



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

# REQUEST FOR PROPOSALS

**Item Description: OWNER'S PROJECT MANAGEMENT SERVICES FOR PROVIDENCE CITY HALL BUILDING ENVELOPE RESTORATION**

**Procurement/MinuteTraq #: 45480**

**Date to be opened: 7/1/2024**

**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](mailto: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](mailto: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: Dan Kittridge
  - Title: Capital Improvements Project Manager
  - Email Address: [dkittridge@providenceri.gov](mailto:dkittridge@providenceri.gov)

## **Pre-bid Conference**

There will be a Mandatory Pre-Bid Conference

Date: Monday, June 17, 2024 Time: 2:00pm

Virtual Meeting Link: <https://www.microsoft.com/microsoft-teams/join-a-meeting>

Meeting ID: 213 021 345 667 Passcode: kAVGai

Call in # (audio only): +1 332-249-0606 Phone Conference ID: 574 754 210#

**Deadline for questions submissions: Monday, June 24, 2024 at 5:00pm**



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**INSTRUCTIONS FOR SUBMISSION**

Please Note – this RFP for Owner’s Project Management 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 (July 1, 2024) at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** 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 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 hard copies and a digital copy on a USB flash drive** of their bid in sealed envelopes or packages labeled “RESPONSE TO RFP Technical Proposals for Owner’s Project Management Services for CPF Grant Rec Center Renovations” 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).
- 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 Technical Proposal for Qualification 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 **Department of Purchasing, Room 408, City Hall, 25 Dorrance Street, Providence.** All **Professional Cost Proposals** from firms meeting the minimum Technical evaluation score threshold will be publicly opened and read on July 15, 2024 at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 hard copies and a digital copy on a USB flash drive** of their **Professional Cost Proposals** in sealed envelopes or packages labeled “Professional Fee – Owner’s Project Management Services for CPF Grant Rec Center Renovations” 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:



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**Department of Purchasing  
Providence City Hall, Room 408  
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.

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



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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 **Technical Proposal for Qualification** bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)

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

- Bid Form 5: Professional Fee (*see pages 12-13 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (*pages 14-18*) 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.**



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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.)



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. 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\*:

**N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY**

Total Amount in Figures\*:

**N/A – TECHNICAL PROPOSAL FOR QUALIFICATION ONLY**

***\*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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**BID FORM 5: Professional Fee**

**NOTE: This form must be included in the separate "Professional Cost Proposal" and not 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 Description" 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).

Total Amount listed above shall match item B. Estimated Total Fee plus item C. Allowance: Reimbursable Expenses on the following page.



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**Fixed Percentage Fee, as Percentage of Total Grant Allocation (assumed \$16.2M):**

<b>A. FIXED PERCENTAGE FEE</b>	<b>%</b>
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**Estimated Total Fee Based on above Fixed Percentage Fee (assumed \$16.2M total grant allocation)**

<b>B. ESTIMATED TOTAL FEE</b>	<b>\$</b>
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**Allowance for Reimbursable Expenses**

<b>C. ALLOWANCE: REIMBURSABLE EXPENSES</b>	<b>\$</b>	<b>15,000.00</b>
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Proposer is responsible for verifying any discrepancies or rounding/calculation errors between Percentage and Total fees. The winning proposer’s contract will be initially issued based on the value of item B. Estimated Total Fee plus item C. Allowance: Reimbursable Expenses. In the event the total grant allocation differs from the assumed value, the total OPM fee will be increased or decreased based on item A. Fixed Percentage Fee as applied to the actual allocated funding amount.

Proposer must also provide an itemized staffing matrix showing hourly rates for all OPM personnel who will contribute to the Projects. Rates must include salary, payroll deductions, taxes, insurances, escalation, allowances to cover vacation and sick leave, employee fringe benefits, associated company overhead (including all off-site home general management, office support and accounting, office operations, telephone costs, data processing/IT costs, and any other off-site expenses), and company profit. Provide the estimated weekly time commitment in hours for each person/position providing services on the Projects. Proposer may make distinctions in anticipated time commitments for different phases if needed (e.g. Design Phase, Construction Phase, etc.).

