

### **REQUEST FOR PROPOSALS**

Item Description: General Contractor for Phase 2 of PPSD 21st Century Media Center

Renovations

**RFP Due Date:** 2:15 PM, April 24, 2023

**Issuing Department: Department of Public Property** 

### **QUESTIONS**

• Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.

o Phone: (401) 680-5264

o Email: <u>purchasing@providenceri.gov</u>

> 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 or Email: <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>

> 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 experts: Joseph DeSanti, Program Director, Downes Construction, Owners Project Representative <u>idesanti@downesco.com</u> and Deb Reading, Project Manager, Downes Construction, Owners Project Representative <u>dreading@downesco.com</u>.

Questions must be submitted in writing and answers will be issued as an addendum.

Questions are due no later than Friday, April 14, 2023, by 4:00 pm.

### MANDATORY PRE-BID CONFERENCES

Interested bidders are invited to attend the mandatory pre-bid meetings to be held on three consecutive days to review the existing spaces and learn more about the scope of work, the included projects, and the City's needs and expectations.

Date: Tuesday, April 4, 2023 Time: 4:00 PM to 5:30 PM

Location: Starting at Veazie Street Elementary School, 211 Veazie Street

Followed by Robert F. Kennedy Elementary School, 195 Nelson Street



Date: Wednesday, April 5, 2023

Time: 4:00 PM to 6:00 PM

Location: Starting at Alfred Lima Elementary School, 222 Daboll Street

Followed by Reservoir Avenue Elementary School, 156 Reservoir Avenue Followed by Dr. Martin Luther King Jr. Elementary School, 35 Camp Street

### **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, RI 02903.** 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 3<sup>rd</sup> floor of City Hall.

- Bidders must submit HARD COPY (one (1) original and two (2) copies) format 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 (On page 1). A single PDF file on a thumb drive must also be submitted.
- 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, <u>do not</u> 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

\*\*<u>PLEASE NOTE</u>: 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.



### BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> 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: <a href="https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</a>

\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- Bidder's Proposal/Packet: 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 will result in disqualification, or in an inability to appropriately evaluate bids.



#### NOTICE TO VENDORS

- 1. The Board of Contract and Supply will make the award to the responsible offeror whose proposal is determined, in writing, to be the most advantageous to the City taking into consideration price and the evaluation factors stated in the request for proposals l.
- 2. In determining the most advantageous proposer, 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, RI 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.
- 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 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. 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.)
- 17. Payment Terms are Net 30 upon receipt and approval of invoice.



### **BID TERMS**

1.	Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. <u>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.</u> 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 <u>\$</u> 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 <u>5</u> 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 <b>sixty (60) days of bid opening</b> . 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.

Title



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

### **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, in part, on the basis of *total* bid or by *individual items* (although all other criteria set forth in this request will also be considered).
- 5. All bids MUST BE SIGNED IN INK.

Name of Bidder (Firm or Individual):	
Contact Name:	_
Business Address:	_
Business Phone #:	<u> </u>
Contact Email Address:	=
Agrees to bid on (Items(s) to be bid):	<u> </u>
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	
Please visit http://www.naics.com/search/ and identify the NAICS Code(s) for items being bid on. Enter the NAICS cod	e(s)
here or in parentheses next to each item listed immediately above:	
Delivery Date (if applicable):	
Total Amount in Writing*:	_
Total Amount in Figures*:	_
CONTENTS OF FEE PROPOSAL (separate sealed envelope) Respondents shall state the following on letterhead:  1. Lump sum price for cost of work (include a \$25,000.00 allowance for unforeseen abatement, structural, MI  2. List all included allowances that are included within the lump sum pricing  3. Provide a schedule of values with trade breakdown per school  4. Provide a proposed construction schedule to meet the August 15, 2023 final completion date  5. Provide alternate price to provide a "Builder's Risk" policy for the project	EP, etc.)
Use additional pages, if necessary, for additional bidding details.	
Signature of Authorized Represent	ative



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

Upon beha	ılf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
being its_		(Title or "Self"), hereby certify that:
	er does not unlawfully discriminate ation and/or religion in its busines	e on the basis of race, color, national origin, gender, sexual as and hiring practices.
	Bidder's employees have been hirules and regulations.	red in compliance with all applicable federal, state and local
I affirm by	signing below that I am duly autl	norized on behalf of Bidder, on
this	day of	20
		Signature of Representation
		Printed Name

Printed Name



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

### **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:	
<ul> <li>(RFQ's), documents contained within, a record upon receipt by the City Clerk's and Supply (BOCS) meeting.</li> <li>2. The Purchasing Department and the issueffort to request that sensitive/personal department and only at request if verific vendor's bid.</li> <li>3. The requested supplemental information such details may result in disqualification.</li> <li>4. If sensitive information that has not bee defined supplemental information prior submitted to the City Clerk, the City of bears no liability associated with the information providence observes a published bidding packet may not be submitted.</li> </ul>	ic and transparent bidding process. Information required in d directly to the issuing department at the discretion of the tion, such as pricing terms, from becoming public. Bidders
•	
I affirm by signing below that I am duly author	
thisday of	20
	Signature of Representation



### **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.

Bidders shall certify that the WBE/MBE requirement will be achieved at the time of procurement of the subcontractor/vendor trades.

#### **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 <a href="https://www.naics.com/search/">https://www.naics.com/search/</a>. 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 <a href="http://odeo.ri.gov/offices/mbeco/mbe-wbe.php">http://odeo.ri.gov/offices/mbeco/mbe-wbe.php</a>. 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 <a href="http://www.providenceri.gov/oeo/">http://www.providenceri.gov/oeo/</a> or <a href="http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</a>. **Download** the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved property. 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 <a href="http://www.providenceri.gov/oeo/">http://www.providenceri.gov/oeo/</a> or <a href="http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">http://www.providenceri.gov/oeo/</a> or <a href="http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">http://www.providenceri.gov/oeo/</a> or <a href="http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</a>.

### **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, and 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 <a href="mailto:mbe-wbe@providenceri.com">mbe-wbe@providenceri.com</a>



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

### MBE/WBE PARTICIPATION AFFIDAVIT

Item Discussion (as seen on RFP):			
Prime Bidder:			
Prime Bidder (Company) Phone Number:			
Prime Bidder (Company) Zip Code:			
Which one of the following describes your business' status	in tamma of l	Minority and/or V	Naman Owned Business
Enterprise certification with the State of Rhode Island?WBE			
By initialing the following sections and signing the botto authorized representative of contractor, I make this Aff It is the policy of the City of Providence that minority business enterprises participate in procurements and projects as prime contractors and vendors the Rhode Island General Laws (as amended), MBE and WBE participation 10% of the total bid value. The goal for Women's Business Enterprise (W participation is 20% of the total bid value.	idavit: s (MBEs) and v . Pursuant to Se on goals apply t	vomen business enter ec. 21-52 of the Provi o contracts. The goal	prises (WBEs) should have the maximum opportunity to dence Code of Ordinances and Chapter 31-14 et seq. of for Minority Business Enterprise (MBE) participation is
I acknowledge the City of Providence's goals of support If awarded the contract, I understand that my company must the City of Providence (MBE/WBE Office), copies of all exachieve the participation goals and other requirements of the understand that these documents must be submitted pri	st submit to xecuted agre e Providenc	the Minority and ements with the see Code of Ordina	Women's Business Coordinator at subcontractor(s) being utilized to neces and RI General Laws. <u>I</u>
I understand that, if awarded the contract, my firm mus reports required by the MBE/WBE Office on a quarte utilized on the contract. Initial	t submit to	the MBE/WBE	Office canceled checks and
If I am awarded this contract and find that I am unable to ut understand that I must substitute another certified MBE and I may not make a substitution until I have obtained the	l WBE firm	(s) to meet the pa	rticipation goals. <u>I understand that</u>
If awarded this contract, I understand that authorized r books, records and files of my firm from time to time, to determination of whether my firm is complying with the	the extent	that such mater	ial is relevant to a
Initial			
I do solemnly declare and affirm under the penalty of pe and correct to the best of my knowledge, information an		the contents of t	he foregoing Affidavit are true
Signature of Bidder		Printed Name	
Company Name		Date	



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

proposed bid, do not fill out this for			D' 3141	og.		
Prime Bidder:Code:			_ Primary NAI	CS	· · · · · · · · · · · · · · · · · · ·	
Item Description (as seen on RFP):						
Please list all Subcontractors below. Inc	aluda tha tatal dal	llor volue th	ot vou proposa to	s share with each subcor	streeter, and the dellar	
amount to be subcontracted. Please check	off MBE and W	BE where a	pplicable. The d	irectory of all state-cert		
located at www.mbe.ri.gov. Business NA						
Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract	
					\$	
					\$	
					\$	
					\$	
					\$	
					\$	
A. MBE SUBCONTRACTED A	MOUNT:				\$	
B. WBE SUBCONTRACTED A	MOUNT:				\$	
C. NON-MBE WBE SUBCONT	RACTED AM	OUNT:			\$	
D. DOLLAR AMOUNT OF WO	ORK DONE BY	THE PR	IME CONTR	ACTOR:	s	
E. TOTAL AMOUNT OF BID (S	SUM OF A, B,	C, & D):			\$	
F. PERCENTAGE OF BID SUB (Divide the sum of A and B by E				Es.		%
Please read and initial the following states or WBE vendors is less than 20% (Box F) MBE/WBE WAIVER REQUEST FOR	and the prime of	contractor is	NOT a Rhode Is	sland State-certified MB	E or WBE, you must fill out the	
Signature of Bidder			Printed Name			

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### **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

### 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 company may submit in the future.	to the current bid which you	are submitting to the City of Provide	ence and does not apply to other bids your	
Prime Bidder:		<del>-</del>		
tem Discussion (as seen on RFP):		<del>_</del>		
Γο receive a waiver, you must list the nteracted, and the reason the MBE/V			of the primary individual with whom you	
MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?	
waiver of % MBE/WBE	E (20% minus the value of	<b>Box F</b> on the Subcontractor Disc	of the total bid value. I am requesting losure Form). If an opportunity is effort will be made to select MBE/WI	
Signature of Prime Contractor	Printe	d Name	Date Signed	
Signature of City of Providence MBE/WBE Outreach Director		d Name of City of Providence WBE Outreach Director	Date Signed	

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### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

### **BID PACKAGE SPECIFICATIONS**

The City of Providence is embarking upon a significant investment in our School buildings. This investment will enable the children of Providence to learn in safe, state of the art facilities. Given this large investment in the City's future, and the importance of ensuring these projects are completed on-time, on/under budget and constructed as designed, the city would like to procure the services of an experienced **General Contractor** (GC) for this media center renovation project.

#### Introduction

The City of Providence is embarking on a capital program to create 21<sup>st</sup> century media centers throughout the Providence Public School District (PPSD) for occupancy by September 2023. This RFP is for Phase 2 of the renovations which includes the renovation of the existing elementary school libraries and transformation into 21<sup>st</sup> century media centers. The existing libraries and adjacent spaces in the five schools included in this RFP; Alfred Lima, Dr. Martin Luther King Jr., Reservoir Avenue, Robert F. Kennedy and Veazie Street, are to be renovated according to PPSD's media center standards and ready for occupancy for the 23-24 school year.

The construction drawings prepared for this project include the work required for these new media centers and adjacent maker spaces at each of the schools. The drawings take precedence over these specifications.

There will be a subsequent phase of renovation for additional schools to be released in an upcoming RFP.

#### RFP MILESTONE DATES

Solicitation Released	March 27, 2023
Mandatory Pre-Bid Meetings	April 4 & 5, 2023, 4:00 PM
Questions due	April 14, 2023, 4:00 PM
Bids Due	April 24, 2023, 2:15 PM

#### **SCOPE OF SERVICES**

The City is requesting proposals using the scope of work outlined in the bid solicitation documents (included herein) for General Contracting services to renovate the existing libraries at the five schools included in Phase 2 into 21<sup>st</sup> century media centers with maker spaces. The renovation shall include but is not limited to demolition, framing, drywall, doors, ACT, painting, flooring, manufactured casework, HVAC, plumbing, electrical and communications.

