



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: **GKP Phases 1-2 Engineering + Architectural Services (# 33932)**

Date to be Opened: **November 8, 2021**

Issuing Department: **Department of Planning and Development**

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Patti Jordan.
 - Phone: (401) 680-5264
 - Email: pjordan@providenceri.gov
 - Please use the subject line **"RFP Question"**
- Please direct questions relative to the Minority and Women's Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
 - Phone: (401) 680-5766
 - Email: gdiaz@providenceri.gov
 - Please use subject line **"MBE WBE Forms"**
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert via email only prior to November 1, 2021 at 11:59 PM.
 - Jessica Pflaumer, Principal Planner
 - Email: jpflaumer@providenceri.gov
 - Please use subject line **"GKP RFP Questions"**

PRE-BID CONFERENCE

No pre-bid conference will be held.



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INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to 2:15 P.M. on the above meeting date at the Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence. At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3rd floor of City Hall.

Bidders must submit 3 (three) copies of their bid in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the RFP and bid are related and must include the company name and address on the envelope as well. (On page 1). *Bidders must also submit a USB drive containing a single PDF of all documents and forms associated with their bid.***** No CDs or emailed documents will be accepted.

If required by the Department, please keep the original bid bond and check in only one of the envelopes.

Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have "NOT A BID" written on the envelope or wrapper.

Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.

The bid envelope and information relative to the bid must be addressed to:

Board of Contract and Supply
Department of the City Clerk – City Hall, Room 311
25 Dorrance Street
Providence, RI 02903

PLEASE NOTE: This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award. This information is NOT requested to be provided in your initial bid by design. All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- **Bid Form 1:** Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- **Bid Form 2:** Certification of Bidder as 2nd page (*see page 7 of this document*)
- **Bid Form 3:** Certificate Regarding Public Records (*see page 8 of this document*)
- **Forms from the Minority and Women Business Enterprise Program:** Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on: <https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.*
 - *Please note: **MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**
- **Bidder's Proposal/Package:** Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- **Financial Assurance, *if requested*** (*as indicated on page 5 of this document under "Bid Terms"*)

All of the above listed documents are REQUIRED. (With the exception of financial assurances, which are only required if specified on page 5.)

*****Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures may result in disqualification at the sole discretion of the City.**



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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City's Open Meetings Portal.
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern. All costs shall be provided in written form as well as numeric. In the event of a discrepancy between numeric and written form the written form shall prevail.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (RIGL Sec. 37-13-1 et seq.)
15. No goods should be delivered or work started without a Purchase Order.
16. **Submit 3 (three) copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)
18. Proposers and Proposers Sub-Consultants shall have Rhode Island Professional Licenses and Certifications in place and current at the time of the bid is made.



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance **must accompany** a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) ☐ A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) ☐ A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
 - c) ☐ A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
 - d) ☒ No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK**.

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

Agrees to bid on (Write the "Item Description" here): _____

If the bidder's company is based in a state other than Rhode Island, list name and contact information for a local agent for service of process that ***is located within Rhode Island*** _____

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

**** If you are submitting a unit price bid, please insert "Unit Price Bid"***

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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BID FORM 2: Certification of Bidder
(Non-Discrimination/Hiring)

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on
this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this _____ day of _____ 20____.

Signature of Representation

Printed Name



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WBE/MBE Form Instructions

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.

The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Bid Requirements:

All Bidders: All bidders must complete and submit the **MBE/WBE Participation Affidavit** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is required with **every bid**. Your bid will not be accepted without an affidavit.

Bidders who will be subcontracting: Bidders who will be subcontracting must submit the **Subcontractor Disclosure Form** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit **Subcontractor Utilization and Payment Reports** with each invoice.

Waiver Requests:

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the **MBE/WBE Waiver Request Form** for review. Waivers will be considered on a case by case basis.

No waiver will be granted unless the waiver request includes documentation that demonstrates that the Bidder has made good faith efforts to achieve the City's stated participation goals. Waivers must be reviewed and signed by the City of Providence's MBE/WBE Outreach Director, Grace Diaz, or her designee. Department Directors cannot recommend a bidder for award if this form is applicable and absent. If the bid does not meet the participation goals of the City of Providence and a waiver is not filed with the signature of the MBE/WBE Outreach Director or her designee, the bid will not be accepted.

Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE/WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. **Download** the forms as blank PDFs. Once saved on your computer, fill them out using



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the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

Assistance with Form Requirements

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and with request for final payment. This form is not submitted as a part of the initial bid package.

For contracts with duration of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.com or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Item Discussion (as seen on RFP):

Prime Bidder: _____

Prime Bidder (Company) Phone Number: _____

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island? _____ MBE _____ WBE _____ Neither MBE nor WBE

By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.

The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.

The goal for combined MBE/WBE participation is 20% of the total bid value.

I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial _____

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial _____

I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract. Initial _____

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**

Initial _____

If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.

Initial _____

I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.

Signature of Bidder

Printed Name

Company Name

Date



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SUBCONTRACTOR DISCLOSURE FORM

Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

Please list all Subcontractors below. Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at www.mbe.ri.gov. Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial _____

Signature of Bidder

Printed Name



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MBE/WBE Waiver Request Form

**Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal.
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future.

Prime Bidder: _____

Company Trade: _____

Item Discussion (as seen on RFP): _____

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of _____ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

Signature of Prime Contractor

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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SUPPLEMENTAL INFORMATION

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award. An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

This information is NOT requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

You must be able to provide (requested after an award is approved by the Board of Contract and Supply):

- **Business Tax ID**
- **Safety and COVID Plan:** The Consultant must provide the City with a copy of its Health and Safety Program, as required per OSHA, and must include current COVID-19 testing and screening procedures for the Consultant's employees.
- **Proof of Insurance:** The Consultant shall maintain the following insurance until termination of this Agreement and require the same insurance coverage for all of their subcontractors or consultants:
 - Commercial General Liability with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and One Million Dollars (\$1,000,000) in the aggregate for bodily injury and property damage.
 - Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Consultant with policy limits of not less than One Million Dollars (\$1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
 - The Consultant may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Commercial General Liability and Automobile Liability, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
 - Workers' Compensation at statutory limits.
 - Employers' Liability with policy limits not less than One Million Dollars (\$1,000,000) each accident, Five Hundred Thousand Dollars (\$500,000) each employee, and One Million Dollars (\$1,000,000) policy limit.
 - Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.
 - Additional Insured Obligations: To the fullest extent permitted by law, the Consultant shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the City of Providence and Providence Public Building Authority as an additional insured for claims caused in whole or in part by the Consultant's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the City's or Providence Public Building Authority's insurance policies and shall apply to both ongoing and completed operations.
 - The Consultant shall provide certificates of insurance to the City that evidence compliance with the requirements listed



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herein. All insurance coverages shall be approved in advance by the City and all carriers shall be admitted to do business in the State in which the Project is located and shall have a rating of A-VII or better by A.M. Best Company. All insurance, except professional liability coverage, should name the City of Providence and Providence Public Building Authority as an additional insured, include waiver of subrogation in favor of City, and provide that coverage is primary and non-contributory to any other valid and collectible insurance available to the City. As to professional liability coverage, that coverage shall provide to compensate the City for all negligent acts, errors or omissions by the Consultant, its firms, its agents, employees and consultants arising out of this agreement. Said professional liability coverage shall have a deductible not exceeding \$100,000 per occurrence. Professional liability coverage shall remain in effect for at least three (3) years from date of Substantial Completion.



