

CITY OF NEWPORT, RHODE ISLAND

PURCHASING DIVISION

**NOTICE TO BIDDERS**

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**SEALED PROPOSAL**

**RFP #14-013**

**REQUEST FOR PROPOSALS (RFP)**

**COMPREHENSIVE STRATEGY FOR A**

**PUBLIC-PRIVATE PARTNERSHIP PROJECT**

**CITY OF NEWPORT, RI – NORTH END**

18 October 2013

Sealed Proposals are requested to provide the services of a Consultant to generate a Comprehensive Strategy and the recruitment of a national developer group for a Public Private Partnership (P3) in Newport's North End for the development of a planned Innovation Hub Development project, in accordance with all terms and specifications contained herein.

Proposals will be received in the Purchasing Office, City Hall, 1<sup>st</sup> Floor – Finance Department, 43 Broadway, Newport, Rhode Island, until:

**Deadline – 18 November 2013**

**2:00 PM, Eastern Daylight Savings Time**

**THIS IS A PUBLIC OPENING**

Per §45-55-8.1 of the Rhode Island General Laws (RIGL – 1956 as amended),  
“Qualification Based Selection” Applies

Proposals will be opened and reviewed only for conformity to the requirements herein on **18 November 2013 at 2:00 PM.**

**Contacts for Additional Information:**

Technical Information:

Paul J. Carroll, Director

Department of Civic Investment

[PCarroll@cityofnewport.com](mailto:PCarroll@cityofnewport.com)

Procurement/Proposal Process:

Erin Mulligan, Purchasing Agent

Purchasing Division – Finance Department

[EMulligan@cityofnewport.com](mailto:EMulligan@cityofnewport.com)

**NOTE:** All questions regarding this bid package shall be requested by E-Mail so answers may be documented and distributed to all bidders. No telephone calls will be accepted.

## **SCOPE OF WORK**

### **Target**

The City of Newport seeks the services of a nationally recognized Consultant Group (CONSULTANT) to work with the City of Newport and other public sector stakeholders (PUBLIC SECTOR TEAM) to move forward the Pell Bridge Realignment effort within a potentially quicker timeframe than currently scheduled through a Public-Private partnership (P3) for the development of a planned urban development (PUD) to house an Innovation Hub Development. Please see pg. 22, Appendix A, for an overview of the proposed realignment.

This Innovation Hub Development will be a planned Research and Development (R/D), Technology commercialization transfer and service center development project that will focus upon resilience/climate change, ocean, defense (underwater and cyber security) and digital industries, their support sub-sectors, as well as ancillary financial, commercial and retail/hospitality support services.

The CONSULTANT will develop a strategy to advise and provide PUBLIC SECTOR TEAM with a comprehensive “best practices and implementation” strategy for a P3 structure; draft a narrative for a zoning overlay for the PUD; craft and disseminate REQUEST FOR PROPOSAL (RFP) for a national developer partner; as well as, assist in the selection of said developer. The organizations that will comprise the PUBLIC SECTOR TEAM include, but need not be limited to, the City of Newport, Rhode Island Department of Transportation, the Rhode Island Bridge and Turnpike Authority and Rhode Island Division of Planning.

The definitive goal of the CONSULTANT’s work is to attract a national development partner to collaborate with the PUBLIC SECTOR TEAM on development of land in Newport’s “North End” – including the area directly impacted by the bridge realignment project.

The proposed realignment of the Pell Bridge offers the potential for the redevelopment of this section of Newport’s North End. In June 1999, The Rhode Island Department of Transportation (RIDOT) solicited proposals for design engineering services to complete the design of the “Pell Bridge Approach Roads and Ramps located in Newport RI.” The primary objective was to develop an overall vision that will alleviate the problems remaining from the abrupt termination of Route 138 and service traffic needs into the future. In addition, other major concerns to be considered in this effort were the back up of traffic travelling over the Pell Bridge (Route 138) eastbound attempting to go to downtown Newport, vehicular traffic on the North End of the city traversing the Pell Bridge Ramps to go to downtown Newport and decreasing the roadway infrastructure to free up developable space within the City. These have been and continue to be the main points from the Rhode Island Department of Transportation’s perspective and will need to be addressed by the chosen developer in a context sensitive solution to meet the above referenced realignment goals as part of the Innovation Hub Development effort.

The key parts in such a P3 will be for the public sector to provide public land in the North End area and implement development appropriate zoning and planning preparation for the P3 and the Innovation Hub development. The national developer partner will be responsible for bringing from their network and/or associated groups a financing/funding strategy to enhance and offset a portion of the Federal and State bridge realignment construction cost expenditures, as well as development costs for the Innovation Hub’s development. Moreover, the national developer partner will provide their design, engineering, procurement, construction and project management expertise to make the Innovation Hub Development a reality.

In addition to the comprehensive P3 strategy and PUD zoning overlay, the CONSULTANT, with input from the PUBLIC SECTOR TEAM, will: develop a positioning document and RFP targeted at national development teams; identify appropriate potential national developer

partners; disseminate the RFP to said potential developer partners; as well as with the PUBLIC SECTOR TEAM's RFP selection committee, and manage the RFP's selection process on the PUBLIC SECTOR TEAMS's behalf.

The development area will be the "North End" section of the City of Newport that will be directly impacted by the Pell Bridge Realignment Project. The development area may be increased or decreased during negotiations with the project development team. Further background information pertaining to the development area and bridge project is provided in the Appendix section of this Request for Proposals.

