

# **REQUEST FOR PROPOSALS**

Item Description: PVD Young Makers Initiative - Service Provider - 1 Year Contract with 1 one-year option

Date to be opened: Monday May 22, 2023

**Issuing Department: Department of Art, Culture and Tourism** 

#### **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 Email: purchasing@providenecri.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.

o Phone: (401) 680-5766

- o 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, Micah Salkind, Deputy Director. Questions must be submitted prior to May 15, 2023 at 12:00 P.M. Answers will be publicly posted and shared by May 18, 2023.
  - o Phone: (401)-680-5774
  - o Email: msalkind@providenceri.gov
    - Please use the subject line "PVD Young Makers Initiative"
  - o FAQ

#### **Pre-bid Conference**

Applicants are strongly encouraged to participate in a <u>virtual Pre-bid Conference</u> hosted on Microsoft Teams on Thursday, May 18<sup>th</sup>, 2023 from 11:00 A.M. to 12:00 P.M. All questions and answers discussed at the Pre-bid Conference will be added to the FAQ.



#### 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 Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit 2 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).
- 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 recycle it for use in this bid</u>.
- 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, <u>if requested</u> (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 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.
- 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 2 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.)



#### **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</u>   |
|----|---|
|    | 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 <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 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) X 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.



#### **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 na | me 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):                                      | <u> </u>  |
| Total Amount in Writing*:  |   |
| Total Amount in Figures*:  |   |
| Use additional pages if necessary for additional bidding details.            |   |
|  |   |
|  |   |
|  | Signature of Representation                                 |
|  |   |
|  |   |
|  |   |

Title



### **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

| Upon behalf of   |   | (Firm or Individual Bidding),  |  |
|--|---|--|--|
| I,   |   | (Name of Person Making Certification),   |  |
| bei  | ng its  | (Title or "Self"), hereby certify that:  |  |
| 1.   | Bidder does not unlawfully discriminate orientation and/or religion in its business | on the basis of race, color, national origin, gender, sexual 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 af   | firm by signing below that I am duly auth   | orized on behalf of Bidder, on   |  |
| this   | day of  | 20   |  |
|  |   | Signature of Representation  |  |
|  |   | Printed Name   |  |



### **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   |
| unders         | standing that:  |  |
| 1.             | (RFQ's), documents contained w  | equests for Proposals (RFP's) and Requests for Qualification in, and the details outlined on those documents become public k's office and opening at the corresponding Board of Contract   |
| 2.             | effort to request that sensitive/per  | issuing department for this RFP/RFQ have made a conscious nal information be submitted directly to the issuing erification of specific details is critical the evaluation of a   |
| 3.             |   | ation may be crucial to evaluating bids. Failure to provide cation, or an inability to appropriately evaluate bids.  |
| 4.             | If sensitive information that has a defined supplemental information submitted to the City Clerk, the C | been requested is enclosed or if a bidder opts to enclose the rior to the issuing department's request in the bidding packet y of Providence has no obligation to redact those details and e information becoming public record. |
| 5.             | The City of Providence observes the bidding packet may not be su  | public and transparent bidding process. Information required in nitted directly to the issuing department at the discretion of the rmation, such as pricing terms, from becoming public. Bidders                                 |
| I affir        | m by signing below that I am duly   | thorized on behalf of Bidder, on   |
| this           | day of  |  |
|                |   |  |
|                |   | Signature of Representation  |
|                |   |  |

Printed Name



#### **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: In addition to the MBE/WBE Participation Affidavit, 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:**

- a) 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.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<a href="http://odeo.ri.gov/offices/mbeco/mbe-wbe.php">http://odeo.ri.gov/offices/mbeco/mbe-wbe.php</a>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the MBE/WBE Participation Affidavit Form.
- e) Waivers will be considered for approval on a case-by-case basis.



#### **Verifying MBE/WBE Certification**

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on 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/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 request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>. This form is not submitted as a part of the initial bid package. For contracts with durations 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, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>. 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:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a> or (401) 680-5766.



