



**Rhode Island Turnpike and Bridge Authority**

**April 26, 2023**

**Request for Qualifications No. 23-13**

**Specialized Bridge Construction Services**

## **INTRODUCTION**

The Rhode Island Turnpike & Bridge Authority (RITBA) is seeking proposals from qualified bridge construction firms that have demonstrated experience in providing specialized services as described below in “SCOPE”. The services requested are for the Claiborne Pell Bridge.

## **BACKGROUND**

RITBA is a quasi-public agency created by the Rhode Island General Assembly in 1954 as a corporate and body politic, with powers to construct, acquire, maintain, and operate bridge projects as defined by law. The Authority was responsible for the construction of the Claiborne Pell Bridge (formerly the Newport Bridge) which opened to traffic on June 28, 1969. The Authority has been responsible for the operation and maintenance of the Mount Hope Bridge between Bristol, Rhode Island and Portsmouth, Rhode Island and the Claiborne Pell Bridge between Newport, Rhode Island and Jamestown, Rhode Island since 1964 and 1969, respectively. On April 25, 2013, the State transferred custody, control and supervision of the land and improvements for the Jamestown-Verrazzano and the Sakonnet River Bridges from the Rhode Island Department of Transportation (RIDOT) to the Authority. Ownership and title of the bridges remains with the State. In addition to the four (4) bridges noted above, RITBA also operates and maintains Route 138 through Jamestown and ten (10) smaller bridges associated with this highway and the approaches to the four (4) major bridges.

## **REQUEST FOR PROPOSAL REQUIREMENTS**

RITBA requires respondents keep the proposals to a maximum of five (5) double sided 8 ½ x 11 pages (no less than 12 font), excluding:

- Cover Letter
- Table of Contents
- Dividers
- Resumes
- Labor & Equipment Rate Schedule

Proposing firms **MUST** submit a Labor & Equipment Rate Schedule with the proposal.

RITBA will not accept videos, simulations, or other electronic presentations for this submittal. However, such electronic information may be presented during an interview process for the shortlisted proposers if so necessary.

Proposing firms shall submit one electronic (thumb/flash drive only) and three (3) printed copies of the proposal to:

Office of Procurement  
Rhode Island Turnpike and Bridge Authority  
1 East Shore Road  
Jamestown, RI 02835  
**Attn: Specialized Bridge Construction Services**  
**- Contract No. 23-13**

The proposal must be received no later than **2:00pm EDT May 5, 2023, EDT**. Late submissions will **not** be accepted. RITBA accepts deliveries during normal business

hours Monday through Friday 8:30am to 4:00pm EDT excluding national and local state holidays. It is the sole responsibility of the responding firm to ensure delivery of its proposal on or before the due date/time, RITBA will not accept any proposals that are received after the due date/time. To control the dissemination of information regarding this RFP, firms interested in submitting proposals shall not make personal contact with any member of RITBA staff and/or Board of Directors. Questions concerning this RFQ should be directed, via email to [procurement@ritba.org](mailto:procurement@ritba.org) no later than **2:00pm April 28, 2023, EDT**. RITBA will respond to all relevant questions no later than end of day **EDT May 2, 2023**. This addendum will be posted to RITBA's website ([www.ritba.org](http://www.ritba.org)) and the State of Rhode Island's Division of Purchasing website ([www.purchasing.ri.gov](http://www.purchasing.ri.gov)).

RITBA accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ, participating in oral presentations, or meeting with RITBA prior to being awarded the contract. The proposals in response to this RFQ become the property of RITBA and may be used by RITBA in any way it deems appropriate. All information submitted in response to this RFQ is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. Firms 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 (R.I. Gen. Laws § 38-2 et. seq.). If Firm does not submit a redacted public copy, RITBA assumes that firm is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure. By submitting a proposal, the firm certifies that it has fully read and understands the RFQ, has full knowledge of the scope of work to be provided, and accepts the terms and conditions under which the services are to be performed. RITBA will be the sole judge in determining as equivalent products (if applicable).

