



## **RFP: NP-2023-007**

Construction Management Services:

Centredale, Greystone, and Whelan Elementary Schools

Sealed proposals will be received in the Office of the Purchasing Agent at the North Providence Town Hall, 2000 Smith Street, North Providence, Rhode Island 02911, until 10:45 A.M. on Wednesday June 7, 2023. proposals will be opened publicly and read aloud in the Assembly Room of the North Providence Town Hall on Wednesday June 14, 2023 at 11:00a.m.

There will be a mandatory pre-proposal Conference on Wednesday May 24, 2023 at 11am in the North Providence Town Hall Assembly Room (Ground Floor).

RFI's will be submitted no later than Tuesday June 7, 2023 by 3pm and will be required to be in writing to Owner's Project Manager, Matt McBurnie, [mmcburnie@leftfieldpm.com](mailto:mmcburnie@leftfieldpm.com).

## **Section A - Introduction:**

The Town of North Providence is soliciting proposals from qualified firms to provide construction management services for the Centredale, Greystone, and Whelan Elementary School projects, consistent with RIDE's Necessity of Construction Guidelines Stages III and Stage IV.

Link to referenced Standards:

<http://www.ride.ri.gov/FundingFinance/SchoolBuildingAuthority/NecessityofSchoolConstruction.aspx>

The contract period will begin approximately June 30, 2023.

See Appendix D for a more detailed schedule.

*Respondents must be approved under the State of Rhode Island's continuous recruitment program for Pre-Qualified Prime Contractors for K-12 Construction Projects (MPA 574).*

### General Requirements:

Interested bidders must attend a Mandatory pre-bid conference Wednesday May 24, 2023 at 11:00 am 2000 Smith Street, North Providence, Rhode Island – Assembly Room.

The Town may reject any proposal, which are not in accordance with the prescribed documentation, not properly signed, or otherwise contrary to instructions. Any and all proposals shall be rejected if there is reason to believe that collusion exists among the bidders.

Regardless of the cause of delay, no proposal that is received by the Purchasing Agent after terminal time recorded herein shall be given any consideration. The responsibility for assuring the receipt of proposals before the specified closing time is incumbent upon vendors.

Sealed envelopes should contain original and five (5) copies labeled "copies" of your proposal(s) and one electronic copy. Envelopes should be clearly labeled as stated herein and delivered to:

Town of North Providence  
Purchasing Agent  
2000 Smith Street  
North Providence, RI 02911

## **Section B - Instructions and Notifications to Bidders:**

### **General Information**

1. Firms should review all sections of this RFP carefully, follow instructions as indicated, and provide all information as requested. Failure to include the requested qualification information as described within this RFP, and in subsequent official communications, may result in disqualification of the submission.

2. Although alternative approaches to accomplish the intended results of this RFP may be included with submission, proposals should not depart from or alter the terms, program requirements, or scope of work as defined by this RFP. Proposals which do not conform to this requirement may be disqualified.

3. The Town of North Providence assumes no responsibility for the costs of developing, completing, and submitting proposals in response to this RFP. All costs, even if the RFP is cancelled or continued, are the responsibility of the offeror.
4. Submissions are considered to be irrevocable for a period of not less than 30 days following the opening date, and may not be withdrawn, except with the express written permission of the Town of North Providence.
5. It is intended that an award pursuant to this RFP will be made to a prime contractor who will assume responsibility for all aspects of the work.
6. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
7. Vendors are advised that all materials submitted to the Town of North Providence for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, et seq. and may be released for inspection upon request once an award has been made.
8. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).

The Purchasing Board reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept the proposal deemed most favorable to the interest of the Town.

PROJECT TEAM

Awarding Authority:	Town of North Providence
Funding Authorities:	Rhode Island Department of Education (RIDE-SBA) Town of North Providence
Project Oversight:	North Providence School Building Committee (SBC)
Project Manager:	Leftfield, LLC.
Designer:	Studio Jaed/SLAM

**Contract Information**

The contractual document as provided in **Appendix E (AIA A133-2019: Standard Form of Agreement Between Owner and Construction Manager as Constructor)** will serve as the contract for this commission. All firms submitting should review this document to become familiar with its' requirements and the Owner's contract expectations. The submissions should include services as described in the form of agreement. Any terms of this contract unacceptable to the proposing firm must be noted within submissions. The Owner reserves the right to negotiate terms and conditions with the successful firm and reserves the right to make modifications.