• By performing all necessary or advisable construction work, complete the Project and assist the City of Providence, Providence Public School District, and the Owners Project Manager (Downes Construction) and their consultants as required to obtain project completions as follows:

Notice to proceed May 1, 2023
 Construction start May 1, 2023
 Substantial completion June 30, 2023
 Final completion August 15, 2023

• The Proposal will be administered to enable the fast-track construction of the project.

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- The basis of the proposal is the submission of the STATEMENTS OF QUALIFICATION and separate Order of Magnitude FEE PROPOSALS from the General Contractor.
- The Statements of Qualifications and Fee Proposals will be evaluated as delineated herein and the highest rated of those firms that have met the criteria as established by the prescribed process, cost and all other factors considered, may be invited to a personal interview.
- It is critical to know that this Project will include the following criteria at the appropriate period of the process, all of which shall fully comply with all rules, regulations and laws:
  - All work will be in accordance with the Rhode Island School Building Authority deadlines and conform with RIDE School Construction Regulations.
  - Conformance to the Bid Documents herein referenced and accessed via the ShareFile link including the bid documents and RFP drawing set.
  - Prevailing Wage Rates and all Applicable Standards shall apply.
  - O Provide the NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the GC Team, including Sub-Contractors and any proposed MBE and WBE Firms, identifying the indicated role of each participant included in the RFP response. Include the identity of the Primary Contractor, which shall be responsible for guaranteeing the delivery of the PROJECT on time and within the Guaranteed Maximum Cost in accordance with the contract provisions.
  - o Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the GC Team PRINCIPAL CONTACT(S). The GC Team principal contact(s) must remain constant throughout the life of the PROJECT.
  - o Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the GC Team is a Joint Venture, Limited Liability Company, Corporation or partnership, describe the bonding approach that will be used and the members of such organizations who will have joint and several liabilities for the performance of the work required for the Project. If the GC Team is a limited liability company, joint venture, corporation or any form of partnership, provide complete copies of the organizational documents that allow, or would allow by the time of contract award, the Respondent to do business in the State of Rhode Island.
  - MBE Goal is Ten Percent (10%) and the WBE Goal is Ten Percent (10%) per State regulations and applicable law. The City encourages the engagement and hiring of local residents and businesses at the company, trade worker, vendor, and supplier levels.
  - o All Rhode Island Department of Education (RIDE) requirements related to the State funding grant and their standards for the construction of school projects.
  - o Firms, entities, joint ventures, and other business associations participating in this project shall have been incorporated or otherwise legally established as a business in the State of Rhode Island.
  - o Work is not allowed in the building while school is in session.



- When school is in session, the work hours are from 3:30 pm to 12:00 am on weekdays and 8:00 am to 4:30 pm on weekends.
- O Whenever school is not in session, the work hours are 7:00 AM to 3:30 pm on weekdays.
- All workers on site must provide a B.C.I. background check from the State of Rhode Island, Office of the Attorney General before the start of work.
- For upper-level locations, the elevators can be used to move material in or out of the building when school is not in session.
- For electrical or water shutdowns, this work must be coordinated with the school staff with a minimum of 48 hours' notice.
- Project specific scope of work, see drawings for more detail:

#### Alfred Lima Elementary School

- Demolition to include:
  - removal of existing interior walls and door, wall base, and flooring if necessary
  - remove existing millwork and sink
  - open walls as required for MEP work
- Framing and drywall to infill wall
- Walls to be patched to match existing
- All penetrations to be fireproofed as required
- Supply and install hanging acoustic clouds as shown on plans
- All walls, columns, and doors to be finished with two coats of scrubbable enamel paint per materials list
- Existing perimeter convectors and bookshelves to be re-finished in the field per materials list
- Ceilings to be painted per materials list
- New flooring and base to be installed throughout per materials list
- Casework to be supplied and installed with marine grade plywood and laminate finish with solid surface countertop. Adjustable stainless steel shelving to be supplied and installed above the sink
- Install owner supplied display boards as shown on drawings
- Plumbing work to include:
  - Disconnect and make safe for removal of existing sink
  - Single bowl stainless steel undermount sink; 22" wide, 10" deep, 16 gauge
  - ADA gooseneck faucet with wrist blade handles; 4" hole spread, chrome finish
- Electrical work to include:
  - Disconnect and make safe for demolition of walls
  - Supply and install GFCI outlet above new countertop
  - Supply and install new lighting and controls
  - Supply and install new baseboard raceway
- Communications work to include:
  - AV system with I-stations for interactive displays and portable media connector for teacher's desk and two wireless microphones with charging cradle



#### Dr. Martin Luther King Jr. Elementary School

- Demolition to include:
  - removal of existing circulation desk
  - removal of existing millwork and sink, wall base, and flooring if necessary
  - remove existing doors
  - remove existing ceiling tiles
  - remove existing wood cap per drawings
- Walls to be patched to match existing
- Supply and install new doors with half glass in existing frame, reinstall existing hardware
- All penetrations to be fireproofed as required
- All walls and doors to be finished with two coats of scrubbable enamel paint per materials list
- Existing perimeter convectors and bookshelves to be re-finished in the field per materials list
- New flooring and base to be installed throughout per materials list
- Supply and install new ceiling tile to match existing utilizing existing grid
- Casework to be supplied and installed with marine grade plywood and laminate finish with solid surface countertop. Adjustable stainless steel shelving to be supplied and installed above the sink
- Installation of new solid surface window sills throughout
- Install owner supplied display boards as shown on drawings
- Plumbing work to include:
  - Disconnect and make safe for removal of existing sink
  - Single bowl stainless steel undermount sink; 22" wide, 10" deep, 16 gauge
  - ADA gooseneck faucet with wrist blade handles; 4" hole spread, chrome finish
- Electrical work to include:
  - Disconnect and remove existing power/data poles
  - Supply and install new baseboard raceway
- Communications work to include:
  - AV system with I-stations for interactive displays and portable media connector for teacher's desk and two wireless microphones with charging cradle

#### o Reservoir Avenue Elementary School

- Demolition to include removal of existing wall base and flooring if necessary
- All walls and doors to be finished with two coats of scrubbable enamel paint per materials list
- New flooring and base to be installed throughout per materials list
- Supply and install acoustic panels at ceiling
- Casework to be supplied and installed with marine grade plywood and laminate finish with solid surface countertop. Adjustable stainless steel shelving to be supplied and installed above the base cabinets
- Install owner supplied display boards as shown on drawings
- HVAC work to include:
  - Disconnect and remove existing mini-split unit
  - Install new ceiling mounted indoor unit with outdoor heat pump
- Electrical work to include:
  - Remove existing lighting and install new lighting
  - Supply and install GFCI outlets above new countertop
  - Supply and install new baseboard raceway
  - Install power to new HVAC equipment

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- Communications work to include:
  - AV system with I-stations for interactive displays and portable media connector for teacher's desk and two wireless microphones with charging cradle

### o Robert F. Kennedy Elementary School

- Demolition to include:
  - removal of existing sink and millwork at two locations
  - removal of existing wall base and flooring if necessary
  - remove existing wall
  - remove existing doors
- Walls to be finished and patched to match existing
- Supply new frames and doors at closets
- All walls and doors to be finished with two coats of scrubbable enamel paint per materials list
- New flooring and base to be installed throughout per materials list
- Casework to be supplied and installed with marine grade plywood and laminate finish with solid surface countertop. Adjustable stainless steel shelving to be supplied and installed above the sink
- Installation of new solid surface window sills throughout
- Install owner supplied display boards as shown on drawings
- Plumbing work to include:
  - Single bowl stainless steel undermount sink; 22" wide, 10" deep, 16 gauge
  - ADA gooseneck faucet with wrist blade handles; 4" hole spread, chrome finish
- HVAC work to include:
  - Install new ceiling mounted indoor unit with outdoor heat pump
- Electrical work to include:
  - Supply and install GFCI outlet above new countertop
  - Supply and install new baseboard raceway
  - Install power to new HVAC equipment
- Communications work to include:
  - AV system with I-stations for interactive displays and portable media connector for teacher's desk and two wireless microphones with charging cradle

#### Veazie Street Elementary School

- Demolition to include:
  - removal of existing interior walls, doors and windows
  - removal of existing sink, millwork, wall tile and casework
  - open wall for connection of plumbing
  - removal of existing ceiling tile and grid as shown on drawings
  - remove existing countertops and window sills
  - removal of existing wall base and flooring if necessary
  - removal of existing heating convector
- Walls and subfloor to be patched to match existing
- All walls and doors to be finished with two coats of scrubbable enamel paint per materials list
- Existing perimeter convectors and bookshelves to be re-finished in the field per materials list
- New flooring and base to be installed throughout per materials list
- Supply and install new 2x4 ceiling tile with new grid where indicated on drawings
- Supply and install hanging acoustic clouds as shown on plans



- Casework to be supplied and installed with marine grade plywood and laminate finish with solid surface countertop. Adjustable stainless steel shelving to be supplied and installed above the sink
- Supply and install new solid surface window sills and aprons per drawings
- Supply and install new solid surface countertops on existing casework per drawings
- Install owner supplied display boards as shown on drawings
- Relocate existing fire extinguisher
- Plumbing work to include:
  - Single bowl stainless steel undermount sink; 22" wide, 10" deep, 16 gauge
  - ADA gooseneck faucet with wrist blade handles; 4" hole spread, chrome finish
  - Water supply and waste to be connected at original location
- HVAC work to include:
  - Install new ceiling mounted indoor unit with outdoor heat pump
- Electrical work to include:
  - Disconnect and make safe for demolition of walls
  - Supply and install GFCI outlet above new countertop
  - Remove and reinstall existing lighting in new ceiling grid
  - Rewire existing lighting into three separate zones with dimmer switches
  - Supply and install new baseboard raceway
  - Install power to new HVAC equipment
- Communications work to include:
  - AV system with I-stations for interactive displays and portable media connector for teacher's desk and two wireless microphones with charging cradle

#### **CURRENT STATUS**

The renovation of the existing elementary school libraries and transformation into 21st century media center is part of the Providence Public Schools \$500 million plan to rebuild schools. The existing libraries and adjacent spaces in the five schools included in this RFP; Alfred Lima, Dr. Martin Luther King Jr., Reservoir Avenue, Robert F. Kennedy and Veazie Street, are to be renovated according to PPSD's media center standards and ready for occupancy for the 23-24 school year.

The construction drawings prepared for this project include the work required for these new media centers and adjacent maker spaces at some of the schools. Work will begin as soon as possible after the contract award.

#### FORM OF AGREEMENT

The City of Providence, Rhode Island will award the project under AIA Document A101-2017 Entitled "Standard Form of Agreement Between Owner and Contractor where the basis of payment is Stipulated Sum" and as will be modified by the Owner. This contract, along with the general specifications referenced herein, will be issued by way of an addendum to his RFP.

### SUBMISSION REQUIREMENTS

• <u>Letter of Transmittal</u>: A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the GC Team. The Letter of Transmittal must acknowledge that the respondent has fully reviewed, understands and agrees to all provisions of this RFP, and must further state that: (i) all information submitted with the



## **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

response is true, accurate, and is not misleading; (ii) no material information has been omitted; (iii) the response is provided fairly and without collusion or fraud; and (iv) the respondent will, if selected, perform the scope of work and all other services as set forth in this RFP.

- Statement of Qualifications
- Fee Proposal
- Other required information as detailed herein
- The Proposer shall submit their completed response in HARD COPY (1 original, 2 copies) format plus a single PDF file on thumb drive.

