

195 DISTRICT

REQUEST FOR PROPOSALS



RFP # I19561

RFP Issuance Date: May 16, 2024

RFP Due Date: June 13, 2024

195 District Park Pavilion

Contents:

- 1.0 Proposal/Solicitation Information
- 2.0 Instructions and Notifications to Respondents
- 3.0 Overview
- 4.0 Scope of Work
- 5.0 Insurance
- 6.0 Acknowledgement of Risk and Hold Harmless Agreement
- 7.0 Additional Insurance Requirements
- 8.0 Proposal Content and Organization
- 9.0 Evaluation Criteria
- 10.0 Miscellaneous
- 11.0 Bid Form

- Appendix A Anti-Kickback Acknowledgement
- Appendix B Conflict of Interest Affidavit
- Appendix C Proposer ISBE Responsibilities and MBE, WBE, and/or Disability Business Enterprise Participation Form
- Appendix D General Contractor Apprenticeship Certification Form
- Appendix E Submission Checklist
- Appendix F Agreement between Owner and Contractor - AIA A101-2017. See project Dropbox.
- Appendix G General Conditions of the Contract for Construction - A201-2017. See project Dropbox.

1.0 - Proposal/Solicitation Information

Schedule

Pre-Proposal Conference:

There will be a **Pre-Proposal Conference on May 23, 2024 at 12:00 PM**, at **195 District Park on the west side of the Michael Van Leesten Memorial Bridge near Peck Street and Dyer Street**. Attendance is highly encouraged as this will be respondents' opportunity to visit and familiarize themselves with the location and facilities proximate to the 195 District Park Pavilion.

Please RSVP for the -Pre-Proposal Conference by May 21, 2024 emailing Justin Bernard at Colliers Project Leaders (justin.bernard@collierseng.com).

Requests for Further Information:

Requests for Information (RFIs) during the Proposal Period will be accepted until **May 29, 2024 at 4:00 PM**.

RFIs must be made **electronically** to the attention of **Justin Bernard at Colliers Project Leaders (justin.bernard@collierseng.com)**.

RFI responses **will be posted on June 3, 2024 at 195district.com/documents**.

Responses to RFI's and the questions and answers from the Pre-Proposal Conference will be provided as an addendum to this RFP.

Please reference the RFP number I19561 on all correspondence. Answers to RFI's received, will be forwarded electronically to all pre-qualified respondents.

RFP Submission Deadline: June 13, 2024 at 2:00 PM at the lobby of 225 Dyer Street in Providence.

*****Late submittals will not be considered*****

Respondents' names will read aloud on June 13, 2024 shortly after 2:00 PM. in the lobby of 225 Dyer Street, Providence, RI.

Following the proposal deadline, reviewers will score the proposals using the rubric set forth in this RFP and may select one or more respondents with which to interview and/or negotiate. The 195 District will then select a final respondent with which to enter into negotiations and execute a contract.

Following the execution of the contract, construction may commence immediately, but no earlier than July 1, 2024.

Proposals must be mailed or hand-delivered in a sealed envelope marked as follows:

Marked as: **195 District**
RFP Proposal Package #I19561
195 District Park Pavilion

To: **195 District**
225 Dyer Street,
Providence, RI 02903

Bonds/Surety Required

Payment & Performance Bonds = Yes

The Contractor will be required to furnish payment and performance bonds and all insurance documentation as outlined in the Purchasing Rules & Regulations and General Terms & Conditions of Purchase found at the State of Rhode Island Secretary of State's website.

Miscellaneous

The 195 District reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and act in its best interest. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The 195 District may, at its sole option, elect to require presentations(s) by respondents clearly in consideration for award.

2.0 – Instructions and Notifications to Respondents

- There will be a non-mandatory Pre-Proposal Conference on **May 23, 2024 at 12 PM at 195 District Park on the west side of the Michael Van Leesten Memorial Bridge near Peck Street and Dyer Street.**

Please RSVP for the Pre-Proposal Conference by **May 21, 2024** emailing Justin Bernard at Colliers Project Leaders (justin.bernard@collierseng.com).

- It is the respondent's responsibility to examine all plans, specifications, and conditions thoroughly and comply fully with all attached terms and conditions. Respondents must comply with all federal, state, and city laws, ordinances, and regulations, and meet any and all registration requirements where required for contractors as set forth by the State of Rhode Island. Failure to make a complete submission as described herein may result in a rejection of the proposal.
- All costs associated with developing or submitting a proposal in response to this RFP or to provide oral or written clarification of its content shall be borne by the respondent. The 195 District assumes no responsibility for these costs.
- RFI's/questions should be sent to Justin Bernard, Colliers Project Leaders: justin.bernard@collierseng.com by **May 29, 2024 at 4:00 PM.**
- RFI responses will be posted on **June 3, 2024** at 195district.com/documents.
- A submittal may be withdrawn by written request to the 195 District by the respondent prior to the stated RFP deadline. Contact: Justin Bernard, Colliers Project Leaders: justin.bernard@collierseng.com.
- Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the proposal opening date and may not be withdrawn, except with the express written permission of the 195 District. Should any respondent object to this condition, the respondent must provide objection through a question and/or complaint to the 195 District prior to the RFI deadline.
- All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
- The respondent has full responsibility to ensure that the proposal arrives at the stated location prior to the deadline set out herein. The 195 District assumes no responsibility for delays caused by the U.S. Postal Service or any other delivery service. Postmarking by the due date will not substitute for actual receipt of response by the due date. Proposals arriving after the deadline may be returned, unopened, to the respondent or may simply be declared non-responsive and not subject to evaluation at the sole discretion of the 195 District. For the purposes of this requirement, the official time and date shall be that of the computer or cellular phone of the lobby concierge receiving proposals in the reception area located in the lobby of 225 Dyer Street, Providence, RI.
- There will be a public proposal opening immediately following the submission deadline in the 195 District's reception area located in the lobby of 225 Dyer Street in Providence, RI whereby the names of respondents will be provided.