## Scope of Work and Requirements

The Owner intends to enter into contract with one prime contractor to provide construction management services for the Centredale, Greystone, and Whelan Elementary School projects. **The successful firm must provide all services necessary to comply with the RI Department of Education of Necessity of School Construction Application Stages' III & IV. It is the responsibility of the offeror to familiarize themselves with these regulatory requirements.**

The prime contractor selected shall provide pre-construction, construction, close-out, and demolition services as required in the AIA A133-2019: Standard Form of Agreement Between Owner and Construction Manager as Constructor, as well as any other work as described below.

The Pre-Construction phase is expected to last 9+/- months. Please note that Pre-Construction will overlap with the performance of early bid packages of construction work as shown on the attached schedule. The CM shall be responsible for cost estimating, scheduling, value engineering, systems life cycle cost analysis, constructability reviews, planning site logistics, subcontractor bidding and management of early bid packages. The CM shall carefully review the construction documents for constructability and completeness to mitigate potential claims that may arise from ambiguities, conflicts, overlaps or omissions in the construction documents. While it is understood that the CM is not responsible for the completeness of the construction documents, the CM is expected to identify "gaps" in the documents and coordinate and assign applicable scope relating to these "gaps" in the documents. During the pre-construction phase of the project, the CM shall work closely with the SBC, the Owner's Project Manager (OPM) and the Architect/Engineers on the specific tasks listed below and shall provide all other services required for projects of the type and scope of this project and customarily provided by a construction manager at risk during the pre-construction phase of the project.

- A. Design Review: The CM shall work with the Architect by reviewing the design development and construction documents. Due to the schedule, the CM's review shall be timely. The CM's reviews shall take into account quality of materials, systems and equipment to ensure that the construction documents will result in an efficient design and minimum lifecycle costs. The CM's reviews will also seek to eliminate areas of conflict and overlap of work to be performed by subcontractors and to ensure that there are no gaps in the design. The CM shall participate in design decisions by providing information, estimates, options and recommendations regarding construction materials, methods, systems, phasing and costs that shall provide the highest quality building within the project budget and schedule. The CM's reviews shall be provided in writing with detailed notations on the drawings and specifications and coordinated with a detailed spreadsheet of the notations and recommended solutions in order to track the issues to final resolution.
- B. Assignment of Scope and Scope Bid Clarifications: The CM is expected to review the design drawings and provide comment regarding assignment of scope to various trades. Based on the CM's comments, the Designer will assign the scope on the drawings as well as the CM providing clarifications in the Scope Bid Clarifications. The intent of this task is to assign scope to trades that would benefit the project with sequence of work operations and to provide an overall scheduling benefit. The CM is expected to develop a thorough Scope Bid Clarification list for each filed sub trade and subcontractor package of work.
- C. Phasing and Scheduling: Within thirty (30) calendar days of the execution of the Contract the CM shall provide a Master Phasing and Project Schedule which shall organize and identify all significant project activities. With input from the SBC, the OPM and the Architect, the CM shall update the project schedule at least monthly or as required to reflect the most recent project

developments. The Master Project Schedule shall be a Critical Path Method (CPM) Schedule that includes data on costs and resources. The CM shall participate in routine coordination meetings with the Town, School Building Committee, and local neighbors regarding site access and site construction operations.