### **Consultant Responsibilities**

The work of the CONSULTANT will involve, at a minimum, the following activities:

1. **Strategy Development.** Develop a comprehensive strategy to advise and provide the tools and methodologies necessary for the City of Newport and its other public sector partners to prepare a nationally competitive information and outreach REQUEST FOR PROPOSAL (RFP), or similar solicitation document, to attract a national development team to form a P3 with the PUBLIC SECTOR TEAM.

The key parts in such a P3 will be for the public sector to provide its public land in the North End area and to implement development appropriate PUD zoning and planning in preparation of the P3 Innovation Hub development. The national developer partner will be responsible for bringing from their network and/or associated groups a financing/funding strategy to enhance and offset a portion of the Federal and State bridge realignment construction cost expenditures, as well for development of the Innovation Hub.

Moreover, the national developer partner will provide their design, engineering, procurement, construction and project management expertise that will need to include context sensitive solutions to the Pell Bridge Realignment to make the Innovation Hub Development a reality.

2. **Best Practice P3 Structure.** Prepare outline of comprehensive "best practices and implementation" strategy for a P3 structure for the proposed P3 including legal and financial structures for the P3.
3. **Flexible Zoning Overlay.** Create a narrative for a flexible draft PUD zoning overlay for the Innovation Hub that best meets both the community's need and the market driven demands of a potential private sector developer.
4. **SWOT Analysis** – Identify the strengths, weaknesses, opportunities, and threats relative to the development area and recommendations for taking advantage of or mitigating same relative to the planned P3 Innovation HUB initiative. Also to be reviewed in this analysis is an examination of how the Rhode Island regulatory landscape assists and/or impedes development in Newport. Also to be considered is how the City's regulatory climate, related to development, compares with other jurisdictions. The analysis shall identify any new or emerging regulatory policies and /or practices that incentivize and promote business growth in the City and nearby communities/region.
5. **Public Involvement.** Participate in the public process including but not limited to stakeholders that include City elected and appointed officials, North End Steering Committee, RFP selection committee and other key stakeholders with an interest and/or involvement in the project initiative.
6. **Financial Analysis** - Inventory and evaluate existing financial resources and funding mechanisms from various federal, state and municipal sources. The analysis should consider

how well existing programs work together and what leverage they provide. The analysis shall include recommendations relative to the availability and accessibility of other funding resources available to fuel economic growth in Newport. Perform an assessment of the lending environment in the state, including firms' access to private capital and a review of other non-traditional financial resources are being employed successfully around the region and elsewhere.

7. Marketing Strategy – Design a marketing strategy to attract competent national developers.
8. Create Solicitation Documents. Draft the RFP, or similar document, for the national developer partner recruitment and evaluation matrix for selection.
9. National Outreach Effort Proposal. Identification, target and RFP “reach out” to national developer groups that have experience in joint transportation/land assembly P3 major projects.
10. Evaluation Assistance during Developer Selection Process. Review, ranking and short-listing in collaboration of PUBLIC SECTOR TEAM and a selection committee of the RFP responses.
11. Interview/Selection Assistance during Developer Selection Process. Facilitate the interview and selection process of short-listed national developer partner candidates in collaboration with PUBLIC SECTOR TEAM.
12. Negotiation Assistance during Developer Selection Process. Participate in the initial negotiations between PUBLIC SECTOR TEAM and the selected potential developer.

The chosen CONSULTANT will need strong and documented relationships with the P3 development community.

## **Fee, Payments, and Reporting**

### Fee and Payments

The fee for the scope of work described herein is a capped \$150,000 with all associated CONSULTANT expenses included in that amount. Disbursement is as follows:

- 25% (up to \$37,500) – Upon the delivery of the draft Comprehensive Strategy Report.
- 25% (up to \$37,500) – upon delivery and acceptance of P3 strategy and draft narrative PUD zoning overlay by RFP selection committee.
- 25% (up to \$37,500) – upon delivery and acceptance of RFP by RFP selection committee.
- 25% (up to \$37,500) – upon conclusion of initial negotiations between the City, its other public sector partners, and the development team chosen through the RFP process.

### Reporting

- Quarterly progress status reports are required within 30 days following the close of each quarter of the contract period. Progress report can be submitted as a PowerPoint Presentation. Following acceptance of final products by the Program, the consultant should submit a Final Report within 30 days of close out.

## **Deliverables**

The CONSULTANT will deliver to the City of Newport's Department of Civic Investment, Economic Development Division (43 Broadway, Newport, RI 02840) all products described in this RFP. The following applies to all products.

The CONSULTANT shall provide the final plans as adopted by the Council in both electronic and paper format for distribution by the City. The Comprehensive Strategy Plan and all Reports shall be formatted in an unsecured PDF format or in Microsoft Office Word/Excel 1997-2003 format.

All GIS products must be delivered as topologically correct Arc GIS geo-databases or shape files with metadata meeting all Federal Geographic Data Committee metadata standards and shall be made available to the City for inclusion in the City's GIS System. All interim and final products (reports, maps, data, etc.) resulting from this agreement shall be public documents, pursuant to R.I. General Law.

The CONSULTANT shall provide 1 (one) unbound color original documents plus a CD or flash drive that contains the original documents.