RITBA reserves the right to, virtually, interview some, all or none of the firms responding to this RFQ based solely on its judgment as to the firm(s) proposals and capabilities. RITBA reserves the right to select firms directly from the proposals received without the use of an interview process. RITBA reserves the right to request and consider additional information from submitters, and to reject any submittals on any basis without disclosing the reason. No firm may withdraw their submittal for at least one-hundred twenty (120) days after the time and date set for submission.

RITBA reserves the right to waive any irregularities and technical defects. RITBA reserves the right to modify, amend or waive any provision of this RFQ, prior to the issuance of an award for these services.

### **SCOPE**

The Rhode Island Turnpike & Bridge Authority (RITBA) is seeking proposals from qualified bridge construction firms that have demonstrated experience in providing specialized services as described below.

Scope of work includes the installation of an existing bridge strand jacking system connected to the suspension span tower and top chord of stiffening truss, at the east tower, southeast compression link, to temporarily support and relieve load from the existing compression link assembly. Temporary removal of existing compression link pin nuts is required to provide access to the Engineer to observe conditions of the gusset and reinforcing pin plates. The compression link is to be returned to its original condition with both nuts replaced. Optional work may include the repair of existing gusset/reinforcing

pin plates and pin replacement. Work is to be performed at the direction of the Engineer under Time and Materials in accordance with RIDOT Time and Materials measurement and payment. Work also includes provision for maintenance and protection of traffic (MPT).

Examples of work or projects that would indicate a firm's qualifications are:

- Steel repairs to fracture critical superstructure steel on suspension bridge or other long span/complex steel bridge superstructure.
- Jacking operation utilizing bridge strands and through hole jacks on complex bridge superstructure under live load.
- Large diameter pin removal and replacement on similar long span bridge structure.
- Maintenance and Protection of Traffic including potential crossover pattern working with existing movable median barrier.

The services requested are for the Claiborne Pell Bridge in RI.

RITBA will select one construction firm. The contract term will be determined based on the duration of necessary work. All work undertaken will be by separate and distinct contract(s) or purchase order(s).

The preceding Scope attempts to generally describe the services that may be required of the selected firm.

### **SUBMITTAL AND EVALUATION CRITERIA**

Proposals will be evaluated by a Selection Committee, which will be seeking to distinguish which proposer has, through the appropriate combination of several criteria, the abilities to best perform the required services to the satisfaction of RITBA. While some criteria may be ranked higher than others in the selection process, the proposal that achieves the highest overall ranking will be considered top-ranked by the Selection Committee. The proposals will be evaluated using the following criteria:

#### **A. Experience of Proposed Team – 50%**

- a. Provide an organizational chart for the proposed team
- b. Provide resumes for each team member
- c. Articulate experience performing similar services for bridge facilities
- d. Provide contact information (phone number & email address) of the primary contact for this solicitation

#### **B. Understanding of Disciplines and Demonstrated Performance – 50%**

- a. Articulate an understanding of and familiarity with the requested services and describe your approach to deliver
- b. Demonstrate performance on contracts with other agencies, particularly as they relate to urgent and high priority work

RITBA will select a firm based upon recommendations of the Selection Committee, and subsequent approval of the Executive Director and the RITBA Board of Directors.

### **MBE Participation Goal**

Under Rhode Island General Law §§ 37-14.1, Minority business enterprises are targeted for participation in all procurement and construction projects and shall be awarded a minimum of ten percent (10%) of all dollar value of the procurement or project.

### **BONDS**

The successful proposer must furnish a 100% Payment and Performance bond from a surety licensed to conduct business in the State of Rhode Island upon the award of a contract pursuant to this solicitation.