- D. Site Logistics: Due to the multi-faceted school campus site, the CM shall work with all stakeholders associated with the project to develop a site logistics and utilization plan that is in the best interest of the project. Items to note are:
- i. This plan shall include a NFPA 241 plan which will be approved by the Town Fire Department.
  - ii. The site utilization plan shall include an analysis of a truck route through the Town to the site including site access and entry to all construction access points within the overall property. This plan is subject to approval from the Town of North Providence Police Department, Town of North Providence Fire Department and School District.
  - iii. The CM shall include in their General Conditions, engineering and advisement services related to the development and routine modifications [as required through changing site conditions] of a SWPPP management plan.
- E. Project Cash Flow Chart: Within thirty (30) days of the execution of the Pre-Construction Phase Services Contract, the CM shall submit a projected project cash flow chart with anticipated costs to be spent on a month to month basis throughout the anticipated project. Thereafter, the CM shall provide updated cash flow projections as requested.
- F. Value Engineering: The CM shall provide a written analysis of all value engineering opportunities for building materials, systems and equipment and shall perform life cycle cost analyses for major building elements.
- G. Constructability Review: The CM shall check the construction documents for completeness and coordination of work among the trades, shall make recommendations to the SBC, the OPM and the Architect regarding necessary modifications.
- H. Cost Control Management: With input from the OPM and the Architect, the CM shall prepare a full and complete cost estimate at the start of the pre-construction phase based upon documents provided to the CM by the Architect and provide other estimates at appropriate intervals during the completion of the construction documents. All estimates shall be provided in a format acceptable to the Awarding Authority and RIDE. Estimate intervals for detailed cost estimates and reconciliations shall be immediately following CM Contract award, Design Development, 60% CD and 90% CD milestones of the project or as further defined or requested by RIDE or the owner's project manager. Estimates are to be prepared in Unifomat II, level 3 and CSI Master Format 6-digit format to level 3. The CM shall evaluate each of these estimates against the current construction budget, and where necessary, shall recommend appropriate value engineering items for consideration by the SBC in order to correct and/or avoid potential cost overruns. The CM shall prepare new estimates based on approved value engineering items to ensure that the construction budget is met. Authorization to proceed shall be contingent upon the acceptance of the CM's cost estimate as compared to the Project's construction budget. In addition, the Owner may obtain an independent cost estimate.
- I. Approvals: The CM shall monitor and track in the master project schedule design phase activities related to obtaining all required regulatory approvals.

- J. Subcontractors / Packages: The CM will lead and participate directly in the management, solicitation, prequalification, and bidding of work to be performed by Sub-Trade Contractors (subcontractors).
- a. The CM shall develop the most logical, competitive, seamless, and distinct subcontractor bid packages with all scopes of work included in the packages and shall include bid alternates in each subcontractor bid package where appropriate. The CM is responsible for assuring that each of the subcontractors understands the project schedule and the relationship between the CM and the Awarding Authority.
- K. Bid Phase Services: The CM shall work with the SBC, the OPM and the Architect to determine the number and make-up of the subcontractor bid packages. The CM shall stimulate subcontractor interest in the project in order to solicit bids for each trade from at least three (3) qualified subcontractors. The CM shall review bids from prospective subcontractors and shall evaluate the bids along with the SBC, the OPM and the Architect in order to determine the most responsive and advantageous bidder for each scope of work. All bids from subcontractors and quotes for any other direct construction cost item, including materials, shall be provided to the SBC in an “open book” process at all times during all phases of the project.
- a. The CM shall evaluate each of these subcontractors’ bids against the current construction budget and where necessary, shall recommend appropriate value engineering items for consideration by the SBC in order to correct and/or avoid potential cost overruns. The CM shall re-bid subcontract packages where necessary, based on approved SBC value engineering items to ensure that the construction budget is met.
- L. Development of a Guaranteed Maximum Price: After award of the CM Contract, the CM and the Owner shall develop a Guaranteed Maximum Price (GMP) for performing the Construction Phase services. The GMP provisions are described in Section 6.5 of the Agreement for Construction.

GMP = General Conditions + Cost of Work (including project requirements) + CM’s Fee + CM Construction Contingency

The CM’s proposed GMP shall include a CM Construction Contingency.

The SBC may ask the CM to proceed with specific early construction phase services for the Project at an agreed upon price prior to the time that the CM’s preconstruction services are complete and prior to the negotiation of the GMP.

Construction Services Plan:

The Offeror shall submit its plan for managing the construction of the Project. The plan shall explain the Offeror's management structure and methodology for project management, the logistics and sequencing of the Work, methods of maintaining the safety of faculty and students during construction and, in broad terms, means and methods of performing the Work. It should indicate the Offeror's project specific program for quality assurance and quality control. The Offeror shall describe how they will comply with requirements for schedule development, cost loading, resource loading, monthly schedule updates, and weekly project meeting review of the look-ahead schedule. The plan should address how the Offeror will achieve coordination among and between trades. The plan should discuss the steps the Offeror will take to minimize change orders and claims. The plan shall address how the Offeror will propose to work with RIDE’s commissioning agent to commission all of the building systems. The plan should include a list of the Managerial and Technical Personnel who will be involved in managing the Project during the construction phase, and the start date and duration for each such person. Unless the plan indicates otherwise, staffing commitments shall be assumed to be full time for this Plan.

