

RFP #B03310

**TITLE: Program Management Services –University of Rhode Island
New Student Housing
North District Campus Development**

Submission Deadline: 02/11/04 – 1:40 PM

PRE-PROPOSAL CONFERENCE: <u>Yes</u> DATE: 01/28/04 TIME: 11:00 AM Mandatory : <u>YES</u> Location: University of Rhode Island University Library Galante Lounge Kingston, RI 02881

Questions concerning this solicitation may also be e-mailed to the Division of Purchases at svieira@purchasing.ri.gov no later than **01/23/04 at 12:00 Noon (EDT)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP # on all correspondence. Questions received, if any, will be posted on the internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: YES BOND REQUIRED: NO

Stephen Vieira
Administrator of Purchasing Systems

Vendors must register on-line at the State Purchasing Website at www.purchasing.ri.gov to be able to download a Bidder Certification Cover form which must accompany each offer.

NOTE TO VENDORS:

A proposal may be disqualified if not accompanied by a completed and signed RIVIP generated Bidder Certification Cover Form.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

University of Rhode Island

REQUEST FOR PROPOSALS TO PROCURE
PROGRAM MANAGEMENT FOR THE
NEW STUDENT HOUSING DEVELOPMENT PROJECT
NORTH DISTRICT CAMPUS
RFP No. B03310

Proposals are hereby solicited by The Department of Administration /Division of Purchases, on behalf of the University of Rhode Island (URI) and must be received at the Division of Purchases, One Capitol Hill, Providence, RI 02908-5855, on or before **02/11/04, @ 1:40 PM (EDT)** from qualified firms interested in providing comprehensive Program Management Services to assist the University in the development its new student housing program as described elsewhere herein, in accordance with the terms of this Invitation and the State's General Conditions of Purchase (available at www.purchasing.ri.gov/publicdocuments/gencond.pdf).

The project includes the design and construction of several buildings on the University of Rhode Island (URI) Kingston Campus, with associated utility and site development, in accordance with the North District Plan. The Program Manager, under the direction of the University's Office of Capital Projects and Facilities Planning, will provide overall supervision and direction to architect, engineers, contractors, planners, consultants and others to accomplish implementation of the New Student Housing Project, which can be viewed at www.uri.edu/pspd/masterplan/northcampus/index.html.

This is a Request for Proposals (RFP), not an Invitation for Bid; responses will be evaluated on the basis of the relative merits of the Proposal. There will be no public opening and reading of responses received by the Division of Purchases pursuant to this Request, other than to name those offerors who have submitted Proposals.

Scope of work for this project may be obtained through Internet access to Rhode Island Division of Purchases home page at www.purchasing.ri.gov or may be picked up at the Department of Administration, Division of Purchases, One Capitol Hill, 2nd Floor, Providence, RI between the hours of 8:30 am and 3:30 pm weekdays. Respondents are advised that they must download and submit the three page Bidder Certification Cover Form with their submittal.

An original Proposal plus eight (8) copies are required, including all the information described elsewhere in this solicitation. The State reserves the right to make an award or to reject any and all proposals based on what it considers to be in its best interest.

Evaluation of the proposals will include consideration of competence and general experience to provide the required services; experience and qualifications of personnel; availability of personnel, equipment and facilities to perform expeditiously; past performance with respect

to control of costs, quality of work, ability to meet deadlines; and the submittal of a formal work plan.

A *mandatory* site conference will be held at:

Date: 01/28/04 @ 11:00 AM

Place: UNIVERSITY LIBRARY
Galante Lounge
University of Rhode Island
Kingston, RI 02881

Agency Contact: Paul M. DePace, P.E. (401) 874-2725
Director
Office of Capital Projects and Facilities Planning

Note: Attendees may call ahead to the Visitor's Center at 874-2133 to determine whether you may use personal conveyance or be required to use the University's shuttle service. Attendees should plan to arrive at the Visitor's Center at least twenty minutes before the conference is scheduled to begin.

Individuals requesting services for the hearing impaired must notify 48 hours in advance of the conference date at (401) 874-2725.

INSTRUCTIONS AND NOTIFICATIONS TO OFFERORS:

Potential offerors are advised to review all sections of this RFP carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.

All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content shall be borne by the offeror. The State assumes no responsibility for these costs.

Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.

All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Division of Purchases.