- Respondents are advised that all materials submitted to the 195 District for consideration in response to this RFP shall be considered to be public records as defined in R.I. Gen. Laws §§ 38-2-1, et seq., without exception, and may be released for inspection immediately upon request.
- Respondents are responsible for errors and omissions in their proposals. No such error or omission shall diminish any respondent's obligations to the 195 District.
- An award pursuant to this RFP will be made to a prime contractor who will assume responsibility for all aspects of the work, including through the use of subcontractors.
- The 195 District reserves the right to reject any or all proposals, or portions thereof, at any time, with no penalty. The 195 District also has the right to waive immaterial defects, minor irregularities, and formalities in any submitted proposal at its sole discretion. All material submitted in response to this RFP shall become the property of the 195 District upon delivery to the stated proposal submission location.
- This RFP and the RFP response by the selected contractor will be considered part of the Project Documents and incorporated into the contract between the Owner and selected contractor.

3.0 - Overview

The Owner (195 District) through its Owner's Project Representative (Colliers Project Leaders) and its consultant (Architecture Research Office or ARO) are soliciting proposals for construction of the 195 District Park Pavilion.

The Project Documents, consisting of the Project Manual along with the Plans and Specifications prepared by ARO comprises the proposal and construction documentation for this project. This RFP provides an overview of the proposal process and logistics for this project. The Project Documents together with the Contract comprise the Contract Documents for this project.

Project Description

About the 195 District

The I-195 Redevelopment District (195 District or the District) and its governing Commission were created in late 2011 to oversee the redevelopment of land made available in downtown Providence as a result of the relocation of Interstate 195. The Commission is focused on using the land to support growth of the knowledge-based economy in the state by developing a vibrant innovation district and reknitting the communities that were separated for decades by an elevated highway. The 26-acre District is comprised of individual parcels, the majority of which are developable land. Completed, planned, and under construction projects in the 195 District include office, lab, residential, and hospitality uses.

For more information on the 195 District, please visit www.195district.com.

About 195 District Park

195 District Park (the Park) is a seven-acre urban park located along the Providence River. Connected by the Michael S. Van Leesten Memorial Bridge, the Park links the east and west sides of the city and has views of the skyline and the Providence River.

The Park opened in 2019. It is heavily programmed with over 130 unique events held in 2023, and two seasonal, semi-permanent food and beverage establishments: a beer garden with a food truck program and an ice cream vendor. Events include concerts, community gatherings, art markets, conferences, family activities, fitness and movement classes, film screenings, and more. There are approximately 5,000 visits to District Park daily and about 1.5 million total visits in 2023.

For more information about District Park, visit www.195districtpark.com.

About the Project

The 195 District Park Pavilion (the Project) is being developed by the District and is part of the 195 District's larger placemaking initiative to create a vibrant live/work/play environment within the emerging innovation district. The Project is a ~3,200 SF free-standing structure containing a food and beverage space which will be operated by a tenant, public restrooms, and office space located on the west side of the Park. This Project will also include the addition of public WIFI to serve park visitors and electrical enhancements to support park programming.

The 195 District owns and operates the park and will coordinate with the Contractor around access, laydown, and other project logistics.

The schedule for the work calls for award of the contract by spring, 2024, early submittal review and approval/materials acquisition to begin at this time. The actual construction work may take place immediately upon contract execution and building permit acquisition but no earlier than July 1, 2024. Completion as early as possible is a priority of the District so that its restaurant tenant may be open during warm weather months of 2025. The Contractor's proposed completion date will be a part of the scoring criteria. The District will be applying for a building permit concurrent with issuing this RFP, and the Contractor will pull the permit upon being awarded the project.

4.0 - Scope of Work

The full scope of the project is illustrated on Project Documents. These documents are available digitally the project Dropbox found at this link:

<https://www.dropbox.com/scl/fo/t86ntbnxilfok394dmhgo/AA8NTHhdC8yHEvZHOQ8-bmE?rlkey=h996qojibchc7edl8eoxc6czs&st=2rbtilrg&dl=0>

PROJECT: 195 District Park Pavilion

OWNER/DEVELOPER: 195 District
225 Dyer Street, Fourth Floor
Providence, RI 02903

OWNER'S REPRESENTATIVE: Colliers Project Leaders
72 Pine Street
Providence, RI 02903

DESIGNER: Architecture Research Office (ARO)
1 Willoughby Square, Suite 1200
235 Duffield Street
Brooklyn, NY 11201

The Contractor shall provide a milestone schedule including completion date and a list of long lead items. Proposals will be evaluated in part on providing the earliest delivery date for project completion, not including overtime work.

The Owner may consider adjustment of the date of substantial completion based on availability of material at the time of award.

All storage and logistic items for construction will be confined to the construction areas as shown on the Project Documents or as otherwise agreed between the Contractor and the 195 District.

Prevailing Wage:

Local prevailing wage rates apply to this project. It is the responsibility of the Contractor before proposal openings to request, if necessary, any additional information on local prevailing wage rates for those tradespeople who are not covered by the applicable local wage decision, but who may be employed for the proposed work under this Contract. The Contractor shall obtain the latest wage rates as issued by the Department of Labor and Training.

Contractors Subject to Provisions –Weekly Payment of Employees:

All Contractors who have been awarded contracts for the 195 District, by an awarding agency or authority of the state or of any city, town, committee or by any person or persons therein, in which state or municipal funds are used and of which the contract price shall be in excess of one thousand dollars (\$1,000) and their subcontractors on such public works shall pay their employees at weekly intervals and shall comply with the provisions set forth in R.I. Gen. Laws §§ 37-13-4 to 37-13-14.