The CM shall furnish construction administration and management services to construct the project in an expeditious and economical manner consistent with the interests of the SBC. The CM shall work closely with the SBC, the OPM and the Architect on specific tasks listed below and all other work that is ordinarily performed by a Construction Manager during the Construction phase of a project:

A. Execute Sub-Contracts: The CM shall enter into subcontracts with the successful bidder approved by the SBC in each trade. Supplementary General Conditions, if any, shall be incorporated into each subcontract.

B. Permits: The CM shall obtain and pay for all required construction related permits including but not limited to the building permit. The CM shall directly participate and assist in the management all project related permitting requirements. *Please note that permit costs shall be considered "cost of the work," and the cost of Town issued permits may be waived.*

C. Bonds and Insurance: The CM shall furnish all bonds and insurance for itself and all subcontractors as required by the contract documents. Please refer to Article XIV: INSURANCE REQUIREMENTS in the General Conditions of the contract.

D. On-Site Management: The CM shall provide and maintain a construction site office and provide all site management and administration necessary to meet the contract requirements and to complete the project. The CM shall provide and maintain a separate construction site office with reasonable amenities for the OPM and Architect.

E. Utility coordination: The CM shall participate, lead all utility coordination meetings and manage all utility de-commissioning and new service installation with local utility services on behalf of the project.

F. Subcontractors: The CM shall manage and coordinate the work of all subcontractors and others engaged in the construction of the project. The CM shall obtain from subcontractors all shop drawings, samples, product literature as required by the Construction Documents. The CM shall review materials for accuracy, completeness, appropriateness and coordination purposes both before forwarding them to the Architect for review and after the Architect returns the reviewed submittal. All critical path submittals from the subcontractors shall be evaluated by the CM and incorporated into the CM's overall critical path schedule for the construction.

G. Administrative Procedures: With input from the SBC, the OPM and the Architect, the CM shall implement procedures for reviewing and processing requests for information or clarifications and interpretations of the Contract Documents; shop drawings, samples, and all other submittals, contract schedule adjustments, change order proposals, proposals for substitutions, payment applications, as-built drawings and maintenance logs.

H. Supervision: The CM shall continuously supervise and observe all construction work in progress to ensure that the work is proceeding in accordance with the construction contract documents.

The CM shall develop and implement an Air Quality Management Plan for the work on site. The AQM Plan shall be approved by the SBC and Town prior to any construction commencing.

I. Meetings: The CM shall hold, run, organize, lead and document (take meeting minutes) all project meetings during the pre-construction phase as well as construction progress meetings with the SBC representatives, the OPM and the Architect/Engineers as required. The CM shall also conduct regular

meetings at the site with the subcontractors. In addition, and as requested, the CM shall meet to report on construction progress to the Awarding Authority, SBC, and the OPM at regular intervals throughout the project. The CM shall meet with all project stakeholders as requested to update and inform them of site operations and project milestones.

J. Quality Control Program: The CM shall develop and implement a Quality Control Program, which shall include review, approval, monitoring and enforcement of the quality control program of all subcontractors. The CM shall coordinate the installation of mock-up areas as indicated on the documents.

K. Safety Program / CORI Program: The CM shall develop and implement a project wide safety program, which shall include review, approval, monitoring and enforcement of the program for subcontractors. The CM shall be responsible for developing, implementing, enforcing and monitoring the on-site CORI program requirements with regard to the CM's personnel and all trade and subcontractor personnel.