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. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted provided that their use is clearly indicated in the offeror's proposal and the subcontractors proposed to be used are identified in the proposal.

Offerors are advised that all materials submitted to the State for consideration in response to this Request for Proposal will be considered to be Public Records, as defined in Title 38 of the Rhode Island Laws, without exception, and will be released for inspection immediately upon request once an award has been made.

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's Office (401 222-3040). This Certificate of Authority will be required prior to the issuance of a purchase order. *This is a requirement only of the successful vendor.*

SECTION 2 - BACKGROUND AND PURPOSE

URI is planning a major new development in the section of its Kingston, Rhode Island facility referred to as the "North District". The University has retained William McDonough + Partners to produce a plan of the North District Campus including the siting and massing of future buildings in that district. The North District Campus Plan builds upon the strategies of the recent Kingston Campus Master Plan and is the next phase of planning toward implementation of the University's vision of a Sustainable Community. The goal of this series of projects is to develop and maintain the principles of sustainable design throughout the District. This assignment for Program Management Services required to deliver the New Student Housing Project in the North District as described herein.

BACKGROUND

For some time, the University has been aware of the changing expectations of students relative to campus housing. Studies and survey data collected since 1998 indicate that students beyond the freshman year prefer to live in apartment-style or suite-style housing as opposed to the more traditional dormitory units with double-loaded corridors and shared bathrooms.

More recently the University has experienced an unanticipated surge in demand for campus housing – fueled in part by the Internet access provided by the University's network

backbone and an overall desire for the convenience of campus living. URI lags behind many of its competitors in responding to this important shift in student needs.

Evidence that supports this change in URI's traditional housing pattern – where freshmen live on campus and then move “down the line” in subsequent years – can be found in the current waiting list for undergraduate campus housing. In addition, there is a waiting list of graduate students seeking to live on campus. The current inventory of apartments for graduate students is 124. These units have been at capacity for the last several years. Further, the Admissions Office is hearing from prospective students that tripling in dorm rooms and URI's inability to guarantee campus housing beyond the freshman year is a concern.

DESCRIPTION

The project consists of a series of buildings to expand the on-campus residential housing capabilities of the University. A minimum of 600 apartment/studio apartment style beds will be constructed. Targeted populations include single graduate students and/or upper-division undergraduates. These facilities will include a small amount of retail and recreational space in combination with new housing. In addition the University will develop a minimum of 200 suite-styled or “hotel-styled” replacement beds, without kitchens, targeted at sophomores and upper division students. The project will include appropriate support spaces including study rooms, social lounges, community kitchens, laundry areas, dining halls, retail space, and lease food service space, cafes, dry cleaners, and specialty shops. The University has begun the process to select the architect to develop this project. Primary funding is expected to be revenue bonds issued through the Rhode Island Health and Educational Building Corporation (RIHEBC). The total project cost has been set at \$70,000,000. The first units are scheduled for occupancy in January 2006 with all units occupied by September 2006.

THE NORTH DISTRICT

A major thrust of the North District Campus Plan involves demonstration of the use of Sustainable Community principles in the development of major facility projects. The University has engaged the firm of William McDonough + Partners to prepare a master plan for the North District to define these principles and to ensure that these principles are held as primary goals throughout development of the District. The Program Manager will assist the University by taking the lead in managing its consultants and contractors in the identification and implementation of Sustainable Community principles for the New Student Housing Project.

Due to the scope and diversity of skills required to implement the North District Campus Plan, URI has elected to retain a Program Management firm in lieu of hiring additional staff. The Program Manager will work directly for the Office of Capital Projects and Facilities Planning, but because of the breadth of responsibilities may also be required to interface with the Director of Housing and Residential Life and his staff, the Divisions of Business and Finance, University Communications, Advancement, the departments of Safety and Risk

Management, Facilities Services, Office of Higher Education, State Division of Purchases, State Building Code Commission, State Fire Marshall, and other academic and business units of the University.

PARKING AND UTILITIES

This project must replace any existing parking space eliminated by any construction. The program must plan and implement the expansion and improvements of campus utilities and roadways to service these facilities.

