

# RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY

P.O. Box 437  
1 East Shore Road  
Jamestown, Rhode Island 02835-0437

## Invitation for Bid/Request for Proposals

### Removal and Replacement of Pump House Shingled Roof

**Contract Number:** 18-16

**Solicitation Date:** December 28, 2018

#### **Bid Proposal**

**Submission Deadline:** January 18, 2019 at 1:00 PM

**Addendum Questions:** Open: 12/28/18 / Close: 1/11/19 @ 4:00 PM  
Answers to be issued by 1/15/19 @ 4:00 PM

The Rhode Island Turnpike and Bridge Authority, a body corporate and politic (the "Authority"), is soliciting Bid proposals to remove, furnish and install a new shingled roof on the pump house building, 180 Tashtassuc Road, Jamestown, RI 02835. Bidders are invited to submit Bid proposals to the Authority by the Bid proposal submission deadline.

This solicitation contains, and is subject to the terms and conditions of, the Invitation to Bid, Instructions to Bidders, Agreement, General Conditions, any Supplemental Conditions, plans and specifications and Bid Price Form.

The award of the contract pursuant to this solicitation will be made to the responsive and responsible Bidder with the lowest Bid Price. *The Authority reserves the right to waive any technicalities in the bid proposals, accept or reject any Bid proposal, award a contract in the best interest of the State, or revoke any solicitation.*

#### **Form of Bid:**

Sealed Bids shall be submitted on the forms provided in accordance with instructions given in the Bid Specifications. Any deviation from the Bid Specifications must be in writing and attached as part of the Bid submitted. The Bidder shall indicate the item or part that deviates from the Bid Specification(s) and indicate how the Bid will deviate from said Specifications.

**Interpretations/Questions:**

Bidders must not orally address questions or comments about this solicitation to the Authority or its professional advisors. No interpretation on the meaning of the Specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation must be in writing in a Microsoft Word attachment with the corresponding solicitation number and addressed to Marianne Durgin, RITBA, P.O Box 437, Jamestown, RI 02835 or via email at [mdurgin@ritba.org](mailto:mdurgin@ritba.org). Questions about this solicitation must be emailed and/or received by the Authority no later than seven (7) calendar days prior to Bid Opening.

# INSTRUCTIONS TO BIDDERS

## **Compliance with Instructions to Bidders**

These Instructions to Bidders contain terms and conditions that will govern the preparation and submission of a Bid proposal and any contract awarded pursuant to this solicitation.

Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of a nonresponsive bid proposal and/or the rejection of the Bid proposal.

## **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the Bid proposal and govern this solicitation, the Bid proposal, and any contract awarded pursuant to this solicitation.

## **Offer to Contract**

Bid proposals constitute an offer to contract with the Rhode Island Turnpike and Bridge Authority (the "Authority") on the terms and conditions contained in the solicitation, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at [www.purchasing.ri.gov](http://www.purchasing.ri.gov)), and applicable federal and local law, all of which are incorporated into this solicitation and any contract awarded pursuant to this solicitation by this reference.

## **Comprehensive Review and Inspection**

The Bidder is responsible for carefully reviewing all of the requirements of this solicitation, inspecting the project location, including checking and/or verifying measurements, site conditions, any limitations, and other details, prior to preparing and submitting its Bid proposal. Failure to submit a complete Bid proposal may result in rejection of the Bid proposal. Claims for additional costs or time resulting from the bidder's failure to inspect and/or verify will not be considered. Bidders shall contact Joseph Levesque, P.E., Chief Engineer, at (401) 423-1952 or [jlevesque@ritba.org](mailto:jlevesque@ritba.org) to make arrangements to inspect the subject roof listed in this solicitation.