L. Reports: The CM shall furnish to the SBC's project representative monthly reports concerning the progress of the work which addresses: (a) compliance with the construction schedule, (b) status of major scopes of work being performed by the CM and subcontractors, (c) status of shop drawings, submittals, RFI's and material procurement, (d) workforce hours status including total workforce hours, minority hours, minority percentage, female hours and female percentage, (e) safety/occurrences, (f) status of change orders, (g) 30 day look ahead, (h) MBE/WBE status updates, and (i) other matters relating to the progress of work as directed by the Owner's Project Manager or RIDE. These reports shall be delivered as part of the monthly payment requisition. Failure to provide said report may result in payment delay. In addition to monthly reporting, the CM shall compile a hi-level weekly report look-ahead which will be posted weekly on a website/portal which will be developed and managed by the CM Firm.

M. Substantial Completion: The CM shall advise the Architect and OPM when it considers each phase of the work to be substantially complete and shall prepare a list of incomplete work and work which does not conform to the requirements of the construction documents.

N. Record Keeping: The CM shall maintain complete and accurate records, including (a) correspondence, (b) meeting notes and minutes, (c) shop drawings and submittals, (d) construction documents including change orders, (e) clarifications and interpretations of the construction documents issued by the Architect, (f) progress reports including observations of testing performed, (g) as-built drawings (h) accounting records, (i) prevailing wage certificates and (j) all other project related documents. These documents are to be maintained electronically and in "paper" format on site.

O. Construction Kickoff Meeting: With the OPM, the CM shall conduct a construction kickoff meeting with appropriate representatives from the CM's team, the design team and the school staff. The CM shall prepare for the meeting documents that establish job procedures (e.g. for managing project communications, for ensuring job-site safety, for scheduling meetings and field testing/inspections and for processing clarifications, change orders, shop drawings, progress payments).

P. Update the Master Project Schedule: The CM shall update the Master Project Schedule each month. The CM shall review and approve the subcontractors' schedules for compliance with the individual requirements of each trade subcontract and the overall Master Project Schedule. The CM shall review and approve subcontractors' proposed construction schedule for logic, reasonableness and conformance to the requirements of the Contract Documents. The CM shall conduct a daily review of



the subcontractors' progress and conformance with monthly updated construction schedules.

Q. Review Monthly Progress Payment Requests: The CM shall review and approve subcontractors' monthly progress payment requests and shall compare the requested payments to actual work complete in accordance with the pre-approved Schedule of Values presented by the subcontractor at the beginning of construction. The CM shall inspect certified payroll of all subcontractors and ensure compliance with State and Federal prevailing wage requirements. The CM shall combine invoices and prepare an Application and Certification for Payment (AIA Form G702) which shall include a current overall Schedule of Values which shall include any requested application of the Construction Contingency. The CM shall submit these in quadruplicate to the town's Finance Director and RIHEBC for approval and recommendation of payment by the SBC and the Awarding Authority. The Schedule of Values will be structured as to track costs that are reimbursable by the Rhode Island Department of Education-SBA separate from non-reimbursable costs. The CM shall obtain partial and final lien releases as noted within **Appendix E (AIA A133-2019: Standard Form of Agreement Between Owner and Construction Manager as Constructor)**.

R. Project Cash Flow: Within thirty (30) days of the execution of the Notice to Proceed into the Construction Phase, the CM shall submit a project cash flow projection showing how the GMP is anticipated to be spent on a month to month basis throughout the anticipated construction period. Thereafter, the CM shall provide monthly updated cash flow projections for each month of construction.

S. Act as Liaison: The CM shall work with the SBC in order to minimize any construction-related disruption of the neighborhood. The CM shall coordinate with all stakeholders any work that may have an impact on the neighborhood.

T. Clarify Design: The CM shall coordinate and address subcontractors' Requests for Information (RFI's) with the Architect. RFI's shall be tracked through the field office by the CM. The Architect shall be responsible for interpretations and clarifications of the Contract Documents. The Architect shall prepare sketches to clarify Contract Documents where necessary. The CM shall be responsible for managing the clarifications and interpretation process.

U. Coordinate and Supervise Subcontractors Work: Throughout construction, the CM shall provide direct supervision, scheduling and problem resolution for subcontractors.

V. Provide Necessary Personnel: The CM shall provide all necessary construction management, supervisory and clerical staff for the proper management of the construction of the project.