### MBE/WBE PARTICIPATION AFFIDAVIT

| Project /Item Description (as seen on RFP):  |  |  |  |
|--|--|--|--|
| Prime Bidder:Company Name, Address and Tra   | Contact Email and Phone  |  |  |
|  |  |  |  |
| Which one of the following description with the State of Rho   | bes your business' status in terms of Minority and/or Woman-Owned Business Enterprise de Island?MBEWBENeither MBE nor WBE  |  |  |
| representative of contractor, I multiple is the policy of the City of Provides the maximum opportunity to  | dence that minority business enterprises (MBEs) and women business enterprises (WBEs) should participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 aces and Chapter 31-14 <i>et seq</i> . of the Rhode Island General Laws (as amended), MBE and WBE   |  |  |
| The goal for   | Vomen's Business Enterprise (WBE) participation is 10% of the total bid value.   |  |  |
| If awarded the contract, I understa<br>Providence (MBE/WBE Office),<br>goals and other requirements of the | nd that my company must submit to the Minority and Women's Business Coordinator at the City of opies of all executed agreements with the subcontractor(s) being utilized to achieve the participation of RI General Laws. I understand that these documents must be submitted prior to the issuance  |  |  |
| I understand that, if awarded the required by the MBE/WBE Off contract. Initial                            | e contract, my firm must submit to the MBE/WBE Office canceled checks and reports ce on a quarterly basis verifying payments to the subcontractors(s) utilized on the  |  |  |
| that I must substitute another certification   | fied MBE and WBE firm(s) to meet the participation goals. <u>I understand that I may not make a</u>  |  |  |
| If awarded this contract, I unde records and files of my firm fro  | 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.  Renowledge the City of Providence's goals of supporting MBE/WBE certified businesses. Initial  warded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of vidence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation is and other requirements of the RI General Laws.  I understand that these documents must be submitted prior to the issuance notice to proceed. Initial  I |  |  |
|  |  |  |  |
| Signature of Bidder  | Printed Name   |  |  |
| Company Name   | <br>Date   |  |  |



### **BOARD OF CONTRACT AND SUPPLY**

CITY OF PROVIDENCE, RHODE ISLAND

### SUBCONTRACTOR DISCLOSURE FORM

| Fill out this form only if you WILL   |                         | ACT with   | other parties.                          | If you will not subco   | ontract any portion of the     |
|---|-------------------------|------------|---|-------------------------|--------------------------------|
| proposed bid, do not fill out this for  |                         |            | Primary NAI                             | CS                      |                                |
| rime Bidder:<br>Code:   |                         |            | _ I I I I I I I I I I I I I I I I I I I | C3                      |                                |
| tem Description (as seen on RFP):   |                         |            |   |                         |                                |
| 1 ( / _   |                         |            |   |                         |                                |
| lease list all Subcontractors below the dollar amount to be subcontracted the ertified MBE/WBE firms is located at ttps://www.naics.com/search/ | . Please check          | off MBE a  | and WBE where                           | e applicable. The dire  |                                |
| Proposed Subcontractor  | MBE                     | WBE        | Primary<br>NAICS<br>Code                | Date of<br>Mobilization | \$ Value of Subcontract        |
|   |                         |            |   |                         | \$                             |
|   |                         |            |   |                         | \$                             |
|   |                         |            |   |                         | \$                             |
|   |                         |            |   |                         | \$                             |
|   |                         |            |   |                         | \$                             |
|   |                         |            |   |                         | \$                             |
| A. MBE SUBCONTRACTED AN   | MOUNT:                  |            |   |                         | \$                             |
| B. WBE SUBCONTRACTED AN   | MOUNT:                  |            |   |                         | \$                             |
| C. NON-MBE WBE SUBCONTE   | RACTED AM               | OUNT:      |   |                         | \$                             |
| D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:  |                         |            | s                                       |                         |                                |
| E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):   |                         |            | \$                                      |                         |                                |
| F. PERCENTAGE OF BID SUBO<br>(Divide the sum of A and B by E  |                         |            |   | Es.                     |                                |
| Please read and initial the following st<br>warded to MBE or WBE vendors is l<br>VBE, you must fill out the MBE/W<br>Outreach Director. Initial | ess than 20% (BE WAIVER | Box (F) an | d the prime co                          | ontractor is NOT a Rh   | ode Island State-certified MBE |
| Signature of Bidder   |                         |            | Printed Name                            |                         |                                |



