



BROWN
FACILITIES MANAGEMENT

(FACILITY NAME)

(Project Title)
(Project No.)

DATE

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(will be incorporated into the Table of Contents of the Project Manual)

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00 10 00
INVITATION TO BID

1. One(1)electronic bid in PDF format **OR** two (2) copies of the bid are hereby request by Brown University Facilities Management **for:**
-

2. The contract documents include the contractual agreement with conditions of the contracts, drawings, specifications, and addenda.

3. A pre-bid conference and site inspection will be held at _____
on _____ **at** _____

Contractors are required, at the discretion of the Owner, to attend this pre-bid.

4. Contractors are strongly cautioned to read each line of the contract documents. The University will not consider any request for additional money caused by a contractor's failure to read any condition contained in the contract document.

END OF SECTION
00 10 00

00 20 00
INSTRUCTIONS TO BIDDERS

1. Requests for Information (RFI) and project inquiries may be submitted to the **project manager:**

2. RFIs must be submitted using 00 40 00 Bid RFI Form. RFIs are due **by:**

_____ at _____

One (1) electronic copy in PDF format OR two (2) paper copies of the bid, signed and dated, must be submitted using 00 30 00 Bid Form and can be submitted as listed below. Failure to submit bids in any format other than specified will not be accepted.

Bids are **due** _____ no later than 2:00 pm

Email: **.pdf format** to:

FM-bids@brown.edu

Hand delivery/USPS/UPS/FEDEX to:

Brown University
Facilities Management
295 Lloyd Ave. 3rd Floor
Providence, RI 02912
Attention: Project Coordinator, Construction Bids

3. Bids must be sealed in an opaque envelope with bidder's return address and an indication that the envelope contains a bid for:

(facility name)

(project title)

(Brown University project #)

4. Current insurance certificates for required liability and worker's compensation, in accordance with contract requirements as set forth in the bid documents, are to accompany the bid.
5. Inquiries pertaining to the administration of the bid process should be addressed to: FM-bids@brown.edu

6. For purposes of this contract, the Owner shall be identified as:

Brown University
Facilities Management
Box 1941
Providence, RI 02912

7. During the contract period, the project will be coordinated and inspected by this department or its designated representative.
 8. Work shall commence as coordinated with Brown Project Manager and shall be completed by: _____
 9. Brown University's purchasing policy states the University's position on avoiding conflict of interest and non acceptance of gifts or gratuities. Kickbacks are clearly considered to fall within the gifts and gratuities category and are strictly prohibited. Contractors, subcontractors, or their agents who participate in any form of kickback activity will not be included on the University bid list. For more information visit: <https://www.brown.edu/about/administration/purchasing/policies>
 10. Progress payments will be reviewed for approval by the Brown project Manager only by directing one original application for payment to:
Brown University
Facilities Management
Box 1941
Providence, RI 02912
Attention: Financial Coordinator
- The project name and/or project number and Brown purchase order number are to be indicated on the invoice.
11. Brown University reserves the right to retain 10% of the invoice amount until completion of the project.

END OF SECTION 00 20 00

**00 30 00
BID FORM**

TO:

Brown University
Facilities Management
Box 1941
Providence, RI 02912
Attention: Project Coordinator, Construction Bids

Bidder's name: _____

The undersigned hereby offers to furnish all labor, materials, equipment and other facilities required, necessary or incidental to the work required in conformity with the contract documents for the project entitled:

I. BASE BID

For the sum of: \$ _____

_____ dollars

The cost of 100% performance bond would be if required:

For the sum of: \$ _____

_____ dollars

II. SCHEDULE OF VALUES

Provide pricing for the line items listed below. The total line items must be equal to the total sum listed in the base bid.

