

THE ECONOMIC DEVELOPMENT FOUNDATION OF RHODE ISLAND  
NOTICE TO BIDDERS

**SEALED PROPOSALS**  
**RFP# 15-025**

Sealed Proposals are being requested to provide **LEED Certification Administration Services for the "Newport Tech Works" project, 513 Broadway, Newport, R.I.**, in accordance with all terms and specifications contained herein, will be received by the City of Newport, Purchasing Office, 43 Broadway, Newport, RI 02840 until: **12:00 PM December 19, 2014.**

THIS IS NOT A PUBLIC OPENING

The Economic Development Foundation of Rhode Island (EDFRI), City of Newport (City), and Newport County Development Council (NCDC) collectively known as the **Project Sponsors** are collaborating in the redevelopment of the former Sheffield School into a technology-business incubator, co-work space, and private office space. This project is being funded with a grant from the United States Department of Commerce Economic Development Administration, and a capital investment from the City of Newport. If additional information is needed, please contact the Technical Point of Contact (POC) listed in the package.

It is the bidder's responsibility to see that the 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 Proposals may be withdrawn on written request (on the letterhead of the bidder and signed by the person signing the proposal), which must be received prior to the time fixed for opening. Proposals may be modified in the same manner. No proposal or modification thereof received after the time set for opening will be considered, even if it is determined by the Project Sponsors 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.

Any bidder taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to the undersigned, in writing, not less than five (5) days before the bid 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, he may, in the bid, set out and stipulate the exception, with enough explanation to be understood by the Project Sponsors and, within the stipulation, the INCREASE or DECREASE in the bid price because of the exception shall be stated. The Project Sponsors may, at their discretion, accept or reject any or all exceptions.

The right is reserved, as the interest of the EDFRI, CITY and NCDC may require, to reject any or all bid proposals, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

The Project Sponsors reserve the right to reject any or all proposals or to accept any proposals deemed to be for the best interest of the Newport Tech Works project and its collaborators.

**The technical point of contact (POC) for this project is Scott A Gibbs, President, EDFRI; [sgibbs@edf-ri.com](mailto:sgibbs@edf-ri.com), please submit all questions by email.**

Note: All bidders are responsible for insuring that no **addenda** have been added to the original bid package. All bidders are responsible for contacting the POC prior to finalizing and submitting bids to determine the existence of an addenda.

**Prevailing Wage (IF APPLICABLE)** - Any construction over \$ 1,000.00 is required to pay state prevailing wage. A current copy of the most recent Prevailing Wage scale is obtained from the State of Rhode Island, Department of Labor and Training, Division of Professional Regulation or at the Davis-Bacon Wage Determination link. 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 are made until all payrolls are up to date, and correct. Click here for Prevailing Wage Tables.

Prevailing Wages also applies to ALL other (Non-Construction) Requirements. If the City's requirement is sealed bid, the DAVIS-BACON Wage Determination applies.

**Buy American Act** (1933- [Sections 10 \(a-d\) of Title 41](#)) and **Buy American Act Provision** (1982 - [Section 5323\(j\) of Title 49](#)) apply to this requirement, and therefore, documentation may be requested in support.

**Foreign Corporations** – In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful contractor.

### **GENERAL CONDITIONS (if applicable)**

1. The Project Sponsors reserve the right to reject any and all proposals, to waive any informality, to request interviews of Service Providers prior to award and to select and negotiate the Service Provider services in the best interest of the Newport Tech Works project and its collaborators.

2. The Service Provider shall guarantee to perform the services offered and the total price of the proposal for a period of not less than 60 days from the deadline for submission of proposals.
3. The Project Sponsors reserve the right to accept all or part of any proposal, and to negotiate a contract for services and cost with the selected Service Provider.
4. The Service Provider shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
5. All original documents and drawings shall become the property of the Project Sponsors after completion of the Service Provider's work.
6. The EDFRI intends to recommend award of a contract to the CITY and NCDRC for the requested services within two (2) weeks of receipt of the proposals. The Service Provider shall be prepared to commence work immediately upon execution of a contract with the EDFRI.
7. Awards will not be made to any person, firm or company in default of a contract with the City, the State of Rhode Island or the Federal Government.
8. The Service Provider hereby agrees that it will assign to the Project Sponsors individually and collectively 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 EDFRI under this contract if so requested by the EDFRI.
9. Unless otherwise stated, invoices are to be submitted in duplicate upon delivery of service to the EDFRI. The invoice must include an itemization of all services provided, including unit list price, net price, extensions and total amount(s) due.
10. Unless otherwise stated, payment will be made within thirty (30) days of the completion of the service, in an acceptable fashion, to the EDFRI and receipt of invoice, whichever is later.
11. EDFRI is exempt from Rhode Island sales tax. Our exemption number is 1242. Please bill less these taxes.
12. The EDFRI's obligations to pay any amount due under a contract are contingent upon availability and continuation of funds for the purpose. The EDFRI may terminate the contract, for non-appropriation of funds, and all payment obligations of the EDFRI cease on the date of termination.

