



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

REQUEST FOR PROPOSALS

Item Description: DESIGN BUILD (D/B) SERVICES FOR THREE (3) SCHOOL CONSTRUCTION PROJECTS; NEW OR HYBRID (NEW OR PARTIAL RENOVATION) MOUNT PLEASANT HIGH SCHOOL, AND TWO (2) NEW PREK-8 SCHOOLS IN PROVIDENCE, RI

Procurement/MinuteTraq #: 43974

Date to be opened: 2/26/2024

Issuing Department: Department of Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation 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
 - 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:
 - Name: Amanda Pontarelli
 - Title: Deputy Director of Public Property and Capital Improvements Program Manager
 - Email Address: apontarelli@providenceri.gov
 - Name: Joseph DeSanti
 - Title: Program Director, Downes Construction, Owners Project Manager
 - Email: jdesanti@downesco.com

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference Thursday, February 1, 2024, starting at 3:00 PM.

Locations:

3:00 PM Mt. Pleasant High School - 434 Mt Pleasant Avenue, Providence, RI 02908

4:00 PM Gilbert Stuart School - 188 Princeton Avenue, Providence, RI 02907

5:00 PM Asa Messer School - 1655 Westminster Street, Providence, RI 02909

Deadline for questions submissions: Friday, February 16, 2024 by 12 PM.



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INSTRUCTIONS FOR SUBMISSION

Meeting Date: 2/26/2024

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 Conference Room 305, on the 3rd floor of City Hall.

- The Proposer shall submit their completed response in HARD COPY (1 original, 2 copies) format plus a single PDF file on thumb drive. Item Description and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope (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 solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

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

****PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial bid by design.

All bids submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at

<http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-12) or on:*
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

- Bidder's Proposal/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.**



**BOARD OF CONTRACT AND SUPPLY
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NOTICE TO VENDORS

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
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.)
18. Payment Terms are Net 30 upon receipt and approval of invoice.



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of 5 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. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - 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 **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

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

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

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



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BID FORM 1: Bidders Blank

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

Name of Bidder (Firm or Individual): _____

Contact Name: _____

Business Address: _____

Business Phone #: _____

Contact Email Address: _____

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

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

Delivery Date (if applicable): _____

Name of Surety Company (if applicable): _____

Total Amount in Writing*: _____

Total Amount in Figures*: _____

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

Use additional pages if necessary for additional bidding details.

Signature of Representation

Title



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

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

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

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

Signature of Representation

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

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

understanding that:

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

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

this _____ day of _____ 20 _____.

Signature of Representation

Printed Name



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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:
 Recipient(s) of the Contribution:
 Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:
 Recipient(s) of the Contribution:
 Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

| | | | | |
|--|--|-------------------------|-------------|-------------------------|
| Bidder's Name: | | | | |
| Bidder's Address: | | | | |
| Point of Contact: | | | | |
| Telephone: | | | | |
| Email: | | | | |
| Procurement #: | | | | |
| Project Name: | | | | |
| Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply). | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE | | | |
| <p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> Nonprofit organizations are not required to complete the rest of this form. Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office | | | | |
| Name of Subcontractor/Supplier: | | | | |
| Type of RI Certification: | <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither | | | |
| Address: | | | | |
| Point of Contact: | | | | |
| Telephone: | | | | |
| Email: | | | | |
| Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP | | | | |
| Total Contract Value (\$): | | Subcontract Value (\$): | | Participation Rate (%): |
| Anticipated Date of Performance: | | | | |
| I certify under penalty of perjury that the forgoing statements are true and correct. | | | | |
| Prime Contractor/Vendor Signature | Title | | Date | |
| | | | | |
| Subcontractor/Supplier Signature | Title | | Date | |
| | | | | |

***If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



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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 gdiaz@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 needed, City Department Directors should not recommend a bidder for an 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 _____
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 with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

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

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

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director /
or Duly Authorized Representative

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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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 Design Builder (DB) team. **Note: the project may be awarded to one or more qualified DB team.**

Introduction

The City of Providence is embarking on a capital program for projects within the Providence Public School District (PPSD) within the next five years. PPSD is comprised of approximately 40 facilities and 4 million square feet. Voters approved a bond to help support this effort. As part of this initiative the PPSD is looking to construct 3 new schools to replace the existing deteriorating facilities. The City of Providence, PPSD and the Owner Project Manager (Downes) will be utilizing a Design-Build procurement method so that the project budget and schedule will be maintained. The selected DB team shall work closely with the city and Downes to develop a plan which shall include but not be limited to; early procurement items, budgeting, value engineering concepts, logistics, etc.

RFP MILESTONE DATES

| | |
|----------------------------------|------------------------------------|
| Solicitation Released | January 29, 2024 |
| Mandatory Pre-Bid Meeting | February 1, 2024 @ 3:00 PM |
| Questions Due | February 16, 2024 @12:00 PM |
| Bids Due | February 26, 2024 @ 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 Design Build services to facilitate the construction of three school projects, New or Hybrid (new & partial renovations) Mount Pleasant High School, and two (2) New PreK -8 Schools Providence, RI. In addition, the existing school may be demolished with the students being transferred to a swing space in order to facilitate the project.