Ascertainment of Prevailing Rate of Wages:

Before entering into any contract with the 195 District, each respondent (Contractor and subcontractors) shall ascertain from the director of labor the general prevailing rate of the regular, holiday and overtime wages paid and the general prevailing payments on behalf of employees only, to lawful welfare, pension, vacation, apprentice training and educational funds (payments to said funds must constitute an ordinary business expense deduction for federal income tax purposes by Contractors) in the city, town, village or other appropriate political subdivision of the state in which the work is to be performed, for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract with the 195 District, and shall specify in the call for bids for the contract and in the contract itself the general prevailing rate of the regular, holiday, and overtime wages paid and the payments on behalf of employees only to such welfare, pension, vacation, apprentice training and education funds existing in the locality for each craft, mechanic, teamster, laborer or type of workman needed to execute the contract or work.

Applicability and Determination of Prevailing Rate of Wages:

Every call for bids for (a) every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof is party, for construction, alteration, and/or repair, including painting and decoration, of public buildings of the State of Rhode Island or any political subdivision thereof, and which requires or involves the employment of employees shall contain a provision stating the minimum wages to be paid to various types of employees which shall be based upon the wages that will be determined by the director of labor to be prevailing for the corresponding type of employees employed on projects of a character similar to the contract work in the city, town, village or other appropriate political subdivision of the State of Rhode Island in which the work is to be performed; and every contract shall contain a stipulation that the Contractor or his subcontractor shall pay all said employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the Contractor or subcontractor and such employees and that the scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractors so much of accrued payments as may be considered necessary to pay to such employees employed by the Contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid said employees on the work and the rates of wages received by such employees and not refunded to the Contractor, subcontractors, or their agents; (b) the (terms) “wages,” “scale of wages,” “wage rates,” “minimum wages,” and “prevailing wages” shall include:

1. The basic hourly rate of pay; and
2. The amount of
 - a. the rate of contribution made by a Contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

b. the rate of costs to the Contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the Contractor or subcontractor is not required by other federal, state, or local law to provide any of such benefits: Provided, that the obligation of a Contractor or subcontractor to make payment in accordance with the prevailing wage determinations of director of labor insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in paragraph (2)(a), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in paragraph (2)(b), or any combination thereof, where the aggregate of any such payments, contributions, and costs is not less than the rate of pay described in paragraph (1) plus the amount referred to in paragraph (2).

The latest revisions of the wages rates may be examined during business hours at the office of the Director of Labor or visit

<http://www.access.gpo.gov/davisbacon/index.html>.

ISBE Participation

This Project has a hiring goal for ISBE (defined below) as 10% of the total contract value. The respondent shall complete and sign the Appendix C hiring plan as part of this RFP response.

The Rhode Island Department of Administration has defined an ISBE as a small business enterprise that is owned by one or more individuals who are women or minorities as defined by R.I. Gen. Laws § 34-17.1-3 or that is owned or controlled by one or more individuals with disabilities as defined by R.I. Gen. Laws § 37-2.2-2. To be recognized, the business must be certified as either:

1. A minority business enterprise by the Office of Diversity, Equity, and Opportunity, a division in the Department of Administration (“ODEO”);
2. A women business enterprise by ODEO; or
3. A Disability Business Enterprise by the Governor’s Commission on Disabilities.

Minority Business Enterprise (MBE)

In accordance with R.I. Gen. Laws § 37-14.1-1, it is the policy of the State of Rhode Island to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs). Pursuant to R.I. Gen. Laws §§ 37-14.1-2 and 37-14.1-6, MBEs and WBEs shall be included in all state purchasing, including, but not limited to, the procurement of goods, services, construction projects, or contracts funded in whole or in part with state funds, or funds which, in accordance with a federal grant or otherwise, the state expends or administers. MBEs and WBEs shall be awarded a minimum of ten percent (10%) of the dollar value of the entire procurement or project. MBE participation credit shall only be granted for firms duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity, MBE Compliance Office (MBECO). The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php> or by contacting Krystal Waters at the MBECO at (401) 574-8606 or via email at Krystal.Waters@doa.ri.gov ”

State Public Works Contract Apprenticeship Requirements.

Notwithstanding any laws to the contrary, all general contractors and subcontractors who perform work on any public works contract awarded by the state after passage of this act and valued at one million dollars (\$1,000,000) or more shall employ apprentices required for the performance of the awarded contract pursuant to R.I. Gen. Laws § 37-13-3.1. The number of apprentices shall comply with the apprentice-to-journeyman ratio for each trade approved by the Apprenticeship Council of the Rhode Island Department of Labor and Training. To the extent that any of the provisions contained in this section conflict with the requirements for federal aid contracts, federal law and regulations shall control.

If the general contractor employs apprentices, then the apprentices must be subject to an apprenticeship agreement as defined by R.I. Gen. Laws § 28-45-10(1) in order for the general contractor to qualify for payment of the applicable apprentice wage rate set forth on the wage schedule pursuant to regulations of the Department of Labor and Training.

Prior to bidding on a state public works contract valued at one million dollars (\$1,000,000) or more, the general contractor shall certify compliance with apprenticeship requirements by fully executing a General Contractor Apprenticeship Certification Form which is attached as Appendix D. The general contractor shall meet one of the qualifications identified on said form. The general contractor shall attach and sign said form to its application to bid and submit to the awarding authority.

No contract award for a state public works contract valued at one million dollars (\$1,000,000) or more shall be made to any general contractor who fails to submit a fully executed and truthful General Contractor Apprenticeship Certification Form.