### **INSURANCE REQUIREMENTS**

Evidence of the following minimum insurance coverage must be provided:

- a. General Liability limits of \$1,000,000 per occurrence.
- b. Motor Vehicle Liability Insurance with limits of \$1,000,000.
- c. Worker's Compensation coverage to Rhode Island statutory limits or documentation evidencing an approved self-insurance program.
- d. Umbrella Liability limits of \$5,000,000 excess of \$1,000,000 primary layer.
- e. Errors and Omissions Coverage with minimum limits of \$1,000,000.
- f. Professional liability coverage in effect in an amount not less than \$1,000,000.

RITBA and the State of Rhode Island shall be named as additional insured on all policies of insurance except for the Errors and Omission (Professional Liability) and Worker's Compensation insurance.

### **ADDITIONAL REQUIREMENTS**

#### **Disadvantaged Business Enterprise Participation**

The firm must indicate that it will comply with all applicable Federal, State and Local regulations and laws, including Affirmative Action and the Disadvantaged Business Enterprise programs. In accordance with R.I. Gen. Law §§ 37-14.1-1 it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) (collectively referred to as MBEs herein) in the performance of State procurements and projects.

For further information, visit the Office of Diversity, Equity and Opportunity's website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws 37-14.1, R.I. Gen Laws Ch. 37-2.2, and 220-RICR-80-10-2. The Office of Diversity, Equity and Opportunity may be contacted at (401) 574-8670 or via email at [Dorinda.Keene@doa.ri.gov](mailto:Dorinda.Keene@doa.ri.gov) .

#### **Campaign Finance Compliance**

Every person or business entity providing goods or services at a cost of \$5,000 cumulated value is required to file an affidavit regarding political campaign contributions with the RI State Board of Elections even if no reportable contributions have been made. R.I.G.L. § 17-27 Forms may be obtained at Board of Elections, Campaign Finance Division, website at <https://elections.ri.gov/finance/index.php>. Please call (401) 222-2345 or e-mail [campaign.finance@elections.ri.gov](mailto:campaign.finance@elections.ri.gov) with any questions or concerns. For the purposes of this RFQ RITBA asks that firm's commit to properly filing all appropriate documentation prior to any contract being signed.

#### **Major State Decision-Maker**

Does any Rhode Island “Major State Decision-Maker”, as defined below, or the spouse or dependent child of such person, hold (I) a ten percent or greater equity interest, or (ii) a \$5,000 or greater cash interest in this business?

For purposes of this question, “Major State Decision-Maker” means:

- (a) All general officers; and all executive or administrative head or heads of any state executive agency enumerated in R.I.G.L § 42-6-1 as well as the executive or administrative head or heads of state quasi-public corporations, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of president, senior vice president, general counsel, director, executive director, deputy director, assistant director, executive counsel, or chief of staff; and
- (ii) All members of the general assembly and the executive or administrative head or heads of a state legislative agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, or chief of staff; and
- (iii) All members of the state judiciary and all state magistrates and the executive or administrative head or heads of a state judicial agency, whether appointed or serving as an employee. The phrase "executive or administrative head or heads" shall include anyone serving in the positions of director, executive director, deputy director, assistant director, executive counsel, chief of staff or state court administrator.

If your answer is “Yes”, please identify the Major State Decision-Maker, specify the nature of their ownership interest, and provide a copy of the annual financial disclosure required to be filed with the Rhode Island Ethics Commission pursuant to R.I.G.L. §36-14-16, 17 and 18.

Title VI Solicitation Notice

RITBA, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**- END OF RFQ**

**RHODE ISLAND TURNPIKE AND BRIDGE AUTHORITY JAMESTOWN, RI**

**CONTRACT NO. 23-13**

**CLAIBORNE PELL BRIDGE  
SPECIALIZED BRIDGE CONSTRUCTION SERVICES**

## CONTRACT AGREEMENT

This Contract Agreement, executed in the Town of Jamestown in the State of Rhode Island, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the Rhode Island Turnpike Authority, hereinafter called the Authority, and \_\_\_\_\_, hereinafter called the Contractor.

