

**THE
UNIVERSITY
OF RHODE ISLAND**

**DIVISION OF
ADMINISTRATION
AND FINANCE**

THINK BIG  WE DO™

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DATE: October 2nd, 2024

Addendum# 2

BID NO.: 101426
OPENING: 10/11/24 at 1:00 PM
COMMODITY: SNOW AND ICE REMOVAL SERVICES

This addendum is being posted to answer the questions received by the deadline in the above referenced bid.

Please see the following page.

Purchasing Department
The University of Rhode Island

Rev. 6-7-24



**BID 101426 – SNOW AND ICE REMOVAL SERVICES
QUESTIONS AND ANSWERS**

1. Is the work covered under this Bid prevailing wage?

Answer: No, prevailing wage does not apply to this bid.

2. All Snowplowing bids that are renewed through the previously renewed MPA 159 with the state of RI has a line item for staking lots. This is considered in the weighted bid analysis and is billable per season regardless if it snows or not. Considering the variables of our recent weather this is a good idea considering the expense contractors must expend getting ready every season. Is there a reason that no line item for staking is considered in this bid? Would URI consider adding a line item? Please note URI had previously always included this bid in MPA 159.

Answer: URI considers marking stakes important to mitigate damage to the landscape and the contractor's equipment. Topic 7 of the specifications require installation of marking stakes. URI considers this an overhead cost for the contractor and not a separate billable task.

3. Is the Contractors Insurance Rider required to be submitted with the Bidders bid submission?

Answer: Insurance is not required to be submitted with your bid. Certificates of Insurance will be requested during the tentative award process. If a vendor cannot comply with the standard insurance requirements/requirements of the bid, the tentative award letter will be rescinded.

4. Some of the contractor's locations have had URI self-performed their own winter maintenance at times in the past yet the bid spread sheets include a considerable allowance of plowings, treatments (Except Plains Road North and South) and additional hourly services for equipment to allow the vendor to perform these services all the time for the entire season. Is it now URI's position that all of these services, IE Plowing, deicing and relocation of snow are to be performed exclusively by the vendor?

Answer: Complete snow removal and deicing treatments, per the specifications, on biddable locations for each group in the contract shall be the contractors exclusive work in each winter event URI requests those services. The hourly line items (Topic 9) are nonstandard work tasks and will be employed by URI request only as needed. In general, these line items may be employed for locations on campus not specified in the contract.

5. If URI will be self-performing some of the required winter maintenance at these locations some of the time will URI hold the vendor harmless from any and all liability seeing the vendor can not be liable for work self-performed by URI?



Answer: URI will not self-perform work that is delegated to the contractors per Topic 11 of the specifications, except in situations explained by 11-3.2. These situations are not anticipated to occur and would be very rare. Questions regarding a contractor's liability should be addressed by their own legal counsel.

6. **Please clarify what constitutes an event, in the past it has been snowfall that has occurred in a 24-hour period between 7 AM to 7 AM. There must be some type of maximum time frame per event such as 24 hours the contractor is expected to absorb. URI can not expect a contractor to staff these storms events at an unlimited time frame greater than 24 hours at no additional compensation, do URI's hourly employees receive no additional compensation beyond eight hours in a single shift? Of course they don't, they receive overtime compensation beyond eight hours worked, URI must be fair and equitable with the contractor and establish a time frame per event.**

Answer: In Part II of the specifications, URI defines a snow event or storm event as the period of time required to finish snow removal completely following a continuous or periodic accumulation of snow. For any storm, if snow accumulation ceases for a period and then restarts prior to the Contractor completing snow removal, the total snow accumulation is determined to be within a single snow event. This has been URI's standard definition of a storm or snow event in previous contract years.

7. **Please further clarify what URI's intentions are regarding dealing with liability from re freezing runoff from melting and or falling snow that will most likely occur from the elevated solar panels that are in the Plains Road south parking lot. Will the contractor be held harmless from any liability from the snow that will remain on top of these panels after a winter storm event?**

Answer: Per the specifications, URI is responsible for ice melt treatments on this location. Questions regarding a contractor's liability should be addressed by their own legal counsel.

8. **In the past years the bidder had to submit separate pricing for the separate winter seasons of work. This is a three-season contract yet only one spread sheet for three separate winter seasons is provided. Is it the Universities intention to have one set of unit prices valid for three winter seasons? URI should not expect the contractor to honor three years of work at one unit price. Three separate spread sheets, one per winter season should please be issued by addendum to allow the contractor to price them accordingly. URI allowed the contractor to price each season of work separately in the past for two-year contracts, this industry standard should continue especially for a three-year contract.**

Answer: The pricing entered on the bid sheet shall be valid for the three-year duration of the contract. Contractors shall take this in consideration when providing pricing.



9. **Would it be possible to have a designated campus buildings room available with bathroom facilities and an area for contractors' workers to warm up during large snow events? In the past this has seemed to be an issue during the overnight hours.**

Answer: Yes – URI will coordinate with the contractor each storm to provide a warming location and bathroom facilities.