SECTION 3 - SCOPE OF WORK

3.1 GENERAL DESCRIPTION

The University of Rhode Island is interested in hiring a Program Manager (PM) to manage all aspects of management, design, construction and occupancy of the New Housing Project North District Campus to be located on the University of Rhode Island Kingston Campus. The PM will report directly to the University's Office of Capital Projects and Facilities Planning and augment that departments staff

A PM will be engaged by the University to assist with: 1) management of architect, engineers, commissioning agents and other consultants to be contracted by the University, 2) coordination planning of site utilities, parking and traffic associated with this project as it relates to the other projects in the North District, 3) selection of delivery systems, 4) value engineering and design review of the work, 5) bidding of multiple construction bid package contracts to be held by the University, 6) management and quality control of construction and 7) selected post construction services. The PM shall provide all personnel, materials, tools, and equipment to provide services in accordance with this Scope of Work including, but not limited to, onsite office space, equipment, and support, and computer hardware and software, and all appropriate insurance.

The Program Manager will not be allowed to self perform any portion of the work during the construction phase.

3.2 ABBREVIATIONS

ADA	Americans with Disabilities Act
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
CM	Construction Manager

CPM	Critical Path Method of projects scheduling
DBE	Disadvantaged Business Enterprise
DEM	Rhode Island Department of Environmental Management
EEO	Equal Employment Opportunity
MBE	Minority Business Enterprise
O&M	Operations and Maintenance
PM	Program Manager
RFI	Request for Information.
RFP	Request for Proposals
RISBCC	RI State Building Code Commission Office
URI	The University of Rhode Island
USGBC	United States Green Building Council
LEED	Leadership in Energy and Environmental Design
WBE	Women's Business Enterprise
OCP& FP	URI Office of Capital Projects and Facilities Planning
FS	URI Facility Services
S&RM	URI Office of Safety and Risk Management

3.3 SITE EVALUATION ANALYSIS

The Program Manager shall:

1. Conduct, coordinate and oversee site investigation and evaluation.
2. Coordinate the development of site utilities to conform with the North District Plan as directed by the University.
3. Advise the cost impact of implementing recommendations regarding environmental issues.
4. Present report and recommendations to the University

3.4 TRAFFIC STUDY

The Program Manager shall:

1. Cooperate with the Architect in their responsibility to perform a study of parking areas within walking distance of the new housing.
2. Cooperate with the Architect to determine the appropriate number of parking spaces for the new housing. Advise the cost impact to construct the recommended number of new spaces.
3. In conjunction with URI and its campus traffic consultant, cooperate with the Architect in their responsibility to perform a traffic study of the local access roads and the impact of vehicular traffic generated by the new housing.

4. Coordinate and cooperate with the Architect and campus traffic consultant in their responsibility to perform an analysis of potential parking sites and vehicular traffic impact.

3.5 PLANNING AND DESIGN PHASE MANAGEMENT

The Program Manager shall:

1. In conjunction with URI's Architect, oversee the development and implementation of the New Student Housing Project as it relates to the North District Plan to meet the needs of the University including, providing information on project scope, cost, feasibility and assessment of need for modification or construction of other facilities.
2. Identify requirements and timing for third party vendor services. Provide recommendations to URI. Coordinate the work of these sub consultants; monitor contract performance with regard to scope of work, budget and schedule, and review and recommend approval for progress payments.
3. Assist in the selection, hiring and contract approval of professional firms and specialty sub consultants, including but not limited to the following:
 - a. Architect
 - b. Engineers
 - c. Planners
 - d. Facilities Management Consultants
 - e. Traffic Engineers
 - f. Trade Contractors
 - g. Master Plan Consultants
 - h. Site Surveyors
 - i. Geotechnical Engineers
 - j. Environmental Engineers
 - k. Appraisers
 - l. Legal Professionals
 - m. Equipment/Furnishing Consultants
 - n. Materials Testing Labs
 - o. Testing and Balancing Contractors
 - p. Hazardous Materials Consultants
 - q. Hazardous Materials Removal Contractors
 - r. Telecommunications and Data Consultants
 - s. Commissioning Agent
 - t. Archeological Consultants
4. When requested by URI, select and contract for these third party professional firms and specialty sub consultants directly, subject to reimbursement of contract costs by URI.
5. Assist and direct the work of the Architect in connection with utilization of URI standards and requirements.