### CONTENTS OF STATEMENTS OF QUALIFICATIONS

- General
- Provide the <u>NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the General Contractor's Team, including Sub-Consultants and any proposed MBE and WBE Firms,</u> identifying the indicated role of each participant included in the RFP response. Include the identity of the Primary GC, who shall be responsible for guaranteeing the delivery of the PROJECT on time and within the bid amount Cost in accordance with the contract provisions.
- Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the GC
   <u>PRINCIPAL CONTACT(S)</u>. The GC Team principal contact(s) must remain constant throughout the life of the PROJECT.

City of Providence must be informed of any changes in personnel *at any time* during the contract term. The City of Providence reserves the right to reject personnel and/or if in the event key personnel are no longer available, The City of Providence reserves the right to terminate the agreement.

Identify the team members who will undertake **financial responsibility** for the Project and describe any liability limitations. If the General Contractor is a Joint Venture, Limited Liability Company, Corporation or partnership, describe the **liability approach** that will be used and the members of such organizations who will have joint and several liabilities for the performance of the work required for the Project. If the GC Team is a limited liability company, joint venture, corporation or any form of partnership, provide complete copies of the **organizational documents** that allow, or would allow by the time of contract award, the Respondent to do business in the State of Rhode.

- Give names and detailed addresses of all affiliated and/or subsidiary companies. Indicate which companies are subsidiaries. If a situation arises in responding to this questionnaire where you are unsure whether another firm is or is not an affiliate, doubt should be resolved in favor of affiliation and the firm should be listed accordingly. An affiliate shall be considered as any business entity which is closely associated with another business entity so that one entity controls or has power to control the other entity either directly or indirectly; or, when a third party has the power to control or controls both; or where one business entity has been so closely allied with another business entity through an established course of dealings, including but not limited to the lending of financial wherewithal, engaging in Joint Ventures, etc. as to cause a public perception that the two firms are one entity. Firms which are owned by a holding company or a third party, but otherwise meet the above conditions and do not have interlocking directorships or joint officers serving, are not considered to be affiliates.
- If a GC Team has no affiliated and/or subsidiary companies other than the Respondent's legal business entity, the Respondent Page 20 of 29



should include a statement in the submittal indicating the same.

- Provide a description of EACH GC team Member's experience and qualifications, particularly with respect to:
  - 1. Public Educational Facility Construction
  - 2. Related work with a particular focus on the ability to deliver such projects on time and on budget. Identify and describe all relevant projects with a construction value of a minimum of \$1 million completed by EACH company in the past TEN (10) YEARS which demonstrates adequate experience in General Contractor's projects and in public school construction, including project safety on school construction projects, similar in scope and/or complexity to the PROJECTS defined herein.
- Respondent should provide relevant and verifiable evidence of good performance or lessons learned from previous
  experience and give convincing ways in which lessons learned or past good performance will be used for the benefit
  of the PROJECT defined herein.
- With respect to <u>EACH project</u> identified, include the following information: project name and contract number; owner's name, address, principal contact, and current phone and e-mail addresses; dates of construction; project description; description of work and percentage actually performed by each company; and the initial bid price and final contract price (including the number and value of contract modifications and claims) and an explanation regarding the causes (whether upward or downward) of contract value adjustments.

<u>Identify the Key Firms you would be anticipating as part of your overall GC Team as follows:</u>

Construction Team

Additionally, provide separate resumes for all key management staff of the General Contractor, including the Principal in Charge, Project Executive, Project Manager, Superintendent and all other key individuals.

In addition, include the approximate percentage of each employee's time to be expended on this project.

Key management resumes will indicate where roles, if any, may overlap and will include the proposed role and experience in the area of responsibility, history of employment, experience in construction or maintenance of similar projects, and other relevant background information.

THREE (3) references shall be provided for the Project Principal, Project Executive, Project Manager, and Superintendent.

At least ONE (1) reference shall be provided for all other key personnel.

References shall be previous owners or clients with whom the key personnel have worked within the past FIVE (5) YEARS and should include the name, position, company or agency, current phone and fax numbers and e-mail addresses for each reference.

Discuss the <u>current construction backlog</u> of EACH team Member and the capacity to perform the scope of work and perform the Project to achieve substantial completion by August 15, 2022.

Provide Key Primary and Subcontractors you would be considering as part of your overall Construction Team based
Page 21 of 29



on the disciplines defined above in the construction category.

Additionally Include Scheduling resources and the ability to deliver Fast Track Construction with the resources available to the team.

### OTHER REQUIRED INFORMATION

Resources & Financials. The GC shall possess sufficient resources, staff and operational personnel necessary to provide all of the services associated with completion of the Project. The respondent shall provide a detailed summary of its financial strength and the availability of resources to support permitting, construction, and all other obligations of the GC in completion of the Project, including a discussion of accessibility of resources. The respondent shall provide independently audited financial statements for itself and any and all of its subsidiaries and affiliates prepared in accordance with generally accepted accounting principles, including, at a minimum, income statements, balance sheets and statements of cash flow for at least the last three (3) fiscal years. Neither the GC, nor any predecessor entity, nor any of its subsidiaries, affiliates or principals shall have been subject to any voluntary or involuntary bankruptcy or other insolvency proceedings in the last five (5) years.

Limitations. The GC's ability to undertake or perform the obligations required by the Project shall not be limited in any way by any pending, threatened or current litigation, merger or acquisitions, corporate restructuring or financial oversight which could materially affect the GC's resources, staff and/or personnel or otherwise limit the GC's ability to construct the facility. The respondent shall provide a statement itemizing any liabilities, financial commitments, contractual commitments, guarantees, and other limitations that will or may affect its ability to meet its obligations to the City in connection with the Project.

**Permitting and Approvals.** The proposers shall provide a permitting plan identifying all federal, state and local permits and other approvals needed for completion of the Project, including time required for obtaining such approvals, key issues to be addressed, and the approach that will be taken to satisfy all such requirements. The GC will be responsible for preparing applications and obtaining all necessary and advisable permits, approvals and authorizations to complete the Project. Permit fees shall be waived by the City of Providence, however the cost of the State ADA fees shall be borne by the GC. The GC will obtain all of the same in a timely manner in accordance with the Project schedule.

**Safety Record.** Respondents shall discuss their overall safety program including any violations cited by governmental safety agencies or Occupational Safety and Health Administration (OSHA), recognized safety awards, and the respondent's lost-time accident record compared with industry standards, all within the past three (3) years.

Additional Information. The Bid shall contain all information which may be of importance to the Board of Contract and Supply in selecting a contractor, including all information specifically requested by this RFP and any information not specifically requested by this RFP, including favorable and unfavorable information which may have a reasonable bearing on the Board of Contract and Supply's selection. Without limiting the generality of this paragraph, as the same relates to the GC entity, any subsidiaries and affiliates, any subcontractor, any key management staff of the GC Team, the Principal in Charge, , Project Executive, Project Manager, Superintendent and/or any other key individual, the respondent will submit any and all information relating to criminal conviction, debarment from entering into contracts, regulatory violations, bankruptcies and other forms of insolvency, and contract disputes. Provide any additional qualifications and other information that could further assist the Board of Contract and Supply in evaluating qualifications, including any additional information related to construction similar to that required in connection with the Project.



### **Proposal Evaluations**

In addition to cost, proposals shall be evaluated on the following criteria and point system:

- Demonstrated experience in the type of work required.
- Professional background, experience, and expertise of the principals and staff of the Bidder. Record of Bidder in accomplishing work on other similar projects in required timeframe.
- Quality of work performed previously by the Bidder for the Providence Public School Department, if any.
- References provided by the Bidder will be reviewed and evaluated.
- Possible Personal Interview. If required, in a presentation interview, the proposed Bidder will provide specific plans for completion of the project. Information and results from existing projects may be used to illustrate the proposed plan.
- High degree of qualifications and experience on similar projects.
- Thorough knowledge of applicable Rhode Island construction laws, City of Providence local codes and all other pertinent laws, codes and regulations related to successful completion of the project.
- Experience with similar school building projects that include fast track school renovations, occupied buildings, and suitable school projects that may relate to this project.
- Successful track record of working with architects, contractors, subcontractors, consultants, school
  officials, municipal officials, state officials, and committee members on behalf of the Owner in providing
  relevant information and facilitating decisions and actions of the various participants with the goal of
  advancing the progress of the Project on a timely basis.
- Ability to commit the resources necessary to complete the services outlined in this RFP and the ability to sustain that commitment for the entire duration of the project.
  - (a) Primary Firm Workload and Size (Maximum 20 points)
  - (b) Primary Qualifications (Maximum 20 points)
  - (c) Other Considerations (Maximum 10 points)
  - (d) Overall Team Experience (Maximum 20 points)
  - (e) Bid price (Maximum 30 points)

ADDITIONAL FACTORS FOR AWARD: The City, PPSD and Downes (OPM) will evaluate each written Proposal, determine whether interviews are necessary, then based on the content of the written proposal and interviews, select the vendor best qualified for selection and which is most advantageous to the City and PPSD, cost and all other factors considered.

**Authority Granted.** By submission of its Bid, the respondent authorizes the City and any of its subdivisions and its/their respective employees and agents to contact all references and other persons mentioned in the Bid and to visit and inspect any project or site mentioned in the Bid, which includes contacting any person who is or was associated with any such project or site, all for purposes of evaluating the respondent's performance and validating the information provided in the Bid. By submission of its Bid, the respondent represents and warrants that it has the fully authority to so authorize the City.

The City may reject any and/or all proposals and reserves the right to waive any informalities relating to the bids if it is in the public interest to do so.



Any award is subject to entering into a contract acceptable to the City and its legal counsel.

#### ADDITIONAL REQUIREMENTS, TERMS, AND CONDITIONS

#### Insurance:

Commercial General Liability Insurance: covering bodily injury and property damage in a form and with coverage that are satisfactory to the City, including personal and advertising injury liability, MPA #575, Revised 7/5/16 Page 3 of 4 independent contractors, products completed operations, contractual liability and broad form property damage coverage. Coverage shall be written on an occurrence basis. A combined single limit of \$1,000,000.00 per occurrence and aggregate is required.

Errors and Omissions Insurance: covering any damages caused by an error, omission or any negligent acts of contractor, its subcontractors, agents, officers or employees under this Contract. Combined single limit per occurrence shall not be less than \$1,000,000.00. Annual aggregate limit shall not be less than \$1,000,000.00.

**Auto Liability Insurance:** covering all owned, non-owned, or hired vehicles. A combined single limit per occurrence of \$1,000,000.00 will be obtained.

**Workers Compensation and Employers Liability:** in compliance with the compensation laws of the State of Rhode Island. Coverage shall include Employers Liability Insurance with minimum limits of \$100,000.00 each accident, \$500,000.00 disease or policy limit, \$100,000.00 each employee.

**Please note:** A certificate of Insurance listing the City of Providence as an "Additional Insured" on a primary, but not contributing basis is required. This will need to be provided prior to work commencing for the City. The full policy binder may also need to be provided if requested by the City, its Law Department or the Department of Public Property.

### Other:

**Statement of Litigation.** Please confirm whether or not your firm is involved in any threatened, pending or current litigation or other proceedings which may impact your ability to meet the City's requirements under this RFP.

**References.** Please provide us within your response a minimum of three (3) professional, municipal references related to major, school related Construction Projects.

**Qualifications & Disclosures.** Respondent and each member of the GC Team shall complete the Respondent Qualifications & Disclosures form attached hereto as Exhibit \_C\_ and shall provide the same, fully executed and notarized, with Respondent's submission.

**Location of Staff.** The selected vendor will perform a majority of the work in the City of Providence, Rhode Island. The selected vendor must have a physical office within 50 miles of Providence and manage the program from that location during the entire period of performance. Furthermore, the selected vendor will meet weekly at a designated time with applicable City & School officials to provide an in-progress review (IPR) of the program's execution. The City will arrange for meeting space within its facilities for all required meetings. The Proposers must provide a summary of how it will meet the requirements set forth in this Location of Staff paragraph.



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

**Termination/Violation.** The GC shall not have been terminated for cause on any contract for construction unless the City determines, in its sole discretion, that the reason for termination is not material to obligations under this RFP. The GC shall not be in violation of any Consent Order, Consent Decree or other judgement arising out of its construction of any facility or system.