| | | | |
|-------------|-----------------------------------|----|--|
| Division 1 | General Requirements | \$ | |
| Division 2 | Site | \$ | |
| Division 3 | Concrete | \$ | |
| Division 4 | Masonry | \$ | |
| Division 5 | Metals | \$ | |
| Division 6 | Wood & Plastics | \$ | |
| Division 7 | Thermal & Moisture Control | \$ | |
| Division 8 | Door & Windows | \$ | |
| Division 9 | Finishes | \$ | |
| Division 10 | Specialties | \$ | |
| Division 12 | Furnishings | \$ | |
| Division 14 | Conveying Systems | \$ | |
| Division 23 | Mechanical | \$ | |
| Division 26 | Electrical | \$ | |
| Division 27 | Telecommunications | \$ | |
| | TOTAL (equals base amount) | \$ | |

III. LIST OF SUBCONTRACTORS

Identify the subcontractors you will use on this project (changes after award of the project are subject to Owner approval)

IV. UNIT PRICES / HOURLY RATES (PM to modify)

| ITEM DESCRIPTION | UNIT | PRICE |
|------------------|------|-------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

V. ALTERNATES (PM to modify)

The undersigned agrees to execute a contract and to commence work after receipt of notice of acceptance of this bid, as coordinated with the Brown project manager.

The undersigned further agrees, if awarded the contract, to execute and complete the work specified, necessary and implied by the contract documents within _____ calendar days or by _____

The undersigned acknowledge receipt of the following addenda and the cost, if any, of such revisions has been acknowledged in the bid sum.

Addendum No. _____ dated _____

Addendum No. _____ dated _____

In submitting this bid, the undersigned certifies the premises has been examined, and they are satisfied as to the existing conditions under which they shall be obligated to operate or that will in any manner affect the work under this contract.

BIDDERS NAME: _____

ADDRESS: _____

TELEPHONE: _____

BY: _____

DATE: _____

SIGNATURE: _____

Only signed bids will be accepted by the purchasing department.

Submit two (2) copies of this bid form (if submitting in paper).

END OF SECTION
00 30 00

00 40 00
BID RFI FORM

Facility Name: _____

Project Title: _____

| # | BIDDER | DWG/SPEC SECTION | QUESTION | RESPONSE |
|----|--------|------------------|----------|----------|
| 1 | | | | |
| 2 | | | | |
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| 17 | | | | |
| 18 | | | | |

00 60 00
EQUAL EMPLOYMENT OPPORTUNITY

1. **This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 41 CFR §§ 60-1.4(b), 41 CFR §§ 60-4.2(d), 41 CFR §§ 60-4.3(a), 60-300.5(a) and 60-741.5(a). These federal regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

END OF SECTION
00 60 00

00 60 01

MEMORANDUM OF UNDERSTANDING

Among Brown University, Building Futures, *and* The Rhode Island Building & Construction Trades Council

RECITALS

Whereas, the State of Rhode Island Department of Labor and Training and various other industry sources have determined that the local skilled construction workforce in Rhode Island is aging and as a result, demand for new skilled construction trades personnel will substantially increase over the next several years in Rhode Island;

Whereas, in order to meet the anticipated demand for skilled trades personnel in Rhode Island, BuildRI, the Providence Plan, YouthBuild Providence, and the Rhode Island Building & Construction Trades Council (RIBCTC) formed *Building Futures*;

Whereas, Brown University ("Brown") recognizes that in order for its construction projects to be completed in accordance with the applicable contract documents and timely, safely and within budget, that skilled craftsmen and women are necessary and Brown desires to assist *Building Futures* in cultivating the next generation of skilled craftsmen and women by offering alternative career paths for the disadvantaged residents of urban areas, and particularly those within the City of Providence;

Whereas, Brown, the RIBCTC, and *Building Futures* desire to place graduates of the *Building Futures* program from the City of Providence into state registered apprenticeship programs on its construction projects over \$5 million;

Whereas, to accomplish the aforesaid goals, it is desired to establish this Memorandum of Understanding ("MOU").