## **Work Products**

1. Comprehensive Strategy Report - to advise and provide the tools and methodologies necessary for the PUBLIC SECTOR TEAM to prepare a nationally competitive information and outreach REQUEST FOR PROPOSAL (RFP) to attract a national development group to form a P3 with the PUBLIC SECTOR TEAM.
2. Written Inventory and Analysis - of existing conditions and current regulations for the City of Newport, State of Rhode Island, and Federal laws relative to the creation, development, and implementation of a P3 and the Innovation Hub Development. Inventory and Analysis can be in the form of an executive summary with accompanying PowerPoint Presentation.
3. Written Analysis, Report, and Recommendations - identification of the strengths, weaknesses, opportunities, and threats relative to the development area and recommendations for taking advantage of or mitigating same relative to the planned P3 Innovation HUB Development initiative. Analysis, Report, and Recommendations can be in the form of an executive summary with accompanying PowerPoint Presentation.
4. Written Outline - of best practice and implementation P3 structure for a combined transportation and land use development including legal and financial structures for the P3. Outline can be in the form of an executive summary with accompanying PowerPoint Presentation.
5. Written Recommendations - of how current and potential future financial resources can be coordinated to implement economic development strategies of this initiative. Recommendations can be in the form of an executive summary with accompanying PowerPoint Presentation.
6. Written Analysis and Report - of recommendations for any needed changes in the local zoning and planning/land development regulations within present statutory parameters relative to the creation, development, and implementation of a P3 and the Innovation Hub Development. This report shall include a draft narrative of a Flexible PUD Zoning Overlay that best meets both the community's need and the needs of a potential private sector developer and the City.
7. Presentation Materials for Public Involvement sessions.

8. RFP Document - for the national developer recruitment.
9. Marketing Plan - Identification and RFP “reach out” - to national developer groups that have experience in joint transportation/land assembly P3 major projects.
10. Written Evaluation/Selection Recommendations - for selection of national developer partner.
11. Written Report of Strategies - immediate, short-term, and long-term – needed for regulatory reform as well as the successful implementation and future management of the P3 Innovative HUB Development initiative. Strategy recommendations can be in the form of an executive summary with accompanying PowerPoint Presentation.
12. Evaluation and Prioritization Tool - (survey, spreadsheet, or checklist, etc.) for evaluating and prioritizing projects and investments that support the vision and principles of this initiative.
13. Detailed List of Performance Measures and Indicators - that will be used to track the short and long term success of the project.

**Project Milestones (These Milestones may be revised to reflect more accurate timing and CONSULTANT input)**

End January 2014	Project kick-off meeting and planning process begins
End February 2014	Draft narrative Flexible PUD Zoning Overlay Due
Mid-March 2014	P3 strategy due List of targeted potential national developer partners due
Mid-April 2014	RFP draft due for selection committee review
End April 2014	Presentation of completed work product to the PUBLIC SECTOR TEAM Interim Written Reports prepared and submitted to PUBLIC SECTOR TEAM RFP disseminated to list of potential national developer partners
End May 2014	RFP responses due from interested potential national developer partners for Innovation Hub Development project
June 2014	CONSULTANT and PUBLIC SECTOR TEAM selection committee’s review of RFP responses
Mid-July 2014	Selection of Development Team for P3 for Innovation Hub Development project
Mid-July through September 2014	Initial negotiation period with short-listed national developer partner
Early November 2014	Finalized Written Reports prepared and submitted to PUBLIC SECTOR TEAM Contract period ends

## **Qualifications**

1. Demonstrated successful experience consulting on the creation, development, and implementation of a P3 and an Innovation Hub or a similar type of public-private partnership.
2. Demonstrated capacity and financial experience to perform the work tasks required in this RFP.
3. Demonstrated existence of Public-Private Network connections as needed for the identification and “reach out” to national development teams that have experience with major P3 projects.
4. Demonstrated Success/Ability to develop strategies to Leverage Complementary Investments by Government/Public Partnerships and other Entities.

# **SUBMISSION REQUIREMENTS**

- Original (1) Proposal **plus**  
One (1) Digital/Electronic Proposal on Flash Drive or CD.  
(Microsoft Word/Excel 97-2003 AND PDF format is preferable.)

Proposals are to be Submitted in Envelopes addressed to:

Purchasing Division, Finance Department  
City Hall – 1<sup>st</sup> Floor  
43 Broadway  
Newport, RI 02840

*Required Notation in  
Lower Left Hand Corner  
of Envelope:*

<p>BID PROPOSAL CONSULTANT RFP #14-013</p>
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## **Proposal Format**

Original proposals must be accompanied by a signed Letter of Interest from the Lead Principal for the Project.

Respondents must also provide their proposal in electronic format (CD or flash drive). Microsoft Word / Excel 97-2003 AND PDF format is preferable. Only one (1) electronic copy is requested and it should be placed in the proposal marked “ORIGINAL.”

**Fee Proposal** Submitted in a **SEALED ENVELOPE** – only (1) copy of the Fee Proposal is needed and should be attached to the ORIGINAL Proposal.

**Project Proposal** Assembled and formatted in Portrait Layout (wherever possible) as 3-ring bound documents with at least 5 TABs, the contents of which are outlined below.