**Warranties.** The GC will be required to deliver to the City certain warranties to the City in connection with the Project, which warranties will be expressly set forth in the contract to be appended hereto by way of addendum to this RFP and shall be in addition to (and are not exclusive of) any applicable implied warranties.

**Labor Relations.** The GC will be responsible for handling all labor relations for the Project, including any issues arising during the Project, in compliance with applicable laws.

**Bond/Surety.** As of the effective date of the contract and throughout the term thereof, the GC shall furnish to the City, with the City as beneficiary, a bond for the faithful performance of the GC's obligations under the contract, as well as a payment bond, effective for the full duration of the performance period of the contract. Each such bond shall be in an amount equal to 100% of the awarded contract price, securing the performance of all contract services, in a form acceptable to the City. Such bonds shall be issued by a surety company or companies rated 'A' or better per current A.M. Best Company ratings and properly registered and licensed to conduct business in the State of Rhode Island. The City reserves the right to approve, prior to issuance, the form and substance of all bonds required in connection with the Project.

**Guaranty.** The City may require all or some, at its discretion, of the principals of the GC to execute a Guaranty Agreement pursuant to which such principals will irrevocably, absolutely and unconditionally guarantee all of the GC's obligations under the contract, which Guaranty Agreement shall be appended to the contract and issued along therewith as an addendum to this RFP. For all such principals, independently audited financial statements prepared in accordance with generally accepted accounting principles will be required and satisfaction with such principals' financial strength will be determined by the City in its sole discretion. The liability of all guarantors shall be joint and several.

**Additional Terms and Conditions.** The City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions with regard to this RFP. By responding to this RFP, the respondent acknowledges, consents and agrees to the following terms and conditions:

- 1. This document is not, nor is it intended as, an offering for the award of a contract or for participation in any future solicitation. The contents of and information provided in this RFP is meant to provide general information to interested parties and to request proposals from responders interested in the Project described herein. This document is not intended as a formal offering for the award of a contract. The City may or may not enter into negotiations with the respondents or a party that has not submitted a response to this RFP. THE TERMS AND PROVISIONS SET FORTH IN THIS RFP DO NOT CONSTITUTE ANY CONTRACT OR OFFER OF CONTRACT BETWEEN THE CITY AND ANY OTHER PARTY. THE CITY ACCEPTS NO LIABILITY WHATSOEVER FOR ANY MATERIAL OR INFORMATION SUBMITTED BY RESPONDENTS BEING DISCLOSED OR BECOMING PUBLIC INFORMATION, WHETHER INADVERTENTLY OR OTHERWISE.
- 2. The City reserves the right, at its sole discretion, to withdraw this RFP; to choose to discuss various approaches with one or more parties; to use the ideas submitted in any manner deemed to be in the best interests of the City, including, but not limited to, soliciting competitive submissions relating to such ideas; and/or to undertake the prescribed Work in a manner other than that which is set forth in this RFP.



- 3. The City reserves the right, at any time, to change any components, concepts, or approaches of this RFP and to modify or terminate this RFP at any point if it determines any such action is in its best interest.
- 4. The City reserves the right to approve all subcontractors engaged by the GC. The City further reserves the right to withdraw approval of subcontractors at any time during the course of the Project if the City determines it is in its best interest to do so.
- 5. All costs associated with responding to this RFP and any subsequent procurement are the sole responsibility of the respondents, and the City shall not reimburse respondents for any such costs.
- 6. The receipt of submissions during this RFP process will not obligate the City to enter into any contract at any time with any party.
- 7. The City may reject non-compliant submissions without evaluation but also has the right, in its sole discretion, to waive any noncompliance.
- 8. The City may conduct broad investigations with respect to the qualifications of respondents.
- 9. The City may conduct discussions, at any time, with one or more respondents, request additional information, receive questions from respondents, and provide answers as it deems appropriate.
- 10. They City may modify the schedule set forth herein in the City's sole discretion.
- 11. The City reserves the right to revise this RFP by issuing addenda to this RFP at any time before the deadline for submissions.
- 12. No contract awarded by the City shall be binding nor valid until fully executed by the parties and subject to any require legislative or other approval(s).



### **Submission Details**

Please Note: Late proposals will not be accepted. Also, a W-9 Federal Tax Form and Certificate of Insurance will be requested from the awarded vendor.

### **PRICING**

Vendors are rec	quested to pr	rovide pricing	in the follow	ing format:

\$
\$
\$
\$
\$



3. To aid with analysis of proposals, provide hourly breakdown of the above lump-sum fixed fee for all personnel roles associated with the project (including primary and secondary). \*\*\*Hourly rates may only increase by the inflation rate associated with Core CPI (Consumer Price Index), which is calculated and published by the United States Bureau of Labor Statistics.

<u>Personnel</u>	Hourly Rate	Number of Hours

### 4. Supplemental Pricing Information

\*\*Rates for services performed outside the scope of the aforementioned Project. Include any consultants in the section below \*\*

<u>Title</u>	Hourly Rate	Daily Rate	Weekly Rate	Yearly Rate	Overtime Rate/Hour



### **SUPPLEMENTAL INFORMATION**

**Exhibit A: Qualifications & Disclosures** 

Exhibit B: RFP Drawing Sets for Phase 2 schools as prepared by Tecton Architects

Exhibit C: PPSD 2022-2023 Academic Calendar

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate its 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 <u>NOT</u> 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:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- A certificate of insurance listing the City of Providence as an Additional Insured on a Primary, but not contributing basis.

Proposals received must be in strict accordance with guidelines as outlined in this request and the City's General Conditions of Purchase which are included herein.

All Respondents are advised to review all sections of this request thoroughly and to follow the instructions carefully. Failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.



### Academic Calendar 2022-2023

August 2022

We

3

10

17

(24)

31

Th

11

18

25

Fr 5

12

19

(26)

Мо

1

8

15

(22)

29

Tu

2

9

16

(23)

30

July 2022					
Мо	Tu	We	Th	Fr	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

October 2022					
Мо	Tu	We	Th	Fr	
3	4	5<	6	7	
_10<	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	
31					

January 2023						
Мо	Tu	We	Th	Fr		
2	3	4	5	6		
9	10	11	12	13		
16	17	18	19	20		
23	24	_ 25 _	26	27		
30	31					

April 2023					
Мо	Tu	We	Th	Fr	
3	4	5	6	7 <	
_10_	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	



2022 - 2023 School Calendar Overview

22 - 25 Teacher PD (School year begins for staff)



First / Last Day of School



No School

November 2022						
Мо	Tu	We	Th	Fr		
	1	2	3	4		
7	>8<	9	10	<u></u>		
14	15	16	17	18		
21	22	23<	24<	25<		
28	29	30				

February 2023						
Мо	Tu	We	Th	Fr		
		1	2	3		
6	7	_8 _	9	10		
13	14	15	16	17		
20	21	22_	_23_	24		
27	28					

May 2023					
Мо	Tu	We	Th	Fr	
1	2	3	4	5	
8	9	10	11	12	
15	16	_17 _	18	19	
22	23	24	25	26	
29<	30	31			

### <u>September</u>

5 - Labor Day (No School)

13 - Primary Election Day (No School)

26 - 27 Rosh Hashanah (No School)

#### <u>December</u>

23 - 30 Holiday Recess (No School)

### **February**

**November** 

<u>August</u>

26 - Orientation Day

29 - First Day of School

8 - Election Day (No School)

11 - Veteran's Day (No School)

23 - 25 Thanksgiving Recess (No School)

20 - President's Day (No School)

21-24 Winter Recess (No School)

19 - Juneteenth (No School)

21 - Last Day of School

#### <u>April</u>

7 - Good Friday (No School)

10 - 14 Spring Recess (No School)

21 - Eid al-Fitr (No School)

September 2022					
Мо	Tu	We	Th	Fr	
			1	2	
5<	6	7	8	9	
12	_13<	14	15	16	
19	20	_21_	22	23	
26	27_	28	29	30	

December 2022						
Мо	Mo Tu We Th Fr					
			1	2		
5	6	7	8	9		
12	13	_14 _	15	16		
19	20	21	22	23		
26	27<	28<	29<	30		

March 2023					
Мо	Tu	We	Th	Fr	
		1	2	3	
6	7	8	9	10	
13	14	_15 _	16	17	
20	21	22	23	24	
27	28	29	30	31	

June 2023					
Мо	Tu	We	Th	Fr	
			1	2	
5	6	7	8	9	
12	13	14	15	16	
19	20	21)	22	23	
26	27	28	29	30	



2-hour Early Dismissal + Staff **Professional Development** 

5 - Yom Kippur (No School)

10 - Indigenous Peoples Day (No School)

#### <u>January</u>

2 - New Years Observed (No School)

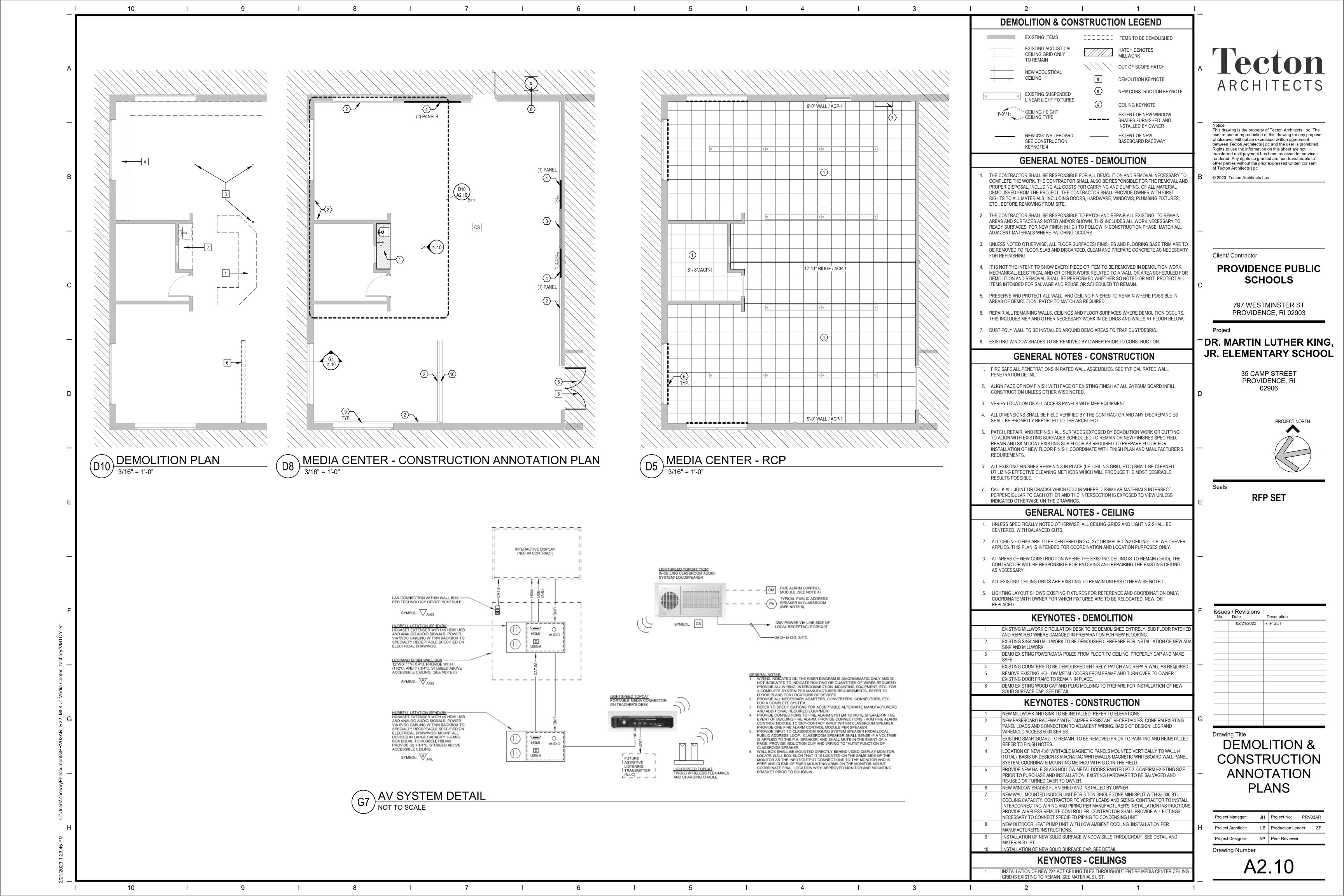
16 - MLK Day (No School)

