

BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: FIRE STATION BUILDING NEEDS EVALUATION STUDY

Procurement/MinuteTraq #:44952

Date to be opened: 5/20/2024

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.
 - o 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.
 - 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:
 - o Name: Dan Kittridge
 - o Title: Capital Improvements Project Manager
 - o Email Address: dkittridge@providenceri.gov

Pre-bid Conference

There will be a Mandatory Pre-Bid Conference

The pre-bid conference will be held at on May 6 at 1 PM at Providence City Hall, 25 Dorrance St.

Deadline for questions submissions:

Questions may be submitted until

5/13/24



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

INSTRUCTIONS FOR SUBMISSION

Please Note – this RFP for Architectural Services contains special instructions for two separate proposal packages:

1) Technical Proposal for Qualification and 2) Professional Cost Proposal

1) Technical Proposals for Qualification may be submitted up to 2:15 P.M. on the above meeting date (May 20, 2024) at the <u>Department of the City Clerk. Room 311, City Hall. 25 Dorrance Street, Providence</u>. At 2:15 P.M. all Technical Proposals for Qualification will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3rd 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 solicitation 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 solicitation. If you have an old version of a form do not recycle it for use in this bid.
- This Technical Proposal for Qualification must contain no cost information.
- 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

2) Professional Cost Proposals may be submitted up to 2:15 P.M. on the above meeting date at the <u>Department of Purchasing. Room 408, City Hall. 25 Dorrance Street, Providence</u>. All <u>Professional Cost Proposals</u> from firms meeting the minimum Technical evaluation score threshold will be publicly opened and read on April 8, 2024 at the Board of Contract Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit 2 copies of their Professional Cost Proposals in sealed envelopes or packages labeled "Professional Fee Design Services, City Hall Building Enclosure Condition Assessment and Restoration" and the City Department to which the solicitation and bid are related and must include the company name and address on the envelope as well. (On page 1).
- The Professional Cost Proposal envelope and information relative to the bid must be addressed to:

Department of Purchasing Providence City Hall, Room 408 25 Dorrance Street Providence, RI 02903



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

**<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 <u>NOT</u> 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.

FAILURE TO FOLLOW THESE SUBMISSION INSTRUCTIONS WILL RESULT IN DISQUALIFICATION OF THE PROPOSING FIRM.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.
 - Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
 - Financial Assurance, if requested (as indicated on page 5 of this document under "Bid Terms")

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

***Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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 (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 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.)



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

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> <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.</u>
	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. 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 ninety (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.

Title



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 1: Bidders Blank

- 1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
- 3. The price or prices proposed should be stated both in WRITING and in FIGURES, and any proposal not so stated may be rejected. Contracts exceeding twelve months must specify annual costs for each year.
- 4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each** item should be priced individually. Do not group items. Awards may be made 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 Descrip	otion" here):			
If the bidder's company is based in a state	e <u>other than Rhode</u>			
Island, list name and contact information	for a local agent			
for service of process that is located with	<u>in</u> Rhode Island			
Delivery Date (if applicable):				
Name of Surety Company (if applicable):				
Total Amount in Writing*:	N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY			
Total Amount in Figures*:	gures*: N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY			
If you are submitting a unit price bid, plo	ease insert "Unit Price Bid"			
Use additional pages if necessary for addi	tional bidding details.			
	Signature of Representation			



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),	(Firm or Individual Bidding),		
I,		(Name of Person Making Certification),	(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	n 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 autho	zed on behalf of Bidder, on			
this	day of	20			
		Signature of Representate	— ion		
		Printed Na	— me		

Printed Name



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

BID FORM 3: Certificate Regarding Public Records

Upon behalf of	(Firm or Individual Bidding),
I <u>,</u>	(Name of Person Making Certification),
being its	(Title or "Self"), hereby certify an
understanding that:	
 (RFQ's), documents contained within, and record upon receipt by the City Clerk's off and Supply (BOCS) meeting. 2. The Purchasing Department and the issuing effort to request that sensitive/personal inf department and only at request if verification vendor's bid. 3. The requested supplemental information in such details may result in disqualification, 4. If sensitive information that has not been indefined supplemental information prior to submitted to the City Clerk, the City of Probears no liability associated with the information processor in the bidding packet may not be submitted debidder in order to protect other information. 	and transparent bidding process. Information required in lirectly to the issuing department at the discretion of the n, such as pricing terms, from becoming public. Bidders
who make such an attempt will be disqual: I affirm by signing below that I am duly authorize	
thisday of	20
	Signature of Representation



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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 <u>R.I.G.L. § 36-14-2</u>, "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 t	that are required to report under Sec. 2128.1 (e):
Read the following paragraph and answer one	e of the options:
are not in writing within the 12 month period pre	f this bid submission with the City of Providence, or with respect to the contracts that ceding the date of notification that the contract has reached the \$100,000 threshold, calendar year to (please list all persons or entities required under Sec. 2128.1 (e)).
 a. Members of the Providence City Council? 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 P If Yes, please complete the following: Recipient(s) of the Contribution: 	Providence City Council? □ Yes □ No
Contribution Date(s):	Contribution Amount(s):