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BID PACKAGE SPECIFICATIONS

Introduction

The City of Providence seeks services from a qualified consultant firm(s), which will be known as the “Consultant”, to provide engineering, architecture, landscape architecture, PS&E, permitting, advertising, and associated post-design services for public infrastructure investments in Greater Kennedy Plaza (GKP). Although this RFP seeks engineering and architectural services for a variety of elements within the Project Area, the City intends to move forward with construction (pending funding) of Phases 1A and 1B (Big Shade Building/Canopy and the Riverwalk Connector) in Late Summer-Fall 2022 and therefore those elements shall be expedited by the Consultant to ensure timely completion in accordance with the City’s expectations. See Project Area and Phasing Description section of this RFP for more information on phasing. The selection of a high-quality, experienced architecture and landscape architecture team is of the utmost importance to the success of this project.

Phases 1A and 1B (Big Shade Building/Canopy and Riverwalk Connector) are intended to go through full engineering, PS&E, advertising, and post-design services as part of the contract resulting from this RFP. Other elements included as part of Phase 2 are intended to go through full engineering, PS&E, and preparation of advertising and bidding materials only. Phase 2 will not be advertised or go through post-design services as part of this RFP as the timing and construction funding for Phase 2 has not yet been determined.

Background

In 2020, the City contracted a consultant to provide community engagement, conceptual design, and preliminary (30%) engineering services as part of a unified vision for Kennedy Plaza, the Rink, Waterplace Park, and the Riverwalk to make these spaces more inclusive, safe, sustainable, and well-connected to one another. This vision builds upon work completed with a diverse group of stakeholders over the past decade. More information on that process and the outcomes can be found at <https://imaginedowntownpvd.com/>. ***Please note that phasing plans shown as part of the Imagine Downtown Providence project and website differ from the phasing plan included in this RFP.*** Now complete, the conceptual design and preliminary engineering services have prepared the City to move forward with advanced engineering for selected elements of the overall vision as included in this RFP.

At the center of Downtown Providence, **Kennedy Plaza** serves as the heart of Rhode Island’s Capital City, bordered by major hotels, City Hall, multiple federal buildings, the Chamber of Commerce, the Providence Foundation and the Rhode Island Foundation. Kennedy Plaza and the surrounding public spaces of Burnside Park, Biltmore Park, and the Providence Rink have gone through several physical transformations over the past 150 years. When first laid out in 1848, the area was named Exchange Place and served as the civic center of Providence. In the mid-1860s, Exchange Place became an important transportation node as a result of the streetcar lines that radiated from this area. By the early 20th century, the Plaza had been developed as a fine example of the City Beautiful movement in urban planning— a grand concourse connecting the imposing civic monuments of City Hall and the Federal courthouse. It was officially named Kennedy Plaza in 1964. Since then, the Plaza has been altered and redesigned several times to meet the State’s increasing public transportation needs most recently in 2014.

More recently, RIDOT announced plans to adjust bus service throughout Downtown to make bus service more efficient and better balance the many needs of Kennedy Plaza as the City’s civic center. This plan (the multi-hub plan) will result in new bus berths located on Dorrance and Exchange Streets only, allowing the closure of Washington Street between Dorrance and Exchange streets as well as East Approach between Washington Street and Exchange Terrace to both private vehicles and buses (as shown in Figure 1). East Approach and this section of Washington Street will become part of the surrounding plaza landscape, providing space for safe pedestrian circulation and programming to activate the area.



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No other bus berths will be included in the Greater Kennedy Plaza area other than those planned for Exchange and Dorrance streets adjacent to the Plaza. ***The engineering and construction of the bus berths (including shelters and associated amenities for bus riders) will be handled separately via RIDOT and RIPTA and are not included in this RFP.***

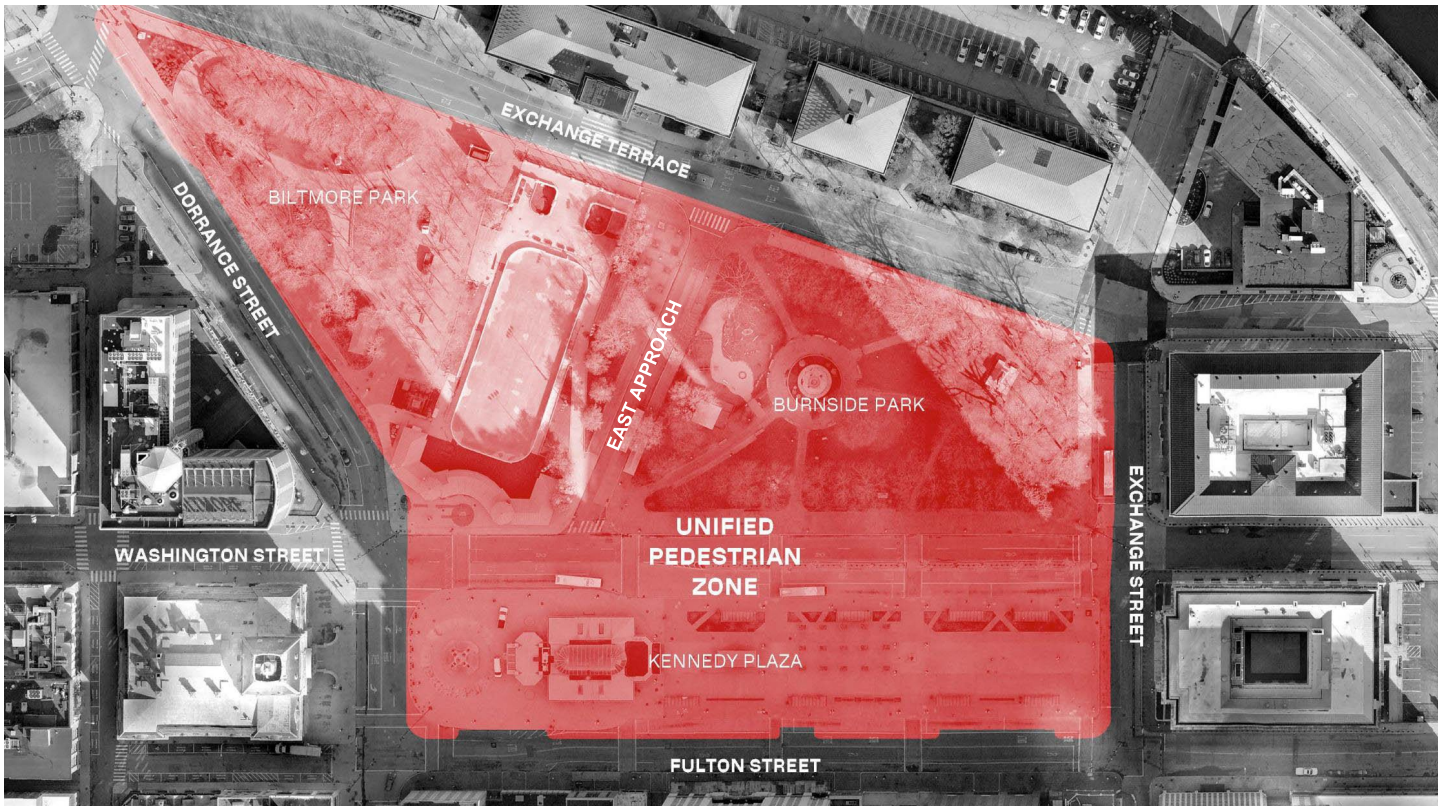


Figure 1: Unified pedestrian zone created by planned closure of Washington Street between Dorrance and Fulton streets and East Approach between Washington Street and Exchange Terrace