- By performing all necessary or advisable preconstruction and construction work, complete the Project and assist the City of Providence, Providence Public School District, and the Owners Project Manager (Downes) and their consultants as required to obtain substantial completion of the new Design Build (DB) service for three school projects, New or Hybrid (new & partial renovations) Mount Pleasant High School, and two (2) New PreK-8 Schools by May of 2027.
- The Proposal will be administered to enable the fast-track construction of the project including early procurement of subcontractors and materials.
- The basis of the proposal is the submission of the STATEMENTS OF QUALIFICATION and separate Order of Magnitude FEE PROPOSALS from Design Builder.
- 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.



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- 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.
 - Prevailing Wage Rates and all Applicable Standards shall apply.
 - Provide the NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the D/B 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 Constructor/Contractor and the Primary/Design Team (Designer), 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.
 - Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the D/B Team PRINCIPAL CONTACT(S). The D/B Team principal contact(s) must remain constant throughout the life of the PROJECT.
 - Identify the team members who will undertake financial responsibility for the Project and describe any liability limitations. If the DB 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 DB 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.
 - All Rhode Island Department of Education (RIDE) requirements related to the State funding grant and their standards for the design and construction of school projects.
 - 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.
 - The Design Builder will install the infrastructure, power requirements and coordinate MEP systems for the owner-furnished FF&E and technology equipment for the projects.
 - The city is conducting a study concerning the implementation of a Project Labor Agreement (PLA) for the projects. The awarded Firm(s) may be required to execute a PLA.
 - APPRENTICE REQUIREMENTS Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II Section 21-28.1 c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified.



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by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.

- Project Specific Scope of work; included but not limited to:
 - Construction of a 2 new PK-8 Schools and a New or Hybrid Mt Pleasant High School.
 - Demolition and abatement
 - Sitework, site improvements and landscaping
 - Structural systems; foundations, building structures etc
 - Building envelope systems
 - MEP systems, including fire alarm
 - Security systems
 - Interior finishes
 - Conveying systems
 - Furnishings
 - Food service equipment
 - Furniture and Technology
 - Reviews with the Providence Building and Fire Departments and procurement of permits
 - Develop project budget(s); provide control budget and estimates at schematic design, design development and construction documents
 - Provide Guaranteed Maximum Price (GMP) at issuance of construction documents or earlier
 - Preconstruction services to additionally include identifying and procurement of long lead items and the early procurement of selected trades
 - Assist design team in the development of logistics planning, constructability, early procurement, identification of supply chain issues and budgeting/value engineering
 - The city of Providence waives the building permit fees; ADA fee is the responsibility of the DB

CURRENT STATUS

The projects have obtained Stage II approval from RIDE. The objective is for the Design Builder to provide support throughout the remaining design process and RIDE submissions.

The overall project budget, including all soft costs (A/E, OPM, Commissioning, HazMat, etc.) and hazmat remediation, is:

- Mt Pleasant HS \$110,000,000 with an estimated construction budget of \$90.5 Million.
- New Prek-8 #1 \$62,050,000 with an estimated construction budget of \$51.5 Million.
- New Prek-8 #2 \$62,050,000 with an estimated construction budget of \$51.5 Million.

FORM OF AGREEMENT

The City of Providence, Rhode Island will provide modified DB contract and will be issued by way of an addendum to this RFP.



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SUBMISSION REQUIREMENTS

- **Letter of Transmittal:** A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the DB 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 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, 5 copies) format plus a single PDF file on thumb drive.**

CONTENTS OF STATEMENTS OF QUALIFICATIONS

- **General**
- Provide the **NAME OF EACH COMPANY and COMPANY STRUCTURE comprising the Design Build Team, including Sub-Consultants 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 Design Team (Designer), who shall be responsible for guaranteeing the delivery of the PROJECT on time and within the Guaranteed Maximum Cost in accordance with the contract provisions.
- Provide the name, title, address, telephone and facsimile numbers, and electronic mail address of the Construction Management Team **PRINCIPAL CONTACT(S)**. The Construction Management Team principal contact(s) must remain constant throughout the life of the PROJECT.

The 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 Construction Management Team is a Joint Venture, Limited Liability Company, Corporation or partnership, describe the **design 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 Construction Management 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



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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 DB Team has no affiliated and/or subsidiary companies other than the Respondent's legal business entity, the Respondent should include a statement in the submittal indicating the same.
- Provide a description of EACH Construction Management team Member's experience and qualifications, particularly with respect to:
 1. Public Educational Facility Design
 2. Public Educational Facility Construction
 3. Northeast Collaborative for High Performance Schools
 4. 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 \$25 million completed by EACH company in the past TEN (10) YEARS which demonstrates adequate experience in Design Build team projects and in public school design and 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 EACH project 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 design and/or 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.
- Provide an **organizational chart** identifying companies responsible for major functions to be performed in designing and constructing the PROJECT. The chart should show the functional structure of the organization and identify key personnel by name and affiliation. The chart must identify the critical support elements of overall project management of the Design Build Team, Project Management of each firm participating as part of the Team, project administration, construction management, design quality control and design quality assurance, construction quality control and construction quality assurance, subcontractor administration, and construction administration.