13. 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 EDFRI.
14. This contract will be for the services described above; however, this agreement should not be considered exclusive. As deemed necessary, the EDFRI reserves the right to obtain these services from any other vendor.
15. Unless otherwise specified all costs listed are firm for the term of the contract.
16. 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 God.
17. 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.
18. 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.
19. 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.
20. Proposal shall also mean quotation, bid, offer, qualification/experience statement, and services. Proposers shall also mean vendors, offerors, bidders, or any person or firm responding to a Request for Proposals.
21. All contracts entered into by the EDFRI 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.
22. 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 (\$1,000,000.00 minimum)
- Liability and Property Damage Insurance (a) Bodily injury liability: \$500,000 each person, \$1,000,000 each occurrence; (b) Property damage liability: \$500,000 each occurrence, \$1,000,000 aggregate

## **EVALUATION AND RATING OF PROPOSALS**

The submitted proposals will be reviewed and rated by the Project Sponsors based on the following criteria.

1. The Bidder's experience with engagements similar in size and scope (20 pts.)
2. The proposed team's professional resumes and applicable experience (20 pts.)
3. The bidder's approach to accomplish the work described in the Specifications and Scope of Services (25 pts.)
4. Review of references (10 pts.)
5. Total cost (25 pts.)

## **RESPONSE DATE**

Responses to this RFP are due by December 19, 2014 by 12:00 PM. Include one (1) electronic (PDF) version (CD/Flash Drive) and three (3) printed copies of the complete proposal and must be mailed or hand-delivered in a sealed envelope marked:

**City of Newport –Purchasing Office**

**43 Broadway**

**Newport, RI 02840**

**ATTN: RFP # 15-025- LEED Certification Administration Services**

The Project Sponsors reserve the right to terminate the Project prior to entering into any negotiated contract with any qualified firm or firms pursuant to this Request for Proposals, and by responding hereto, no firm or firms are vested with any rights in any way whatsoever.

# **SPECIFICATIONS**

**Request for Proposal  
# 15-025  
LEED Certification Administration Services  
"Newport Tech Works", 513 Broadway, Newport, R.I.**

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## **PROJECT DESCRIPTION**

The project involves the adaptive reuse of the existing three level, (basement, first floor and second floor) 33,000 SF former Sheffield School Building at 513 Broadway in Newport, R.I. into an office incubator, co-work space, and private offices.

The total project construction budget is \$2.73 million. Project scope includes:

1. Complete renovation of the existing building envelope, including new windows, roof, and insulation.
2. All new mechanical, electrical, and plumbing systems.
3. All new interior and exterior lighting.
4. Site redevelopment.
5. Fit-out of incubator and co-work spaces.

Conceptual site plan, floor plans, and exterior/interior renderings for the project are attached. The conceptual development program roughly entails a 5,000 SF business incubator, 10,000 SF of co-working space, 15,000 SF of private office space, rooftop deck, and bathrooms and mechanical room.

The target for this project is to achieve a "Certified", or "Silver" level in accordance with the LEED Commercial BD &C (Building Design and Construction) V4 Rating System/Program as sponsored by the U.S. Green Building Council.

The Project Developer, Economic Development Foundation of Rhode Island, or EDFRI, seeks proposals from firms qualified to act as the LEED Administrator for the project. There will be a Project Architect, MEP Engineer, and Site Engineer, all of whom will assume responsibilities for various tasks as assigned and coordinated by the LEED Administrator.

## **SCOPE OF SERVICES**

1. Lead the team effort to get the project certified and acts as LEED project coordinator.
2. Register the project with the USGBC.
3. Maintain the LEED scorecard on an on-going basis to keep the team up-to-date on LEED status. Provide an expanded Checklist that identifies responsible Designers for each Credit, as well as whether each Credit is a Design Phase or a Construction Phase responsibility.
4. Coordinate the preparation of the LEED credit and prerequisite documentation with project team members, and act as sustainable consultant to the team. Calculation of individual credits will be performed by the individual team members responsible for individual item.
5. Submit the preliminary and final design and construction documentation to the USGBC, and coordinate responses to USGBC review comments.
6. Lead project team meetings to review the LEED program status during design and construction. Up to ten (10) meetings should be included in the fee.
7. Distribute and assign the appropriate Credit Templates to the responsible Designers.
8. Assist the Owner with preparation of RFP for commissioning agent services, and review of commissioning agent proposals.

Commissioning agent shall be responsible for documentation of the prerequisite commissioning credit, and any additional commissioning credits for the project. The Contractor (or Construction Manager) will be responsible for documentation of Construction Waste Management Credits, and Materials Credits.

## **PROPOSAL REQUIREMENTS**

Proposing firms shall submit the following:

1. Brief statement of qualifications and resume of the individual who will be the primary person responsible, including past projects for which individual acted as LEED Administrator.
2. List of additional LEED projects administered by the firm including references.
3. Detailed overview of approach to complete the project including.

4. A fixed fee for the services requested herein, plus an estimate of any anticipated reimbursable expenses. USGBC Registration and Certification Fees will be paid by the Owner, and should not be included in your fee. (Energy compliance calculations shall be provided by the project's MEP Engineer.) **The fee schedule must be submitted in a spate, sealed and clearly marked envelope.**

Questions should be submitted via email to: [SGibbs@EDF-RI.com](mailto:SGibbs@EDF-RI.com)  
Questions will be accepted until **December 12, 2014 EOB.**