Form of Contract:

A lump sum contract (AIA: A101 and A201 modified) will be executed with the Contractor for the construction of the entire project. The AIA: A101 and A201 as modified and included in the Project Documents will be utilized.

No exception to the scope of work or contract will be considered unless such notification is given before the Proposal Due Date and within the Proposal Submission.

WORK PRACTICES

Part 1 - General

- 1.0 The construction barricades/temporary protection, where indicated on the Contract Documents, shall be inspected daily. Any corrections that are necessary to maintain security and keep the screening material in good shape shall be done following the daily inspection. A custom scrim design to be printed on a typical white mesh scrim will be specified. The Owner will provide design to the Contractor.
- 2.0 Contractor parking will be located off-site and is at the Contractor's expense. A parking garage is located adjacent to the Park and may be available for workers. Container storage will be located within the area designated by the Owner.
- 3.0 All construction debris and rubbish caused by the work is to be kept off of the premises and the surrounding area. The jobsite is to be cleaned daily and all construction materials, tools, equipment, machinery, and surplus materials shall be kept neat and orderly. The Owner reserves the right to request that the jobsite be cleaned when necessary.
- 4.0 Dust control shall be provided when necessary or when requested by the Owner.
- 5.0 The Contractor shall make every effort to limit the amount of noise caused by construction operations. All equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with city, state, and federal regulations.
- 6.0 Construction utilities costs such as special connections, delivery and generation costs shall be included in the bid price and paid by the Contractor, not the Owner.
- 7.0 No signs or advertisements of any kind, other than a Project Sign, will be allowed on the premises unless prior written consent has been obtained from the 195 District.
- 8.0 The employer and supervisor are responsible at all times for the actions and behavior of their employees. It is expected that all contractors/vendors and their employees/workers will act appropriately while on the 195 District property. Obscenity, inappropriate behavior, and loud and vulgar language will not be tolerated. Any contractor/vendor or employee/worker overheard employing such language or observed behaving in an inappropriate manner will be removed from the site immediately.
- 9.0 All personnel shall have appropriate attire, shirts, and shoes, are required at all times. All necessary safety equipment shall be worn where and when required.
- 10.0 OSHA 10 CERTIFICATION for all workers and employees to be employed at the worksite is required. Each individual shall have successfully completed required course in construction safety and health approved by the United States Occupational Safety and Health Administration.

- 11.0 Firearms or the use or possession of alcohol or illegal drugs on the job site is strictly prohibited. Any individual who is in possession of a firearm (whether or not properly registered) or is under the influence of illegal drugs or alcohol, or in possession of such shall be removed immediately from the property.
- 12.0 The 195 District may at any time require a state and national criminal record check of any and all persons onsite at the Contractor's expense. Any persons not passing to the satisfaction of the Commission in its sole discretion or providing proper information to complete the check shall be removed immediately from the property.

5.0 – Insurance

The Contractor shall maintain and keep in force such comprehensive general liability insurance as shall protect them from claims which may arise from operations under any contract entered into with the 195 District, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than one million dollars (\$1,000,000) combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The 195 District, 195 District's Consultants Architect, Architect's Consultants, and OPM shall be named as additional insured on the Contractor's General Liability Policy.

The Contractor shall maintain and keep in force such Workers Compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than five hundred thousand dollars (\$500,000).

6.0 - Acknowledgement of Risk & Hold Harmless Agreement

In addition to the indemnity provisions specified in the Contract Documents and to the fullest extent permitted by law, the Contractor, its officers, agents, servants, employees, parents, subsidiaries, partners, officers, directors, attorneys, insurers, and/or affiliates (Releasers) agree to release, waive, discharge and covenant not to sue the 195 District, its officers, agents, servants or employees, its architect and owner's representative (Releasees) from any and all liability, claims, cross-claims, rights in law or in equity, agreements, promises demands, actions and causes of action whatsoever arising out of or related to any loss, damage, expenses (including without limitation, all legal fees, expenses, interest and penalties) or injury (including death), of any type, kind or nature whatsoever, whether based in contract, tort, warranty, or other legal, statutory, or equitable theory of recovery, which relate to or arise out of the Releasers use of or presence in and/or on 195 District property. The Releasers agree to defend, indemnify and hold harmless the Releasees from (a) any and all claims, loss, liability, damages or costs by any person, firm, corporation or other entity claiming by, through or under Releasers in any capacity whatsoever, including all subrogation claims and/or claims for reimbursement, including any court costs and attorneys' fees, that may incur due to Releasers use of or presence in and on 195 District property; and (b) any and all legal actions, including third-party actions, cross-actions, and/or claims for contribution and/or indemnity with respect to any claims by any other persons, entities, parties, which relate to or arise out of Releasers use of or presence in and on 195 District property.

The Releasers acknowledge the risks that may be involved and hazards connected with use of or presence in and on 195 District property but elect to provide services under any contract with the 195 District with full knowledge of such risks. Releasers also acknowledge that any loss, damage, and/or injury sustained by Releasers are not covered by Releasees insurance. Releasers agree to become fully aware of any safety risks involved with the performance of services under any contract with the 195 District and any safety precautions that need to be followed and agree to take all such precautions.

The duty to indemnify and/or hold harmless the 195 District shall not be limited by the insurance required by the Contract Documents.

7.0 - Additional Insurance Requirements

In addition to the insurance provisions in the Contract Documents, the liability insurance coverage, except Professional Liability, Errors and Omissions or Workers' Compensation insurance required for performance of a contract with the 195 District shall include the 195 District, its divisions, officers and employees, the Architect and OPM as Additional Insureds but only with respect to the Contractor's activities under the contract. The insurance required through a policy or endorsement shall include:

- A. A Waiver of Subrogation waiving any right to recovery the insurance company may have against the 195 District; and
- B. A provision that the Contractor's insurance coverage shall be primary with respect to any insurance, self-insurance or self-retention maintained by the 195 District and that any insurance, self-insurance or self-retention maintained by the 195 District shall be in excess of the Contractor's insurance and shall not contribute.