Identify the Key Firms you would be anticipating as part of your overall DB Team as follows:

Construction Team (precon & Construction); including but not limited to:

- Principal in Charge and/ or Project Executive
- Project Manager
- Assistant Project Manager, if required
- Superintendent
- Assistant Superintendent, if required
- Preconstruction Manager



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- Estimator(s) Consultants if any

Additionally, provide separate **resumes** for all key management staff of the DB Team.

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

AIA Document B305 - 1993 Entitled "Contractor's Qualification Statement" must be completed by the Lead Designer and included in RFP response.

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, construction or maintenance of similar projects, and other relevant background information.

THREE (3) references shall be provided for the DB team.

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 current design and/or construction backlog of EACH Design team Member and the capacity to perform the scope of work and perform the Project to achieve substantial completion.

Provide Key Primary and Subcontractors you would be considering as part of your overall Construction Team based on the disciplines defined above in the Design category.

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

OTHER REQUIRED INFORMATION

Resources & Financials. The DB 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, design, construction, and all other obligations of the DB 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 DB, 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.

Transition Plan. The respondent shall prepare a detailed Transition Plan describing how the proposed new Prk-8 school project will be transformed taking into account that construction activities will be taking place during the active school year. Indicate how procedurally construction work will coincide with students, vehicular traffic, parking, other school activities etc. The Transition Plan should indicate areas that may be required to be relocated and address the sensitivity of noise at it may impact school activities.



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Narrative. The respondent shall provide a detailed and organized narrative explanation summarizing its understanding of the Project, including each of the following items: the scope of this Project; the City's objectives and requirements; and the key issues, constraints, challenges and opportunities.

Limitations. The DB'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 DB's resources, staff and/or personnel or otherwise limit the DB's ability to design and 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 DB will be responsible for preparing applications and obtaining and paying the cost for all necessary and advisable permits, approvals and authorizations to complete the Project. The DB 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.

Reference Projects. The respondent shall provide a list and description of all school facilities for which it has provided design and/or construction services within the last ten (10) years similar to any of those to be provided in connection with the Project. The respondent shall provide a description of each such project, including:

- a.) a description of the respondent's specific involvement and duties performed;
- b.) relevance of the project to the Scope of Work called for by the Project;
- c.) description of facilities designed/constructed, including design concept, size and capacity;
- d.) history of construction, including number of months for design, construction and commissioning;
- e.) contract value and cost of designing and constructing each facility;
- f.) summary of significant accomplishments; and
- g.) names and contact information of key personnel at each facility.

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 DB entity, any subsidiaries and affiliates, any subcontractor, any key management staff of the DB Team, the Principal in Charge, the, 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 design and/or construction similar to that required in connection with the Project.



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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.
- Recent experience showing accuracy of cost estimates.
- 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
- The price to be charged for the management of the work
- High degree of qualifications and experience on similar projects.
- Thorough knowledge of applicable Rhode Island construction laws, RIDE building regulations, City of Providence local codes and all other pertinent laws, codes and regulations related to successful completion of the project.
- Experience with school building projects that include site development, occupied school renovations, 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.

Evaluation criteria is as follows:

- (a) Primary Firm Workload and Size (Maximum 10 points)
- (b) Primary Qualifications (Maximum 25 points)
- (c) Other Considerations (Maximum 20 points)
- (d) Overall Team Qualifications (Maximum 25 points)
- (e) Overall Team Experience (Maximum 20 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.



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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 DB 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



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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.

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

Warranties. The DB 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 DB 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 DB shall furnish to the City, with the City as beneficiary, a bond for the faithful performance of the DB'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 DB to execute a Guaranty Agreement pursuant to which such principals will irrevocably, absolutely and unconditionally guarantee all of the DB'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**



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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 DB. 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).



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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 requested to provide pricing in the following format:

1. Provide a *lump-sum fixed fee* for the work described above
\$ _____

2. 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.**

| Personnel | Hourly Rate | Number of Hours |
|-----------|-------------|-----------------|
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3. **Supplemental Pricing Information**

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

| <u>Title</u> | <u>Hourly Rate</u> | <u>Daily Rate</u> | <u>Weekly Rate</u> | <u>Yearly Rate</u> | <u>Overtime Rate Hour</u> |
|--------------|--------------------|-------------------|--------------------|--------------------|-----------------------------|
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SUPPLEMENTAL INFORMATION

Exhibit A: Bridging Documents

<https://downesconstruction.sharefile.com/d-s7a631a77f6534314a043129fc60c65c9>

Exhibit B: Project Schedule

<https://downesconstruction.sharefile.com/d-s7a631a77f6534314a043129fc60c65c9>

Exhibit C: APPENDIX C RESPONDENT QUALIFICATIONS & DISCLOSURES

Exhibit D: Staff Matrix & General Requirements – issued in future addenda

Exhibit E: Contract – issued in future addenda

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

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

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

You must be able to provide:

- 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.
- Certificate of Good Standing with the Rhode Island Secretary of State.

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.



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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



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- 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.