## **Addenda**

Responses to questions from Bidders, interpretations of plans and specifications, changes prior to the bid proposal submission deadline, approvals of any substitutions, and supplemental instructions and terms will be posted on the Authority's website at [www.ritba.org](http://www.ritba.org). No addenda will be issued within the three (3) day period preceding the

Bid proposal question response deadline except for an addendum withdrawing the solicitation or extending the bid proposal submission deadline.

### **Costs**

The Bidder is responsible for all costs and expenses to develop and submit a Bid proposal in response to this solicitation.

### **Preparation of Bid Proposal**

Bid Proposals must be made on the Bid Form included in the solicitation and in accordance with the instructions in this solicitation. All applicable blanks must be completed in a legible manner, printed electronically, typed, or handwritten in ink, and amounts must be expressed in both words and figures. In the event of any contradictory terms, handwritten terms prevail over printed or typed terms, and words prevail over figures. Signatures must be in ink. No additional provisions, conditions, or limitations may be made by the Bidder, and any erasures and/or corrections must be initialed in ink by the person signing on behalf of the bidder.

### **Submission of Bid Proposal**

Bidder shall utilize the **Minimum Specification** Section of the IFB/RFP as a basis. Any deviation from the specification must be noted in writing and attached as part of the bid proposal. Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from the specifications.

Each Bid Proposal shall be a complete package including the signed Bidder Certification Form, signed Bid Form, Bid Surety, IRS Form W-9 and duplicate original.

*The Bid proposal must be delivered (via mail, messenger service, or personal delivery) to the Authority and date-stamped receipted by the date and time specified for the bid proposal submission deadline.* Bidders should mail Bid proposals sufficiently in advance of the Bid proposal submission deadline to ensure timely delivery to the Authority. Bid Proposals must be addressed to:

Rhode Island Turnpike and Bridge Authority  
Office of the Executive Director  
P.O. Box 437  
1 East Shore Road  
Jamestown, Rhode Island 02835-0437

Bid proposals that are not received by the Authority by the bid proposal submission deadline for whatever reason will be deemed late and will not be considered. Postmarks will not be considered proof of timely submission. At the Bid proposal submission deadline, Bid proposals will be opened and read aloud in public.

## **Bid Price**

The Bidder must submit a Base Bid Price on the Bid Form to perform all of the work specified in the solicitation, including the cost of the bonds and any allowances and addenda.

## **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a duplicate original "public copy" to be available for public inspection upon the opening of bids. Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act.

## **Responsibility of Bidder**

The Authority may make a reasonable inquiry to determine a Bidder's capability in all respects to perform fully the contract requirements, including without limitation, the financial strength and responsibility, integrity, and reliability of the Bidder. The failure of a Bidder to provide information promptly in response to an inquiry, including without limitation, financial statements and business references, may result in a determination of the Bidder's non-responsibility.

## **Contractors Registration**

The Bidder must have and maintain a valid certificate of registration issued by the Contractors' Registration Board throughout the term of the contract awarded pursuant to this solicitation and ensure that its subcontractors, unless exempt from registration, also obtain and maintain valid certificates of registration.

## **Subcontractors**

The Bidder must demonstrate that it is able to perform a substantial portion of the work using its own workforce. Any Bidder that does not maintain a permanent workforce and/or proposes to perform a disproportionate amount of the work through one or more subcontractors will be considered unqualified. The successful Bidder must establish to the satisfaction of the Authority the reliability and responsibility of any subcontractors proposed to perform any work pursuant to this solicitation. All Subcontractors which operate as an independent corporate entity shall have a Certificate of Insurance as stipulated in the Insurance section herein.

## **Taxes**

The Authority is exempt from federal excise taxes and state and municipal.

## **Indemnification**

The successful Bidder will indemnify and hold the Authority, its members, officers, employees, agents, successors and assigns, harmless from and against any and all claims, demands, actions, causes of action, damages, losses, judgments, recoveries, liabilities, costs and expenses (including without limitation, attorneys' fees and costs), or any kind, that the Authority, its members, officers, employees, agents, successors and assigns may incur arising out of this solicitation, any contract awarded pursuant to this solicitation, and/or the act or omission of the bidder, its subcontractors, or their employees and agents.