There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal without thirty (30) days written notice from the Contractor or its insurer(s) to the 195 District's Director of Operations. Any failure to comply with the reporting provision of this clause shall be grounds for immediate termination of the contract with the 195 District.

Insurance coverage required under the contract shall be obtained from insurance companies acceptable to the 195 District. The Contractor shall pay for all deductibles, self-insured retentions and/or self-insurance included hereunder.

The 195 District's Director of Operations reserves the right to consider and accept alternative forms and plans of insurance or to require additional or more extensive coverage for any individual requirement.

8.0 - Proposal Content and Organization

See Appendix E “Submission Checklist” for required RFP response materials.

Pricing must include all costs as specified in this solicitation. Pricing for this proposal must be indicated on the Bid Form in Section 11.0.

All Bid Forms and Appendix Forms must be signed.

If any subcontractors are known at the time of submission of the proposal, please list their name(s), contractor license #, address and phone number, and specific description of the subcontract work to be performed.

Six (6) paper copies of your proposal, one (1) original and five (5) copies, must be submitted at the time of submission as well as one (1) electronic copy.

Please state any and all additions, deletions, and exceptions, if any, that you are taking to any portion of this proposal. If not addressed specifically, the 195 District assumes that the respondent will adhere to all terms and conditions listed in this RFP.

9.0 - Evaluation Criteria

The evaluation of proposals will be conducted in an expeditious time frame convenient to the 195 District.

The 195 District reserves the right to award on the basis of cost alone, accept or reject any or all proposals, and to otherwise act in its best interest. Further, the 195 District reserves the right to waive irregularities it may deem minor in its consideration of proposals.

Proposals will be evaluated in three (3) phases:

1. The first phase is an initial review to determine if the proposal, as submitted, is complete. To be complete, a proposal must meet all the requirements of this RFP.
2. The second phase is an in-depth analysis and review based on criteria below and their associated weights.

<u>Evaluation Criteria</u>	<u>Importance</u>
Experience/Qualifications/References	20 points
Schedule	25 points
Quality and completeness of RFP Response	10 points
<u>Cost</u>	<u>45 points</u>
TOTAL	100 points
MBE/WBE/DisBE Participation (additional potential points)	6 bonus points
Total Possible Points	106 points

3. The third phase is interviews with one or more respondents before negotiating a contract with a finalist. If the District cannot come to an agreement with the selected finalist, then the District will proceed to negotiation with the next highest scoring respondent.

In the event that the 195 District requires additional information, a respondent will provide the information at no cost to the 195 District.

10.0 - Miscellaneous

Respondents shall at all times comply with all federal, state, and local laws, ordinances and regulations and shall defend, indemnify, and save harmless the 195 District against any claims arising from the violation of any such laws, ordinances, and regulations, including but not limited to challenges as to the legality of any and all vendor installations.

The 195 District is exempt from the payment of the Rhode Island sales tax pursuant to R.I. Gen. Laws § 44-18-30(8). Further, the 195 District is also exempt from the payment of any excise or federal transportation taxes. The proposal prices submitted must be exclusive of same and will be so construed.

11.0 – Bid Form

RFP # I19561 District Park Pavilion

Date: _____

Submitted By: _____

(Include Name, Address and Telephone No.) _____

Name and remittance address that will appear on invoices:

Physical address of business:

General Information

Is your firm a sole proprietorship doing business under a different name? ___ Yes ___ No

If yes, please indicate sole proprietorship, a name, and the name you are doing business under.

Is your firm incorporated? ___ Yes ___ No

Will any of the work spelled out in this proposal be outsourced? ___ Yes ___ No

If so, please explain below:

Have you or your firm been subject to suspension, debarment or criminal conviction by the State of Rhode Island, or any other jurisdiction?

Yes: _____ No: _____

Have the 195 District, the State of Rhode Island, and/or any other governmental entity ever terminated a contract with your firm for cause?

Yes: _____ No: _____

Has your firm ever withdrawn from a contract with the 195 District, the State of Rhode Island and/or any other governmental entity during its performance?

Yes: _____ No: _____

Have you or your firm been a party in litigation against the 195 District, the State of Rhode Island and/or any other governmental entity?

Yes: _____ No: _____

If you answered yes to any of the foregoing, please explain the circumstances below. If you or your firm has been involved in litigation against the 195 District and/or the State of Rhode Island, please include the case caption, case number and status. (If more space is needed, please attach a separate sheet, and submit with the proposal.)

Is your company bonded? Yes _____ No _____

Please describe the nature and extent of all insurance coverage:

Addenda

The following Addenda have been received. The noted modifications to the Project Documents have been considered and all costs are included in the Bid Sum.

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Pricing Proposal
195 District Park Pavilion

Having examined the RFP, we propose to enter into a contract to perform services per the RFP specifications for the costs listed below:

A. BASE BID:

Having carefully examined Contract Documents, all Addenda as specifically listed below, and having examined the site and being familiar with conditions affecting work, Undersigned proposes to furnish materials and labor and perform Construction work as indicated with a hundred 100% payment and performance bond to complete the 195 District Park Pavilion Project work as called for by the Project Documents for the Stipulated Sum of:

\$,				,			.		
----	--	--	--	---	--	--	--	---	--	--	---	--	--

Numeric

Written

Undersigned agrees above stipulated sum is firm price and is not subject to extras or escalator clauses.

Complete the estimate of each subcategory of your bid price below. Each line must be accounted for. The purpose of this form is for bid comparison and to ensure all project scope is captured in the bids. The final schedule of values will be determined during subcontractor buyout and will be agreed upon between the Contractor and the 195 District.