6. Review and evaluate the building program and design at all major stages of design. Coordinate URI needs with architect, engineers and special sub consultants, where applicable, for issues including but not limited to:
 - a. program,
 - b. technology,
 - c. security,
 - d. parking and traffic,
 - e. maintenance,
 - f. food service,
 - g. ADA requirements,
 - h. URI standards and requirements,
 - i. building systems,
 - j. phasing,
 - k. furniture, fixtures and equipment,
 - l. pre-purchase equipment specifications,
 - m. utilities relocation and expansion
 - n. temporary relocation of facilities

Monitor compliance of design sub consultants with instructions issued.

7. Direct the architect, and the subsequent construction contractors, in the design and implementation of a Building Automation Systems (BAS), which will interface seamlessly with URI's master Control System. BAS are to be specified, designed and installed so that they report to the URI's master system and respond to instructions from the master system in all particulars, implementing all features of the system desired by URI.
8. Direct the architect, and the subsequent construction contractors, in the design and implementation of the University's electronic access control system in all facilities constructed under this contract. Program locations for the various electronic access control hardware types with facility users and oversee implementation of the security plan. Coordinate the collection and registration of authorization data for facility users so that, at the time of turnover to URI, the electronic master access control system is fully functional.
9. Direct the architect, and the subsequent construction contractors, in the design and implementation of data and telecommunications systems in full compliance with the specification and configuration requirements of URI's RAMTel telephone/data utility.
10. Direct the architect, and the subsequent construction contractors, in the design and implementation of fire protection alarm systems in full compliance with the specification and configuration requirements of URI's Office of Safety and Risk Management.

11. Direct the architect, and the subsequent construction contractors in the design and implementation of appropriate signage and graphic systems for the facilities, in accordance with the University master signage and graphics standards, including donor recognition systems.
12. Direct the architect, and the subsequent construction contractors in the design and implementation of site fixtures and furnishings in accordance with the University Campus Master Plan.
13. Provide detailed construction cost estimates at each of the major design stages of the project: Program/Concept, Schematic, Design Development and Construction Documents, in accordance with ASTM E1557.
14. Identify areas for value engineering services and life cycle costing studies and provide detailed review in these areas. Facilitate a value engineering workshop at completion of Schematic Design of the project with representatives from URI, the architect, the engineers, Office of Capital Projects and Facilities Planning, Facility Services, facility users and the program manager in accordance with the method of ASTM 1699, and prepare a detailed report outlining recommended design modifications for consideration by the Building Committee.
15. Develop and maintain a master schedule for all studies and project phases. Update the master schedule on a monthly basis, as a minimum.
 - a. Prepare, submit for approval by URI, and then track performance against master schedule for the projects.
 - b. The master schedule must include all design and review activities, all design deliverables, all permit and approval activities, all procurement activities, major construction milestones and commissioning and occupancy activities for each of the buildings in the Project.
 - c. Plan project phasing to minimize disruption of current operations.
 - d. Evaluate project phasing and the need to relocate existing operations.
 - e. Advise on long lead-time procurements.
16. Develop a master project budget and maintain budget vs. actual reports for the projects. Provide budget reporting at the levels of detail necessary to the task—detailed reporting for the Building Committees and the Office of Capital Projects and Facilities Planning and summary level reporting for others. Specifically provide budget data and cash flow projections by fiscal quarter in the format utilized by the State of Rhode Island and the URI capital budgeting and capital management systems.
 - a. Assist in developing preliminary project budget including construction cost estimates
 - b. Review, track and submit for approval to URI and the project budget current status, projected status and budgeted vs. actual costs for the projects.
 - c. Develop and maintain project cash flow projections by contract and major cost category by quarter for the projects.
 - d. Supply budget and cash flow data in formats required by the University Office of Capital Projects and Facilities Planning, University Budget Office and State

Budget and Legislative Offices' capital budgeting and capital management systems.