10. **The first sentence of Section 5-1.1 states “URI Management retains sole discretion whether the Contractor shall execute snow removal duties.”. This has been an issue in the past which continues to impose tremendous unjust liability upon the contractor, in fact a similar situation occurred under this previous contract over a decade ago and the previous contractor is still involved in the litigation and just about out of business as their insurance rates have increased tenfold. In the past we have communicated with just documentation showing URI management areas needing snow removal duties yet URI management refuses to address them leaving an extremely unsafe situation to the URI pedestrians and vehicular traffic. URI must add some type of written language to this section to protect the contractor due to URI’s sole discretion to direct the contractor to perform snow removal duties. Would URI please add the following language: “URI will hold the contractor harmless and indemnify the contractor from any and all liability caused by any legal proceeding brought forth for incidents at locations that URI management has not directed the contractor in writing to perform snow removal duties.” to section 5-1.1 of the contract specifications?**

Answer: URI has a right to maintain its properties at its discretion. If services are required, URI shall request those services, otherwise service will not be authorized. While URI disagrees with characterizations and other statements set forth in this question, as indicated in the solicitation documents, this solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described therein, and the State’s Purchasing Laws and the RI Division of Purchases Procurement Regulations and General Conditions of Purchase. The General Conditions of Purchase, along with items specified in § 13.4 thereof, shall serve as the Contract between a Vendor and the URI and URI does not intend to modify the requirements of the solicitation, or accept offers for alternate specifications, or offers which are made subject to different terms and conditions.

11. **The first sentence of Section 5-2.1 states “URI Management retains sole discretion over the application of icemelt treatments to surfaces before and after storm events.”. This has been an issue in the past which continues to impose tremendous unjust liability upon the contractor, in fact a similar situation occurred under this previous contract over a decade ago and the previous contractor is still involved in the litigation and just about out of business as their insurance rates have increased tenfold. In the past we have communicated with just documentation showing URI management areas needing deicing treatments yet URI management refuses to address them leaving an extremely unsafe situation to the URI pedestrians and vehicular traffic. URI must add some type of written language to this section to protect the contractor due to URI’s sole discretion**



to apply Ice melt treatments. Would URI please add the following language: “URI will hold the contractor harmless and indemnify the contractor from any and all liability caused by any legal proceeding brought forth for incidents at locations that URI management has not directed the contractor in writing to apply icemelt.” to section 5-2.1 of the contract specifications?

Answer: Please see Answer to Question #10.

12. In the past during winter events URI management has elected to not have the contractor execute snow removal duties or apply De-Icing treatments to the contractors’ areas even though URI’s own staff would perform such duties on all of their own areas. This imposes tremendous unjust liability upon the contractor as well imposes tremendous difficulty upon the contractor in retaining employees and subcontractors. Would URI please add the following language: “URI will always direct the contractor to execute snow removal duties or apply De-Icing treatments to the contractors’ areas when URI’s own staff is performing such duties on all of their own self performed areas.” to section 11-1.1.1 of the contract specifications?

Answer: If snow removal and/or ice melt treatments are required, URI will maintain the areas of campus under its Facilities group management uniformly. Roadways may be the exception to this, as general public safety often requires URI to perform extra roadway ice-melt treatments. Otherwise, all other locations shall be treated equally. In past instance or under prior management this philosophy may have been different. Under current management, if URI employees are servicing campus for snow or ice on walkways, plazas and parking lots, contracted areas shall be serviced equally.

13. URI intends to no longer have the contractor apply deicing treatments to the Plains Road North and South lots and intends to self-perform them. URI must add some type of written language to this contract to protect the contractor from liability due to URI’s intentions to self-perform Ice melt treatments in these areas. Would URI please add the following language: “URI will hold the contractor harmless and indemnify the contractor from any and all liability caused by any legal proceeding brought forth for incidents at the Plains Road North and South Lots that URI management has elected to self-perform Ice melt treatments in these areas.” to the contract specifications.

Answer: Please see Answer to Question #10.

14. URI intends to now supply the contractor all the required road salt needed for the contractors locations. URI must add some type of written language to this contract to protect the contractor from liability do to URI’s intentions to now supply the contractor all the required road salt needed for the contractors locations. Would URI please add the following language: “URI will hold the contractor harmless and indemnify the contractor from any and all liability caused by any legal proceeding brought forth for incidents do to URI’s intentions to now supply the contractor all the required road salt needed for the contractors locations.” to the contract specifications.



Answer: Please see Answer to Question #10.

15. How can we obtain a map for the Uri campus? The link provided will not open.

Answer: The URL for the link provided in the specifications is functional and working. Please email bboesch@uri.edu for technical help if there continues to be issues accessing the online map.

16. Will the liability fall on URI since they will be calling all the shots and are the ones running the show? Since a company would call the shots in a totally different way than Uri would. Erroring on the side of caution at all times. Instead of trying save some money because it Might reach at a temperature of 40 degrees outside. A shaded area will not reach 40 degrees, for example, possibly creating hazardous conditions.

Answer: Please see Answer to Question #10. Questions regarding a contractor's liability should be addressed by their own legal counsel.

17. 11-1.1 says all or none. 11-1.1.1 says all locations unless otherwise specified. If so, it does not allow the contractor to capture money to cover their expenses. Its not fair to the contractor and it should be ALL or NONE.

Answer: All areas within a bid group will be treated equally. Therefore, if URI requires snow removal or ice treatment services, all locations within the contractor's bid group shall be treated equally, thus ALL or NONE.

18. Would the apartments need to be serviced all of the time, or will there be times when they are on vacation break where services would not be needed?

Answer: Apartment areas will require service equally as other areas of campus if services are needed for snow or ice treatment.

19. Would there be an area to store a storage container to store sidewalk equipment?

Answer: URI will work with the contractor for onsite storage of equipment and ice-melt materials, including containers if requested. While onsite storage locations cannot be guaranteed to contractor if space limitations become an issue. However, URI has consistently provided this privilege to the snow removal contractors for several years and intends to continue. Bulk or loose ice melt material storage will be prohibited. Bagged material storage is fine in containers.

20. Is group c an all or nothing?

Answer: The requirements specified in Topic 11 apply to all groups A, B, and C.