The City-owned and -operated ice skating rink– **the Bank Newport City Center (also known as the Providence Rink)**– has expanded in recent years to include year-round attractions like festivals, concerts, sporting events, and bumper cars. Due to the age of this facility and the associated cost of repairs, the City has decided to construct a new skating rink in the center of Kennedy Plaza where it will better meet the demands of a modern, urban skating facility and help activate the Plaza in the winter months. During warmer months, **an interactive water feature** is planned for the center of the new skating rink in order to activate the Plaza during warmer months. To support the new skating rink and operational oversight of the Greater Kennedy Plaza area, the non-historic portion of the existing RIPTA building in Kennedy Plaza is planned to be demolished to make room for the Rink and allow the City to construct a more **flexible and functional addition to the historic RIPTA building** that better meets the needs of today.

On the northern end of the existing skating rink, two tunnels currently provide a connection for pedestrians beneath Exchange Terrace and Memorial Boulevard to Waterplace Park. Due to current public safety and flooding issues that are anticipated to worsen over the coming years with climate change, the City intends to close both tunnels and create a new connection (**the Riverwalk Connector**) for people walking and biking between Exchange Terrace and Memorial Boulevard via a landscaped elevated crossing platform. In order to accommodate this new elevated crossing platform, the City will work with private property owners to obtain a perpetual easement through private property.



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Project Area and Phasing Description

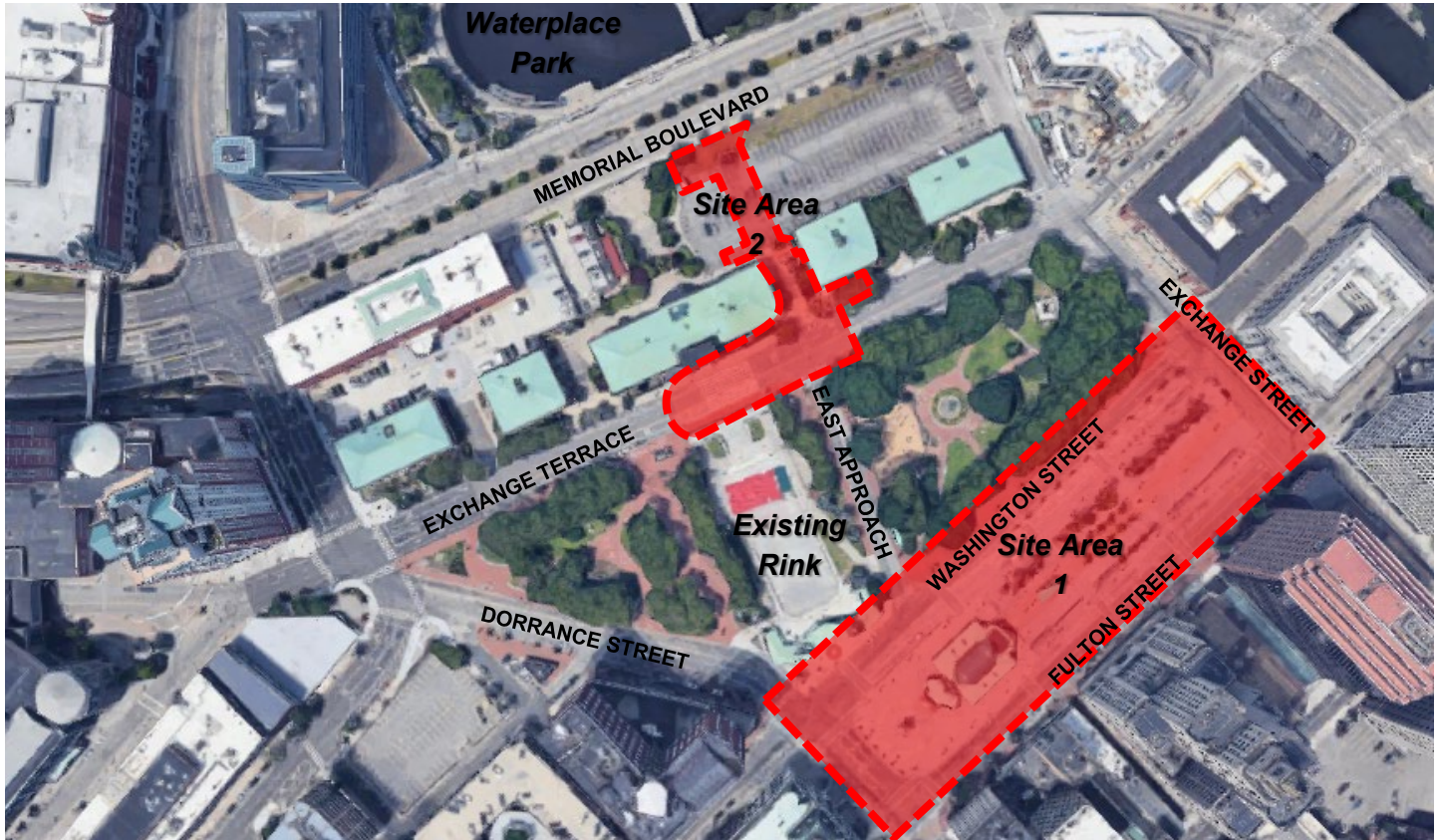


Figure 2: Site Area 1 Area (See Figures 3 and 4 for additional details regarding each site area)

The Project Area is comprised of two main site areas. Each phase and site area includes specific elements expected to be advanced as part of this project as outlined below and as noted in the 30% plans, reports, and estimates previously developed (as shown in Attachment A), and in Figures 2, 3, and 4.

- **Site Area 1***** (bounded by Washington, Fulton, Dorrance and Exchange streets):
 - **Phase 1A: Big Shade and Big Shade Canopy:** At the eastern end of Kennedy Plaza, the City plans to construct a new, approximately 3,635 sf building— that will house a café, vendor space, and restrooms on the ground floor with storage and mechanical space in a basement level— as well as an external 8,319 sf shaded area that will include seating and space for performances and events such as concerts and farmers markets. The canopy above will provide shade and support lighting and audio for events.
 - **Phase 2:**
 - **New Skating Rink and Interactive Water Feature:** The new 16,500 sf skating rink planned for the center of Kennedy Plaza will maximize available skating area with a new “trail”/figure eight configuration while providing a larger area for bumper cars and an interactive water feature that will activate the Plaza during summer months.