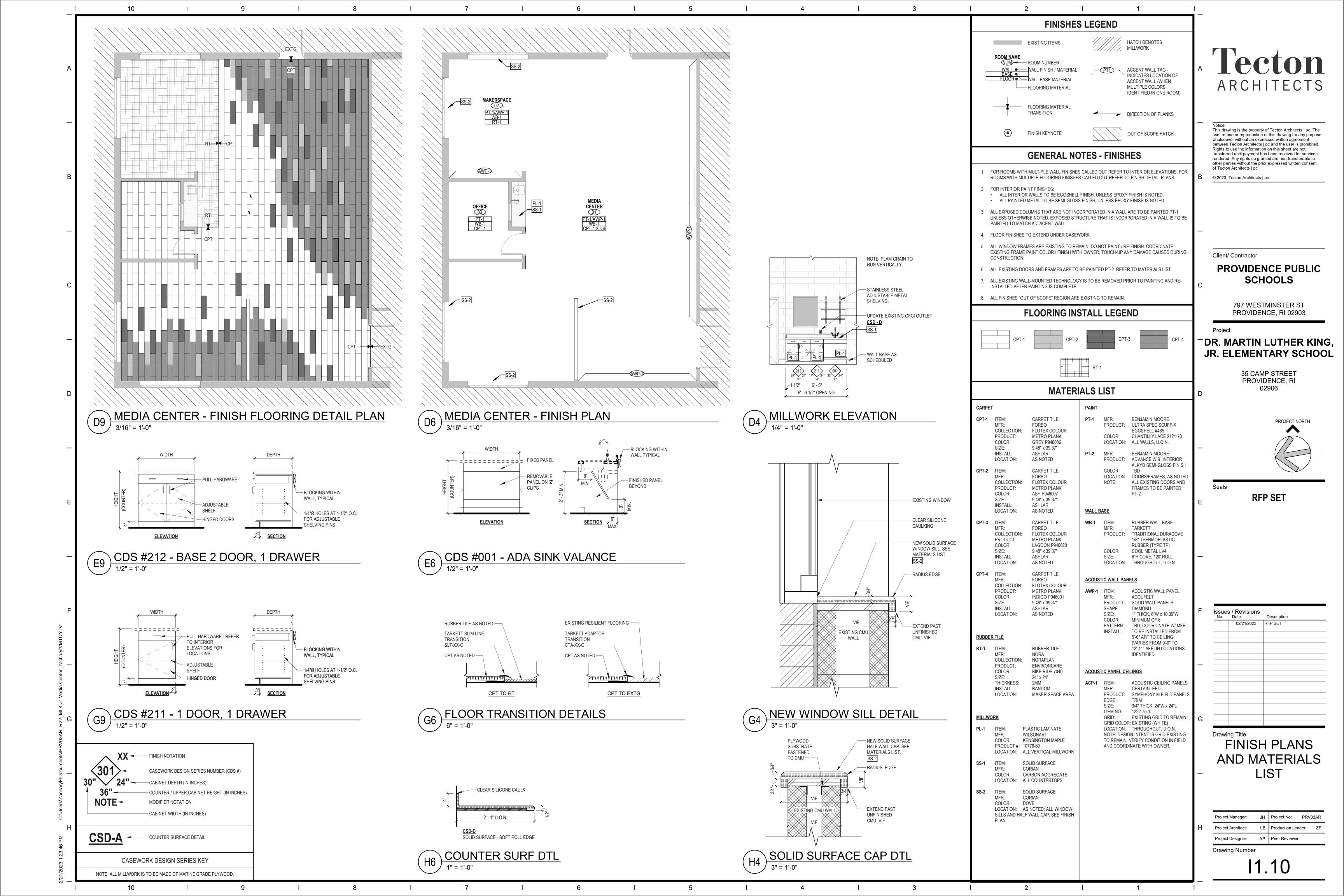
#### <u>May</u>

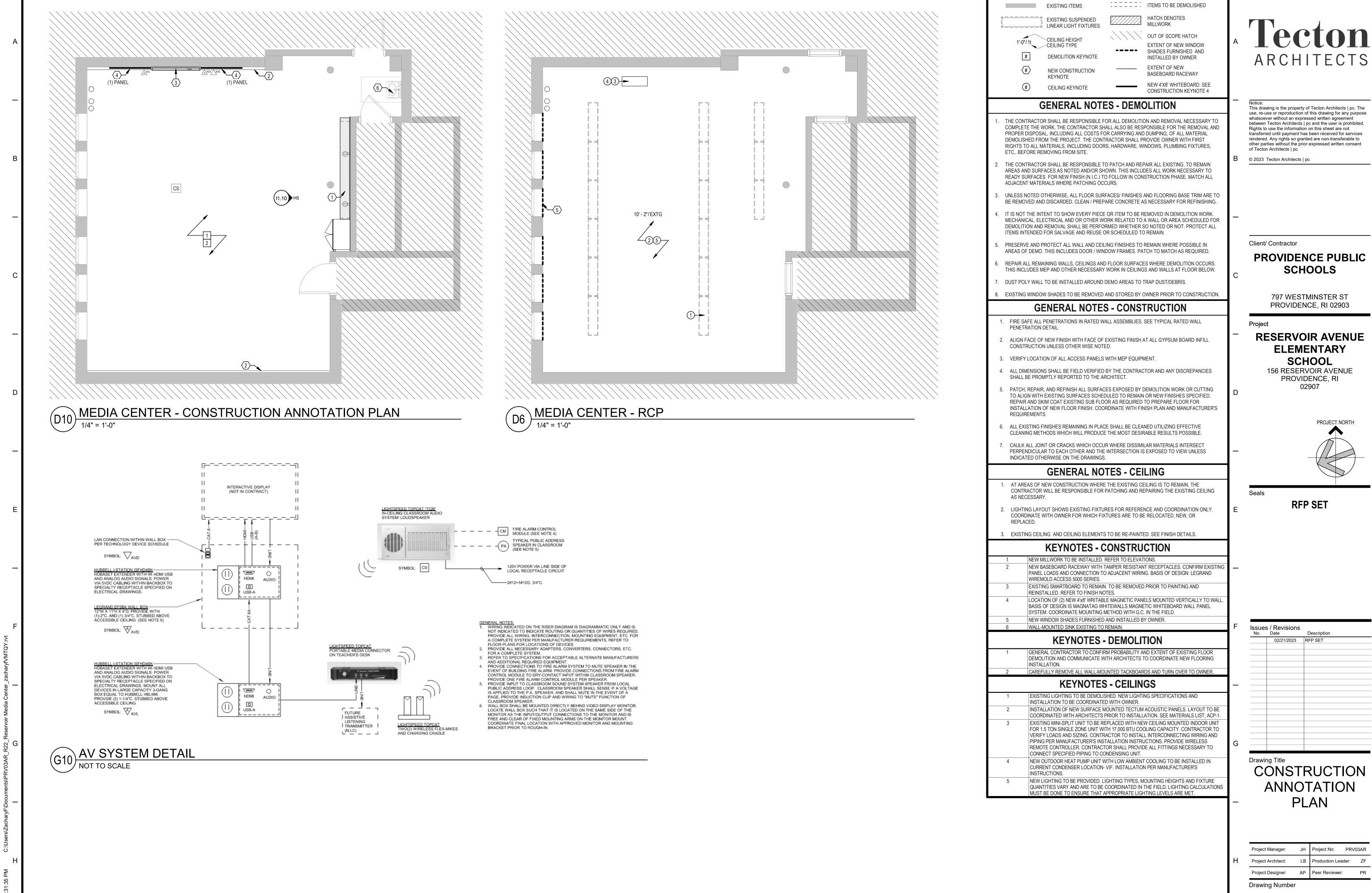
29 - Memorial Day (No School)