### **TAB #1 Project Team and Forms**

1. Table of Contents.
2. List the Project Team including all Project Principals and assigned staff plus an organizational chart for the project. This information shall also include all subcontractors or collaborating firms.
3. A completed and signed federal IRS W-9 Form(s) – copies may be downloaded from the RI Division of Purchase’s webpage at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) by clicking on RIVIP, then “General Information” and then “Standard Forms”.

### **TAB #2 Executive Summary**

1. An Executive Summary that highlights the contents of the Proposal and provides the Evaluators with a broad understanding of the respondent’s work approach, ability, and capacity. Also to be provided is a brief history of the firm, its understanding of the project and the benefits the respondent will bring to the project as well as a listing and description of P3 consulting projects the firm(s) has been responsible for which demonstrate ability to perform all aspects of the

Project. The description shall include the specific portion(s) of the project that the firm was responsible for completing.

TAB #3 Staff Qualifications and Experience

1. Qualifications/Experience of the offeror and staff and principals - Describe the staff and principals general experience as well as its P3 experience and qualifications with projects of a similar size, scope and use specific to the project elements. Identify the overall project manager, other CONSULTANTS, as well as other members of the project team and the percentage of their time to be spent on each work product. (Supplemental information such as personnel information for key staff including resumes and final work products of similar projects may be appended to the proposal, but the supplemental information should not exceed 30 pages.)
2. A statement affirming that the CONSULTANT has the legal ability to perform the required services in the State of Rhode Island.

TAB #4 Project Approach and Understanding of Work

1. Description of the CONSULTANT's understanding of the RFP requirements, including the result(s) intended and desired. The approach and/or methodology to be employed and a work plan for accomplishing the results proposed shall be included.
2. A discussion and justification of the methods proposed and the technical issues that will or may be confronted at each stage of the project.
3. A detailed monthly proposed project schedule by task and subtask along milestones that will be employed to administer the project and the task assignments of staff members and level of effort for each linked to the cost proposal and project deliverables.
4. Timeline for deliverables (must conform to project completion deadline).

TAB #5 Relevant P3 Consulting Experience And Expertise

1. A description of the P3 background of the offeror (and all subcontractors proposed), including P3 experience on current or former Department of Defense owned land. Provide a brief description of offeror's financial position;
2. References that can verify the firm's capabilities on at minimum of five P3 projects. The references should be able to address the firm's project performance, management of budget/cost, schedule, and quality of deliverables for P3 projects.
3. Any other information the offeror deems relevant to the evaluation process.

SEALED ENVELOPE – Fee Schedule

The submitted bid shall confirm that the cost of all labor, research, presentations, materials, fees, taxes, delivery, and any other associated costs required to provide a finished product shall not exceed the amounts provided below.

The fee for the scope of work described herein is capped at \$150,000 with all associated CONSULTANT expenses included in that amount. Disbursement is as follows:

- 25% (up to \$37,500) – Upon the delivery of the draft Comprehensive Strategy Report.
- 25% (up to \$37,500) – upon delivery and acceptance of P3 strategy and draft PUD zoning overlay by RFP selection committee.
- 25% (up to \$37,500) – upon delivery and acceptance of RFP by RFP selection committee.
- 25% (up to \$37,500) – upon conclusion of initial negotiations between the City, its other public sector partners, and the development team chosen through the RFP process.

## **SELECTION PROCESS**

The selection process will follow the qualification based system of procurement (RIGL §45.55-8.1). The Purchasing Division established the Newport Quality Based Selection (QBS) Process as follows:

- **Announcement:** The City of Newport announces its requirement for bid/proposal furnishing professional services for a project through a request for qualifications (RFQ) package using the Automated Bidder Notification System.

**\*ALL SUBMITTERS MUST BE REGISTERED UNDER THE CITY of NEWPORT AUTOMATED BID SYSTEM.**

- **Screening and Evaluation:** The City's Review Team reviews and evaluates all the submissions and develops a "short list" of finalists, usually three to five firms. Seventy percent (70%) of the evaluation criteria is non-cost related and requires a minimum threshold score of 49 points to be considered for the interview stage of the evaluation process. An evaluation criteria table is provided in the RFP package. The evaluation is posted as a "Bid Tabulation" on the City of Newport, e-Procurement Center.
- **Interviews:** The City's Review Team will rank all submitters. The review team has the option to create a finalist "short-list" for interviews with the selection committee. If the Review Team elects to hold interviews, the interview finalist is listed on a revised Bid Tab upon selection.
- **Ranking and Selection:** The City's Review Team rate all submitting firms and select the top ranking firm in order of qualifications, professional philosophies, project management capabilities, and stated references contained within their submittals.

Note: The City of Newport requires that a fee proposal (in a separate sealed envelope) be submitted with qualifications.

- **Negotiation:** The top-rated firm is invited into negotiations with the City of Newport to finalize a detailed scope of work and a formal contract with detailed fee schedule based upon the agreed upon scope of work.

If the City of Newport cannot negotiate a reasonable fee with the first-ranked firm, it will formally terminate negotiations with that firm and start with the second-ranked. Similarly, if that fails to yield an agreement, the City of Newport can negotiate with the third-ranked firm if required, until a successful agreement is reached. Or, the City of Newport may formally reject all submittals and reserves the right to formally terminate the process.

In the competitive negotiation process, firms are never directly competing with one another other. Fees discussed are not conveyed to any other firm, and are not a consideration when negotiating with the other ranked firms. Please take note on "Fees" above.