17. Identify opportunities for MBE/WBE/DBE participation in accordance with State of Rhode Island requirements. Interface with the Rhode Island Minority Business Enterprise Compliance Office to develop a contracting plan that will meet URI's overall goals for MBE/WBE/DBE capital project participation.
18. Upon request, assist URI in keeping the general public informed as to progress of the project including the preparation and update of public project web sites.
19. Recommend a project delivery method for the project, with detailed explanation, for consideration by the University.
20. Upon request, recommend a comprehensive insurance strategy for the projects. Assist in the procurement and administration of the insurance plan. Make recommendation of an Owners Controlled Insurance Plan.
21. Review the URI standard project safety requirements, and develop a Project Safety Plan for the project, tailored to the demands of the project, for inclusion in the bidding documents. Provide an inspection and written report, with recommendations, for compliance with OSHA standards and the Project Safety Plan by an experienced project safety professional on at least a weekly basis.
22. Review the URI standard Division 1 contract document specifications and, in conjunction with the architect, recommend modifications appropriate to the scope of the project.
23. Staff the project with a full time, experienced program director from start to finish. Provide the services of other professional staff at the appropriate times.
24. Provide staff personnel with expertise in environmental, health and safety issues related to construction. Advise the University on issues arising in these areas related to construction, including the following services:
 - a. Preliminary recognition and identification of potential hazards impacting the project(s)
 - b. Identification of cost effective compliance solutions
 - c. Development of Scopes of Work for environmental services
 - d. Procurement and management of abatement/remediation contracting and consulting services
 - e. Environmental permitting identification, preparation and tracking
 - f. Development of Site Specific Health and Safety Plans
 - g. Interaction and coordination with regulatory agencies
25. Manage and coordinate filings to secure all necessary approvals from the Rhode Island State Building Code Commission, the Rhode Island Department of Environmental Management, the Rhode Island State Fire Marshall, and other appropriate authorities.
26. Provide a USGBC LEED Accredited Professional to support the project in its pursuit of overall sustainable design goal. Direct design and construction to achieve LEED

certification as instructed by the Owner. Provide the following services to assist URI in reaching decisions on sustainability issues and appropriate LEED's goals for the project to ensure compliance with LEED certification standards:

- a. LEED Design Charrettes
 - b. LEED Value Management Sessions
 - c. Life Cycle Cost Analysis
 - d. Identification/evaluation of Green products, materials and construction methods
 - e. Facilitation/Coordination of project LEED certification program through planning, design and construction
 - f. As directed by URI, integrate LEED requirements into project documents
27. Submit project reports identifying critical issues including design issues, schedule progress and budget vs. actual reporting at monthly intervals.
28. Upon request, maintain and update a secure website for communication of project information between parties associated with the project(s). Information maintained on this website shall include, as a minimum:
- a. Project directory for all project participants
 - b. Bid packages anticipated, pending and awarded
 - c. Budget Status, including potential changes
 - d. Project Schedules
 - e. Current drawings list
 - f. Meeting minutes
 - g. Requests for Information
 - h. Submittal status tracking
 - i. Rolling completion list
29. Direct the preparation of site safety and logistics plans.
30. Coordinate with URI and RI State Division of Purchases to develop bidding procedures, packages and contract document requirements for bidding of the construction work for selected project delivery systems including multiple trade contractors.
31. Recommend project and construction phasing plans. Oversee the preparation of a site utilization plan for access to site, mobilization area, and pedestrian and vehicular traffic around site during construction.
32. Coordinate the development of construction contract forms and general condition documents.
33. Upon request, assist in the development of purchase and award schedules for the procurement of the multiple bid packages during the Bidding Phase.

34. At the completion of Construction Documents, or at any other phase of design requested by URI, provide an Independent Document Coordination review of the design documents. The review shall provide detailed and specific identification of missing or conflicting information among and between the design disciplines. Provide a detailed written report and a set of contract documents marked to clearly identify to the architect, engineers and sub consultants the identified deficiencies in a format that can be readily understood and directly acted upon by a draftsman, word processing operator, architect or engineer, as appropriate. Complete the review in a timely fashion to permit incorporation of responses into the Bid Documents. In your proposal, detail your method for providing these reviews and your experience in their preparation.
35. Review drawings, technical specifications and contract language: Coordinate the assembly and develop Scope of Work requirements and Bid Notices for multiple bid packages. Review documents for discipline coordination and completeness. Coordinate the preparation of bid documents and contract language, according to URI requirements and in conjunction with the Architect.
36. Upon request, coordinate the preparation of separate bid packages for long-lead items for separate purchase. Coordinate the preparation of separate bid packages for furniture, fixtures and equipment for purchase.
37. Prepare for the Bidding Phase:
 - a. Develop trade contractor interest in project.
 - b. Review and recommend qualified bidders to be added to the notice list.
 - c. Establish bidding schedules.
 - d. Prepare public bid notice.
 - e. Develop bid comparison sheets.