Now therefore, in consideration of the foregoing and of the mutual efforts here in after provided the parties agree to the following:

1. PROJECT APPRENTICE UTILIZATION COMMITTEE

To execute the desires of the parties to this Agreement, the parties agree to establish a Project Specific Apprenticeship Utilization Committee (here in after the "Committee") for the duration of the project's construction.

- A. Each party to this Agreement shall appoint a member of the Committee to execute its intended purpose.
- B. By consensus, the Committee will develop a joint program outlining work items, timeline and status.
- C. The Committee will track progress on accomplishing the goals of this MOU and modify existing programming as it deems necessary.
- D. The Committee will meet quarterly, or as it determines is necessary, to accomplish aforesaid obligations.

2. BUILDING FUTURES

The roles and responsibilities of *Building Futures* under this MOU are as follows:

- A. Recruit, assess, and place potential pre—apprenticeship and union apprenticeship applicants from urban areas within the State of Rhode Island.
- B. Train candidates through the *Building Futures* pre—apprenticeship program.
- C. Refer eligible and qualified graduates of *Building Futures*, from City of Providence when possible, to appropriate RIBCTC union apprenticeship after they are placed.
- D. Provide case management, support services and mentoring to graduates of *Building Futures* in pre—apprenticeship and union apprenticeship after they are placed.
- E. Provide assistance with administration of the program to Brown’s chosen prime contractor in the form of sample bid specifications, reporting forms, and other relevant documents, in order to maximize the ability of the prime contractor to participate in this MOU.
- F. Be available to make presentations on the Building Futures program to any subcontractor or other industry professionals hired by Brown’s chosen prime contractor at pre—construction conferences and other meetings, as needed.

3. THE RHODE ISLAND BUILDING & CONSTRUCTION TRADES COUNCIL

The roles and responsibilities of the RIBCTC under this Agreement are as follows:

- A. Provide advocacy to apprenticeship and training program coordinators and union representatives to support the goals and objectives of this Agreement.
- B. Work with *Building Futures* to actively place low-income residents from the City of Providence that have been either assessed by, or graduated from, *Building Futures* in their individual union apprenticeship programs and thereafter place them on the project.

4. BROWN AND/OR ITS PRIME CONTRACTOR

The roles and responsibilities of Brown and/or its prime contractor under this Agreement are as follows:

- A. Adopt a **goal** that at least **FIFTEEN PERCENT (15%)** of the labor hours worked to construct each of Brown’s construction projects subject to this Agreement are performed by *Building Futures* graduates, preferably from the City of Providence, and utilize good-faith efforts to achieve that goal.
- B. Brown’s prime contractor, on a subcontractor—by—subcontractor basis shall require:
 - i. A projection of the total workforce needed to accomplish the subcontractor’s work, and the project’s apprenticeship utilization goal.
 - ii. A commitment from all subcontractors to use good-faith efforts to achieve apprenticeship utilization requirements that, in total, meet the project’s **goal**.
 - iii. A tracking system so that statistics on the number of apprentices and the hours worked by them can be reported to *Building Futures* at least quarterly. The system should also report apprentice utilization statistics by subcontractor for review by the Committee.
 - iv. A system that encourages all subcontractors to comply with their individual apprenticeship labor working hours goals.

4. RIGHTS/TERMINATION

It is not the intention of the parties to this MOU for this document to create any contractual rights among

or between the signatories. According, no party has any legal right against any other party for a breach of contract claim under this MOU.

The parties agree that this MOU may be terminated upon 30 days written notice to any of the other signatories.

BROWN UNIVERSITY

By: 
Stephen M. Maiorisi
Vice President, Facilities Management

RI BUILDING & CONST. TRADES COUNCIL

By: 
Michael F. Sabitoni
President

BUILDING FUTURES

By: 
Andrew L. Cortés
Director

END OF SECTION
00 60 01

00 70 00
GENERAL CONDITIONS

1. A sample AIA Document, A107—2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope; AIA Document 133—2009, Standard Form of Agreement Between Owner/Construction Manager as Constructor—where the basis of payment is the Cost of Work Plus Fee with GMP; AIA Document A141—2004, Standard Form of Agreement Between Owner and Design-BUILDER; AIA Document A201—2007, General Conditions of the Contract for Construction, as modified for Brown University projects is attached in this section.
2. Changes to the Brown University Standard Form of Agreement will not be considered; any changes to the Agreement may be grounds for disqualification of the bid.