## **Withdrawal**

A Bidder may withdraw its bid proposal at any time prior to the bid proposal submission deadline. Bid proposals are irrevocable for a period of 60 days following the bid proposal submission deadline.

## **Reservation of Rights**

The Authority reserves the right, at any time, for any reason, in its sole discretion, to: (i) revoke, suspend, or terminate this solicitation; (ii) accept or reject any and all bid proposals, in whole or in part; (iii) waive any technical defects, irregularities, or omissions in any bid proposals; and/or (iv) terminate any contract awarded pursuant to this solicitation, with or without cause.

## **Award**

The Authority, in its sole discretion, will award the contract pursuant to this solicitation to the responsive and responsible Bidder who submits the lowest responsive and responsible bid proposal. The Authority may determine, in its sole discretion, the low Bid proposal on the basis of the amount of the Base Bid Price plus the alternates selected in accordance with the Bid Form. The successful Bidder will receive a Notice of Intent to Award from the Authority with instructions for the Bidder to submit further documentation. The successful Bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed by the Authority. The issuance of the Notice to Proceed and the continuation of any contract awarded pursuant to this solicitation are contingent upon the availability of funds.

## **Prevailing Wages**

### ***For contracts priced under \$1 Million***

The successful Bidder and its Subcontractors must pay their workers at the applicable prevailing wage rates (adjusted every July 1) for the various trades on a weekly basis, pay their workers one and one-half times the applicable prevailing wage rates for each hour worked in excess of 8 hours in any one day or 40 hours in any one week, and submit certified weekly payroll forms on a monthly basis to the user agency. Prevailing wage posters and rate schedules, available at the Rhode Island Department of Labor and Training website at [www.dlt.ri.gov](http://www.dlt.ri.gov), must be posted at the project site.

## **Substitutions**

Any proposal in response to a request for substitutions in this solicitation must include the detailed information necessary for a comprehensive evaluation, including (without limitation) the name of the material or equipment of the proposed substitution and a complete description of the proposed substitution, with drawings and performance and test data. Products specified in this solicitation establish a standard of quality, performance, dimension, function, and appearance. Proposed substitutions must meet the standard and will not be considered without the prior written approval of the Authority. All substitution approvals will be posted as addenda to the solicitation.

## **Licenses**

The successful Bidder and anyone performing any work on the contract awarded pursuant to this solicitation must possess all of the licenses required by any federal, state, or local law to perform such work.

## **Insurance**

The successful Bidder must submit a copy of an endorsement and a certificate of insurance that references the solicitation number and names the Authority as “certificate holder” and as “additional insured” upon the issuance of the Notice of Intent to Award, on an annual basis during the term of the contract awarded pursuant to this solicitation, and from time to time upon request. The certificate of insurance must state that 30 days’ advance notice of cancellation, nonrenewal, or material change in coverage (referencing the solicitation number) will be sent to: *Rhode Island Turnpike and Bridge Authority, Office of the Executive Director, P.O. Box 437, 1 East Shore Road, Jamestown, Rhode Island 02835-0437*, and provide evidence of the following specific types and amounts of insurance:

**Type of Insurance**

**Amount of Coverage**

|                                 |   |
|---------------------------------|---|
| Comprehensive General Liability | \$1 Million each occurrence (inclusive of both bodily injury and property damage) _ |
|                                 | \$1 Million products and completed operations aggregate                             |
|                                 | \$1 Million general aggregate   |

**Comprehensive General Liability coverage shall include:**

Independent contractors  
Contractual (including construction “hold harmless” and other types of Contracts or agreements in effect for insured operations)  
Completed operations  
Personal injury (with employee exclusion deleted)