W. As-Built Drawings: Throughout the construction phase of the project, the CM shall develop and maintain detailed as-built drawings and shall monitor the subcontractors to ensure that other such drawings are prepared thoroughly and in a timely manner. At the completion of the project and prior to submission of its final application for payment, the CM shall submit to the Architect for review and approval all of the as-built drawings. Progress submissions will be required at the completion of each phase of the work.

X. Project Closeout Procedures: The CM shall develop and implement procedures for the orderly completion of punch list items and for the final inspection, testing, programming and initial operation of all equipment and systems. The CM and the subcontractors shall participate, as required by the Awarding Authority's Commissioning Agent, in startup, testing and adjusting of the projects mechanical electrical and plumbing systems in order to satisfy the testing program developed by the Commissioning Agent. The CM shall prepare a recommendation for the final acceptance of the project

after the subcontractors have corrected deficient work and satisfied all contract conditions. The CM shall prepare a final payment request and final report. The CM shall coordinate all training for the school on the use of the new building systems.

Y. Project Closeout Documents: The CM shall provide a complete set of Project files to the SBC's representative. These documents shall include, but not be limited to, as-built drawings, operation and maintenance manuals, approved shop drawings and submittals, RFI responses and warranties. With the exception of submittals and RFI responses, all close documents shall be transferred as "paper" copies and in electronic format in an organized manner.

Z. Post Construction Responsibilities: The CM shall ensure performance of all warranty obligations, resolution of all claims and other post construction requirements. The CM shall participate with the project team and commissioning agent 10 months after substantial completion to aid in the review of the site and building's systems to ensure that all systems are functioning properly.

AA. Quality: CM shall construct a facility of high quality, durability, operability and maintainability. The quality of construction as to construction type, mechanical systems, electrical systems, plumbing systems, telephone systems, computer network, audio-visual systems hardware, fixtures, equipment, building appurtenances and all other aspects of the project shall be consistent with the level of design intent in overall quality developed during the pre-construction phase of the project. The quality of construction shall be consistent with state, local and federal laws and regulations.

## **Section C – Submission Information:**

### **1. Receipts and Opening of Proposals**

Sealed proposals (bids) will be accepted in the office of the Purchasing Agent, North Providence Town Hall, 2000 Smith Street, North Providence, R. I. until 10:45 a.m. on Wednesday June 14, 2023. Bids will be opened immediately after, at approx. 11:00 a.m. that day. No bids received thereafter will be considered.

### **2. Form of Proposal:**

The submission should address specifically each of the following elements **in the order presented** below. Each section will be scored relative to the amount of available points as enumerated in Section C12.

**Bid Amount:** See **Appendix F** for requirements.

#### **Staff Proposals:**

The Offeror shall also provide a Staffing Plan, which shall include an organizational chart to describe in detail the staff it will assign to the project during each phase of the project, including each of the following project phases: Pre-Construction Services, Preparation of Subcontractor Bids, Solicitation of Subcontractor Bids, Construction, Commissioning and Project Close Out. The chart should clearly indicate the anticipated duration (in months) of each phase and the number of hours per month budgeted for each staff level for each phase.

a. Provide current workload of each staff member listed. Level of involvement

with current projects, ability to devote required time, etc.

b. Commuting Logistics: Address employee travel/commute to the site on a daily basis relative to start and end times.

The staffing plan shall show reporting relationships and lines of authority; an explanation of the responsibilities of the Managerial and Technical positions (i.e., project executive(s), project manager(s), superintendent(s), project engineer(s), cost estimator, and contract administrator(s)); and the name of the person proposed for each position.

The Offeror shall list the subconsultants it proposes to utilize as part of the Construction Management team. For each such proposed subconsultant, the Offeror shall list the responsibilities that the subconsultant shall carry out on the Project, the Managerial and Technical Personnel to be supplied by the subconsultant, if any; and the relevant experience of the subconsultant.

Provide staff resumes/CV and describe proposals and experience of leadership and key staff who will be involved in this project, including their experience with Pre-K, K, and elementary school construction projects; the RIDE-SBA Necessity of Construction Application process; RIDE-SBA Stage III & IV Development; and the construction administration of elementary school projects.

### **Capability, Capacity, and Proposals of the Bidder:**

Provide a firm profile that includes:

- Office size,
- Relevant experience and expertise,
- Comprehensive list of projects that will overlap with this work,
- List of current client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.