END OF SECTION
00 70 00

00 80 00
SUPPLEMENTARY GENERAL CONDITIONS

1. All subcontracting work under this contract must be approved by the Owner in advance. The Owner reserves the right to reject any subcontractors submitted by the contractor.
2. The contractor shall comply with provisions described in Brown's Design and Construction Standards, Division 01– General Requirements.
3. Design professionals have been instructed to follow Brown's Design and Construction Standards. These are to be incorporated in all work performed. If the contractor becomes aware of a departure from the Brown standards in the course of performing the work under this contract, such inconsistencies shall be reported to the Brown Project Manager.
4. The contractor shall keep a competent superintendent, or foreman satisfactory to the Owner, on the project at all times when work is in progress. The superintendent and project manager shall not be changed without notifying the Owner unless the superintendent and project manager cease to be in the employ of the contractor. The contractor shall upon award of the contract, designate his job superintendent or foreman and project manager's name, telephone number (business and home, cell/mobile), and the business address.
5. The contractor shall deliver a photocopy of each required permit to the project manager before the University will approve contractor invoices for payment.
6. Contractors shall require workmen to be sensibly attired, courteous, and professional in mannerisms while on the University premises. The contractor is cautioned that workers are considered to be under the direct control of the contractor. Inappropriate or socially unacceptable behavior on the part of any worker may affect the ability of the contractor to bid on any future University projects. The University reserves the right to order the dismissal of any individual worker if that person displays poor behavior.
7. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner and the Owner shall not be responsible for their accuracy. The contractor shall field check and verify all dimensions, grades, lines, levels, utility locations or other conditions of limitations at the site to avoid construction errors. If any work is performed by the contractor or any of his subcontractors prior to adequate verification of applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations shall be assumed by the contractor without reimbursement of compensation by the Owner.
8. It is solely the responsibility of the contractor to investigate every source of information including Brown University Department of Facilities Management information; Dig Safe, the Providence City Clerk information, and others.
9. The contractor shall maintain a complete full sized copy of contract drawings at the site dedicated for use as an as- built mark-up set. The contractor shall markup the plans continuously during construction. The as-built markup set shall be available for review on request by the Owner. Failure to maintain accurate as-built mark-ups shall constitute sufficient justification to withhold payment to the contractor. Prior to final payment, the contractor shall produce and deliver one hard copy and CAD files of as-built drawings incorporating all markups to the Owner. The CAD files shall conform to the CAD Deliverable Guidelines.

10. Contractors who are issued keys are responsible for said keys and shall not duplicate any Brown University keys. If keys are duplicated or lost, the contractor shall be back charged the cost to re-key the entire building.
11. Telecommunications Systems: The contractor is required to engage Hubbell certified data subcontractors (Extended Warranty Program) and Corning certified fiber subcontractors for telecommunication systems. The certified subcontractors shall be selected only from the following list.

END OF SECTION
00 80 00

**Corning Certified Fiber Subcontractors
Updated February 4, 2015**

| Company Name | Address | Contact | Phone | Fax | E-mail Address | Web Address |
|--------------------------|---|-------------------|--------------|--------------|----------------------------------|--|
| Aladdin Electric Company | 1206 Hartford Avenue Johnston, RI 02919 | George Ouellette | 401-272-8450 | 401-351-3810 | george@aladdinelec.necoxmail.com | |
| AZ Corporation | 46 Norwich Westerly Road N. Stonington, CT 03659 | Robert Nault | 781-223-1069 | | rnault@a-zcorp.com | www.a-zcorp.com |
| Electro Standard Labs | 36 Western Industrial Drive Cranston, RI 02921 | Derek Venticinque | 401-943-1164 | | derekv@electro-networks.com | www.electrostandards.com |
| Rossi Electric | 65 Western Industrial Drive Cranston, RI 02921 | Scott Malone | 401-601-5347 | | smalone@rossielectric.com | |
| Synet | 205 Hallene Road, Suite 101 Warwick, RI 02886 | Dana Caggiano | 401-374-2795 | 401-736-6455 | dcaggiano@synetinc.com | www.SynetInc.com |