### **MBE/WBE Waiver Request Form**

Fill out this form only if you 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. **In case a waiver is need it City Department Directors should not** recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

| Prime Bidder:   | (                                    | Contact Email and Phone       |   |  |  |  |
|---|--------------------------------------|-------------------------------|---|--|--|--|
| Company Name, Address:  |                                      | Trade                         |   |  |  |  |
| Prime Bidder: Contact Email and Phone Company Name, Address: Trade Project /Item Description (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 wi whom you interacted, and the reason the MBE/WBE company could not participate on this project. |                                      |                               |   |  |  |  |
| MBE/WBE Company<br>Name   | Individual's Name                    | Company Name                  | Why did you choose not to work with this company?   |  |  |  |
|   |                                      |                               |   |  |  |  |
|   |                                      |                               |   |  |  |  |
|   |                                      |                               |   |  |  |  |
|   |                                      |                               |   |  |  |  |
|   |                                      |                               |   |  |  |  |
| waiver of % MBE/WBE   | (20% minus the value of <b>Box</b> ) | F on the Subcontractor Disclo | of the total bid value. I am requesting osure Form). If an opportunity is effort will be made to select MBE/W |  |  |  |
| Signature of Prime Contractor / or<br>Date Signed   | Duly Authorized Representati         | ve Prin                       | ted Name  |  |  |  |



#### **BID PACKAGE SPECIFICATIONS**

#### **Background**

The City of Providence ("City") invites all interested, qualified provider(s) ("Proposer(s)") to submit proposals to provide operations and services for the PVD Young Makers ("Young Makers") program on behalf of the City in accordance with the terms, conditions, and scope of work identified in this Request for Proposal (RFP").

As the "Creative Capital," the City of Providence has a national reputation as a hub for maker activity. In order to promote equity and increase young people's access to local maker experts, spaces, and tools, the City launched the **PVD Young Makers Initiative** in 2018 with its nine community libraries and the state library. PVD Young Makers has focused on expanding young people's access to advanced digital tools and maker culture across the city. In addition to exposing kids to exciting technologies, this initiative has bolstered STEAM (Science, Technology, Engineering, Arts, and Math) learning, promoted creativity and positive youth development, and prepared young people for the 21<sup>st</sup> century global workforce.

The services to be furnished pursuant to this RFP may include, but are not limited to, the following as needed:

- 1. Provide staffing for scheduled programming;
- 2. Allocate funding to purchase materials for, and provide ongoing maintenance of, all tools used for the program including, but not limited to laser cutters, 3D printers, microcontrollers, and other technologies.

#### **Funding Availability**

The total funding request from a single vendor through this RFP can be up to \$90,000 in year one and \$60,000 in year two, contract extension pending. Funding for the FY2024 and FY2025 PVD Young Makers program is contingent upon approval by the Providence City Council and subject to reductions. The City is accepting bids from either single providers or single providers with collaborators who will operate as sub-contractors to operate this initiative. The budget outlined in your bid should include the cost of both technology and programming to make this initiative successful. The City of Providence will not be responsible for the purchase and maintenance of the technology utilized for the program. At the end of the contract term, the City may seek a buyout as outlined in Section 7- Budget if the City chooses to keep the technology.

#### **Eligibility Requirements**

#### **Qualified Applicants:**

- Established community-based organizations
- Private non-profit agencies/institutions
- Educational Institutions
- Independent Contractors

#### **Multiple Applicants:**

Proposer(s) that apply together in one proposal must provide a Partnership Work Plan which will outline who the primary applicant (i.e. Prime Contractor) will be and who will serve as a subcontractor(s). Primary



applicants are expected to serve as the fiscal agent for this proposal and will designate a project manager. If two or more entities are applying as a joint proposal, please demonstrate clear division of work and how you will determine the responsibilities of each subcontractor on this project. Partnerships between two or more entities will be awarded extra points in the rubric.

#### **Program Requirements:**

#### **Reporting Requirement:**

Service providers chosen through this RFP will be required to report on quarterly statistics and provide an annual report regarding overall progress at the end of each program year for as long as the service has been contracted. Reports may include, but not be limited to: number of youth served, skills mastery of youth served, program highlights, feedback and improvements, etc. Reporting requirements will be developed in conjunction with the selected vendor.

#### **Timeline:**

The Program will begin July 1, 2023 and extend through June 30, 2024, with the possibility of contract extension thereafter.

#### **Partnerships:**

PVD Young Makers has flourished through a dynamic set of partnerships between the current service provider and four primary partner organizations. The City of Providence seeks a program partner that will maintain these partnerships with Providence Community Libraries and the Providence Public Library. Successful applicants will have existing partnerships or be able to demonstrate that they are able and willing to partner with these entities by securing letters of support from each partner.

#### **Board Representation:**

The successful bidder may be asked to include a City of Providence representative on their board in an ex-officio capacity. The details of this arrangement will be worked out in the contracting process.