### **Work Plan:**

The Offeror shall include a thoughtful, coherent proposed Management Plan for the project, which describes in detail the firm's proposed approach to meeting the project goals, including schedule management, budget management, quality management goals and maintaining safety of faculty and students. Quality, costs, and time control procedures for the duration of the preconstruction and construction phases must be described. The plan must also include organization charts, proposed schedule and phasing concepts, subcontractor outreach and bidding plans, and a description of the methods the firm proposes to use in order to optimize communications between and coordination among project participants. The CM shall review the attached proposed schedule to affirm that the proposed project schedule is attainable. The CM may provide an alternative project schedule.

List any scope(s) of work that your Firm may be interested in self-performing. Provide examples of sub-trade categories of work that your company customarily self performs and may perform on this Project.

### **Approach/Methodology:**

Please describe your project approach, highlighting any key differentiators that may

set your firm apart.

**Insurance:**

List all insurance coverage currently carried by the firm including professional liability and general liability as a minimum.

**Political Contributions:**

The prime vendor shall provide a list of all political contributions, made directly or indirectly to any candidate for municipal office in the Town of North Providence, by the Vendor, its principals, its subcontractors and their principals for the last five (5) years.

**Legal Proceedings:**

Interested prime vendors must list and explain any and all legal proceeding or administrative proceeding or arbitration currently pending against your firm. In addition, interested prime vendors must also list and explain each and every legal proceeding or administrative proceeding or arbitration involving your firm and a local educational agency (public school, state- operated school, charter school) within the past five (5) years.

**Financial Statement:**

Please submit a reviewed financial statement for the most recent fiscal year. The financial information submitted shall remain confidential and shall not be public record.

**Contract Exceptions:**

A Form of Agreement Between Owner and Contractor (AIA: A133-2019) will be executed with the successful offeror (See Appendix E). No exceptions will be considered unless such notification is given before the RFP due date and within the submission.

**MBE/WBE Participation:**

See Appendix A for the MBE/WBE Participation Plan. All respondents must complete this form and are expected to identify a minimum of 10% MBE/WBE participation.

**Familial Relationship Affidavit:**

See Appendix B for the Familial Relationship Affidavit. All respondents must complete this form.

**Certificate of Non-Collusion:**

See Appendix C for the Certificate of Non-Collusion. All respondents must complete this form.

### **3. Submission of Proposals:**

A) Envelopes containing proposals must be sealed and addressed to:

Town of North Providence  
Purchasing Agent  
2000 Smith Street  
North Providence, RI 02911

All submissions must reference the procurement identifier, **NP-2023-007**, and must be marked with the name and address of bidder, date and hour of bid opening, and name of item being submitted.

B) Any bidder may withdraw their bid by written request at any time prior to the advertised time for opening. Facsimile bids, amendments, or withdrawals will not be accepted.

C) No bid may be withdrawn for a period of thirty (30) DAYS from the date and time of opening.

D) Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.

E) Proposals received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a proposal not properly addressed and identified.

F) One (1) original proposal with all required documentation, ten (10) hard copies of proposal and all required documentation, and two (2) electronic copies in PDF format on a standard USB thumb drive.

### **4. Acceptance or Rejection of Bid Proposal:**

The Town reserves the right to award the bid by item and further reserves the right to reject any and all proposals or parts thereof, to waive any informality in the proposals received and to accept the proposal, or parts thereof, which it deems to be most favorable or in the best interest of the Town.

### **5. Commencement of Contract:**

Upon the acceptance of the proposal, or portions thereof by the Town, collectively the RFP, Response to RFP shall constitute a contract and the successful bidder shall commence work immediately as specified.

### **6. Indemnification:**

The Vendor shall hold harmless, defend, and indemnify the Town and its officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Vendor's work or any sub-vendor's work under the contract.

### **7. Insurance:**

The vendor shall maintain and keep in force such comprehensive general liability and errors and omission insurance that shall protect them from claims which may arise from operations under any contract entered into with the Town of North Providence, whether such operations be by themselves or by anyone directly or indirectly employed by them.

The amounts of insurance shall be not less than \$5,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

The Town of North Providence shall be named as additional insured on the vendor's General Liability Policy.