**AV Subcontractors
Updated March 7, 2012**

| Company Name | Address | Contact | Phone | Fax | E-mail Address | Web Address |
|---------------------|---|----------------|--------------|--------------|-----------------------------|--|
| Shanix Technologies | 40 Worthington Road Cranston, RI 02920 | Whit Johnson | 401-941-4222 | 401-941-4333 | whit@shanix.com | www.shanix.com |
| HB Communications | 60 Dodge Avenue North Haven, CT 06473 | Mike Bohan | 203-234-9246 | 203-234-2013 | mbohan@hbcommunications.com | www.hbcommunications.com |

**Hubbell Certified Data Subcontractors
(Extended Warranty Program)
Updated April 18, 2017**

| Company Name | Address | Contact | Phone | Fax | E-mail address | Web Address |
|--------------------------|---|------------------|--------------|--------------|----------------------------------|---|
| Aladdin Electric Company | 1206 Hartford Avenue Johnston, RI 02919 | George Ouellette | 401-265-6005 | 401-351-3810 | george@aladdinelec.necoxmail.com | |
| A/Z Corporation | 46 Norwich Westerly Road N. Stonington, CT 03659 | Robert Nault | 781-223-1069 | | rnault@a-zcorp.com | www.a-zcorp.com |
| Synet, Inc. | 205 Hallene Road, Suite 101 Warwick, RI 02886 | Dana Caggiano | 401-374-2795 | 401-736-6455 | dcaggiano@synetinc.com | www.synetinc.com |
| INNO4, LLC | 15 Broad Street, Suite 240 Boston, MA 02110 | Nikki.lavoie | 877-496-4666 | 857-753-4959 | Nikki.lavoie@inno4llc.com | https://inno4llc.com/ |

00 80 01

MINIMUM CONTRACTOR SAFETY REQUIREMENTS

1. The contractor shall comply with all aspects of the Construction Safety and Environmental Management Program prepared by Brown University's Office of Environmental Health and Safety. The current requirements can be obtained at the Environmental Health & Safety webpage by selecting Occupational Safety button in the page header
(http://www.brown.edu/Administration/EHS/public/construction_safety.pdf or linked to at <http://www.brown.edu/Administration/EHS/ohs/index.htm>).

Listed below are additional Minimum Contractor Safety Requirements that must be adhered to during the execution of any project/job performer on the Brown University Campus:

- A. Contractors are required to comply with all OSHA, EPA, DOT, DEM and other relevant standards and regulations.
- B. Contractors utilizing respirators must be able to demonstrate compliance, with Respiratory Protection provisions of 29 CFR 1910:134 and 1926:58.
- C. The Roof Access Policy requires that the Office of Risk Management (Ext. 3353) be informed prior to any roof or penthouse work to be performed on laboratory research buildings including 222 Richmond Street, Sidney Frank Life Sciences, BioMed Center, Animal Care Facility, Geo-Chem, Hunter Lab, Metcalf Research and Metcalf Chemistry, or on adjacent buildings. The purpose of this notification is the following:
 1. To ensure that appropriate personal protective equipment is being used.
 2. To determine whether hood shutdown/authorization is necessary.
 3. Make appropriate arrangements with affected departments to coordinate and control hood shutdown.
- D. Safety lifelines, or alternative approved means are expected to be worn by all personnel engaged in elevated window washing, in work on slanted roofs, and in elevated, suspended activity where employees are leaning over roofs.
- E. Contractors shall erect and maintain appropriate access restricting barriers and warning signs to prohibit entry into construction work sites by unauthorized personnel.
- F. All pedestrian areas must be protected from activity that might result in debris, tools, or other materials falling onto pedestrian trafficked area, by means of well-constructed temporary protective barriers or restrictions, warning signs and reasonable detours.
- G. Any guards, limit switches or other safety devices which are removed, over-ridden, or somehow rendered non-functional for the sake of the contractor's project, must be restored before reutilization of the unguarded equipment or completion of the job.
- H. Contractors who engage in particulate, vaporous or gaseous contamination of occupied indoor air space must inform the Office of Risk Management of this possibility in advance to:
 1. Prevent smoke detectors from going into alarm, and avoid contamination that will result in spurious alarm after completion of the job.