BASE BID

Foundations	\$
Structure	\$
Exterior Closure	\$
Roofing	\$
Interior Construction	\$
Interior Finishes	\$
Plumbing	\$
HVAC	\$
Fire Protection	\$
Electrical/Security/Tel Data	\$
Equipment	\$
Site preparation	\$
Site Improvements: Hardscape, Landscape etc..	\$
Site Civil: Subsurface Utilities	\$
Custom Scrim Allowance	\$24,000
General Conditions and Requirements; Fee; and Insurance	\$
Bond	\$
Permits*	\$
TOTAL	\$

*Note: building permit is issued by State Building Commission; fees are per 195 District fee schedule: 1.4% of construction costs, inclusive of fire plan review.

Note in your estimate that this project is exempt from sales tax.

Anticipated mobilization date (not before 7/1/2024): _____

Anticipated completion date: _____

Please provide a separate milestone schedule, as well, per the submission requirements.

B. ALTERNATES

Deduct Alternate No.1: Remove granite sets, and replace with concrete paving. Refer to notes on L-100.	\$ _____
Deduct alternate No. 2: Remove granite curb and replace with concrete paving. Quantify and include coordinating reduction in soil fill. Refer to notes on L-100.	\$ _____
Deduct Alternate No. 3: Peck Street area utility stub-outs. Remove all scope related to bringing new utilities and futures from Peck Street. Refer to Civil Drawings.	\$ _____
Add Alternate No. 4: Provide Bluestone slabs in lieu of pre-cast concrete water table panels at exterior wall building perimeter condition: Base Bid: Provide pre-cast water table per Section 074400 "Concrete Faced Wall Panels". Alternate: Provide stone curb wall panels (Bluestone slabs) in lieu of pre-cast concrete water table per Section 044313 "Stone Masonry Veneer".	\$ _____
Deduct Alternate No. 5: Provide 7 day back up storage capacity for security CCTV system in lieu of base specification 30 day storage. Refer to Security/IT Drawings sheet SC-001 and Specifications.	\$ _____
Deduct Alternate No. 6: Provide window 1.08 as fixed unit in lieu of casement style as noted in base drawings.	\$ _____
Deduct Alternate No. 7: Provide fixed transoms for windows 1.01S in lieu of hopper function at transom panels as indicated in base drawings.	\$ _____
Alternate No. 8: Provide service and maintenance contract as noted in Section 281000 3.7.B.	\$ _____
Alternate No. 9: Provide service and maintenance contract as noted in Section 282000 3.7.A.	\$ _____
Add Alternate No. 10: Provide low energy ADA operator at public entry doors 1.02, 1.01A, 1.01B, 1.04A, and 1.04B in lieu of base bid pneumatic closers. Include all power provisions, wiring of interior and exterior actuators and integration with door access control when present. Additionally provide unit rates for implementation on a single individual door from the above list with and without security integration	\$ _____

The purpose of this form is for bid comparison and to ensure all project scope is captured in the bids. The final schedule of values will be determined during subcontractor buyout and will be agreed upon between the Contractor and the Owner.

- A. Definition: An alternate is an amount proposed by Bidders and stated on the Bid Form that will be added or deleted to the Base Bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems, or installation methods described in Contract Documents.
1. Owner acceptance of the change shall constitute the "exercise" of the alternate.
 2. The Owner shall have sole discretion as to whether to exercise the alternate or not and shall bear no liability to the bidder for the exercise or non-exercise of the alternate.
- B. Performance Period: Should the Owner exercise any or all of the alternates, the work included in each alternate shall be performed concurrently with the base contract work. There shall be no extension in contract performance time with the exercise of any or all alternates.
- C. Coordination:
1. Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
 2. Each alternate description may include certain work which must be included in the Base Bid to make the work complete IF the particular alternates are NOT exercised. The work shown on the drawings and described below as part of the alternate shall be priced separately and listed in the appropriate place on the Bid Form and should NOT be included in the Base Bid. The option price is the difference between the work described in the alternate and the work included in the Base Bid.
 3. All bidders shall provide a price for each alternate in the place provided on the Bid Form.
- D. Notification: Following award of contract, meet with Owner to discuss alternate list and timing required for accepting/rejecting various alternates.
- E. Schedule: A "Schedule of Alternates" is included in the bid form. Specification sections referenced in the schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
1. Include as part of each alternate, miscellaneous devices, appurtenances, and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.
 2. Include as part of the price of each alternate all costs attributable to project General Conditions, Supplementary Conditions, Division 1 Requirements, overhead and profit. No additional payments will be made by the Owner for the work of any alternate which is exercised beyond the Alternate Price listed, except in accordance with contract provisions related to Changes in the Work.

3. Include as part of the Base Bid all work identified in each description as Base Bid work. The items so designated constitute the work required to make the total project complete if the Owner does not exercise the alternate.

C. ADDENDA:

Undersigned certifies that the Base Bid includes Addenda listed below and they are hereby acknowledged as having been received and carefully reviewed by the Proposal Due Date:

Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:
Addendum No.	Dated:

F. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND:

Cost for providing Performance and Labor and Materials Payment Bond for the sum of the Contractor's change orders:

Add ____ % of Total Construction Value from \$ _____ to maximum of \$ _____.

Add ____ % of next Total Construction Value from \$ _____ to maximum of \$ _____.

Add ____ % of next Total Construction Value from \$ _____ to maximum of \$ _____.

D. UNIT PRICES AND LABOR AND MATERIAL RATES:

Labor: Unit rates shall be listed for major trades such as, but not limited to, abatement, carpenters, laborers, masons, heavy equipment operators, operators, electricians, HVAC technicians, Foreman/Supervisor for each trade, site superintendent and any other major trade employed in the completion of the Work. Labor rates shall include all overhead, profit, insurance, and supervision costs, and shall not be subject to any further markups when utilized in the computation of a Change Order amount. The Owner reserves the right to request additional labor rates. Use additional pages if the space provided below is not sufficient.