- **Award:** When an agreement has been reached between the City of Newport and the selected firm through negotiation, the completed package is submitted to the City Council for approval, and ultimately contract award.

### **Evaluation Criteria**

All qualified candidates will be screened by a Review Committee that, at a minimum, will include the City Manager (or designee), the City's Director of Civic Investment, and an evaluator

to be designated by the City Manager. Included in this Review Committee will be members of the PUBLIC SECTOR TEAM.

After reviewing the RFP responses, the selection committee has the option to interview a short list of. Additional information may be requested and required of submitting firms. Requests for information will be distributed among all submitting firms, unless said request is specific to a single submittal. All official communications between the City and submitting firms will be electronically (via email) or through written correspondence.

<b>Evaluation Criterion</b>	<b>Percent of Total</b>	<b>Total Possible Points</b>
Project Approach and Understanding of Work and Program Requirements	20%	20
Relevant P3 Consulting Experience and P3 Expertise on a minimum of five P3 project; P3 experience on current or former Department of Defense owned land.	20%	20
Quality, Depth, and Strength of Public-Private Network for the identification and “reach out” to national developer groups that have experience in major P3 projects plus Demonstrated Success/Ability to develop strategies to Leverage Complementary Investments by Government/Public Partnerships and other Entities	15%	15
Capacity, Resources, and Level of Effort to Accomplish Tasks	15%	15
Cost	30%	30
<b>Total Possible Points</b>	100%	100

Project Evaluation Schedule

The selected firm will begin the project within three (3) weeks of the execution of the Contract between the City and the selected Consultant.

Approximate time frame for project:

- Proposal Due Date: 18 November 2013 (2:00 PM)
- Proposal Initial Review: End-November 2013
- Finalist Interviews: Early December 2013
- Selection of Consultant: Mid-December 2013
- Complete negotiations with Consultant: Late-December 2013
- City Council Approval of Consultant: First Council Meeting-January 2014
- Execute contract: Mid-January 2014
- Order to Proceed with Contracted Activities: Late-January 2014

## GENERAL CONDITIONS

The City reserves the right to reject any or all bid proposals or to accept any proposals deemed to be for the best interest of the City, waive any technical defect or informality in bids received, to accept or reject any bid or portion thereof, to request interviews of Service Providers prior to award, and to select and negotiate the Service Provider Services in the best interest of the City. The "Contract" referenced hereunder refers to the Contract for the performance of the Services, Requirements, General Terms, and Conditions as described in this Request for Proposals.

1. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than sixty (60) days from the deadline for submission of proposals.
2. The City reserves the right to accept all or part of any proposal and to negotiate a contract for services and cost with the selected Service Provider.
3. The Service Provider shall provide all necessary personnel, materials, and equipment to perform and complete all work under this proposal.
4. All original documents and drawings shall become the property of the City after completion of the Service Provider's work.
5. The City of Newport intends to recommend award of a contract to the City Council for the requested services within one (1) month of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a Contract with the City or Partnership, as may be deemed appropriate.
6. Awards will not be made to any individual(s), firm, or company in default of a Contract with the City, the State of Rhode Island, or the Federal Government.
7. The Service Provider hereby agrees that it will assign to the City all cause of action that it may acquire under the anti-trust laws of Rhode Island and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods, or services obtained by the City under this contract if so requested by the City.
8. Unless otherwise directed by the City, invoices are to be submitted to the Accounting Office of the City's Finance Department in duplicate upon delivery of service to the City or Partnership, as applicable. The invoice must include an itemization of all services provided.
9. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the City or Partnership, as applicable, and receipt of invoice, whichever is later.
10. The City is exempt from all sales and Federal excise taxes.

City's FEIN/Exemption Number: #05-6000260

11. The City's or Partnership's obligations, as applicable, to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The City and/or Partnership may terminate the Contract, for non-appropriation of funds, and all payment obligations of the City and/or Partnership cease on the date of termination.
12. None of the services covered by the Contract shall be assigned in full or in part, or sub-contracted without the prior approval of the City or Partnership, as applicable.
13. The Contract will be for the services described above; however, this Agreement should not be considered exclusive. As deemed necessary, the City and/or Partnership reserves the right to obtain these services from any other vendor.
14. Unless otherwise specified, all costs listed are firm for the term of the Contract.
15. Neither party shall be liable for any inability to perform its obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or other act of nature.
16. Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal Service or delivered in hand to the parties as stated in the contract.
17. If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.
18. Each and every provision and clause required by law to be inserted in any subsequent Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.
19. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean respondents, vendors, offerors, bidders, or any individual(s) or firm responding to a Request for Proposals.
20. All contracts entered into by the City of Newport shall be governed by the Laws of the State of Rhode Island. Any disputes shall be resolved within the venue of the State of Rhode Island and Newport County.
21. The Service Provider selected for this project shall procure and maintain the following types of insurance:
  - Statutory Workers Compensation and Employer's Liability Insurance
  - Professional Services Liability Insurance for errors and omissions; \$1,000,000 (one million dollars), Minimum.

☐Liability and Property Damage Insurance

a) Bodily injury liability:

\$500,000 (five hundred thousand dollars) each person

\$1,000,000 (one million dollars) each occurrence

b) Property damage liability:

\$500,000 (five hundred thousand dollars) each occurrence

\$1,000,000 (one million dollars) aggregate

The State of Rhode Island reserves the right to make an award or to reject any or all proposals based on what it considers to be in its best interest. Additionally, it reserves the right to make an award to the bidder with lowest total cost.