Reimbursable expenses must receive the Owner’s prior written approval. Payment of reimbursable expenses shall be based on actual cost, plus a maximum of 4 percent mark-up.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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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 <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li>• <b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li>• <b>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</b></li> </ul>					
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.					
<b>Prime Contractor/Vendor Signature</b>			<b>Title</b>		<b>Date</b>
<b>Subcontractor/Supplier Signature</b>			<b>Title</b>		<b>Date</b>

**\*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](mailto: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.

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

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**

### **BACKGROUND AND PROJECT SCOPE**

The City of Providence is seeking proposals from qualified individuals or firms to provide comprehensive Owner's Project Management (OPM) services for the completion of a major restoration project to renovate the exterior of Providence City Hall. This project is anticipated to be a multi-year, multi-phase project aimed at restoring the entire building's exterior, including masonry, decorative metal, slate roofing, rainwater drainage systems, and windows.

The City will recommend a firm for award through a modified qualification-based selection process. Technical Proposals for Qualification (80 points) and Cost Proposals (20 points) will be evaluated and ranked based on the criteria described in this RFP, with the highest total score recommended for award.

The City has previously had two rounds of building assessments in 2018 and 2020, and will be performing a third as part of the current stage of the project. The City has awarded the design contract to DBVW Architects to conduct a building enclosure condition assessment and investigation of several reported areas of water intrusion, develop plans to repair and renovate the building's exterior masonry, roof systems, and windows, and conduct construction administration overseeing the work to implement the developed plans.

Providence City Hall, at 25 Dorrance Street in Providence RI, is located at the southwest end of Kennedy Plaza. Built in 1878, Providence City Hall is now listed on the National Register of Historic Places. The building's construction is of iron and brick, faced with Westerly granite on the Dorrance and Washington Street sides and New Hampshire granite on the other two sides. The sidewalks are granite blocks, 5 to 6 feet wide and 18 to 20 feet long. The entire structure was built on an artificial foundation set atop 3,128 pilings driven deep into the underlying hardpan. The existing roof is comprised of slate, membrane, and copper detailing.

This building has experienced reoccurring leaks. Observed leak areas are located throughout the upper interior floors, including the perimeter offices, archives, and crawl spaces. Repairs to the exterior include re-construction of the building's eight chimneys in 2022, various window sealant applications, as well as spot roof repairs to both the membrane and slate. Rainwater drain leaks have contributed to water accumulating in the basement. All interior areas are currently fully occupied by office and administrative staff.

The envelope evaluation report will include a rough cost estimate of the required work to restore the envelope to full integrity, starting by power washing, repairing any masonry cracks, repairing all leaking roof penetrations, any repairs needed to roof rainwater drains and gutter systems, flashing, replacing the worn out roofing systems on the flat roof portion, replacement of slate shingles, copper details that are missing or damaged, and mansard roof portions as necessary to eliminate leaks and restore the roof's life, and replacement of the building's windows, while maintaining the historic character of the building's appearance. To complete portions of the building's exterior, a plan will be needed to remove and replace the bird netting. With this, an investigation into the existing fallen bird netting will need to be made for the potential of replacing or reattaching anchor points. The building enclosure assessment should identify all main potential exterior sources of water intrusion as well as necessary interior repairs to replace damaged fixtures and prevent future damage.

This assessment will then be used as the basis for which to design repair work to restore the building envelope to proper condition. The design team, in addition to addressing life/safety aspects of the envelope and the elimination of areas of potential and actual water intrusion, will need to work with City historical society groups to ensure that the building maintains its historic character. The design team will develop any and all drawings necessary, including but not limited to schematic design, design development, and construction documents, for a general contractor to perform the restoration work, incorporating the needs of City stakeholders. During design, the architects will work with the City to develop a phasing plan to most effectively perform the work needed, at a pace compatible with City funding availability. Once the full construction drawing and specification package is completed, the design team will assist the City in a public bid review process to select a general contractor. Once a contractor is selected, the design team will oversee construction administration of the project from start to finish to ensure compliance of the restoration work.





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**SCOPE OF SERVICES**

The awarded respondent shall provide services to monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate, and manage the projects with respect to timely performance in accordance with the schedule. In addition, the OPM shall monitor the quality of services and workmanship and recommend courses of action to the City when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the City, and post-project closeout. The OPM shall provide information as requested to the City and the Grant Administrator throughout the Projects.

The OPM shall comply with all applicable Local, State, and Federal statutes and ordinances and be an advocate for the City through all phases of the Projects to ensure that the quality of design and construction meets all relevant standards.