#### **Maintenance of Tools and Equipment:**

A major part of this initiative will focus on maintaining youth and community access to advanced digital tools. Providers will be expected to maintain access to the appropriate tools and technologies needed for their program and will be responsible for the upkeep and updating of these assets during the length of their contract with the City of Providence as well as for restocking the consumables necessary to keep them operable. The City of Providence may seek a buyout as outlined in Section 7- Budget if the City chooses to keep the technology.

#### **Program Design: Major Elements**

The proposed Young Makers Initiative must serve Providence youth until June 30, 2024, with a possibility of a contract extension thereafter. We are seeking a provider to maintain a program that allocates a small portion of funds directly to technology such as laser cutters, 3D printers, microcontrollers, and other technologies, and a large portion of funds to direct implementation of a far-reaching youth program that will remain free for all



participants. Organizations may include combinations of different types of programming to meet these goals including: drop-in afterschool activities, enrollment-based programs, and professional development for educators to incorporate programming into classroom learning.

Development of activities and learning sites will be judged based on the quality of the experience that they provide to youth. A high-quality site is one that:

- Incorporates mastery-based learning in academic, technical, and youth-development skillsets by:
  - o Creating a clear roadmap for youth to track progress and master concepts/skills;
  - O Aligning activities and curriculum with STEAM Academic standards, including Common Core standards and Next Generation Science Standards;
  - O Advocating for a growth-mindset that encourages persistence, experimentation and challenge seeking and allows for mistakes to drive learning; and
  - O Developing skill-building activities that begin from a perspective of youth strengths, interests, and preferences.
- Creates opportunities for diverse Providence youth to learn and utilize advanced technology by:
  - o Exposing them to digital tools and their application in real-world problem-solving;
  - o Encouraging them to engage in new forms of thinking, including computational thinking, through the use of these tools; and
  - O Empowering them to develop their creative practice through hands-on training relevant to global workforce.
- Fosters a hub for youth makers that engages with the broader community of STEAM leaders and makers in Providence and Rhode Island by:
  - O Building strong learning communities, between adults and youth, to learn from one another and solve problems within our community;
  - O Cultivating youth understanding of STEAM and maker career opportunities by connecting them to professionals in these fields; and
  - O Creating and growing professional development opportunities for educators throughout Providence but with a particular focus on Turnaround Arts: Providence partner schools, Roger Williams Middle School, DelSesto Middle School, and Gilbert Stuart Middle School, who would like to embrace maker cultures in their classrooms.

#### **Questions and Supplemental Documentation**

Please provide succinct answers to the questions in each section and provide the supplemental documentation requested. Please note that each category may have multiple sub-questions. Sub-questions (ordered *a*, *b*, *c*, etc.) may either be answered individually or together as one narrative.

1. Program Design (20 Points)

Please describe your vision for the PVD Young Makers Initiative and how you expect the program



to become sustainable without solely relying on public funding.

#### 2. Programmatic Content (20 Points)

- A. Describe each component of programming that you intend to offer through this award. Include targeted populations and age groups, duration, objectives, activities and curriculum of each component.
- B. What role would youth have in influencing the curriculum/program design? How would the program respond to changing interests and priorities of participating and target youth?
- C. Describe the learning environment that you will create through your program design. What are the key skills that youth will gain? How will they demonstrate mastery of these skills?

#### 3. Outreach (20 Points)

- A. How will you ensure equitable representation of Providence youth in this program? Please provide specific examples of how you would recruit populations who are underrepresented in STEAM fields.
- B. How do you intend to work with parents, the City of Providence, and Providence Public Libraries and other youth-serving organizations to maximize opportunities for student involvement?
- C. How will you ensure active participation, retention, and attendance of students in this program? Additionally, how will you encourage broader family and parent engagement throughout the program duration?
- D. Please provide examples of how you have conducted outreach in the past. This can be demonstrated through materials or examples of programs/events.

#### 4. Technology (20 Points)

- A. How do you plan to maximize exposure to digital tools (i.e.3D Printers, Digital Embroidery Machines, Laser Cutters, etc.) during the program? Please describe what tools and technologies you would propose adding to the program and why.
- B. How will your program use technology to develop a growth-mindset that encourages persistence, experimentation and challenge seeking; and allows for mistakes to drive learning?
- C. Please provide a list of technologies that you would be interested in purchasing to enhance existing offerings, as well as the technologies that you already have in-house and would utilize as part of your program. See attached inventory (appendix A).