The State of Rhode Island shall have the absolute right to approve or disapprove the Contractors, and any subcontractors, key personnel assigned to this contract. The State of Rhode Island may also approve or disapprove any proposed changes in key staff or require the removal or reassignment of any key Contractor employee or subcontractor personnel found unacceptable by the State.

**ADDITIONAL REQUIREMENTS – FOR CONSIDERATION**

**IN SUBMISSION OF BID PROPOSAL PACKET**

**Delivery of Proposal** - It is sole responsibility of the Submitter (the “Bidder”) to ensure that the Bid Proposal is delivered within the time and at the place prescribed. Proposals received prior to the time of opening will be securely kept, unopened. Proposals may be withdrawn on written request (on the letterhead of the Bidder and signed by the person signing the Bid Proposal) which must be received prior to the time fixed for opening. Bid Proposals may be modified in the same manner.

No Bid Proposal or Modification thereof received after the time set for opening will be considered, even if it is determined by the City that such non-arrival before the time set for opening was due solely to the delay in the mails for which the Bidder is not responsible.

**Exceptions Noted by Bidder** - Any Bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the Purchasing Agent for the City of Newport, in writing, not less than five (5) work days before the Bid Proposal Opening.

Any change or interpretation made as a result thereof will be published in an addendum and mailed to all prospective bidders. Should a Bidder still not be satisfied, the Bidder may, in the Bid Proposal, set out and stipulate the exception, with enough explanation to be understood by the City and, within the stipulation, the INCREASE or DECREASE in the Bid Proposal Price because of the exception shall be stated. The City may, at its discretion, accept or reject any or all exceptions.

**Tax Requirements** - Federal Excise Taxes and/or Rhode Island Use Taxes are not to be included in the Bid Proposal. The City will execute exemption certificates if furnished by the successful Bidder when submitting an invoice.

**Rejection of Proposals** - The City reserves the right to reject any or all bid proposals or to accept any proposals deemed to be for the best interest of the City, waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

**Issuance of Bid Addendum/Addenda** - All bidders are responsible for ensuring that no **addenda** have been added to the original bid package. All bid packages and addenda are located at [www.cityofnewport.com](http://www.cityofnewport.com) under (Active Bids) within the Purchasing Web page using the above bid/proposal number or the Purchasing Department may be contacted.

**Prevailing Wage** - Any construction over \$ 1,000 (One Thousand Dollars) is required by state law to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale may be obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation, <http://www.dlt.ri.gov/pw/> or at the Davis-Bacon Wage Determination link, <http://www.wdol.gov/Index.aspx>.

It is also by request for each construction bid document. All vendors supplying construction services must submit certified payrolls from any contractor and sub-contractor who work on the project. No payments will be made until all payrolls are up to date, and correctly reported/documented. Click here for Prevailing Wage Tables.

Prevailing Wage may also apply to other (Non-Construction) project requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

Prevailing Wage does not apply to PROFESSIONAL SERVICES.

)

### **Minority Business Enterprises**

Utilization of Minority Business Enterprises (MBE) as certified by the Rhode Island Minority Business Enterprise Compliance Office is a **requirement** of this project. This project is subject to Chapter 37-14.1 of the Rhode Island General Laws, and regulations promulgated thereunder, which require that ten percent (10%) of the total dollar value of work performed on this project be performed by a Minority DBE. Participation must be demonstrated at the time of bidding. A listing MBE firms is available at [www.mbe.ri.gov](http://www.mbe.ri.gov). If no MBE participation and/or subcontractor opportunities exist, there is a State waiver process.

### **Equal Opportunity Employment**

Equality Opportunity Employment and affirmative action towards its achievement is the policy of all units of Rhode Island government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation.

### **FHWA and SPP**

FHWA and SPP reserve a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the copyright in any work developed under this grant.

**Proposed Delivery Date of Services** - The Bidder shall state the approximate start of delivery date of Services in the Bid Proposal, or the time required to start delivery of services after notification of award.

**Proposal Sheet –RFP#14-013**

**Consultant**

COMPREHENSIVE STRATEGY FOR A PUBLIC-PRIVATE PARTNERSHIP (P3) PROJECT

CITY OF NEWPORT, RI – NORTH END

Date: \_\_\_\_\_

The undersigned representative(s) of the below referenced firm do hereby propose to furnish the City of Newport, Rhode Island, **with the Services of a CONSULTANT** in accordance with all terms and specifications contained herein:

NAME OF FIRM: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Mobile Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name of E-Mail  
Recipient: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Are you planning to use a subcontractor for any of this project? \_\_\_\_\_ Yes \_\_\_\_\_ No

Are they a certified MBE firm? \_\_\_\_\_ Yes \_\_\_\_\_ No

**TOTAL Bid Proposal**

(Total of SERVICES TO BE PROVIDED – TASK LIST AND ASSOCIATED COSTS)

TOTAL PROPOSAL: \$ \_\_\_\_\_

Continue to Next Page for Itemized List of  
“SERVICES TO BE PROVIDED – TASK LIST AND ASSOCIATED COST”