- Trade: Laborer Foreman Rate: \$ _____ per hour
- Trade: Laborer Rate: \$ _____ per hour
- Trade: Carpenter Foreman Rate: \$ _____ per hour
- Trade: Carpenter Rate: \$ _____ per hour
- Trade: Gypsum (Tape/ sand) Foreman Rate: \$ _____ per hour
- Trade: Gypsum (Tape/ sand) Rate: \$ _____ per hour
- Trade: Electrical Foreman Rate: \$ _____ per hour
- Trade: Electrical Journeyman Rate: \$ _____ per hour
- Trade: Electrical Apprentice Rate: \$ _____ per hour
- Trade: Fire Alarm Foreman Rate: \$ _____ per hour
- Trade: Fire Alarm Rate: \$ _____ per hour
- Trade: HVAC Foreman Rate: \$ _____ per hour
- Trade: HVAC Rate: \$ _____ per hour
- Trade: Plumbing Foreman Rate: \$ _____ per hour
- Trade: Plumber Rate: \$ _____ per hour
- Trade: ATC Foreman Rate: \$ _____ per hour
- Trade: ATC Design Engineer Rate: \$ _____ per hour
- Trade: ATC Programmer Rate: \$ _____ per hour
- Trade: ATC Technician Rate: \$ _____ per hour
- Trade: Pipe Fitter Rate: \$ _____ per hour
- Trade: Sheet Metal Foreman Rate: \$ _____ per hour
- Trade: Sheet Metal Worker Rate: \$ _____ per hour
- Trade: Insulator Foreman Rate: \$ _____ per hour
- Trade: Insulator Rate: \$ _____ per hour
- Trade: Flooring Foreman Rate: \$ _____ per hour
- Trade: Flooring Installer Rate: \$ _____ per hour
- Trade: Painting Foreman Rate: \$ _____ per hour

Trade: Painter Rate: \$ _____ per hour
 Trade: Abatement Foreman Rate: \$ _____ per hour
 Trade: Abatement Laborer Rate: \$ _____ per hour
 Trade: Fire Sprinkler Foreman Rate: \$ _____ per hour
 Trade: Fire Sprinkler Journeyman Rate: \$ _____ per hour

Include additional trade labor rates below:

Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour
 Trade: _____ Rate: \$ _____ per hour

General Conditions: Rate: \$ _____ per day

Roof Cutting and Flashing for Pipes
 per detail 2/A-607 Rate: \$ _____ per opening

Roof Cutting and Flashing for Ducts
 per detail 1/A-607: Rate: \$ _____ per opening

Furnishing and Installing
 Automatic ADA Door Openers

Incl. Power and Equipment: Rate: \$ _____ per door

Material and Equipment: Material and equipment charges used to compute Contract Change Orders will be based on original supplier invoices and a standard markup of ten Percent (10%).

These standard markups shall include all administrative and delivery and handling charges and shall not be subject to any further mark-up.

E. FEE FOR CHANGES IN THE WORK:

The total mark-up for each change shall not exceed 15% (10% for overhead + 5% for profit). For changes where the work is performed totally by the Contractor's direct forces, the 15% mark-up shall be assigned to the Contractor as the prime contractor. For work performed by a subcontractor(s), a maximum of 10% mark-up will be assigned to all subcontractors and/or sub-subcontractors performing work and 5% will be assigned to the Contractor. Unit labor costs are all-inclusive of all overhead and profit and shall not be subject to further mark-up. The change order mark-ups include all overhead, coordination, bond, insurance, profit and supervision costs, and these items shall not be subject to any further markups when utilized in the computation of a Change Order amount.

For changes which add additional time to the contract completion date, the General Conditions cost impact shall be as listed on the schedule of unit rates above. The unit rate for the general conditions associated with the time extension shall be inclusive of all direct and indirect costs and fees, including but not limited to all overhead, coordination, bond, insurance, cleaning, site support, management, profit and supervision costs, and shall not be subject to any further markups when utilized in the computation of a Change Order. Unit rate shall be for one (1) additional work day.

F. PROJECT REFERENCES:

Respondents are required to list references for the most similar prior work to this Project (be it restaurants, public spaces, etc.) your firm has performed.

Reference #1

Company Name: _____
Contact Person: _____ Telephone #: _____
Project Title: _____ Contract Value: _____
Email Address: _____

Reference # 2

Company Name: _____
Contact Person: _____ Telephone #: _____
Project Title: _____ Contract Value: _____
Email Address: _____

Reference # 3

Company Name: _____
Contact Person: _____ Telephone #: _____
Project Title: _____ Contract Value: _____
Email Address: _____

G. OTHER CERTIFICATIONS:

Undersigned agrees to execute the Contract for the above work for the above stipulated sum provided that the Undersigned be notified of acceptance of the proposal within ninety (90) days after time set for the receipt of proposals. Undersigned agrees to execute contract and deliver it to the Owner.

Undersigned agrees by submission of this proposal that the respondent is the only interested party submitting this proposal, that the Project Documents are incorporated herein, that there is no collusion, and the contract will not be assigned without the written consent of the Owner.

Undersigned certifies that included within their proposal are only employees and subcontractor employees that will be employed at the worksite that have successfully completed and obtained certification in a course in construction safety and health approved by the United States Occupational Safety and Health Administration as required by the laws of the state.

