

September 6, 2024

ADDENDUM NO. 01
Invitation for Bid 24-08
Newport/Pell Bridge Railing Removal and Replacement

Prospective Proposers and all concerned are hereby notified of the following changes/comments related to the Invitation for Bids (IFB) document 24-08. These changes/comments shall be incorporated in and shall become an integral part of the IFB.

Below are the terms and conditions related to this IFB:

Terms and Conditions

In submitting a response to this Invitation for Bids (IFB), Bidders/Proposers (Bidder) hereby understand the following:

1. All project participants, consultants, engineers, and contractors, must comply with all applicable federal, state laws and RITBA rules and regulations pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
2. Alternate bids (two or more bids submitted) will be considered for award. RITBA reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein.
3. The bids submitted, and any further information acquired through interviews, will become, and are to be considered, a part of the final completed contract. If there is any variance or conflict, the bid specifications, conditions, and requirements shall control.
4. All information submitted in response to this IFB is deemed public and subject to disclosure unless a separate redacted public copy is submitted, regardless of whether the information is marked confidential/proprietary. 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 (R.I. Gen. Laws § 38-2 et. seq.). If Bidder does not submit a redacted public copy, RITBA assumes that Bidder is not seeking confidential treatment for any of its information and thus, all information is subject to public disclosure.
5. Bidders must hold the bid price for one hundred twenty (120) days from bid opening date, and may not withdraw their bid for at least thirty (30) days after the time and date set for the receipt of bids. Prices MUST also be free of federal, state and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid. RITBA is Tax Exempt and a certificate will be supplied as required.
6. Bidder MUST return the original attached Response Form as noted previously on the bid due date.
7. Envelopes containing responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, date, and time.

8. RITBA interprets the term "lowest responsible Bidder" as requiring RITBA to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. RITBA can consider, among other factors, such things as labor cost, service and parts availability, availability of materials and supplies, and maintenance costs of items upon which bids are received. RITBA can determine any differences or variations in the quality or character of the material, goods, wares, or services performed or provided by the respective Bidders.
9. RITBA reserves the right to waive any irregularities and to reject any and all bids on any basis without disclosing the reason. RITBA will be the sole judge in determining as equivalent products (if applicable). The successful Bidder will be the lowest responsible and responsive Bidder. For purposes of this solicitation, the lowest responsible Bidder is the firm that RITBA determines meets the specifications at the lowest price.
10. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information, if necessary, to assist RITBA in analyzing your bid.
11. A purchase order and/or contractual agreement constitutes RITBA's offer to the Bidder upon the terms and conditions stated herein, and shall become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
12. After award, if the successful Bidder refuses or fails to make deliveries of the materials and or services within the times specified in the IFB, purchase order, or contractual agreement, RITBA may, by written notice, terminate the contract OR purchase order.
13. The Bidder shall hold and save RITBA, The State of Rhode Island, and their respective officers, agents, servants/employees harmless from liability of any patented or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by RITBA.
14. The Bidder agrees to indemnify, and defend and hold RITBA and the State of Rhode Island and/or their respective officers, agents, servants/employees harmless from and against losses, costs, damages, penalties, fines, settlements, liabilities and expenses (including, without limitation, reasonable attorneys' fees, court costs and litigation/arbitration expenses) claimed or incurred by reason of any damages, including but not limited to, bodily injury, death and/or property damage to the extent caused by any act error or omission, of the Bidder or any of the Bidder's officers, consultants, subconsultants, subcontractors agents, representatives or employees in the performance of the services specified in the IFB.
15. Payment of the firm's invoices is subject to adjustment and payment terms are net 30 days following approval by RITBA staff.
16. Procedures respecting bids and the selection of firms shall be in conformity with Title 37, Chapter 2 of the General Laws of the State of Rhode Island and RITBA procurement rules.
17. All solicitations are subject to Prevailing Wage rates unless otherwise noted.

18. The Bidder agrees that:

- a. He/she shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical handicap;
- b. In all solicitations or advertisements for employees, he/she shall include the phrase, 'Equal Opportunity Employer,' or a similar phrase;
- c. If he/she fails to comply, he shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RITBA;
- d. If he/she is found guilty of discrimination under a decision, he/she shall be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by RITBA; and,
- e. He/she shall include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.

19. The firm responding to this bid proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.

20. If a response to this IFB is accepted, the Bidder agrees to execute and deliver to RITBA a contract in accordance with the Contract Documents (if applicable) within ten (10) days of notice of the award to the Bidder. The Bidder agrees that the surety/deposit given concurrently herewith shall become the property of RITBA in the event the Bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the Bidder shall be liable for RITBA's actual damages that exceed the amount of the surety.

21. It shall be understood that time is of the essence in the Bidder performance. The Bidder agrees that RITBA's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the Bidder defaults in the performance of the Contract Documents, the Bidder shall be liable for payment of the sums stipulated in the Contract Documents as liquidated damages, and not as a penalty.

22. The Bidder hereby certifies that he/she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this IFB, has inspected the location of the project (if applicable), understands the nature and scope of the work to be done, agrees this bid is based upon the terms, specifications, requirements, and conditions of the IFB and documents, and not subject to terms and conditions of Bidder. The Bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.

23. All products/services and related equipment proposed and/or affected by acquisitions or purchases made as a result of the response to this document shall be compliant with existing RITBA hardware, software, and applications where applicable. Verification must be provided in the response to this document.

24. The Bidder certifies that this proposal is submitted without collusion, fraud or

misrepresentation as to other Bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.

25. It shall be understood that any bid and any/all referencing information submitted in response to this IFB shall become the property of RITBA, and will not be returned.
26. RITBA will not be responsible for any expenses incurred by any Bidder in the development of a response to this IFB. Further, RITBA shall reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended Bidder even if RITBA has formally accepted a recommendation.
27. Bids must be received prior to the time and dates listed to be considered responsive. RITBA will not "accept" late responses and will return them to the sender. Further, RITBA will NOT:
 - (1) guarantee security of the document received;
 - (2) be held responsible for bids which are NOT legible (and may choose to reject such responses).
28. By submission of a response, the Bidder agrees that at the time of submittal, he/she:
 - (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Bidder's services, or
 - (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department or bureau, or committee sanctioned by and/or governed by RITBA. Bidders shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that RITBA, at the discretion of the Purchasing Director in consultation with RITBA legal staff, may reject their bid.
29. 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. (RI General Law 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 with any questions or concerns.
30. 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 Five Thousand Dollar or greater cash interest in this business?

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

- (i) 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;

- (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;
- (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 and/or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation for bid and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

###END OF ADDENDUM###