### **End of Quarter Dates**

November 4 January 20 April 6 June 16

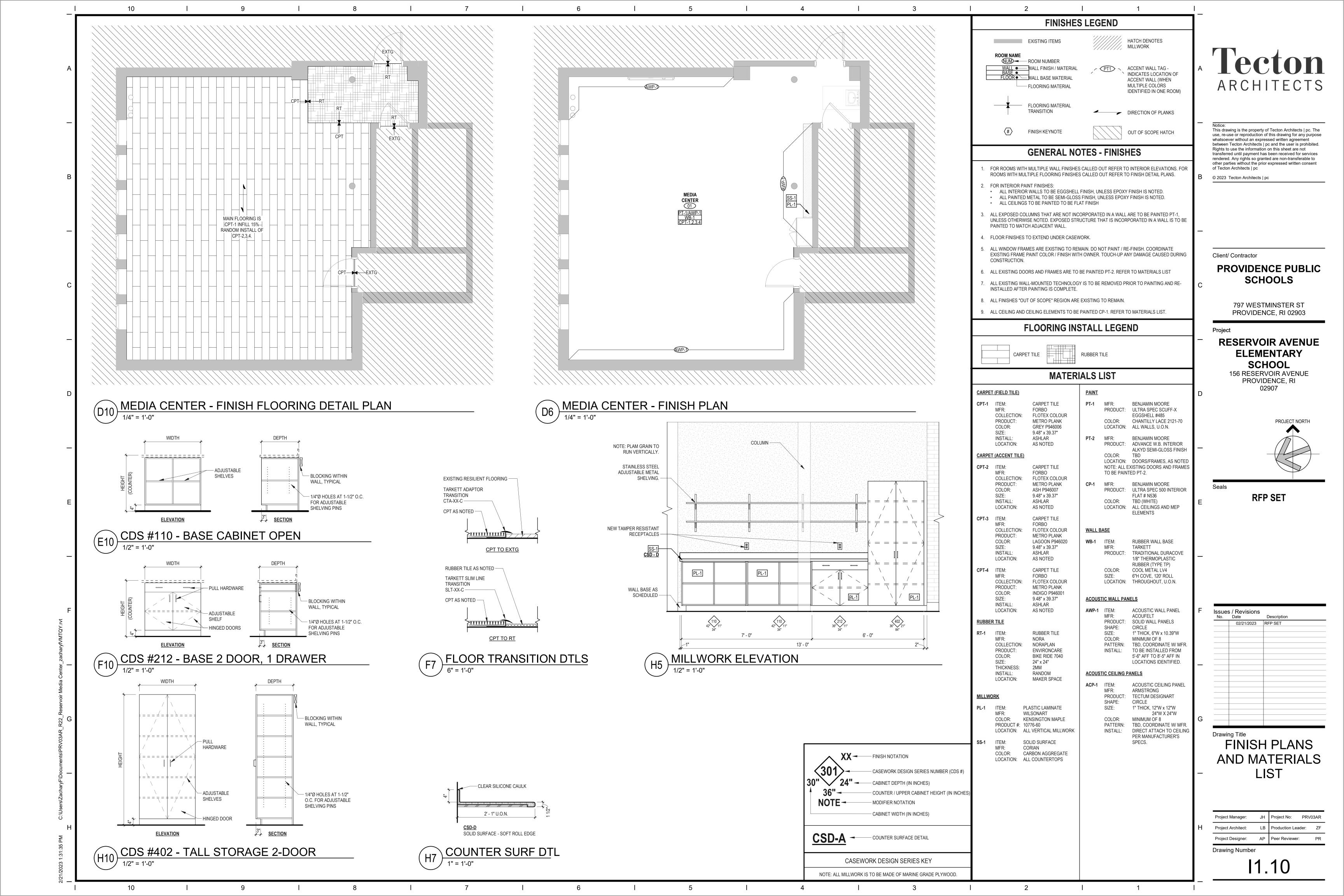


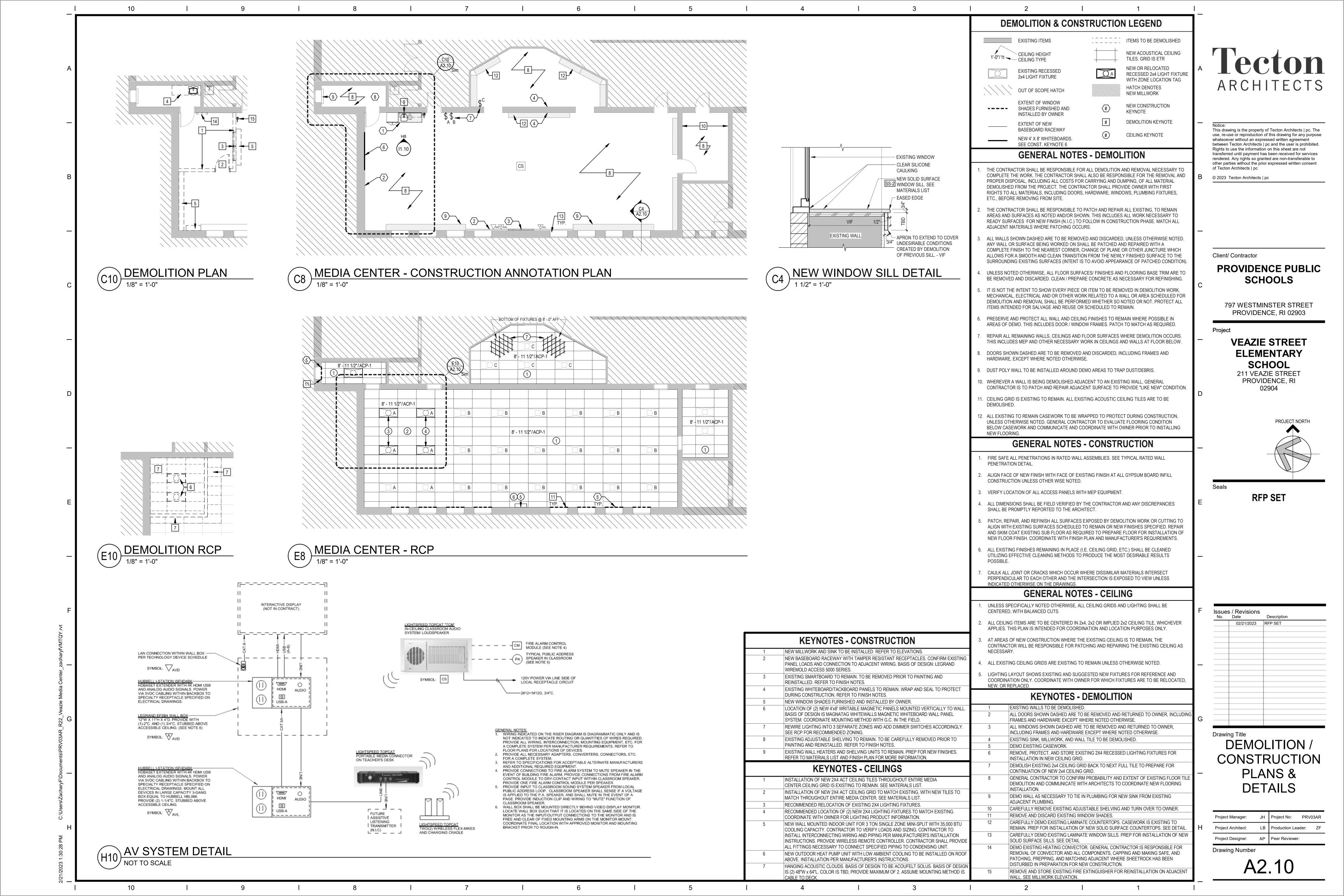


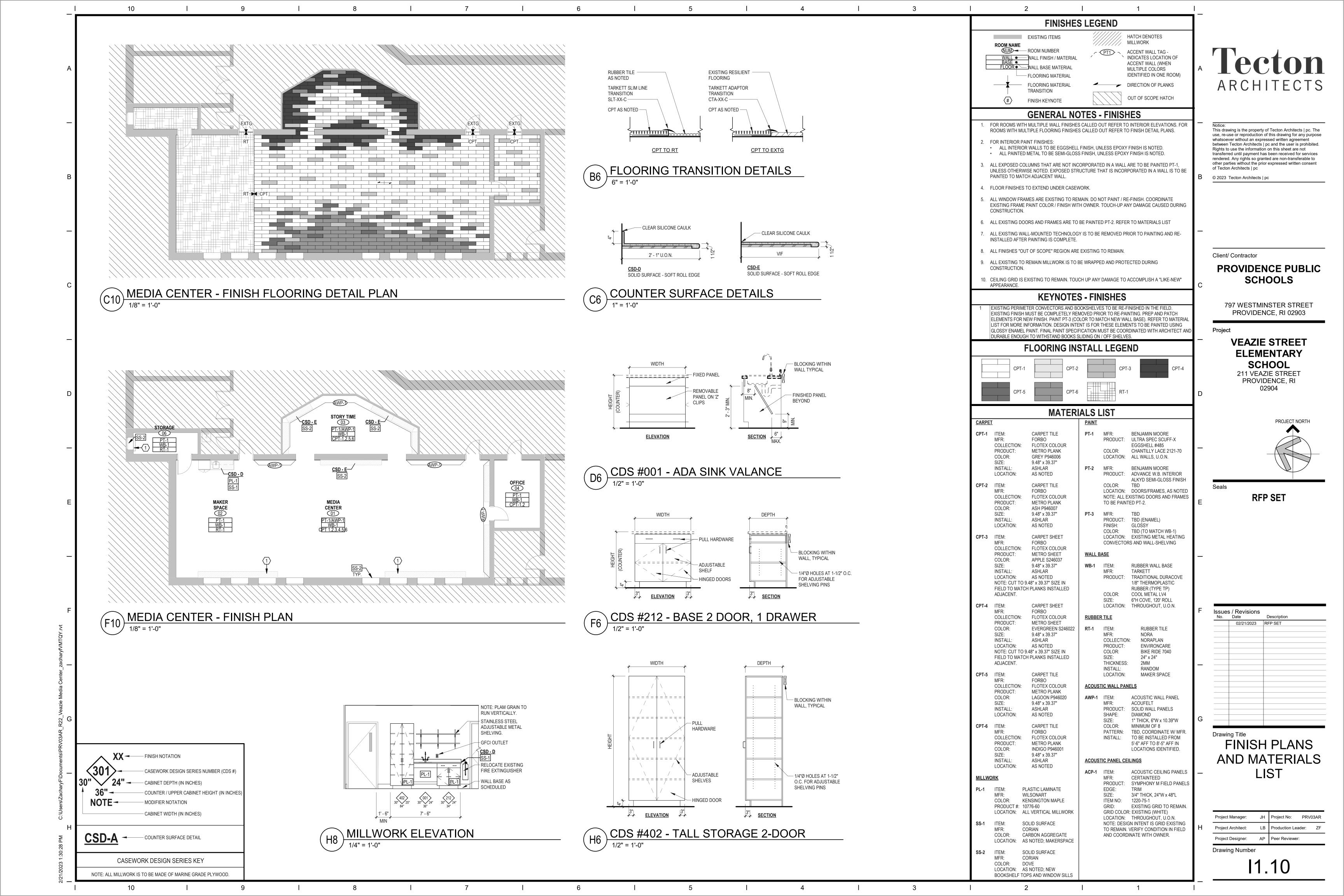


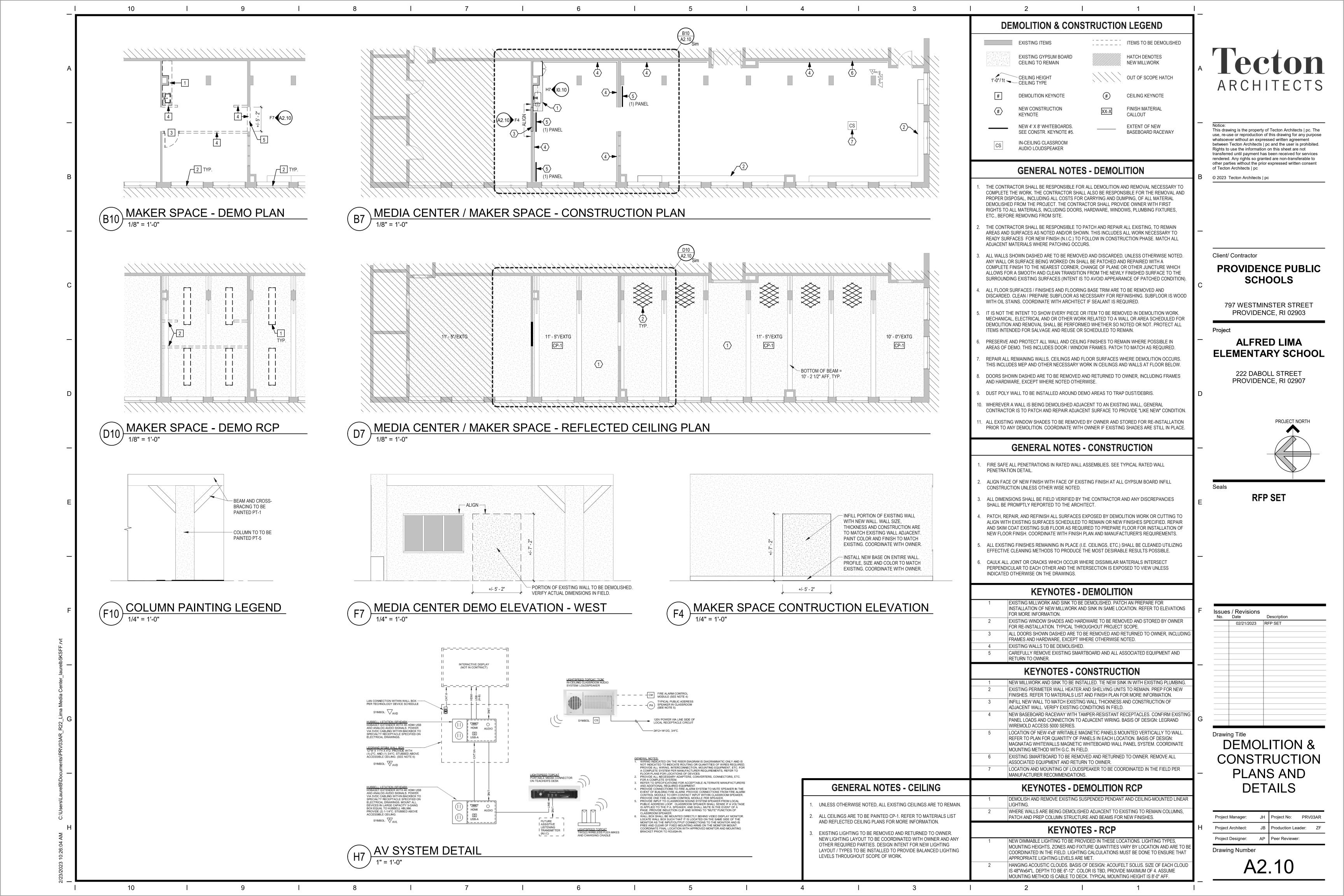
**DEMOLITION AND CONSTRUCTION LEGEND** 

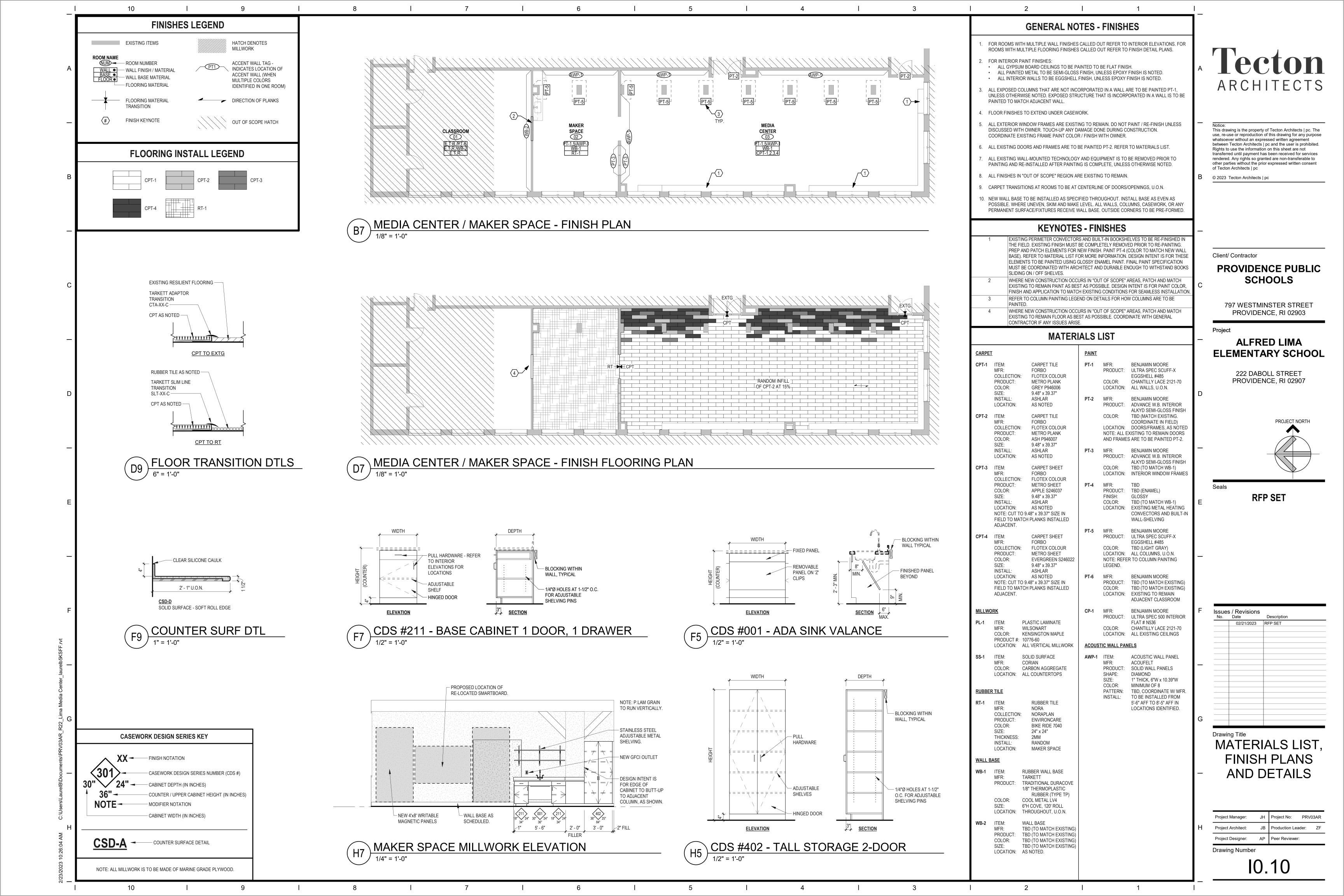