Undersigned certifies, under penalty of perjury, that to the best of his knowledge and belief that:

The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement with any other respondent or competition on any matter whatsoever for the purpose of restricting competition;

Except as may be required by law, prices quoted in this proposal have not been knowingly disclosed prior to the opening of proposals; and

No attempt has been made nor will be made by the respondent to induce any other person, partnership, or corporation to submit or to refrain from submitting a proposal for this Project.

Undersigned represents to Owner that it has the labor, machinery, equipment, supplies, and credit to meet the schedule completion requirements more specifically enumerated in the Section 10000 – General Requirements.

Firm: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

(Corp. Seal)

(Notary Seal)

ANTI-KICKBACK ACKNOWLEDGMENT

ALL RESPONDENTS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The Respondent acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the 195 District who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the Respondent acknowledges, under the pains and penalties of perjury, that he/she/it has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the 195 District who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

SIGNATURE OF RESPONDENT DATE

TITLE

COMPANY

Title of RFP:

Appendix B

CONFLICT OF INTEREST AFFIDAVIT

The undersigned does solemnly declare under the pains and penalties of perjury that this Affidavit is true and correct to the best of my knowledge, information, and belief on behalf of myself and _____ . (“Contractor”):

- 1. The Contractor entered into an Agreement dated _____ (“Agreement”) with the I-195 Redevelopment District (the “District”), which provides that the Contractor shall undertake certain services with regard to _____.
- 2. The undersigned warrants that except as disclosed in paragraph 4 below, there are no relevant facts, circumstances now giving rise or which could, in the future, give rise to a conflict of interest as defined herein. For purposes of this affidavit, “Conflict of Interest” means that because of other activities or relationships with other persons, a person or the Contractor is unable or potentially unable to render impartial assistance, advice or services to the 195 District, or the person’s objectivity in performing the work set forth in the Agreement is or might be otherwise impaired or has an unfair competitive advantage.
- 3. The following facts or circumstances give rise to or could in the future give rise to a conflict of interest (Explain in detail):
- 4. The undersigned agrees that if an actual or potential conflict of interest arises or the undersigned learns of or has reason to believe an actual or potential conflict of interest or an appearance of a conflict of interest may arise involving the 195 District, the Undersigned and/or the Contractor, after the date of this affidavit, the undersigned shall immediately make a full disclosure in writing to the 195 District of all relevant facts and circumstances. This disclosure shall include a description of actions with the undersigned or Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest or appearance of a conflict of interest. The undersigned and the Contractor shall work with the 195 District to take any action determined by the 195 District to address such situation.

Executed this _____ day of _____, 2024.

 Contractor:
 By: _____
 Name: _____
 Its duly authorized _____

Appendix C

PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

A. Proposer's ISBE Responsibilities (from 220-RICR-80-10-2)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms as reasonably requested by the 195 District's MBE/WBE/DisBe Coordinator including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the 195 District's MBE/WBE/DisBE Coordinator including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the 195 District's MBE/WBE/DisBE Coordinator of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the 195 District, and the 195 District and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Respondents are required to complete, sign, and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise 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 MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of RI Certification: MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

Total Contract Value (\$):

Subcontract Value (\$):

ISBE Participation

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

APPENDIX D



General Contractor Apprenticeship Certification Form

_____ (Company Name & Address)
(hereafter “bidder”) hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- A. Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain “on the job training” experience in the apprentice’s trade by performing on the contract;
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain “on the job training” experience in the apprentice’s trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C. Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain “on the job training” experience in the apprentice’s trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
- D. Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain “on the job training” experience in the apprentice’s trade by performing work on the contract (attach relevant section of labor agreement and signature page);
- E. Bidder will not perform work on the awarded contract except through subcontractors (non performance);
- F. Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Printed Name and Title of Authorized Representative Date

Signature of Authorized Representative

Appendix E

SUBMISSION CHECKLIST

1. _____ Company narrative, including:
 - i. Address
 - ii. Number of employees
 - iii. Years in business
 - iv. Capacity of firm to expeditiously commence work
2. _____ A brief narrative of the respondent's three best examples of similar projects such as restaurants, public spaces, public agency work, etc.
3. _____ At least three (3) references for similar projects, per the bid form.
4. _____ Project schedule including at least the following detail:
 - i. Commencement date
 - ii. Site work completion date
 - iii. Building envelope completion date
 - iv. Certificate of Occupancy date
 - v. Landscape completion date
 - vi. Final completion date
 - vii. A list of potentially long lead time items
5. _____ Resumes of key staff including executive, project manager, and site superintendent assigned to the project.
6. _____ Fully-completed, signed, and notarized bid form in Section 11.
7. _____ Insurance certificates evidencing meeting the insurance requirements per this RFP.
8. _____ A list of any qualifications and exceptions
9. _____ A mark-up of the enclosed AIA contracts if respondent has any comments
10. _____ A completed and signed MBE, WBE, and/or Disability Business Enterprise Participation form found in Appendix C
12. _____ A signed Anti-Kickback Acknowledgement form found in Appendix A.
13. _____ A signed Conflict of Interest Affidavit form found in Appendix B.
14. _____ Evidence of the ability to furnish a payment and performance bond.
17. _____ Certification that a Certificate of Good Standing from the Rhode Island Division of Taxation will be delivered to the 195 District upon award.
18. _____ A listing of all current and on-going contracts which may be of conflict of interest.
21. _____ A disclosure of all outstanding financial obligations with the State of Rhode Island.

Appendix F & G

Appendix F: Agreement between Owner and Contractor - AIA A101-2017.

Appendix G: General Conditions of the Contract for Construction - A201-2017.

See project Dropbox for copies of both documents at
<https://www.dropbox.com/scl/fo/t86ntbnxilfok394dmhgo/AA8NTHhdC8yHEvZHOQ8-bmE?rlkey=h996qojibhc7edl8eoxc6czs&st=2rbitlrg&dl=0>