3.6 BIDDING PHASE

The projects may be bid utilizing several delivery systems including lump sum bid and in multiple bid package format for construction through the State of Rhode Island Division of Purchases. All contracts will be held directly by URI/State of Rhode Island with the Program Manager overseeing the management of the contracts as URI's agent.

The Program Manager shall:

1. Request issuances of bid documents by and submit bid notices to RI Division of Purchases. Provide bid packages and bid comparison sheets.
2. Coordinate the placement of advertisements with the RI Division of Purchases.
3. Monitor and encourage contractor interest in the project.
4. Organize and attend pre-bid meetings.

- a. Conduct pre-bid conference to review requirements.
 - b. Field questions from prospective bidders and coordinate responses with the architect.
 - c. Review claims resolution procedures with prospective bidders.
 - d. Conduct additional bidder visits to the sites to facilitate their investigation of existing conditions.
 - e. Prepare meeting minutes of the pre-bid conferences.
5. Coordinate and direct work of the Architect in connection with preparation and issuance of addenda
6. Activities upon bid opening:
- a. Attend bid opening; receive bids from RI Division of Purchases
 - b. Evaluate bids and prepare bid comparisons and award recommendations.
 - c. Advise URI on qualifications of general and trade contractors and material suppliers.
 - d. Assist RI Division of Purchases and appropriate State departments with review of bid responses for bond and insurance certificate conformance, EEO and MBE/WBE business participation
 - e. Support the URI Technical Committees in reviewing bids and recommending award of contracts to the State Division of Purchases.
 - f. Expedite award of contracts on “critical path”
 - g. Monitor status of Purchase Order preparation.
 - h. Upon issuance of Purchase Order, initiate contractor mobilization.

3.7 PROJECT CONSTRUCTION

Multiple contractors will perform the construction work. The Program Manager will represent URI in its relationship with general and trade contractors. The duties of the Program Manager are to coordinate, expedite and monitor the activities of all contractors, and to represent URI’s interest in the construction process including the following activities:

1. Provide the following services at construction start-up:
 - a. Assist URI in organizing ground breaking ceremonies and public relations services.
 - b. Coordinate activities to obtain building permits, demolition permits, and special permits.
 - c. Record issuance of notice to proceed.
 - d. Coordinate selection and secure contract with testing labs.

- e. Institute procedures for documenting and processing of shop drawings, Requests for Information, change order requests, change orders, contractor applications for payment, and other appropriate documents for URI's approval. Establish clear lines of communication for all construction administration issues.
 - f. Arrange and attend pre-construction conferences with all contractors and appropriate URI staff.
 - g. Coordinate all contractors' set-up of on-site facilities.
 - h. Coordinate the construction schedule with the project schedule; review and approve all contractors' schedules.
 - i. Review and approve all contractors' schedule of values.
 - j. Coordinate all contractors' safety activities with project safety programs and conformance with URI Safety Manual, submission of material safety data sheets, university spill prevention plan and hazardous waste procedures.
 - k. Conduct regularly scheduled meetings with owner/architect(s) and with all contractors.
 - l. Review all contractor's phasing plan and sequence of work. Review plans for site and building utilization during construction.
 - m. Maintain all project records. Maintain a photographic record of progress and claim issues
2. Implement a Personnel Authorization system for all construction personnel coming on site. Specifically implement, verify and document the following:
- a. When requested, implement a drug-testing program for new or suspect personnel, to the full extent permitted by Rhode Island law.
 - b. Verify that all tradespersons on site working in trades requiring licenses or operating permits under Rhode Island law are in possession of the documentation certifying their compliance.
 - c. Verify that all personnel entering the site have the OSHA Ten-Hour Training documentation required under Rhode Island law.
 - d. Provide and document an orientation for all personnel coming to work on the site informing them of the project safety and jobsite rules they will be expected to follow.
3. Assist in the management of budget and schedule for all projects:
- a. Review; submit for approval to URI, and then track master schedule for all project phases.
 - b. Review; submit for approval to URI, and then track project budget vs. actual for all project phases.
 - c. Update project schedule to reflect events and conditions at the jobsite.