LB | Production Leader: ZF

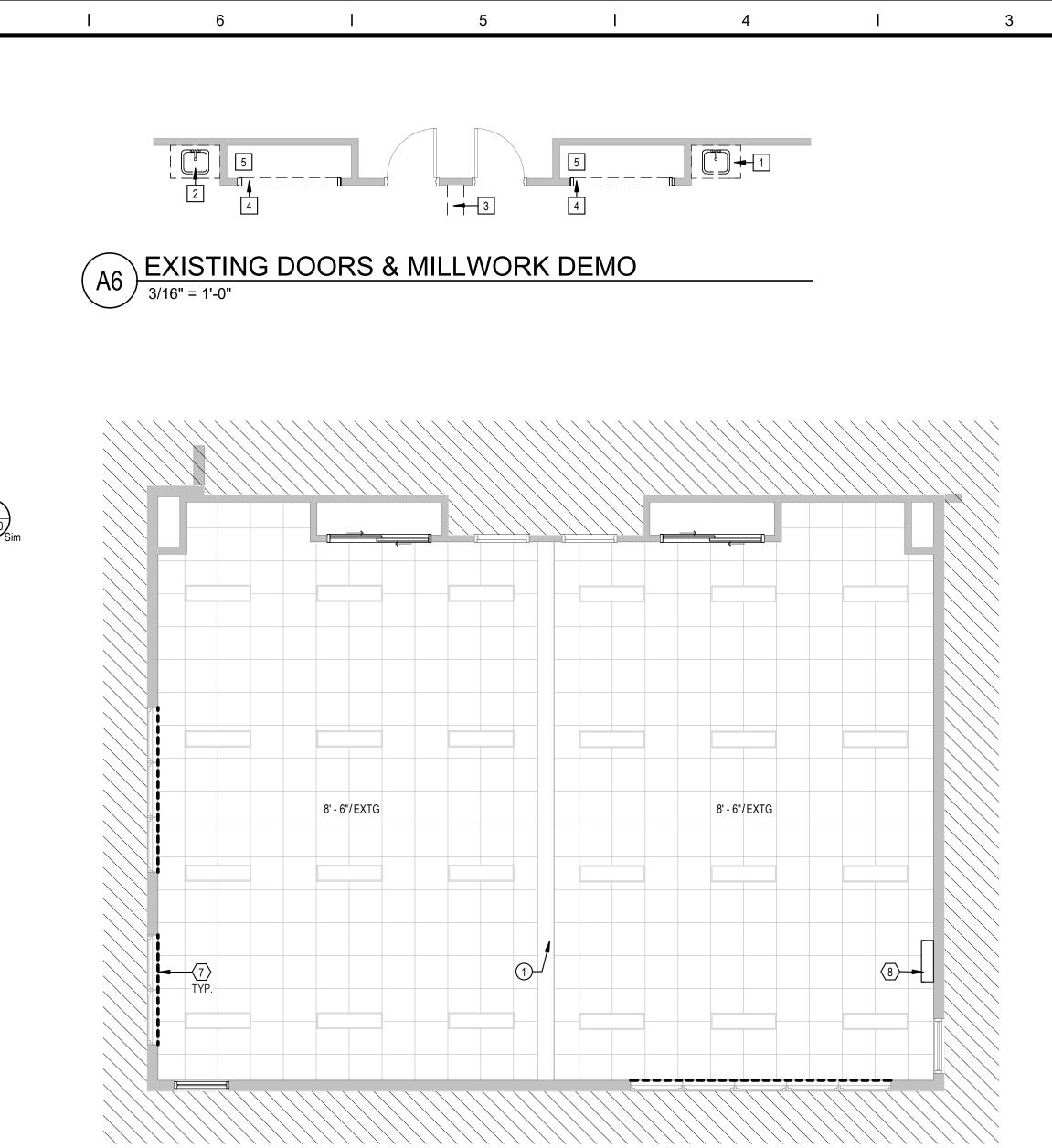












MEDIA CENTER - CONSTRUCTION ANNOTATION PLAN

9

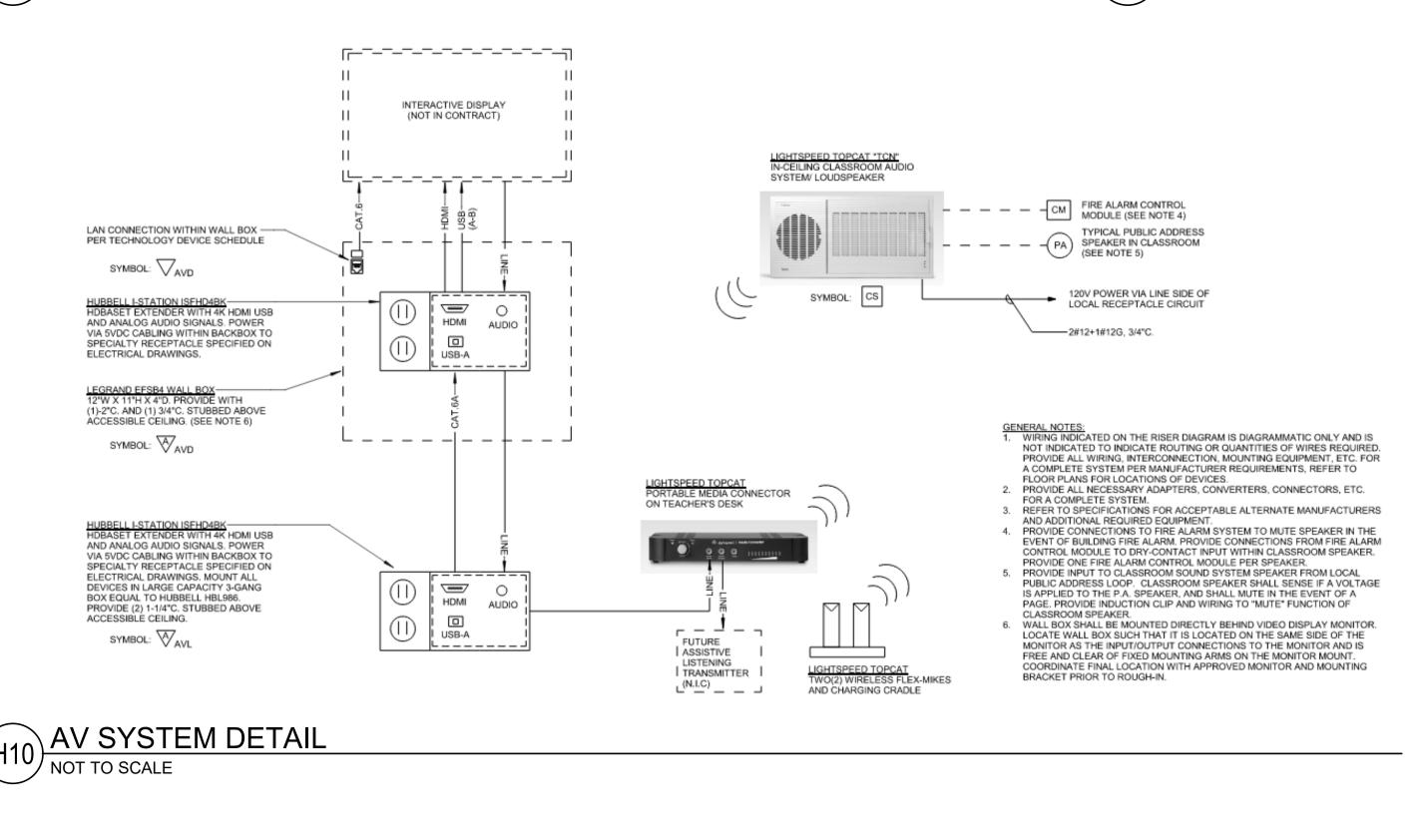
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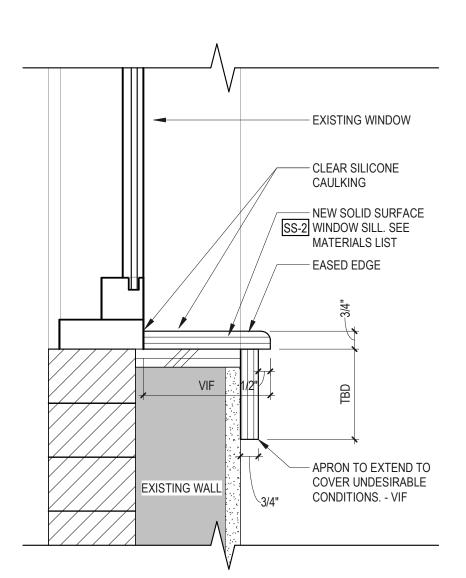
(11.10)