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- **Rink Building:** The Rink Building is a new one-story 2,725 sf addition planned to be added to the rear/east side of the historic portion of the existing RIPTA building in Kennedy Plaza. The Rink Building will house skate rental and ticketing space, an indoor waiting area, storage/utility space, a conference room to be shared by RIPTA and City staff, and new restrooms. Additionally, all required ancillary space to support utilities such as water, electric mains, subpanels, low voltage demarcation spaces, fire suppression, security, and data infrastructure shall be addressed.
- **RIPTA Building Partial Demolition:** In order to accommodate the new skating rink and rink building addition required to support it, the City intends to demolish the non-historic portion of the existing RIPTA building on the west end of Kennedy Plaza. This shall include evaluation and coordination with RIPTA as to potential impacts and relocations that may be required related to RIPTA's data center and associated connections.
- **"Learn" Island:** the "Learn" Island is a circular landscaped area planned to be nestled just north of the new skating rink area. This space will provide a small performance platform and shaded seating with granite unit pavers and river birch trees.
- **Liner Building:** The 3,684 sf Liner Building, which is planned for the southern side of the new skating area, closest to Fulton Street, will house: a room for private parties, restrooms, storage space for the skating rink, an area for the ice resurfacer, an area for garbage, and ice mechanical space on the ground floor; a pump room for the interactive water feature on the basement level; and electrical, AV, and cooling tower space on a mezzanine level. with full height ceilings. All other ancillary space to support utilities such as water, electric mains, subpanels, low voltage demarcation spaces, fire suppression, security, and data infrastructure shall additionally be addressed.
- **Kennedy Plaza Surfacing/Paving, Utilities, Lighting, and Landscaping within Phase 1 Area,** including closure of Washington Street between Dorrance and Washington streets and closure of East Approach between Washington Street and Exchange Terrace. This work shall also include the proper closure and required redesign for systems such as drawing, sewer, electrical infrastructure, data infrastructure, and other systems to be impacted within the overall project limits and those that interface with surrounding systems
- **IT Distribution**

******Please note that designs for the new liner building, RIPTA building partial demolition, big shade building, and big shade canopy were not advanced beyond the conceptual design (10%) phase and are therefore included in a preliminary design/engineering task within this RFP's Tasks and Deliverables.***



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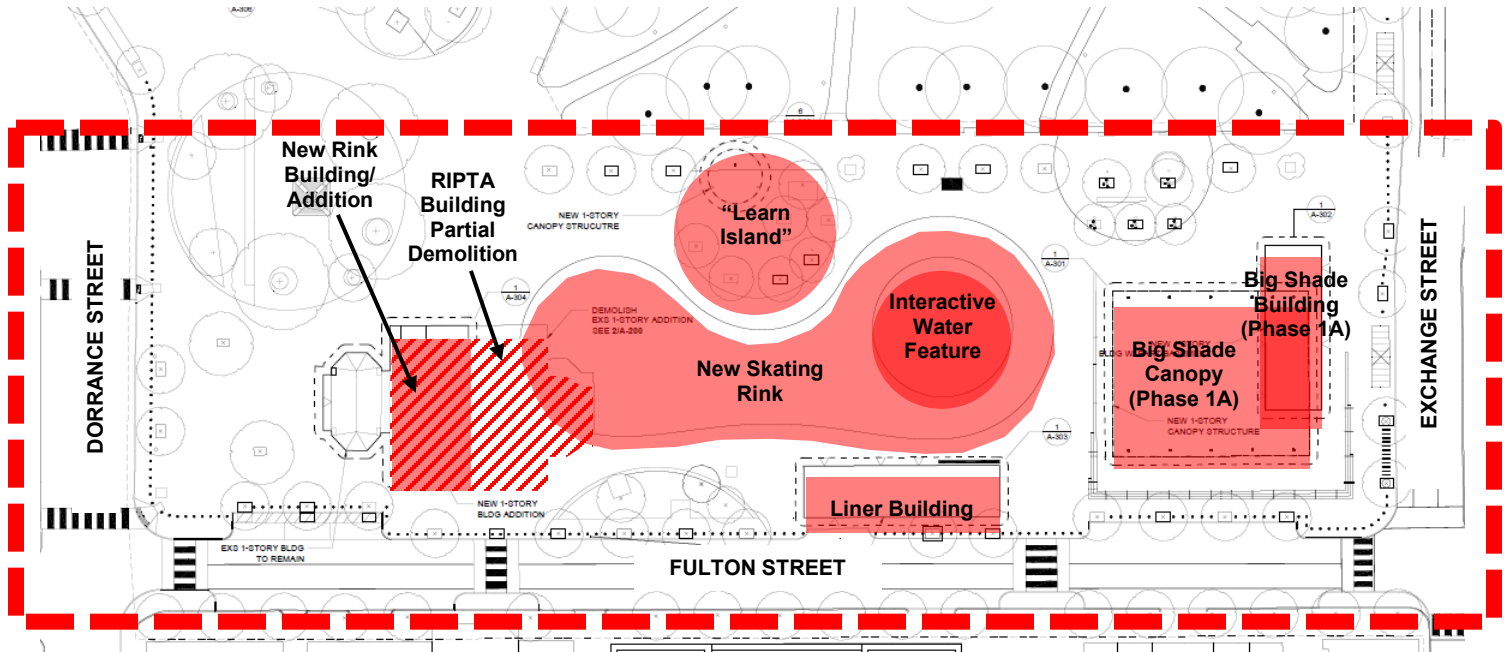


Figure 3: Site Area 1 Project Elements

- **Site Area 2** (bounded by Exchange Terrace and Memorial Boulevard):
 - **Phase 1B:**
 - **Riverwalk Connector (New Elevated Crossing Platform):** To better connect people walking and biking between Kennedy Plaza and the Riverwalk/Waterplace Park area, the City intends to construct a new 12,500 gsf elevated platform between Exchange Terrace and Memorial Boulevard.
- This also includes:
- Removing the existing mid-block crosswalk and associated ADA ramps on Exchange Terrace;
 - Closing the existing East Approach Driveway on Exchange Terrace;
 - Constructing a new raised crosswalk and associated ADA ramps to align with the Riverwalk Connector on Exchange Terrace;
 - Constructing new stairs on the west side of the Riverwalk Connector to bring pedestrians down to the existing retail areas below; and,
 - A new accessible ramp near the Memorial Boulevard end of the Riverwalk Connector. This element does not include the proposed new crosswalk or ADA ramps across Memorial Boulevard at the northern end of the Riverwalk Connector.
- **New Vegetation and Landscape Elements Associated with Riverwalk Connector/Elevated Crossing Platform**



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Project Oversight

Services under this selection will be coordinated and managed under the direction of the City of Providence Department of Planning and Development. The selected Consultant shall work with the City of Providence Department of Planning and Development in coordination with the Department of Public Works, the Parks Department, the Department of Art, Culture and Tourism, RIDOT, RIPTA, and other agencies and partners as required for coordination, approvals, and permitting.

Project Budget

Funds from the City of Providence's Capital Improvement Plan (CIP) are available for the services associated with the improvements included in this scope of work. No federal or state dollars are anticipated to be used for these services; however, state or federal funds may be used for construction of Phases 1A and 1B and future phases of the project.

An initial construction cost estimate was developed by the consultant who oversaw design and preliminary engineering for the project throughout 2020 and 2021. Construction costs have been escalated to 2022 dollars to reflect anticipated inflation.