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

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 If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	of Mayor of Providence? ☐ Yes Contribution Amount(s):	□ No
	Signed under the pains and penalties of perju	ry.	
	Position		



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID FORM 5: Professional Fee

NOTE: This form must be included in the separate "Professional Cost Proposal" and <u>not</u> included in the "Technical Proposal for Qualification"

- 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 Descript	n" here):			
Total Amount in Writing*:				
Total Amount in Figures*:				

BASE BID PRICE

The Bidder submits this bid proposal to perform all the work as defined in the attached specifications and exhibits (including but not limited to the costs of all defined services prescribed or otherwise required to complete the work, the total allowance defined herein as "Allowances", all required insurance, licensing, labor, travel, administration, office expenses, required equipment, and all Addenda).



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Participation Plan NOTE: MBE/WBE forms must be included in the separate "Professional Cost Proposal" and not included in the "Technical Proposal for Qualification"

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

Subcontractor/Suppl	ier Signature			Title		Date
Time Contractor/ve	nuoi oignatuit			THE		Date
Prime Contractor/Vendor Signature Title Date						
I certify under penalty of perjury that the forgoing statements are true and correct.						
Anticipated Date of Pe	erformance:		value (\$):		Rate (%):	
Total Contract Value (Subcontract Value (\$):		Participation Rate (%):	
to be Supplied by Supplied of Work provided in the						
Performed by Subcont						
Detailed Description o						
Email:						
Telephone:						
Point of Contact:						
Address:						
Type of RI Certification	on:	□MBE	\square WBE		□Neither	
Name of Subcontracto	r/Supplier:					
	ates to the MBE/WI			io dia sudinissi	ion (e.g. Design Dunu) a	re required to
			o complete the rest		ion (e.g. Design Build) a	ro roquired to
instructions and require		• 14	1.4.41	6.41 * 6		
time of bid. The MBE/	WBE Directory can				BE page for details of the	
					Diversity, Equity and Op	
					BE/WBE subcontractors mitted to the prime contra	
State of Rhode Island?			the mines controcted	m/rram dan an d M	DE/WDE subsentmentage	and armuliana
Owned Business Enter]WBE	□ Neither MBE nor W	BE
business' status in term			□MBE □	TW/DE	DN 4 MDE W	DE
•	Which one of the following describes your					
Project Name:						
Procurement #:						
Email:						
Telephone:						
Point of Contact:						
Bidder's Address:						
Bidder's Name:						

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



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

MBE/WBE Waiver Request Form

or Duly Authorized Representative

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.

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:						
Company Name, Address:		Trade				
Project /Item Description (as seen	n on RFP):					
To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual wit 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?			
waiver of % MBE/WBE	E (20% minus the value of B	ox F on the Subcontractor Disclo	f the total bid value. I am requesting a sure Form). If an opportunity is ffort will be made to select MBE/WI			
Signature of Prime Contractor / or Duly Authorized Representativ	Printed Printed	Name	Date Signed			
Signature of City of Providence MBE/WBE Outreach Director /		Name of City of Providence VBE Outreach Director	Date Signed			



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence currently operates 11 fire stations which provide critical services to all residents. Unfortunately, every station is over 70 years old and decades of wear and basic patch repairs have left the stations with many long-neglected needs for repairs, renovations, and improvements. The City is launching a long-term effort to bring these stations up to the condition our staff members and the public deserve. To ensure that this program follows the most efficient plan to address the most critical needs as soon as possible, the City is seeking consultants to evaluate the current needs of all fire stations and develop an assessment of which needs should be the highest priority. This will enable the city to develop a series of projects to address the most critical items in the quickest time possible while maximizing the effectiveness of budgeted funds.

Scope of Work

The City of Providence is seeking consulting services from qualified vendors to perform a building condition assessment of all 11 of the City's fire stations. Each station should be evaluated on the existing condition of all key facets of the building which play a role in the station's operation and the quality of life of the occupants. The goal of this evaluation is to generate a prioritized list of projects with estimated costs to address the most critical issues at the fire stations so that over the next several years, these items can be addressed in the most effective manner possible.

Evaluations should include both in-person site visits and discussions with existing staff members using the facilities. The winning firm shall participate in an evaluation kickoff meeting with City personnel to frame the project and discuss any questions, as well as a presentation of the findings of the report when the evaluation is completed.