(2) PANELS

4

MEDIA CENTER - RCP





NEW WINDOW SILL DETAIL

CONFIRM CONTINUATION OF CEILING GRID FROM ROOM TO ROOM. POSSIBILITY OF CEILING GRID ADJUSTMENT DEPENDING ON EXISTING CONDITIONS. COMMUNICATE WITH OWNER

PROVIDE WIRELESS REMOTE CONTROLLER. CONTRACTOR SHALL PROVIDE ALL FITTINGS NECESSAR TO CONNECT SPECIFIED PIPING TO CONDENSING UNIT. **KEYNOTES - CEILINGS** NEW OUTDOOR HEAT PUMP UNIT WITH LOW AMBIENT COOLING. INSTALLATION PER MANUFACTURER'S INSTRUCTIONS INSTALLATION OF NEW SOLID SURFACE WINDOW SILLS THROUGHOUT. SEE DETAIL AND MATERIALS

ARCHITECTS

**DEMOLITION & CONSTRUCTION LEGEND** 

**GENERAL NOTES - DEMOLITION** 

PROPER DISPOSAL, INCLUDING ALL COSTS FOR CARRYING AND DUMPING, OF ALL MATERIAL

RIGHTS TO ALL MATERIALS, INCLUDING DOORS, HARDWARE, WINDOWS, PLUMBING FIXTURES,

THE CONTRACTOR SHALL BE RESPONSIBLE TO PATCH AND REPAIR ALL EXISTING, TO REMAIN AREAS AND SURFACES AS NOTED AND/OR SHOWN. THIS INCLUDES ALL WORK NECESSARY TO READY SURFACES FOR NEW FINISH (N.I.C.) TO FOLLOW IN CONSTRUCTION PHASE. MATCH ALL

ALL WALLS SHOWN DASHED ARE TO BE REMOVED AND DISCARDED, UNLESS OTHERWISE NOTED ANY WALL OR SURFACE BEING WORKED ON SHALL BE PATCHED AND REPAIRED WITH A COMPLETE FINISH TO THE NEAREST CORNER, CHANGE OF PLANE OR OTHER JUNCTURE WHICH ALLOWS FOR A SMOOTH AND CLEAN TRANSITION FROM THE NEWLY FINISHED SURFACE TO THE SURROUNDING EXISTING SURFACES (INTENT IS TO AVOID APPEARANCE OF PATCHED CONDITION)

UNLESS NOTED OTHERWISE. ALL FLOOR SURFACES/ FINISHES AND FLOORING BASE TRIM ARE TO BE REMOVED AND DISCARDED. CLEAN / PREPARE CONCRETE AS NECESSARY FOR REFINISHING.

IT IS NOT THE INTENT TO SHOW EVERY PIECE OR ITEM TO BE REMOVED IN DEMOLITION WORK.

MECHANICAL, ELECTRICAL AND OR OTHER WORK RELATED TO A WALL OR AREA SCHEDULED FOR

DEMOLITION AND REMOVAL SHALL BE PERFORMED WHETHER SO NOTED OR NOT. PROTECT ALL

PRESERVE AND PROTECT ALL WALL AND CEILING FINISHES TO REMAIN WHERE POSSIBLE IN AREAS OF DEMO. THIS INCLUDES DOOR / WINDOW FRAMES. PATCH TO MATCH AS REQUIRED.

REPAIR ALL REMAINING WALLS, CEILINGS AND FLOOR SURFACES WHERE DEMOLITION OCCURS.

THIS INCLUDES MEP AND OTHER NECESSARY WORK IN CEILINGS AND WALLS AT FLOOR BELOW.

CONTRACTOR IS TO PATCH AND REPAIR ADJACENT SURFACE TO PROVIDE "LIKE NEW" CONDITION.

DOORS SHOWN DASHED ARE TO BE REMOVED AND DISCARDED, INCLUDING FRAMES AND

DUST POLY WALL TO BE INSTALLED AROUND DEMO AREAS TO TRAP DUST/DEBRIS.

WHEREVER A WALL IS BEING DEMOLISHED ADJACENT TO AN EXISTING WALL, GENERAL

CEILING GRID IS EXISTING TO REMAIN. ALL EXISTING ACOUSTIC CEILING TILES ARE TO BE

12. EXISTING WINDOW SHADES TO BE REMOVED AND STORED BY OWNER PRIOR TO CONSTRUCTION.

**GENERAL NOTES - CONSTRUCTION** 

FIRE SAFE ALL PENETRATIONS IN RATED WALL ASSEMBLIES. SEE TYPICAL RATED WALL

ALIGN FACE OF NEW FINISH WITH FACE OF EXISTING FINISH AT ALL GYPSUM BOARD INFILL

4. ALL DIMENSIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND ANY DISCREPANCIES SHALL

PATCH, REPAIR, AND REFINISH ALL SURFACES EXPOSED BY DEMOLITION WORK OR CUTTING TO ALIGN WITH EXISTING SURFACES SCHEDULED TO REMAIN OR NEW FINISHES SPECIFIED. REPAIR

AND SKIM COAT EXISTING SUB FLOOR AS REQUIRED TO PREPARE FLOOR FOR INSTALLATION OF NEW FLOOR FINISH. COORDINATE WITH FINISH PLAN AND MANUFACTURER'S REQUIREMENTS.

ALL EXISTING FINISHES REMAINING IN PLACE (I.E. CEILING, DOORS ETC.) SHALL BE CLEANED UTILIZING EFFECTIVE CLEANING METHODS TO PRODUCE THE MOST DESIRABLE RESULTS POSSIBLE

**GENERAL NOTES - CEILING** 

UNLESS OTHERWISE NOTED, ALL EXISTING CEILING GRID, CEILING TILE, AND LIGHT FIXTURES ARE

ALL CEILING ITEMS ARE TO BE CENTERED IN 2x4, 2x2 OR IMPLIED 2x2 CEILING TILE, WHICHEVER APPLIES. THIS PLAN IS INTENDED FOR COORDINATION AND LOCATION PURPOSES ONLY.

AT AREAS OF DEMOLITION AND NEW CONSTRUCTION WHERE THE EXISTING CEILING IS TO REMAIN, THE CONTRACTOR WILL BE RESPONSIBLE FOR PATCHING AND REPAIRING THE EXISTING CEILING

LIGHTING LAYOUT SHOWN FOR COORDINATION AND REFERENCE ONLY. COORDINATE WITH OWNER

**KEYNOTES - DEMOLITION** 

EXISTING SINK AND MILLWORK TO BE DEMOLISHED. PREPARE FOR INSTALLATION OF NEW ADA SINK

4 EXISTING HOLLOW METAL FRAME TO BE DEMOLISHED IN PREPARATION FOR INSTALLATION OF NEW

CAREFULLY REMOVE, PROTECT, AND STORE EXISTING ADJUSTABLE SHELVING SYSTEMS PRIOR TO

GENERAL CONTRACTOR TO CONFIRM PROBABILITY AND EXTENT OF FLOORING DEMOLITION AND

**KEYNOTES - CONSTRUCTION** 

ALL PERIMETER HEATING ELEMENTS ARE EXISTING TO REMAIN. REPAIR/CONCEAL ANY ELEMENTS

NEW BASEBOARD RACEWAY WITH TAMPER RESISTANT RECEPTACLES TO BE INSTALLED DIRECTLY

EXISTING SMARTBOARD TO REMAIN. TO BE REMOVED PRIOR TO PAINTING AND REINSTALLED. REFER

TO FINISH NOTES. ADJACENT CHALKBOARDS TO BE REMOVED AND RETURNED TO OWNER PRIOR TO

LOCATION OF NEW 4'x6' WRITABLE MAGNETIC PANELS MOUNTED VERTICALLY TO WALL (4 TOTAL). BASIS OF DESIGN IS MAGNATAG WHITEWALLS MAGNETIC WHITEBOARD WALL PANEL SYSTEM.

PROVIDE NEW HOLLOW METAL DOOR FRAME AND SLIDING CLOSET DOORS PAINTED PT-2 TO MATCH EXISTING FRAMES. CONFIRM EXISTING OPENING SIZES PRIOR TO PURCHASE AND INSTALLATION.

NEW WALL MOUNTED INDOOR UNIT FOR 3 TON SINGLE ZONE MINI-SPLIT WITH 35,000 BTU COOLING

INTERCONNECTING WIRING AND PIPING PER MANUFACTURER'S INSTALLATION INSTRUCTIONS.

CAPACITY. CONTRACTOR TO VERIFY LOADS AND SIZING. CONTRACTOR TO INSTALL

ABOVE EXISTING HEAT CONVECTOR. CONFIRM EXISTING PANEL LOADS AND CONNECTION TO

ADJACENT WIRING. BASIS OF DESIGN: LEGRAND WIREMOLD ACCESS 5000 SERIES.

MODIFIED OR EXPOSED DURING WALL DEMOLITION. PREP FOR NEW FINISHES. REFER TO MATERIALS

COMMUNICATE WITH OWNERS TO COORDINATE NEW FLOORING INSTALLATION.

CAULK ALL JOINT OR CRACKS WHICH OCCUR WHERE DISSIMILAR MATERIALS INTERSECT PERPENDICULAR TO EACH OTHER AND THE INTERSECTION IS EXPOSED TO VIEW UNLESS

ITEMS INTENDED FOR SALVAGE AND REUSE OR SCHEDULED TO REMAIN

DEMOLISHED FROM THE PROJECT. THE CONTRACTOR SHALL PROVIDE OWNER WITH FIRST

EXISTING ITEMS

1'-0"/1t CEILING TYPE

CEILING HEIGHT

1X4 LIGHT FIXTURE

OUT OF SCOPE HATCH

EXTENT OF WINDOW

SHADES FURNISHED AND

INSTALLED BY OWNER

BASEBOARD RACEWAY

EXTENT OF NEW

ETC., BEFORE REMOVING FROM SITE.

ADJACENT MATERIALS WHERE PATCHING OCCURS.

HARDWARE, EXCEPT WHERE NOTED OTHERWISE

CONSTRUCTION UNLESS OTHER WISE NOTED.

INDICATED OTHERWISE ON THE DRAWINGS.

FOR WHICH FIXTURES ARE TO BE RELOCATED OR NEW

EXISTING SINK AND MILLWORK TO BE DEMOLISHED.

CONSTRUCTION AND PREPARE FOR REINSTALLATION.

LIST AND FINISH PLAN FOR MORE INFORMATION.

NEW MILLWORK AND SINK TO BE INSTALLED. REFER TO ELEVATIONS

COORDINATE MOUNTING METHOD WITH G.C. IN THE FIELD.

NEW WINDOW SHADES FURNISHED AND INSTALLED BY OWNER

EXISTING WALL TO BE DEMOLISHED.

SLIDING CLOSET DOORS AND FRAME.

AS NECESSARY.

AND MILLWORK

VERIFY LOCATION OF ALL ACCESS PANELS WITH MEP EQUIPMENT.

DEMOLISHED.

PENETRATION DETAIL.

EXISTING CEILING MOUNTED

ITEMS TO BE DEMOLISHED

MILLWORK

KEYNOTE

EXISTING ACOUSTICAL

NEW CONSTRUCTION

DEMOLITION KEYNOTE

NEW 4' X 8' WHITEBOARDS

SEE CONST. KEYNOTE 5

CEILING KEYNOTE

CEILING TO REMAIN HATCH DENOTES

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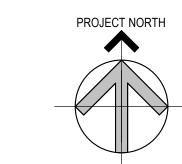
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Seals

**RFP SET** 

Issues / Revisions No. Date

Drawing Title DEMOLITION / CONSTRUCTION **ANNOTATION PLANS** 

Project No: PRV03AR Project Manager: LB | Production Leader: ZF Project Architect: Project Designer: AP Peer Reviewer:

**Drawing Number** 