#### 5. Collaboration (20 Points)

- A. Please describe any partnerships that are central to your program design and include letters of support or recommitment.
- B. Please describe how your staffing model allows for collaboration between Maker professionals and educators/youth development professionals. Please describe any professional development opportunities that you will offer for educators and youth development professionals to further enhance youth access to Making.
- C. How will you work with local design, Maker and STEAM communities and professionals to enrich the overall experience and learning in your program?

#### 6. Demonstrated Experience (20 Points)

- A. Please attach a resume of the program director and key staff members to this application.
- B. Please describe your experience with and capacity to deliver a quality program to a population of diverse learners. What evidence do you have of past success?
- C. What are some of the challenges you have faced in executing a similar program? How did you overcome those challenges?
- D. What types of technology do you currently work with and have certifications in? Will you use this technology to supplement the PVD Young Makers Initiative?

#### 7. Budget (15 points)

- A. Please submit two budgets: 1) Budget Year 1 (July 1, 2023 to June 30, 2024) and 2) Budget Year 2 (July 1, 2023 to June 30, 2024) Fill out, print, and attach to your bid packet. The budgets outlined in this RFP should include the cost of both technology and programming for this initiative.
- B. Please include any in-kind or leveraged support resources provided by your organization to ensure the success of this program.
- C. Please attach a narrative explaining each of the costs outlined in the budget.

Please include a technology buyout option for the City at the end of both Budget Year 1 and Budget Year 2. The buyout should include the total cost of technology, related supplies, and warranties. Upon execution of contract, the successful vendor shall work with a designated point of contact from the City to provide the following:



Inventory of technology, hardware, software and peripherals purchased under the contract; Supplies or consumables purchased under this contract to be turned over to the City; Vendor contacts for both supplies and consumables, as well as maintenance and warranty contacts. The actual cost of hardware should already be included in your budget as outlined in Sub A under Section 7- *Budget*.

#### **Application Information**

#### **Question and Answer Period**

Applicants are strongly encouraged to participate in a <u>virtual Pre-bid Conference</u> hosted on Microsoft Teams on Thursday, May 18<sup>th</sup>, 2023 from 11:00 A.M. to 12:00 P.M. All questions and answers discussed at the Pre-bid Conference will be added to the FAQ.

Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert, Micah Salkind, Deputy Director. Questions must be submitted prior to May 15, 2023 at 12:00 P.M. Answers will be publicly posted and shared by May 18, 2023.

- o Phone: (401)-680-5774
- o Email: <u>msalkind@providenceri.gov</u>
  - Please use the subject line "PVD Young Makers Initiative"
- o FAQ

#### **Review and Selection Process**

#### Universal Threshold

Proposals failing to reach the minimum 100 point threshold, or satisfy all of the following criteria will be eliminated from considerations and not read or ranked.

- Submitted on time:
- Signed by the signatory authority of the respondent organization; and
- Appropriately formatted as provided in this RFP

#### Rating System

Points will be awarded to each proposal based on the following format.

| Categories           | Maximum Score |
|----------------------|---------------|
| Program Design       | 20            |
| Programmatic Content | 20            |
| Outreach             | 20            |
| Technology           | 20            |
| Collaboration        | 20            |



| Demonstrated Experience | 20  |
|-------------------------|-----|
| Budget                  | 15  |
| Subtotal                | 135 |
| Bonus Points            |     |
| Lowest Bid              | 15  |
| Partnership Work Plan   | 10  |
| Total                   | 160 |

#### Timeline

RFP Release: April 24, 2023

• Thursday May 18<sup>th</sup> 2023 from 11:00 A.M. to 12:00 P.M. <u>virtual Pre-bid Conference</u> hosted on Microsoft Teams

• Questions Due: May 15, 2023 at 12:00 P.M.

• Answers Posted: May 18, 2023

Proposal Due: May 22, 2023 at 2:15 P.M.Notification of Awards: June 20, 2023

Anticipated Program Start Date: July 1, 2023

• Date for Completion: June 30, 2024 with a possibility of contract extension.

Procurement Process dates may be subject to change.

#### *Notification of Award/Negotiations*

Respondents will receive written notification of the status of their proposal. Those respondents not selected may submit a written request for information regarding the reasons for denial to: Micah Salkind, msalkind@providenceri.gov



#### 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 <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.

<u>All bids submitted to the City Clerk become public record</u>. 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.



#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.