Stations should be evaluated in the following areas, as a minimum, in order to inform the City's planning for future projects:

- Building Envelope, including roofs, windows and masonry, including concrete and asphalt aprons around the building.
- Electrical systems, including generators
- Plumbing systems, including bathrooms, kitchens, and fire specific infrastructure. Evaluate installing backflow devices to prevent flooding.
- Ventilation, including special ventilation requirements for apparatus bays and equipment rooms due to potentially toxic off-gassing from equipment such as fire jackets (24 hr exhaust/negative air pressure)
- Heating and Air Conditioning, with a specific focus on work needed to eliminate fossil fuel use
- Fire-specific equipment infrastructure and potential improvements
- Fire alarm systems
- Fixtures and finishes. Include estimates to either remediate or encapsulate existing lead paint.
- Accessibility

The 11 fire stations that are a part of this evaluation are:

• Admiral St Fire Station, 426 Admiral St



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

- Allens Ave Fire Station, 776 Allens Ave
- Atwells Ave Fire Station, 630 Atwells Ave
- Branch Ave Fire Station, 10 Branch Avenue
- Broad St Fire Station, 847 Broad St
- Brook St Fire Station, 223 Brook St
- Hartford Ave Fire Station, 489 Hartford Ave
- Messer St Fire Station, 201 Messer St
- Mt Pleasant Fire Station, 136 Mt Pleasant Ave
- North Main St Fire Station, 151 North Main St
- Reservoir Ave Fire Station, 274 Reservoir Ave

Following the evaluation of each station, the hired consultants should also provide professional estimating services to determine the order of magnitude of the costs to address each key need. The evaluation report should identify the most critical items that need to be addressed at each individual station as well as an assessment of broader, overall needs of the citywide network of stations as a whole. This prioritization will assist the City in setting its yearly budget for performing these needed repairs, renovations, and improvements over the next five years. Needs should be prioritized based on Life Safety, Emergency Response Performance, and Staff Quality of Life.

Proposed Schedule

An initial draft of the evaluation report is expected within 120 days of award.

Evaluation Criteria

Responses will be evaluated in two (2) parts for a maximum score of one hundred (100) points. Part One is defined as the Technical Proposal for Qualification and is worth eighty (80) points maximum. Part Two is defined as the Professional Cost Proposal and is worth twenty (20) points maximum. See pages 2-3 of this RFP for bid package submission instructions.

Part One – Technical Proposal for Qualification (80 points maximum)

Technical proposals will be evaluated based on the following criteria:

- 1. Experience of the Firm and Project Principals (40 points maximum)
 - a. Provide the name of each company and company structure comprising the Design Team, including Sub-Consultants and any proposed MBE and WBE firms. Identify the indicated role of each participant included.
 - b. Provide an organizational chart identifying companies responsible for major functions to be performed in designing and constructing the Project. Identify key personnel by name and affiliation, and display the functional structure of the organization.
 - c. Provide a description of each Design Team member's experience and qualifications on Projects of similar size and scope.
 - d. Provide separate resumes for all key management staff of the Design Team.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

- e. Describe the current design backlog of each Design Team member and the capacity to perform the scope of work on this Project.
- 2. Project Approach (30 points maximum)
 - a. Provide a detailed and organized narrative explanation summarizing the respondent's understanding of the Project and outlining the Design Team's proposed approach.
 - b. Identify key issues, constraints, challenges, and opportunities facing the Project.
- 3. References (10 points maximum)
 - a. Provide a minimum of three references of previous owners or clients with whom the key personnel have worked within the past five (5) years on similar projects. List the name, position, company or agency, current phone and email address for each reference.

Firms determined to be responsive in their bids and meeting all bid requirements will be invited for in-person interviews at Providence City Hall in the two weeks following the opening of proposals.

Technical evaluations will be scored prior to opening of the Cost Proposals, and firms must score a minimum threshold of sixty-five (65) points in order for their Cost Proposals to be opened. Firms scoring less than threshold sixty-five (65) points will be disqualified from the solicitation.

Part Two – Professional Cost Proposal (20 points maximum)

The project fees presented shall include all costs to provide complete and full services anticipated and defined in this RFP including additional Team Members that may not be defined herein that the Design Team feels is required to be part of the team to successfully accomplish the project.

The proposal with the lowest opened Anticipated Total Design Fee (item D on the Cost Proposal Bid Form, page 13 of this RFP) shall receive the full 20 points. The other opened Professional Cost Proposals shall be allocated points according to the following formula:

Awarded Points for Cost Proposal = ((Lowest Anticipated Total Design Fee) x 20) / (Firm's Anticipated Total Design Fee)

For example, if the lowest Anticipated Total Design Fee is \$200,000.00, the awarded points for a proposal with an Anticipated Total Design Fee of 300,000.00 would be: $(200,000 \times 20) / (300,000) = 13.3$.

Questions regarding this bid package shall be submitted via e-mail to **Chevell Burgess** at cburgess@providenceri.gov and **Dan Kittridge**, Capital Improvement Project Manager at dkittridge@providenceri.gov, no later than five (5) working days before the bid opening date.

Dan Kittridge is the project contact and can be reached at 401-473-8418.



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

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.