The vendor shall maintain and keep in force such Worker's compensation insurance limits as required by the statutes of the State of Rhode Island, and Employer's Liability with limits no less than \$500,000.00.

### **8. Wages and Labor:**

The Vendor shall comply with the applicable provisions of Title 37, Chapter 13, as amended, General Laws of Rhode Island (1977 Reenactment) Prevailing Wages and Davis Bacon Act. Vendor shall publish the applicable prevailing wage rate in any agreement with any contractor selected by vendor and shall provide weekly sign in documents for workers, weekly certified payroll prevailing wage for all workers and sub-vendors.

This project will be completed under a Project Labor Agreement.

### **9. Safety and Health Regulations:**

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.

### **10. Foreign Corporations:**

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

### **11. Permits & License:**

Vendor shall be licensed by and allowed to conduct Business in the State of Rhode Island and the Town of North Providence. All fees associated with the submittal of plans, designs or any other fee for approval of proposed work shall be at the cost of the Vendor.

### **12. Bid Evaluation:**

This is an evaluated bid. The Town will evaluate and or interview the bidders through Interview Committee which will be comprised of Town officials and responsible individuals and stakeholders as appointed by the Town administration. The Interview Committee will report its findings to the North Providence Purchasing Board.

The Town of North Providence reserves the right to select the vendor(s) or firm(s) that it deems to be most qualified to provide the goods and/or services as specified herein; and,

conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Submissions shall be reviewed and scored based upon the following criteria:

Section:	Requirement:	Max Available Points:
Section 1	Bid Amount	20 Points
Section 2	Capability, Capacity, and Qualifications of the Bidder	20 Points
Section 3	Work Plan	20 Points
Section 4	Approach/Methodology	20 Points
Section 7	Legal Proceedings	5 Points
Section 9	Contract Comments	5 Points
Section 10	MBE/WBE Participation	10 Points

### **MBE/WBE Participation Evaluation:**

The vendor with the highest MBE/WBE participation rate shall receive the maximum MBE/WBE participation points. All other vendors shall receive MBE/WBE participation points by applying the following formula:

$$(\text{Vendor's MBE/WBE participation rate} \div \text{Highest MBE/WBE participation rate}) \times (\text{Maximum MBE/WBE participation points})$$

For example, assuming the weight given by the RFP to MBE/WBE participation is 10 points, if Vendor A has the highest MBE/WBE participation rate at 20% and Vendor B's MBE/WBE participation rate is 12%, Vendor A will receive the maximum 10 points and Vendor B will receive  $(12\% \div 20\%) \times 10$  which equals 6 points.

### General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the Interview Committee as part of the selection process.

The top firm will be selected and enter into fee negotiations with the Town of North Providence. If an agreement cannot be reached between these parties, the Town of North Providence may elect to enter into negotiations with the next highest ranked firm.

### **13. Affirmative Action Policy:**

All bidders are required to submit an Affirmative Action Plan with bid documents. By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that Vendors/sub-vendors doing business with the Town exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any sub-vendors awarded a subcontract under this project, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and sub-vendors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all sub-vendors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

#### **14. MBE/WBE:**

In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of RI State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Bid documents can be obtained at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php#section4>. Information regarding DisBEs may be accessed at [www.gcd.ri.gov](http://www.gcd.ri.gov).

#### **15. Safety and Health Regulations:**

All work contemplated is to be governed, at all times, by applicable provisions of Federal, State of Rhode Island and Town laws, regulations, and ordinances.



## **16. Foreign Corporations:**

Attention of bidders is hereby directed to excerpts from Chapters 1 to 6 of Title 7 of the General Laws of Rhode Island, 1956, as amended, relative to the conditions precedent, etc. to carrying on business within this State for foreign corporations.

## **17. Questions:**

Questions concerning this solicitation must be e-mailed to the Owner's Project Manager, Matt McBurnie, at [mmcburnie@leftfieldpm.com](mailto:mmcburnie@leftfieldpm.com) no later than 3:00 pm on Wednesday June 7, 2023. No other contact with any awarding party is permitted and may be grounds for disqualification. Questions should be submitted in writing. Answers to questions received, if any, shall be provided to all bidding parties.