**Tasks**

- Comprehensive Strategy Report - to advise and provide the tools and methodologies necessary for the City of Newport and its other public sector partners to prepare a nationally competitive information and outreach REQUEST FOR PROPOSAL (RFP) to attract a national development group to form a P3 with the PUBLIC SECTOR TEAM.
- Written Inventory and Analysis - of existing conditions and current regulations for the City of Newport, State of Rhode Island, and Federal laws relative to the creation, development, and implementation of a P3 and the Innovation Hub Development. Inventory and Analysis can be in the form of an executive summary with accompanying PowerPoint Presentation.
- Written Analysis, Report, and Recommendations -identification of the strengths, weaknesses, opportunities, and threats relative to the development area and recommendations for taking advantage of or mitigating same relative to the planned P3 Innovation HUB Development initiative. Analysis, Report, and Recommendations can be in the form of an executive summary with accompanying PowerPoint Presentation.
- Written Outline - of best practice and implementation P3 structure for a combined transportation and land use development including legal and financial structures for the P3. Outline can be in the form of an executive summary with accompanying PowerPoint Presentation.
- Written Recommendations - of how current and potential future financial resources can be coordinated to implement economic development strategies of this initiative. Recommendations can be in the form of an executive summary with accompanying PowerPoint Presentation.
- Written Analysis and Report - of recommendations for any needed changes in the local zoning and planning/land development regulations within present statutory parameters relative to the creation, development, and implementation of a P3 and the Innovation Hub Development. This report shall include a draft narrative of a Flexible PUD Zoning Overlay that best meets both the community’s need and the needs of a potential private sector developer and the City.
- Presentation Materials for Public Involvement sessions.
- RFP Document - for the national developer recruitment.
- Marketing Plan - Identification and RFP “reach out” - to national developer groups that have experience in joint transportation/land assembly P3 major projects.
- Written Evaluation/Selection Recommendations - for selection of national developer partner.
- Written Report of Strategies - immediate, short-term, and long-term – needed for regulatory reform as well as the successful implementation and future management of the P3 Innovative HUB Development initiative. Strategy recommendations can be in the form of an executive summary with accompanying PowerPoint Presentation.

- Evaluation and Prioritization Tool - (survey, spreadsheet, or checklist, etc.) for evaluating and prioritizing projects and investments that support the vision and principles of this initiative.
- Detailed List of Performance Measures and Indicators - that will be used to track the short and long term success of the project.

TOTAL COSTS FOR ALL TASKS NOTED ABOVE: \$\_\_\_\_\_

**Bid # 14-013 - CONSULTANT**

Date: \_\_\_\_\_

**LIST OF OFFICERS OF YOUR CORPORATION OR THE PRINCIPALS OF LLC.**

*NOTE: This Bid Proposal cannot be awarded without the signatures below.*

\_\_\_\_\_  
Complete Legal Name of Company

Officers/Principals

Signatures

Name	_____
Title/Position	_____
	Signature

Name	_____
Title/Position	_____
	Signature

Name	_____
Title/Position	_____
	Signature

Name	_____
Title/Position	_____
	Signature

Name	_____
Title/Position	_____
	Signature

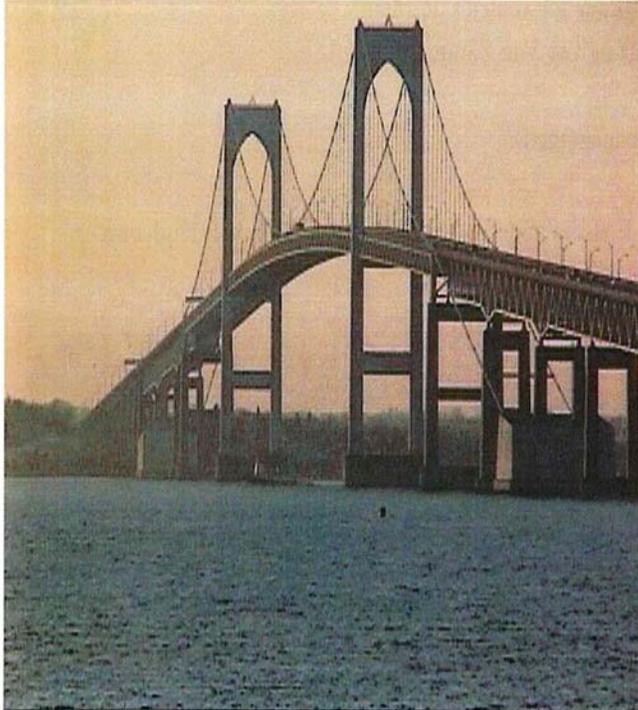
Name	_____
Title/Position	_____
	Signature

Continue on Separate "List of Officers" Attachment, if necessary  
Attachment?    No    Yes

**APPENDIX A: Overview of the Pell Bridge Realignment**



## CITY OF NEWPORT PELL BRIDGE REALIGNMENT



The confluence of Admiral Kalbfus Road, J.T. Connell Highway and the Pell Bridge Interchange (RI 138) is an important transportation link that currently serves as a node for economic activity and development. The Pell Bridge Realignment Project concept was initiated by the City in the late 1990's. Preliminary designs required many years to complete until a configuration could be developed that satisfied RIDOT, the City of Newport, and the Rhode Island Turnpike and Bridge Authority (RITBA). A minimum of 23 acres of land will become available for redevelopment as a result of the project. Additionally, there are secondary parcels adjacent to the RIDOT land such as the City Yard and Newport Grand that will also be developed as a result of this ramp realignment.