Construction of Phases 1A and 1B combined are anticipated to cost approximately \$16.4M. As noted elsewhere in this RRP, Phases 1A and 1B are intended to be constructed Summer/Fall 2022 through Spring 2023. Construction of Phase 2 is anticipated to cost approximately \$21.8M and it not intended to be moved beyond preparation of advertising and construction documents at this time. ***Cost estimates are provided below for planning purposes only. The consultant brought on to complete the services included in this RFP shall be responsible for reviewing existing estimates and assumptions and developing updated engineers' estimates as noted in the Project Tasks and Deliverables.*** Cost estimates include associated contingencies. A breakdown of each phase's elements and initial cost estimates are included below. See cost estimate included in Attachment A for more detail. Please note proposed phasing included in the cost estimate from Attachment A varies from the phasing now planned as shown in this RFP.

Phase 1 (1A+ 1B) Construction Cost Estimate:

<u>Element</u>	<u>Cost Estimate</u>
Phase 1A: Big Shade Building	\$3,359,000
Phase 1A: Big Shade Canopy	\$2,693,400
Phase 1B: Riverwalk Connector (New Elevated Crossing Platform)	\$9,611,900
Phase 1B: New Vegetation and Landscape Elements Associated with Riverwalk Connector/Elevated Crossing Platform	\$746,400
TOTAL	\$16,410,700.00

Phase 2 Construction Cost Estimate:

<u>Element</u>	<u>Cost Estimate</u>
Rink Site	\$416,700
Site Utilities Infrastructure	\$1,513,100
Rink Building & Rink	\$4,651,600



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Kennedy Plaza Surfacing, Utilities & Lighting within Phase 1 Area	\$4,077,900
Water Feature at Kennedy Plaza	\$3,603,100
Liner Building	\$4,435,200
RIPTA Shelter Station Demolition (non-historic portion of existing RIPTA building in Kennedy Plaza)	\$219,500
Kennedy Plaza Rink Paving	\$1,397,100
IT Distribution	\$703,700
"Learn" Island	\$824,300
TOTAL	\$21,842,200.00

Anticipated Project Schedule

Release of Request for Proposals: October 12, 2021

Proposals Due: November 8, 2021

Anticipated Contract Signing and Notice to Proceed: December 2021

Anticipated Construction of Phases 1A and 1B: Late Summer/Fall 2022 – Spring 2023

Project Tasks and Deliverables

1. **Project Management:** Identify a project manager, who will serve as the primary contact person between the Consultant and the City of Providence and be responsible for ongoing oversight and management activities including:
 - a. **Produce Invoices, Monthly Progress and Budget Reports:** Monitor the rate of progress on authorized project tasks and acceptable fulfillment of work as well Monthly Progress Reports to the City. Monthly Progress Reports shall outline work-hours and costs expended per task and a statement as to whether or not sufficient work-hours remain to complete tasks as authorized. Payment invoices shall be processed only if the required Monthly Progress Reports are current. Invoices shall be submitted no more than monthly and shall be submitted by the 20th day of each month in order to be processed in a timely fashion. Any invoices received after the 20th day of each month will not be processed until the following month.
 - b. **Coordinate and attend Regular Staff Coordination Meetings, Associated Meeting Materials, and Meeting Summary Notes:** Coordinate and attend regular (bi-weekly) virtual meetings with City staff to discuss findings and critical issues and review project status. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams. For the purposes of this proposal, each meeting shall be expected to be one and half (1.5) hours in duration.



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- c. **Produce Monthly MBE/WBE Reports:** Monthly monitoring and reporting of City MBE and WBE requirements must accompany all invoices. The City shall supply the Consultant with forms required to be completed by the Consultant and submitted with each invoice.

Deliverables:

- Invoices
- Monthly progress and budget reports
- Meeting agendas for biweekly staff coordination meetings
- Meeting materials for biweekly staff coordination meetings
- Meeting notes for biweekly staff coordination meetings

2. 30% Review and Value Engineering

- a. **Engineering and Estimate Review:** Review all reports, plan sets, budgets, and estimates prepared by the previous consultant team for the relevant components of this project.
- b. **Edits and Value Engineering:** After a thorough review of previous assumptions and estimates, confirm assumptions, estimated area take offs, unit prices, and costs for all project elements included in Phases 1 and 2 as identified in this RFP and adjust as needed. Determine areas where cost savings may be achieved through alternate materials, architectural and construction methods, or project approaches and provide the City with updated 30% quantities and estimates for Phases 1 and 2 as identified in this RFP.

Deliverables:

- A draft memo and Excel sheet(s) reflecting the Consultant's suggested adjustments to cost estimates, materials, architectural and construction methods, or project approaches
- A final memo and Excel sheet(s) reflecting edits and comments from City staff

- 3. Preliminary and Design Development for Buildings:** Designs for the Liner Building, RIPTA building partial demolition, Rink Building/Addition, Big Shade Building, and Big Shade Canopy were not advanced beyond the concept (10%) phase and are therefore included in this task for creation of preliminary architectural and engineering plans and estimates. During this task, the Consultant shall provide preliminary architectural and engineering plans for the Liner Building, RIPTA building partial demolition, Rink Building/Addition, Big Shade Building, and Big Shade Canopy. Drafts of all documents shall be shared with the City for feedback and one round of edits shall be planned by the Consultant.

- a. **Preliminary Architectural and Engineering Plan Set:** Develop and submit a preliminary design plan submission for the Liner Building, RIPTA building partial demolition, Rink Building/Addition, Big Shade Building, and Big Shade Canopy. Preliminary plans shall be developed in accordance with City standards.
- b. **Preliminary Cost Estimates:** Establish an Engineer's Estimate of probable costs. Drafts of all documents shall be shared with the City for feedback and one round of edits shall be planned by the Consultant.
- c. **Utilities Coordination Report:** Coordinate utilities and summarize work done to date and future issues to be addressed regarding utilities in a report.

Deliverables:

- Preliminary Site Plans, Floor Plans and Sections for the Liner Building, RIPTA building partial demolition, Rink Building/Addition, Big Shade Building, and Big Shade Canopy as both PDF and native AutoCAD files
- Preliminary Exterior Concepts for the Liner Building, RIPTA building partial demolition, Rink Building/Addition, Big Shade Building, and Big Shade Canopy as both PDF and native AutoCAD files



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- Design Development Drawing Set and Outline Specification document as both PDF and native (Excel, Word, AutoCAD) files

4. Final Design Services - 90% Design (This shall include all project elements indicated as part of phases 1 and 2, including the building components outlined in Task 3.)

- a. **Permitting Forecast:** Prepare the Permitting Forecast. All permitting shall be identified by the Consultant and coordinated with the City and any relevant permitting agencies.
- b. **Final Design Plan Submission and Estimates:** Develop and submit a final engineering and architectural plan submission and engineer's estimates with adjustments made as determined through earlier tasks. This shall also include construction documents for the building components outlined in Task 3 and should clearly include and specify materials, finishes, fixtures, equipment, and appliances, structural engineering and other subconsultant drawings.
- c. **Revisions:** Revise plans as needed based on input from the City and its partners.
- d. **Contract Book Preparation:** Prepare a Construction Contract Book using the City's template and edit to include project specific conditions and specifications, details, and all other necessary documents and conditions needed for construction and advertising of the project.
- e. **Revisions:** Revise contract book as needed based on input from the City and its partners.
- f. **Utilities and Partner Agency Coordination:** Coordinate communications and coordinate and attend meetings with utilities and partner agencies including but not limited to National Grid, Verizon, Cox, NBC, Providence Water, RISHPO, Providence Fire, Providence Police, City Planning Commission, Downtown Design Review Committee, Historic District Commission, Capital Center Commission, RIDOT, RIPTA, RIDEM, and CRMC. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams.

