
08/18/2019 - 08/24/2019
08/25/2019 - 08/31/2019
09/01/2019 - 09/07/2019
09/08/2019 - 09/14/2019
09/15/2019 - 09/21/2019
09/22/2019 - 09/28/2019
09/29/2019 - 10/05/2019
10/06/2019 - 10/12/2019
10/13/2019 - 10/19/2019
10/20/2019 - 10/26/2019
10/27/2019 - 11/02/2019

2020

MAINTENANCE SCHEDULE

DATE RANGE

04/05/2020 - 04/11/2020
04/12/2020 - 04/18/2020
04/19/2020 - 04/25/2020
04/26/2020 - 05/02/2020
05/03/2020 - 05/09/2020
05/10/2020 - 05/16/2020
05/17/2020 - 05/23/2020
05/24/2020 - 05/30/2020
05/31/2020 - 06/06/2020
06/07/2020 - 06/13/2020
06/14/2020 - 06/20/2020
06/21/2020 - 06/27/2020
06/28/2020 - 07/04/2020
07/05/2020 - 07/11/2020
07/12/2020 - 07/18/2020
07/19/2020 - 07/25/2020
07/26/2020 - 08/01/2020
08/02/2020 - 08/08/2020
08/09/2020 - 08/15/2020
08/16/2020 - 08/22/2020
08/23/2020 - 08/29/2020
08/30/2020 - 09/05/2020
09/06/2020 - 09/12/2020
09/13/2020 - 09/19/2020
09/20/2020 - 09/26/2020
09/27/2020 - 10/03/2020
10/04/2020 - 10/10/2020
10/11/2020 - 10/17/2020
10/18/2020 - 10/24/2020
10/25/2020 - 10/31/2020

EXHIBIT C
MAPS and PHOTOS
[To Be Inserted]

**EXHIBIT D
MAINTENANCE WORKSHEET**

	LOCATION	DAY OF WEEK	DATE	# AREAS COMPLETED
1			/ /	
2			/ /	
3			/ /	
4			/ /	
5			/ /	
6			/ /	
7			/ /	
8			/ /	
9			/ /	
10			/ /	
11			/ /	
12			/ /	
13			/ /	
14			/ /	
15			/ /	
16			/ /	
17			/ /	
18			/ /	
19			/ /	
20			/ /	
21			/ /	
22			/ /	
23			/ /	
24			/ /	
25			/ /	
26			/ /	

**ATTACHMENT A
BUSINESS SUMMARY FORM**

Name of Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Tel No: _____ Email Address: _____

Individual Authorized to Negotiate and Contractually Bind Company:

Name: _____

Title: _____

Tel No: _____ Email Address: _____

Individual Responsible for Administering this Agreement:

Name: _____

Title: _____

Tel No: _____ Email Address: _____

Has the firm filed bankruptcy, reorganization or receivership in the last five (5) years? If so, please explain current status.

Please state whether, as of the date of the proposal, the firm, its officers, partners, principles, agents or employees, is in arrears to the STATE for any debts whatsoever (including, but not limited to back taxes).

Please identify any conflicts or potential conflicts of interest that your firm may have in providing services at a state facility.

**ATTACHMENT B
REFERENCE & SIMILAR PROJECTS EXPERIENCE FORM**

VENDOR NAME: _____

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Tel Number:		Fax Number:
Email Address:		
Project Name:		
Brief Description of Project:		

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Tel Number:		Fax Number:
Email Address:		
Project Name:		
Brief Description of Project:		

Owner/Business Name:		
Project Location/Address:		
City:	State:	Zip Code:
Point of Contact:		Dates of Work:
Tel Number:		Fax Number:
Email Address:		
Project Name:		
Brief Description of Project:		

**ATTACHMENT D
SIGNATURE PAGE
[DRAFT]**

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed on this _____ day of _____, _____. The **VENDOR**, Enter Vendor Name, agrees to perform **Landscaping and Maintenance Services for Trestle Trail Bikeway**, as per solicitation number 7550409. The solicitation, Enter Vendor Name proposal and the Notice of Contract Purchase Agreement are hereby made a part of this contract as fully and to the same effect as if the same had been set forth at length in the body of this contract.

STATE OF RHODE ISLAND, DEPARTMENT OF ENVIRONMENTAL MANAGEMENT,
DIVISION OF PARKS AND RECREATION

By: _____
Division Signature Date

Printed Name: _____

Title: _____

Vendor Name

By: _____
Signature Date

Printed Name: _____

Title: _____