**Automobile Liability**

|   |                             |
|---|-----------------------------|
| Combined Single Limit   | \$1 Million each occurrence |
| Bodily injury, property damage, including non-owned and/or hired vehicles and equipment |                             |

**Workers Compensation**

|            |           |
|------------|-----------|
| Coverage B | \$100,000 |
|------------|-----------|

|   |   |
|---|---|
| <b><u>Environmental Impairment</u></b><br>("Pollution control") | \$1 Million or 5% of contract amount,<br>whichever is greater |
|---|---|

|                              |                 |
|------------------------------|-----------------|
| <b><u>Builder's Risk</u></b> | Contract amount |
|------------------------------|-----------------|

All insurance required by this solicitation, whether through a policy or an endorsement, shall include: (i) a waiver of subrogation, waiving any right the insurance company may have to recover against the Authority; and (ii) a provision that the Bidder's insurance coverage shall be primary in relation to any insurance, self-insurance, or self-retention maintained by the Authority, and any insurance, self-insurance, or self-retention maintained by the Authority shall be in excess of the Bidder's insurance.

*The Authority reserves the right to accept alternate forms and plans of insurance and/or to require additional or more extensive coverage.*

## **Minority Business Enterprises**

The Authority reserves the right to give additional consideration to Bid proposals submitted by minority/women business enterprises ("MBEs") certified by the Division of Purchases, Minority Business Compliance Office, provided that any such Bid proposal is fully responsive to the terms and conditions of this solicitation, and the bid price is determined, in the discretion of the Authority, to be within a competitive range.

Any Bidder who does not intend to perform all of the work with its own forces shall recruit and engage MBEs to perform at least 10% of the dollar value of the contract awarded pursuant to this solicitation. To reach that goal, the Bidder may allocate up to 60% of its costs for materials and supplies obtained from MBE dealers or 100% of its costs for materials and supplies obtained from MBE manufacturers.

The successful Bidder must submit a plan to meet this requirement for approval by the Division of Purchases, Minority Business Enterprise Compliance Office within the ten-day period following the Notice of Intent to Award, identifying all MBEs, and must also demonstrate its good faith best efforts to meet these MBE goals. Information about this requirement and a directory of MBEs certified in Rhode Island is available at [www.mbe.ri.gov](http://www.mbe.ri.gov) or (401) 574-8670.

## **Equal Opportunity**

The successful Bidder must demonstrate a commitment to equal opportunity and submit an affirmative action plan for review by the Rhode Island Department of Administration State Equal Opportunity Office within the ten day period following the Notice of Intent to Award. Information about this equal opportunity requirement is available at [www.diversity.ri.gov/eo/eoophagehome.htm](http://www.diversity.ri.gov/eo/eoophagehome.htm) or (401) 222-3090.

## **Drug-Free Workplace**

The successful Bidder shall comply, and require that its employees comply, with the State of Rhode Island Drug Free Workplace policy and provide a certificate of compliance within the ten-day period following the Notice of Intent to Award.

## **Criminal Background Check**

The successful Bidder may be required to provide a Bureau of Criminal Identification check and/or a national background check (for each individual who be performing services under the contract awarded pursuant to this solicitation) within the ten-day period following the Notice of Intent to Award.

## **Foreign Corporations**

No foreign corporation or limited liability company may transact business in the State of Rhode Island until it shall have obtained a Certificate of Authority from the Rhode Island Secretary of State, and no foreign limited partnership may transact business in the State of Rhode Island until it shall have obtained a Certificate of Registration from the Rhode Island Secretary of State. The successful Bidder, if a corporation or limited liability company, will be required to provide a current Good Standing Certificate, and if a limited partnership, will be required to provide a current Letter of Legal Existence, issued by the Rhode Island Secretary of State within the ten day period following the Notice of Intent to Award.