For the purposes of this proposal, up to sixteen (16) utility and partner agency coordination meetings shall be anticipated and each meeting shall be expected to be one (1) hour in duration.

- g. **Permit Preparation and Submission:** Prepare and submit formal permits with associated drawings and other materials to meet all permitting requirements for successful completion of phases 1 and 2 of the project.
- h. **Riverwalk Connector Easement:** Coordinate with private property owners and obtain an easement (both temporary for construction purposes and permanent) on behalf of the City in order to allow for construction of the Riverwalk Connector. The Consultant shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams.

For the purposes of this proposal, up to three (3) easement coordination meetings shall be anticipated and each meeting shall be expected to be one (1) hour in duration.

- i. **Before/After Renderings:** Develop at least four graphics showing before and after (hand drawn or computer-generated) perspective renderings showing the Liner Building, Rink Building/Addition, Big Shade Building, and Big Shade Canopy. Selected views for before/after renderings shall be reviewed and approved in writing by the City's project manager prior to advancement of this subtask. Drafts of all



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documents shall be shared with the City for feedback and one round of edits shall be planned by the Consultant.

Deliverables:

- Permitting Forecast
- Final Design Plan Submission and Estimates in both PDF and native file (Excel, AutoCAD, etc.) format
- Final Design Plan Submission and Estimates in both PDF and native file (Excel, AutoCAD, etc.) format
- Contract Book in both PDF and native file (Word) format
- Revised Contract Book in both PDF and native file (Word) format
- Meeting agendas for utility and partner agency coordination meetings
- Meeting materials for utility and partner agency coordination meetings
- Meeting notes for utility and partner agency coordination meetings
- Permits
- Proof of submission of permits
- Meeting agendas for Riverwalk Connector Easement coordination meetings
- Meeting materials for Riverwalk Connector Easement coordination meetings
- Meeting notes for Riverwalk Connector Easement coordination meetings
- Riverwalk Connector Easement documents
- At least four before/after perspective renderings as high-resolution JPG files

5. Task 6: PS&E Design Services During this task, the Consultant shall progress the design based on resolutions to comments or discussions during the Final Design Services task. (This shall include all project elements indicated as part of phases 1 and 2, including the building components outlined in Task 3.)

- a. Edits: Make edits to the Final Design Plan Submission, Contract Documents (including distribution of quantities), and Engineer's Estimates for a PS&E Submission.
- b. Construction Scheduler Coordination: Coordinate, assist, and provide project details to the construction scheduler.
- c. Permitting Preparation and Assistance: Prepare and assist with any and all required permitting.

Deliverables:

- PS&E Submission in both PDF and native file (Excel, Word, AutoCAD, etc.) format
- Meeting notes from meetings with construction scheduler
- Meeting notes from permit preparation and assistance meetings
- Completed permits as required by the project

6. Advertising and Post Design Services: (This shall include all project elements indicated as part of phases 1 and 2, including the building components outlined in Task 3.)

- a. Edits: Make edits to the PS&E Plan Submission, Contract Documents, Distribution of Quantities, and Engineer's Estimates for Advertising Submission.
- b. Bid Documents: Design and develop bid documents for the construction of the Project in accordance with City procedures



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- c. Permitting Approvals: Acquire Permitting Approvals.
- d. Advertising CDs: Create Advertising CDs.
- e. Pre-Bid Conference: Plan, prepare materials for, and attend a virtual Pre-Bid Conference. The Consultant shall be responsible for the meeting agenda, meeting materials, and meeting minutes. The Consultant shall host the meeting via the Zoom platform. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- f. Respond to contractor questions to clarify the scope of work during the bid phase of the project. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- g. Addenda: Create addenda and assist with responses to bidder questions. For purposes of this RFP, it shall be assumed that there will be two addenda created. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- h. Perform one bid analysis and make recommendations for award for the bid package. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- i. Provide construction observation services for the work included in this phase to check for general conformance with the contract documents, including the city standards. The Consultant shall provide a Resident Engineer who shall be present on site during major milestones of the projects and maintain daily sheets documenting work performed and any issues noted. For the purpose of this proposal, it is assumed 16 hours/week during the four (4) months of the expected construction duration. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- j. Review of invoices and associated required forms from contractors. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- k. Respond to Requests for Information (RFIs) from the contractor regarding the work. For this proposal it is assumed that there will be up to three (3) RFIs. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- l. Shop Drawing & Submittal Review. It is assumed that there will be up to fifteen (15) shop drawings under this phase. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- m. Evaluate, prepare and recommend action on contractor change orders, extra work, and claims. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- n. Materials Testing Schedule: Submit a Project materials testing schedule for review and approval. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**



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- o. Coordinate with the City and testing facility for materials testing. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- p. Coordinate with relevant utility companies, permitting agencies, RIDOT, and RIPTA. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- q. Conduct and coordinate a walkthrough of the project area with key City staff to develop a punch list. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**
- r. Develop a punch list and ensure contractor completion. **Please note that this subtask is for Phases 1A and 1B only. Phase 2 is not intended to go out to bid for construction as part of this scope of work.**

Deliverables:

- Updated PS&E Submission in both PDF and native file (Excel, Word, AutoCAD, etc.) format
- Bid documents in both PDF and native file format
- Copies of permit approvals
- Advertising CDs in both PDF and native file format
- Meeting agenda for pre-bid meeting
- Meeting materials for pre-bid meeting
- Meeting notes for pre-bid meeting
- Responses to bidder questions
- Up to two addenda
- One bid analysis containing recommendations for award for the bid package
- Field notes from Resident Engineer performing construction observation services
- Approved invoices from contractors, inclusive of required forms
- Responses to up to three Requests for Information (RFIs) from the contractor regarding the work.
- Up to fifteen (15) shop drawing and submittal reviews
- Evaluation and written recommendations to the City regarding contractor change orders, extra work, and claims
- Draft materials testing schedule for review and approval
- Final materials testing schedule
- Written communications with testing facility for materials testing
- Written communications with relevant utility companies, permitting agencies, RIDOT, and RIPTA.
- Punch list
- Written verification to City from consultant certifying contractor completion of punch list items

Proposal Submittal Requirements and Evaluation and Selection Process

All proposals delivered to the City shall be initially reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFP. All responsive proposals will then be evaluated and rated based on the proposal submittal requirements and evaluation criteria below and on the following pages. Please read information regarding each requirement and the criteria for each carefully.



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The City reserves the right to award the full contract to one proposer, split the award among more than one proposer, award a partial contract for specific tasks outlined in this RFP, award no contract, and/or re-release this RFP as it deems in the best interest of the City of Providence.

1. **Completed forms as listed on Page 3 of this RFP:** These forms and documents are required as part of the proposal. Please ensure all required forms are properly completed and signed. Failure to complete all forms may result in disqualification at the sole discretion of the City of Providence.

(5 possible points)

Non-Responsive (0 pts): Provided completed forms as required by the RFP

Meets Requirements (5 pts): Failed to provide completed forms as required by the RFP

2. **Cover Letter** signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal and describing how you and your team understand the Project. Failure to provide a cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal may result in disqualification.