In general, the basic services of the OPM include, but are not limited to:

**1. PROJECT ADMINISTRATION**

- 1.1. Assist in the development of a project communications plan among all stakeholders on the Project.
- 1.2. Develop and maintain a high quality, interactive, and robust information and document management system. Maintain complete and comprehensive records of all files for the Project.
- 1.3. Assist the City in preparation of all information, documentation, and reports required by potential grants which may be acquired to augment existing project funds.
- 1.4. Advise in all project administration matters.
- 1.5. Attend all Owner, Architect, and Contractor (OAC) meetings and record minutes for documentation and distribution.
- 1.6. Prepare and submit comprehensive monthly project reports.

**2. COST MANAGEMENT**

- 2.1. Assist in the development of the final Total Project Budget, and maintain and update the budget throughout the Project terms.
- 2.2. Develop and maintain detailed project cash flow projections. Work closely with the City on the review of all applications for payment and invoices submitted, and offer recommendations for payment.
- 2.3. Review Architect, Construction Professional, and independent consultant invoices and recommend for approval by the City. Review invoices for work completed per contract documents and compliance with required document submissions (e.g. Certified Payrolls, Lien Release forms, etc. as applicable).
- 2.4. Review all change order requests and schedule extension claims, and provide recommendations to City/Architect as applicable.

**3. SCHEDULE MANAGEMENT**

- 3.1. Develop overall Project Baseline Schedules and detailed Milestone Schedules, incorporate Design Team and Construction Professional's schedules when developed.
- 3.2. Assess actual project progress to baseline schedule and report any variances.
- 3.3. In the event of schedule slippage, consult with the Design and Construction teams to develop schedule recovery activities and advise the City as to the recommended approach when required.

**4. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SELECTION**

- 4.1. Assist the City and Design Team in drafting an RFP to award Construction services on the Project. Advise on RFP items including but not limited to: scope of required services, allowances, unit prices, and evaluation criteria (as applicable).



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- 4.2. Assist and advise the City and Design Team in evaluation of bids for Construction services, including but not limited to: participation in pre-bid conferences, participation in interviews with qualified bidders, participation in bid de-scope meetings, and response to RFIs during the bid process.
- 4.3. Provide assistance, consultation, and guidance in negotiation of GC/CM contract and GMP (as applicable).
5. DESIGN
  - 5.1. Evaluate project for appropriate project delivery method and provide recommendations to the City.
  - 5.2. Provide oversight of Design and Construction teams' activities.
  - 5.3. Review project cost estimates and reconcile variances with Design and Construction teams. Coordinate the preparation and reconciliation of multiple construction cost estimates as needed by the Design Team, Construction Professional, and possible third-party Cost Estimator.
  - 5.4. Review design documents at each phase for conformance with project requirements, budget, schedule, and constructability. Provide recommendations to the City for approval or comment.
6. CONSTRUCTION
  - 6.1. Participate in weekly construction and progress meetings (specific meeting schedule to be agreed upon based on evolving project needs) with the Design and Construction team to discuss progress, issues, scheduling, etc.
  - 6.2. Monitor Design and Construction teams' construction administration activities to ensure contract compliance and timely decisions.
  - 6.3. Perform quality control inspections of work completed to verify compliance with contract documents.
  - 6.4. Develop and maintain a Rolling Completion List of non-conforming items.
  - 6.5. Consult daily with City PM or designee(s) regarding construction activities, impacts, issues, and resolve with GC/CM.
  - 6.6. Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked.
  - 6.7. Review and comment on GC/CM's baseline schedule of values and baseline schedule.
  - 6.8. Prepare and maintain detailed daily, weekly, and monthly reports recording all project data and activity.
  - 6.9. Track time and material change order work, when utilized as basis for changes.
  - 6.10. Maintain and update on a daily basis, if needed, current contract drawings, specifications, and logs.
  - 6.11. Take extensive photographs of progress. Record and maintain a detailed and organized photo log in the document management system for the Project.
  - 6.12. Identify potential issues, report to OAC, maintain project issues log, provide recommended solutions, and track to resolution.
  - 6.13. Coordinate scheduling and reporting of commissioning agent as required. Track follow-up actions by Design and Construction teams.
  - 6.14. Assist Design Team and City with identification of punch list items.
  - 6.15. Assist and advise City on project closeout activities and documentation. Assist with and coordinate final Commissioning for water tightness.
7. PROCUREMENT
  - 7.1. Prepare work scopes and/or material lists to assist the City in procurement of independent consultants and select Owner-purchased items as required.
8. PHASING & MOVE MANAGEMENT



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- 8.1. Assist the Designer in developing Phasing Plans as necessary to accommodate construction activities that occur during dates/times that the buildings are occupied and in use.
- 8.2. Assist the City with internal move management as necessary.
- 8.3. Coordinate efforts regarding changing building access points, wayfinding and signage, system shutdowns, etc.