## **Campaign Finance**

The successful Bidder who has contributed, within the 24 months preceding the contract award, an aggregate amount of more than \$250.00 within a calendar year to any Rhode Island general officer, candidate for general office, any member of the general assembly, or any Rhode Island political party, must file a "Vendor Affidavit" with the State of Rhode Island Board of Elections. Information about "Vendor Affidavits" and electronic filing is available at [www.elections.ri.gov](http://www.elections.ri.gov) or Board of Elections, Campaign Finance, (401) 222-2056.

## **Binding Contract**

The form of agreement the successful Bidder will be required to execute is included in the solicitation. A binding Contract between the Authority and the successful Bidder will be formed by the issuance of a Notice to Proceed from the Authority, *and only by the issuance of a Notice to Proceed, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the General Conditions, any Supplemental Conditions, the Plans and Specifications, the Bid Form, the Bidder Certification Form, the Agreement, and also the Notice to Proceed. The successful Bidder shall be authorized to commence work only upon the issuance of the Notice to Proceed.

## **Compliance with Terms of Contract**

Failure of the successful Bidder to comply with the terms and conditions of any contract awarded pursuant to this solicitation may result in nonpayment, suspension or termination of the contract, suspension or debarment of the Bidder, or any other necessary or appropriate remedy.

# Removal and Replacement of Pump House Shingled Roof

## Minimum Specification

- Strip roof to bare plywood
- Re-bolt existing plywood to metal roof decking (as necessary)
- Remove existing plywood and furnish & install new plywood to metal roof decking (as necessary) in areas where existing plywood is not structurally sound. Square foot (SF) quantity to be determined. **Provide a separate SF cost for this bid item on Bid Price Proposal Form**
- Furnish & install high performance felt paper to entire roof
- Furnish & install new drip edging to roof
- Reseal existing roof penetrations (as necessary)
- Furnish & install new CertainTeed Landmark roofing shingles (color Weathered Wood) to entire roof (or approved equivalent)
- Contractor shall keep work area neat at the end of the work day and contained throughout the duration of the job



Pump House Building

# Bid Price Proposal Form

## Removal and Replacement of Pump House Shingled Roof

We the undersigned propose to provide RITBA with the removal and replacement of a shingled roof on the pump house building based on the aforementioned Bid Specification for the following quote as stated below:

**Please Note:** This contract will be awarded based on the Total Price in whole and not in parts. RITBA reserves the right however, to reject certain parts/sections.

### Removal and Replacement of Pump House Shingled Roof:

Lump Sum Price \$ \_\_\_\_\_

Lump Sum Price (written) \_\_\_\_\_

### Removal and Replacement of New Plywood to Metal Roof Decking (if required):

Per Square Foot (SF) Price \$ \_\_\_\_\_

Per Square Foot (SF) Price (written) \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street, City, State, Zip

\_\_\_\_\_  
Telephone

**1. ACCEPTANCE**

It is acknowledged that this Submitted Bid shall be opened and accepted and is irrevocable for sixty (60) days from the Bid closing date.

The Bidder understands that the Rhode Island Turnpike and Bridge Authority reserves the right to reject any or all Bids and to waive any informalities to the bidding.

Once the successful Bidder is approved by the Rhode Island Turnpike and Bridge Authority within the attached Bid Specifications, the RITBA shall execute a Contract Award within ten (10) days.

**2. BID FORM SIGNATURE(S)**

\_\_\_\_\_ (Bidder's Name)

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

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

Corporate Seal:

**3. ACCEPTANCE**

It is acknowledged that this Submitted Bid shall be opened and accepted and is irrevocable for sixty (60) days from the Bid closing date.

The Bidder understands that the Rhode Island Turnpike and Bridge Authority reserves the right to reject any or all Bids and to waive any informalities to the bidding.

Once the successful Bidder is approved by the Rhode Island Turnpike and Bridge Authority within Bid Specifications, the RITBA shall execute the Contract within ten (10) days of receipt of the Notice of Bid Award.

**END OF SECTION**