2. Assure that the occupancy status need not be changed during the performance of the continuing operation.
 3. Determine whether or not temporary ventilation adjustments should be made to either the work area or adjacent areas.
- I. All staging and scaffolding erected must comply with OSHA's 1926 Construction Standards.
 - J. Ropes, hoists and pulleys utilized for lifting equipment and materials must be rated for the appropriate capacity.
 - K. Welding operations require prior written notice to the University Fire Marshal, Box 1914, EXT 3353, use of appropriate personal protective equipment, erection of welding screens where others may be affected, provide their own fire extinguishers and establish a fire watch as necessary. University Fire Marshal should be informed when the job is completed each day.
 - L. Contractors shall conform to standard life safety practices by not blocking approved fire lanes, means of egress, fire extinguisher or other emergency equipment with vehicles, construction materials, debris, equipment or other encumbrance. Nor shall entrances to mechanical and electrical rooms and vaults be blocked.
 - M. Fire protection on the job-site remains the responsibility of the contractor. Appropriate fire extinguishers are required in the work area to be provided and maintained by the contractor. Any questions regarding adequacy of equipment or extinguishers should be referred to the University Fire Marshal, Ext. 3353
 - N. Construction vehicles shall have operable back-up alarm devices.
 - O. If the contractor anticipates activities that will create dust, such as grinding mortar joints, the contractor shall prepare and submit a dust control plan for approval prior to commencing the dust creating activity.
 - P. The above list is not intended to be all-inclusive. Contractors are expected to govern themselves in a manner that would reasonably assure the safety and health of their employees and the University community.
 - Q. The contractor shall comply with the following Special Notice

SPECIAL NOTICE

During any construction or renovation project, all smoke detector heads in or adjacent to the construction zone must be covered and the fire alarm system must be shut down to prevent accidental false alarms, arrangements must be made at least 24 hours in advance with Facilities Management Division 3.

It shall be the contractor's responsibility and obligation, in consultation with the University's project manager, to notify the following three (3) different university departments when any detectors are to be covered and to request a fire alarm shut down if needed.

1. **Environmental Health & Safety— Fire Safety Officer 863—3462 or 863—3353**
2. Facilities Management— Electric Shop 863-7800
3. Public Safety 863-3322

The contractor shall be required to remove the covering and have the fire alarm system restored at the end of each workday unless special permission is granted by the University Fire Safety Officer.

If an accidental fire alarm occurs and it is determined to be caused by the contractor, or if the above referenced procedures are not followed, the following penalties shall be due from the contractor. These penalties shall be payable to the Brown University False Fire Alarm Fund.

| | |
|---------------------------|---------|
| First Offense | \$250 |
| Second Offense | \$500 |
| Third Offense | \$1,000 |
| (and subsequent offenses) | |

The general contractor is responsible for ensuring that all sub-contractors on the job site comply with all procedures to prevent false fire alarms. This includes obtaining hot work permits when doing work such as welding, cutting, or any other activity using open flame.

Hot work permits must be obtained from the University Fire Safety Officer a minimum of 24 hours in advance.

Emergency situations shall be addressed in a timely manner.