### WITNESSETH:

That for and in consideration of payments hereinafter mentioned to be made by the Authority, the Contractor agrees to furnish all equipment, machinery, tools, and labor; to furnish and deliver all materials required to be furnished and delivered in and about the improvement, to assume sole responsibility for the quality of materials and workmanship, and to do and perform all work in the performance of Contract No. 23-13 Claiborne Pell Bridge - Specialized Bridge Construction Services, in strict conformity with the provisions of this Contract Agreement, the Notice to Contractors, the Proposal, the Specifications, and the Drawings, as defined in the Specifications. The said Notice to Contractors, Proposal, Specifications, and Drawings are hereby made a part of this Contract Agreement as fully and to the same effect as if the same had been set forth at length in the body hereof.

As security for the full and faithful performance of this Contract and all the incidents thereto, the Contractor has made and furnished a Contract Bond with \_\_\_\_\_ as Surety, which is accepted by the Authority and made a part of this Contract.

In consideration of the foregoing premises, the Authority agrees to pay the Contractor such price for the work actually done as set out in the accompanying Proposal, in the manner provided in the said Specifications.

Contractor shall be prepared to begin work to be performed under this Contract as set forth in the Proposal within three (3) calendar days after receipt of Notice to Proceed.

The Authority shall have the right to repudiate this Contract, terminate the right of the Contractor to attempt further performance thereof, and require the surety on the bond of the Contractor to pay the penalty thereof, if the Contractor becomes insolvent, is adjudicated as bankrupt, made an assignment for the benefit of creditors, suffers a petition in bankruptcy to be filed against it, has a receiver appointed for it or its property, or assigns this Contract without the written consent of the Authority thereto being first had and obtained; or if the Authority's Engineer shall certify in writing that for a period of

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three days or more, the Contractor has neglected or refused unreasonably to provide a sufficiency of properly skilled workmen or a sufficient quantity of material of proper quality, or that it has otherwise unreasonably delayed the performance of the contract.

No Contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, national origin, or ancestry.

For a second or any subsequent violation of the provisions of this Contract relating to discrimination or intimidation, this Contract may be cancelled or terminated by the Authority, and all money due, or to become due hereunder, may be forfeited, at the option of the Authority.

The Contractor shall deliver a Performance Bond and a Payment Bond to the Authority each in the amount of this Contract, executed upon forms approved by the Authority, by itself and a surety company or companies acceptable to the Authority, and qualified to do business under the laws of the State of Rhode Island, insuring the faithful performance of all the terms of this Contract and the settlement of claims or other liabilities caused by or incident to the execution of said Contract as well as such other items as may be required by the laws of the State of Rhode Island.

Insurance policies provided by the Contractor in which the Authority shall be named as the insured, shall be deemed to be the property of the Rhode Island Turnpike and Bridge Authority so long as any work under the Contract remains in performance and no cancellation of any such policy will be permitted. No changes in any insurance coverages in which the Contractor shall be named as the insured and covering the risk involved in the doing of the work shall in any way be altered during the progress of the work except to renew any such policy the term of which may expire during the performance of the work. In the event of the expiration of any such policy during the performance of the work, a renewal policy shall be provided to the Authority at least ten (10) days in advance of such expiration.

The work shall be prosecuted from as many different points, in such part or parts and at such times as may be directed by the Engineer and shall be conducted in such a manner and with such materials, equipment, and labor as are considered necessary by the Engineer to ensure its completion within the time set forth in the Proposal.

Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Engineer, the Contractor shall notify the Engineer at least twenty-four (24) hours before again resuming operations.

This Contract has been executed in duplicate and is binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

This Contract or any interest therein shall not be assigned by the Contractor without the written consent of the Authority, first had and obtained, which consent shall be effective only if given by a duly adopted resolution of the Authority.

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IN WITNESS WHEREOF, the parties to these presents have hereunto set their names this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CONTRACTOR

RHODE ISLAND TURNPIKE



& BRIDGE AUTHORITY

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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