(5 possible points)

Non-Responsive (0 pts): Failed to provide cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal

Meets Requirements (5 pts): Provided cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal

3. **Project Approach and Understanding:** Include a Scope of Work that outlines the specific tasks and deliverables required for the project as well as a Project Approach and Understanding Narrative that describes how you and your team understand the Project, unique elements of your understanding and approach, and how you will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence. Please note that the architecture and landscape architecture portions of this scope of services is of the utmost importance to the success of this project. Having an experienced architecture and landscape architecture team who have successfully constructed similar contemporary, world-class buildings and structures with civic importance are critical elements of the project approach.

(30 possible points)

Non-Responsive (0 pts): A narrative describing the consultant's understanding of the Project and how they will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence was not included in the Proposal; and/or



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Poor (6 points): A Scope of Work that outlines the specific tasks and deliverables required for the project was not included in the proposal. Narrative provides poor understanding of the Project and lacks detailed enough evidence to demonstrate that they will be able to meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence and/or

Below Average (12 pts): Scope of Work does not include the specific tasks and deliverables required for the project. Narrative reflects some understanding, but serious concerns remain regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Average (18 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative reflects a basic understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No major concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. If there are concerns, they are only minor.

Above Average (24 pts): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No concerns regarding consultant's understanding of and approach to requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Excellent (30 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects extremely strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence in an innovative way that exceeds other proposals and is beneficial to the City of Providence. No concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. Scope of Work includes the specific tasks and deliverables required for the project.

4. **Qualifications and Recent Relevant Experience:** Provide **resumes and past project information sheets** regarding the history and experience of the lead consultant and all subconsultants proposed to be part of the project team. Resumes shall include the name(s), business address, phone number, email addresses, and resumes of individuals proposed to participate in all work efforts identified and needing to be performed to meet the intent of this project. The Project Manager shall be clearly identified along with the roles of other significant project participants. The Prime Consultant and subconsultants shall be collectively scored based on their demonstrated level of experience and competence in the following areas of expertise.

Please also clearly indicate your team's experience with each of the following Areas of Expertise:

- Successful completion, including advanced architectural, landscape architecture, engineering, and construction oversight of projects of similar scope and scale
- **Contemporary approaches to landscape architecture within historic urban environments (*projects must be realized/constructed; theoretical projects shall not be counted as relevant experience*)**



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- **Contemporary approaches to architecture for world class, civic buildings similar in scope and scale to Big Shade, the Big Shade Canopy, the Liner Building, and the Rink Building/Addition (projects must be realized/constructed; theoretical projects shall not be counted as relevant experience)**
- Designing and engineering contemporary skating rinks and associated MEP support for ice rinks in urban environments *(projects must be realized/constructed; theoretical projects shall not be counted as relevant experience)*
- Designing and engineering engaging, interactive water features and associated MEP support in urban environments *(projects must be realized/constructed; theoretical projects shall not be counted as relevant experience)*
- Developing permitting forecasts and preparing and submitting permits for complex, multi-faceted public infrastructure projects **in Rhode Island**
- Coordinating with utilities and partner agencies such as RIDOT, RIPTA, RIDEM, CRMC, SHPO, Verizon, Providence Water, NBC, National Grid, Cox, and others throughout advanced engineering and construction for complex, multi-faceted public infrastructure projects **in Rhode Island**
- Preparing bid documents, advertising CDs, contract books, and advertising documents **for the City of Providence**
- Running bidding processes on behalf of municipalities, developing addenda, and running bid analyses
- Completing post-design services on behalf of municipalities including coordinating with construction schedulers, responding to RFIs, reviewing shop drawings and submittals from contractors,

(30 possible points)

Non-Responsive (0 pts): Resumes and/or past project information sheets are either not included or do not provide any evidence to demonstrate past success in the stated areas of expertise outlined above.

Poor (6 points): Resumes and past project information sheets provide little evidence to demonstrate past success in the stated areas of expertise outlined above.

Below Average (12 pts): Resumes and past project information sheets reflect experience and background in some, but not all, of the stated areas of expertise outlined above.

Average (18 points): Resumes and past project information sheets reflect experience and background in all of the stated areas of expertise outlined above.

Above Average (24 pts): Resumes and past project information sheets very clearly reflect strong experience and background bringing successful projects to fruition in all of the stated areas of expertise outlined above.

Excellent (30 points): Resumes and past project information sheets very clearly reflect extremely strong experience and background in all of the stated areas of expertise outlined above in a way that exceeds other proposals and is very beneficial to the City of Providence and to the success of this project.

5. References:



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- a. ***Provide three relevant references for the lead Consultant as well as three relevant references for each subconsultant proposed to be a part of the project team.*** These may overlap with references for specific projects. Each reference should have the person's full name, email address, and phone number listed.
- b. ***Provide at least one reference for each project listed as part of each firm's qualifications.*** The reference must have been directly involved in the project on behalf of the hiring agency and have direct experience supervising the work of the consultant. Each reference should have the person's full name, email address, and phone number listed.

(10 possible points)

Non-Responsive (0 pts)

- 3 relevant references were not provided for lead Consultant; ***and/or***
- 3 relevant references were not provided for each subconsultant proposed to be a part of project team; ***and/or***
- No references were provided for each project listed as part of each firm's qualifications.

Poor (2 points)

- 3 relevant references were provided for lead Consultant, however two or more did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant; however, two or more references did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more were not directly involved in the project on behalf of hiring agency and/or references did not have direct experience supervising work of consultant.

Below Average (4 pts)

- 3 relevant references were provided for lead Consultant; however, one reference did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant, however one reference did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more did not recommend working with consultant or expressed serious concerns regarding quality of consultant's work.

Average (6 points)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of consultant's or subconsultants' work.
- References were provided for each project listed. No serious concerns were expressed by references regarding quality of work.

Above Average (8 pts)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of the consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.



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- References were provided for each project listed. No serious concerns were expressed regarding quality of consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.

Excellent (10 points)

- 3 relevant references were provided for lead Consultant and each subconsultant. No concerns expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.
- References were provided for each project listed. No concerns were expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.

6. Proposed Project Schedule broken down by task and subtask on a monthly basis

(10 possible points)

Non-Responsive (0 pts): Project schedule is either not provided or does not fit within the schedule required for completion of the project as outlined by the schedule provided in this RFP.

Poor (2 points): Project schedule is provided but is not broken down by task and subtask on a monthly basis, however the schedule meets the required completion date for the project.

Good (10 points): Project schedule is provided and is broken down by task and subtask on a monthly basis. The schedule meets the required completion date for the project.

7. **Cost Proposal and Labor Breakdown:** Include a cost proposal and labor breakdown that ***divides the budget into tasks, subtasks, man-hours, and hourly rates*** for individual team members of both the prime consultant and all subconsultants proposed to participate in all work efforts identified and necessary to meet the intent of the project.

Reimbursable expenses may be included in the Cost Proposal as a lump sum, not to exceed amount by Bidders. Reimbursable Expenses may be included in addition to compensation for the Consultant's professional services and may include expenses incurred by the Consultant directly related to the Project as outlined below. ***If included in your proposal, the lump sum, not to exceed Reimbursable Expenses amount shall be included as part of your bid total on the bid forms and shall be clearly indicated within your cost proposal.*** As part of the contract that results from this RFP, reimbursement shall be allowed for the following items only, and receipts and invoices from all consultants and sub-consultants must be included with each request for reimbursable expenses, as provided for below. No additional reimbursable expenses shall be allowed.