**PROPOSAL EVALUATION**

Responses will be evaluated in two (2) parts by a Selection Committee 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. The City will make an award to the firm with the proposal with the highest total score. The City reserves the right to cancel this solicitation in its entirety and reject all proposals at its sole discretion.

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

Technical proposals will be evaluated based on the following criteria:

1. Background and Qualifications (20 points maximum)
  - 1.1. Provide a narrative background and company profile of the proposing Firm. Describe the company ownership. If incorporated, list the state in which the company is incorporated and the date of incorporations.
  - 1.2. Provide the location(s) of the company offices, the number of employees both locally and nationally, and the location(s) from which employees will be assigned.
  - 1.3. Provide the name, address, and telephone number of the Firm's point of contact for a contract resulting from this RFP.
  - 1.4. Provide a narrative Firm background/history, including the types of services provided and a description of the Firm's qualifications to provide the services described in this RFP. List the length of time the proposer has been providing the types of services described in this RFP.
  - 1.5. Provide resumes for key staff to be responsible for performance of any contract resulting from this RFP, and a brief description of the role(s) to be performed by each.
  - 1.6. Provide a plan for utilizing MBE and WBE firms in accordance with City, State, and Federal law and any relevant company background and/or history in MBE and WBE utilization on similar projects.
2. Project Experience (30 points maximum)
  - 2.1. Provide examples of relevant experience providing OPM services on projects of a similar size, scope, and budget within the last five (5) years. Include experience on construction projects in Rhode Island with a focus on municipal buildings, historic preservation and restoration, and similar State or Federal grant-funded projects.
  - 2.2. Provide a list of at least three (3) relevant client references, including contact names, addresses, phone numbers, dates of service, and types of services provided.
  - 2.3. Describe the current backlog of the proposing firm and the capacity to perform the scope of work on this Project, including a complete listing of all projects currently under contract and the estimated completion date of each contract.
3. Project Approach/Methodology (30 points maximum)
  - 3.1. Provide a detailed and organized narrative explanation summarizing the respondent's understanding of the Project.
  - 3.2. Identify key issues, constraints, challenges, and opportunities facing the Project.
  - 3.3. Define the methodology to be used to ensure that the Project is executed on time and within budget. Describe procedures to be used to minimize change orders, maintain project schedules, assure compliance with all City and Grant requirements, and complete the Projects as planned.



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Firms may be required to submit additional written information or may be asked to attend an interview with the Selection Committee including a presentation on the firm's proposal and Q&A. The Selection Committee, at its sole discretion, may conduct interviews with as many or as few of the proposing firms as it deems appropriate.

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 proposing firm feels is required to be part of the team to successfully accomplish the project.

The proposal with the lowest opened Estimated Total Fee (item B 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:

$$\text{Awarded Points for Cost Proposal} = ((\text{Lowest Estimated Total Fee}) \times 20) / (\text{Firm's Estimated Total Fee})$$

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

**PROVISIONS OF THIS PROJECT**

- Upon the issuance of the award from the Board of Contract and Supply – the City shall issue a contract to be executed by the City and the vendor incorporating the bid specifications. All provisions of the specifications are binding.
- Any permits required by the City of Providence and/or State of Rhode Island shall be obtained by the vendor – permit fees by the City of Providence shall be waived – the State ADA fee must be paid
- The Davis Bacon Act applies – prevailing wages must be paid for on site hours – employees shall be advised of the prevailing wage rates prior to mobilization on site.
- All on-site personnel shall be licensed and/or registered with the State of Rhode Island (as required) and shall have proof of all licenses/registrations required by the State of Rhode Island to perform the work required
- Consultant shall purchase and maintain insurance minimums per the attached Grant Subaward Agreement Addendum A: General Insurance Requirements.



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## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

- 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.



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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.