RIDOT has contracted to complete final engineering for this ramp realignment project. Approximately \$11 million in construction funding has also been allocated. The City of Newport will complete a detailed planning assessment and re-use plan for key parcels and address transportation concerns. The redesign of the ramp system will improve safety, increase accessibility and reconnect Newport's North End to Newport proper.



# PELL BRIDGE REALIGNMENT



## Pell Bridge Access Improvements

- Reconfigure Downtown Newport off-ramp to provide more storage for vehicles on ramp.
- Construct two-way connection along JT Connell Highway through to Van Zandt Avenue.
- Reconfigure Newport Rotary as a roundabout.
- Construct 4 additional roundabouts with medians for access management.
- Construct new connector east of JT Connell Highway.
- Widen JT Connell Highway to 4 lanes from Admiral Kalbfus Road to new connector east of JT Connell Highway.
- Add local by-pass connection paralleling JT Connell Highway.



**APPENDIX B:     MAPS**

Map 1: North End Lots

Map 2: Pell Bridge

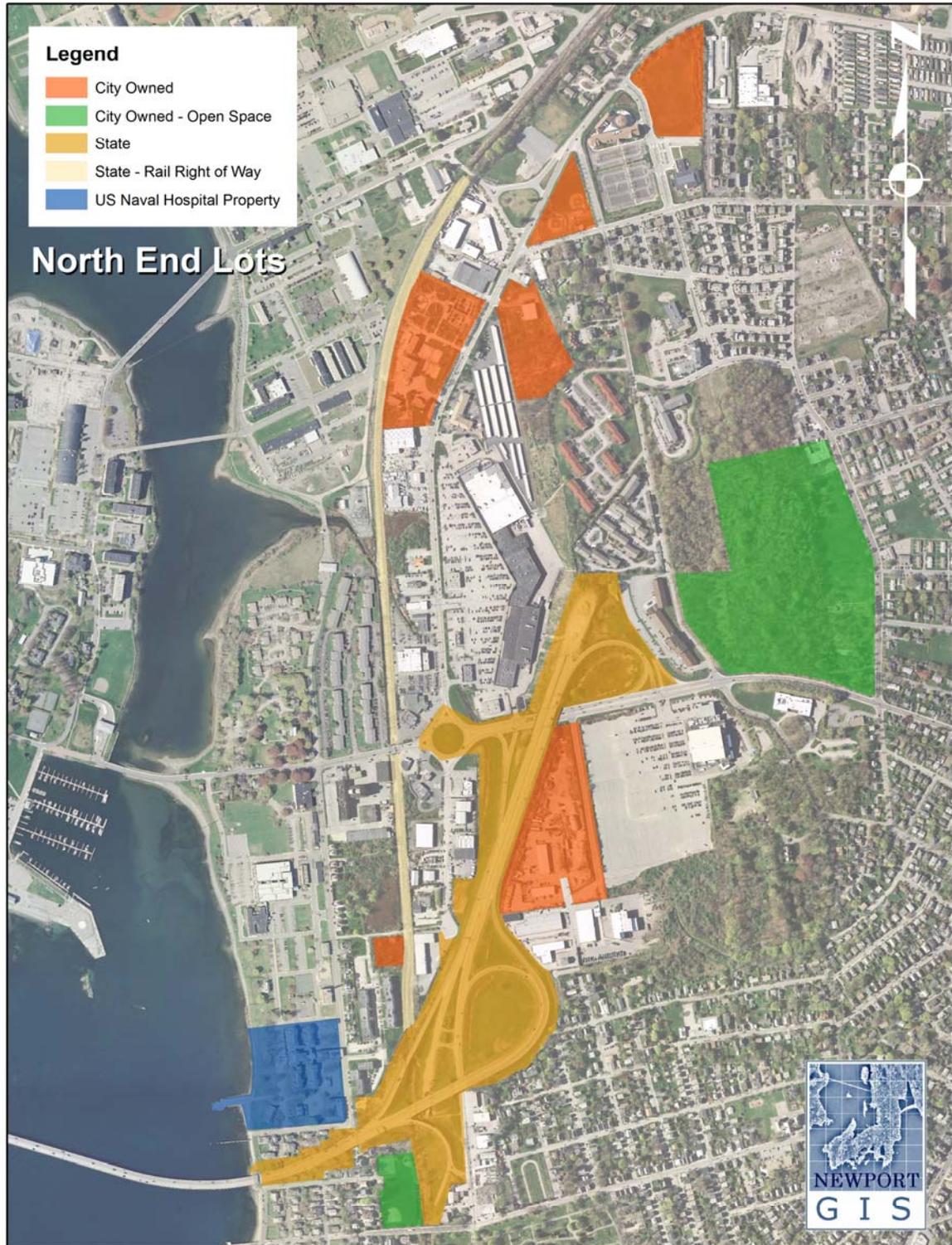
Map 3: Former Naval Hospital

Map 4: Newport City Yard

Map 5: North End Current Zoning

Map 6: North End Current Land Use

# MAP 1: North End Lots



**Map 2: Pell Bridge Area**



**Map 3: Former Naval Hospital**



**Map 4: Newport City Yard**



## Map 5: North End Current Zoning



**Map 6: North End Current Land Use**