- Mileage rates shall be reimbursable for the use of a vehicle to or from necessary site visits for mileage exceeding 100 miles (per one way trip), at an amount not to exceed \$0.575 per mile driven. Requests for mileage reimbursement must be clearly dated, listed as part of invoices, and annotated as to which person they pertain to.
- Air fare, bus fare, and train fare shall be reimbursable to or from necessary site visits for economy or coach fares only if travel exceeds 100 miles (per one way trip).



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- Associated baggage fees for air, bus, and train fare shall also be considered reimbursable. Copies of receipts for all fares must be included, clearly dated, annotated as to which person they pertain to, and attached to invoices.
- Car sharing and ride sharing costs, such as Zip Car, Uber, Lyft or other similar services to facilitate travel, shall be reimbursable for travel to or from necessary site visits for economy or base fares only if said travel exceeds 100 miles (per one way trip). Copies of receipts for all such costs must be included, clearly dated, annotated as to which person they pertain to and attached to invoices.
- Meal costs shall be reimbursable as follows, only for trips exceeding 100 miles (per one way trip): Breakfast costs shall not exceed \$14.00 per person including tip and taxes. Lunch costs shall not exceed \$16.00 per person including tip and taxes. Dinner costs shall not exceed \$26.00 per person including tip and taxes. Reimbursed meal expenses are reimbursable only if the business trip is overnight or long enough that there is a need to stop for a meal to properly perform one's duties. Alcoholic beverages shall not be considered reimbursable expenses. Copies of receipts for all meals must be included, clearly dated, annotated as to which person and meal (breakfast, lunch, or dinner) they pertain to and attached to invoices.
- Lodging costs shall be reimbursable in an amount not to exceed \$155 per night including taxes and fees. Reimbursed lodging expenses are reimbursable only if the business trip is overnight or long enough that there is a need to stop for substantial sleep or rest to properly perform one's duties. Copies of receipts for all lodging expenses must be included, clearly dated, annotated as to which person they pertain to, and attached to invoices. Requests may be made, on a case-by-case basis, for lodging costs in excess to the \$155 per night maximum if it is determined that no adequate lodging is available below this cap. Lodging costs in excess of \$155 per night shall not be reimbursable unless requested in advance and approved in writing by Martina Haggerty, Director of Special Projects. If granted, documentation of the written approval must also be attached to the invoice.
- Specialized equipment rental costs shall be reimbursable only if requested in advance and approved in writing by Martina Haggerty, Director of Special Projects. If granted, documentation of the written approval must also be attached to the invoice. Copies of receipts must also be attached to invoices along with a clear explanation of the date and necessity of use.
- Printing costs shall be reimbursable only for items printed to facilitate public engagement and community meetings, or for printing of deliverables to Client. Copies of receipts for printing must also be attached to invoices along with a clear explanation of the date and necessity of use.
- Language translation services for community outreach and engagement, including public meetings and project materials including print and digital material, shall be reimbursable.
- Copies of invoices from translation service providers or receipts for services must be attached to invoices along with a clear explanation of the date and necessity of use.
- Shipping and mailing costs shall be reimbursable as deemed necessary for the shipment or mailing of documents or equipment. Copies of receipts for shipping costs must be attached to invoices along with a clear explanation of the date and reason for having incurred such costs.

Once all proposals have been scored on the technical evaluation criteria listed above, only proposals receiving scores of 74 or greater out of 90 possible points shall be scored on the cost proposal, which shall have a maximum score of 20 points to be added to the total score of the proposals.



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Cost Proposals will be scored and ranked as follows: the Respondent submitting the lowest Cost Proposal will be awarded the maximum number of points, which shall be the number of points the City chooses as part of the overall weighting of criteria; the next-lowest Cost Proposal will be awarded points based on the product of: (a) the ratio of the lowest Cost Proposal divided by the next-lowest Cost Proposal; and (b) the amount of points awarded for the lowest Cost Proposal, with such product rounded up to the nearest one hundredth (0.01) of a point; the process will continue for each of the remaining Cost Proposals, with points being awarded based on the product of: (a) the ratio of the lowest Cost Proposal divided by the respective Respondent's Cost Proposal; and the points awarded for the lowest Cost Proposal with such product rounded up to the nearest one hundredth (0.01) of a point.

(20 total possible points)

Lowest Cost Proposal: 20 points

Next Lowest Cost Proposal: (Lowest Cost Proposal/Next Lowest Cost Proposal) x 20 pts

3rd Lowest Cost Proposal: (Lowest Cost Proposal/Third Lowest Cost Proposal) x 20 pts

4th Lowest Cost Proposal: (Lowest Cost Proposal/Fourth Lowest Cost Proposal) x 20 pts

Etc...

Non-Responsive: 0 points (No Cost Proposal provided)

Interviews: The City may reach out for clarification, up to and including interviews, from all teams who **received scores of 74 or greater out of 90 possible points (on the technical evaluation criteria listed as 1-6 in this RFP)**, which shall (if interviews are conducted) have a maximum score of 20 points to be added to the total score of the proposals. If the City chooses to conduct interviews, all teams with technical evaluation scores of 74 or greater will be invited for separate interviews with the City.

Non-Responsive (0 pts): Proposer declined opportunity for interview.

Poor (4 pts): Proposer was not well prepared for interview and/or interview team raised major concerns about proposer's understanding, approach, and/or experience.

Average (12 pts): Proposer was prepared for interview and no major concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.

Excellent (20 pts): Proposer was extremely well prepared for interview and no concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.



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Scoring Sheet *(to be completed by City Evaluation Team)*

		Lead Consultant: _____	Lead Consultant: _____	Lead Consultant: _____
Technical Evaluation Criteria	Cover Letter			
	Completed Forms			
	Qualifications and Relevant Experience			
	Project Approach and Understanding			
	References			
	Proposed Project Schedule			
Technical Evaluation Score <i>(subtotal of above)</i>				
Cost Proposal Score				
Interview Score				
Total Score (Technical Evaluation Score + Cost Proposal Score + Interview Score)				



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Attachment A – 30% Plans, Reports, and Estimates Previously Developed

The following files are available upon request to Jessica Pflaumer, jpflaumer@providenceri.gov (401-680-8519):

Final Community Meeting Presentation.PDF
30% Final Report and Appendices.PDF
Cost Estimate.PDF
GeotechReport.PDF
Geotech Summary Report.PDF
Historic Preservation Report.PDF
Ice Rink Schematic Design Narrative.PDF
Survey.PDF
Utility Coordination Report.PDF
UVD-PVD Final Drawing Set.PDF
Architecture Set.PDF
AV_Telecom_Theater_Experience Design Set.PDF
Civil Set.PDF
Electrical Set.PDF
Landscape Set.PDF
Mechanical Set.PDF
Security Set.PDF
Structural Set.PDF

Renderings:

POV01-R03-ARUP.JPG
POV02-R03-ARUP.JPG
POV03-R03-ARUP.JPG
POV04-R03-ARUP.JPG
POV05-R03-ARUP.JPG