- d. Track expenditures relative to the project budget and report on a monthly basis.
4. Monitor contract compliance for all projects.
5. Assist and direct work of the Architect, and provide overview and tracking of the following items:
 - a. Approvals of shop drawings.
 - b. Issuance of change orders.
 - c. Site observations.
 - d. Requests for Information
 - e. Structural inspections.
 - f. Building commissioning plan.
 - g. Subcontractor payments.
6. Provide construction administration services as follows:
 - a. Assign full time, experienced, onsite construction superintendents to ensure quality and conformance with URI's contract documents by the field activities of all contractors
 - b. Schedule and attend regular job meetings.
 - c. Coordinate third party vendor testing.
 - d. Provide progress photos documenting all critical construction activities on at least a weekly basis.
 - e. Coordinate work of all contractors to complete project within required time and cost.
 - f. Develop a plan to construct full-scale mock-ups, as appropriate, to set standards of quality and performance.
 - g. Monitor and evaluate the progress of the work relative to schedule.
 - h. Inspect work of all contractors for quality control and contract performance; reject work that does not conform to quality and contract requirements.
 - i. Advise URI on courses of action when contract requirements are not fulfilled.
 - j. Assist URI to resolve any questions that arise during construction.
 - k. Implement claims resolution procedures
7. Review all contractors' application for payments as approved by the architect and recommend for approval to URI; monitor payments over time. Review and verify Certified Payrolls and Lien Waivers required by URI for all monthly and final payments.
8. Maintain shop drawing file; review, log and file shop drawings
9. Implement Change Order processing procedures and manage the Change Order process. Review change orders, and prepare for approval by URI.

10. Submit regular project reports for critical issues including design issues, schedule progress, cash flow forecast, and budget vs. actual reporting.

3.8 CLOSEOUT

The Program Manager shall:

1. Project completion activities:
 - a. Review and confirm Architect's certification that the project is complete, and that all punchlist items have been addressed.
 - b. Conduct final inspection.
 - c. Obtain final release waivers, consent of surety, and sales tax payment certificate for out of state.
 - d. Close out contracts with all contractors.
 - e. Coordinate final inspections with personnel of the State Building Commission and the State Fire Marshall offices and URI's Office of Safety and Risk Management.
 - f. Assist Architect in obtaining a Certificate of Occupancy.
 - g. Coordinate building and systems commissioning by commissioning agent and pertinent contractors.
 - h. Observe and assist all contractors in conducting systems start-up testing.
 - i. Develop and conduct appropriate start-up and training programs for URI administrative and maintenance/custodial staff for building systems and equipment.
 - j. Develop recommended spare parts inventory.
 - k. Coordinate final cleaning and start-up service.
 - l. Conduct project performance evaluation meeting and provide evaluation of architect, all contractors and material suppliers
 - m. Assist with claims resolution.
 - n. Coordinate installation of owner provided furnishings and equipment.
 - o. Certify that all furniture and equipment has been delivered and installed.
 - p. Upon request, organize grand opening events and activities.
2. Receive and catalog documents for project closeout:
 - a. Delivery of as-built drawings from all contractors and architect in accordance with URI standards.
 - b. Coordinate delivery of equipment manuals and warranties.
 - c. Coordinate delivery of O&M manuals,

- d. Collect and transmit to the Office of Safety and Risk Management, Material Safety Data Sheets (MSDS) for all materials incorporated into the facilities.
3. Financial:
 - a. Recommend release of final payment to all contractors, including release of retainage.
 - b. Prepare records for URI audit, upon request.
 - c. Assist URI Controller's Office in obtaining capital account categorization of project expenses for tax and depreciation purposes.
 - d. Assist URI Property & Support Services in completing an inventory of the facilities, in compiling an inventory of the furnishings, fixtures and equipment provided with the facilities, and in developing an identification system for rooms within the facilities.
 4. Commissioning:
 - a. Begin planning for commissioning with Schematic Design. Develop a preliminary Commissioning plan; review with URI and with the Architect. Throughout development of the design, bid packages and submittals, see that activities, labor and equipment necessary for final commissioning are appropriately specified and contracted.
 - b. Implement a Commissioning Process for the project, complying with all LEEDS Certification requirements and providing services as anticipated by ASHRAE Guideline 0-200X, August 2002 edition. In this respect, act as the Commissioning Authority, URI's Representative and the Program Manager. Solicit appropriate input from users and maintenance personnel on the Owner's staff to guide the commissioning activities.
 - c. Integrate the schedule for start-up, commissioning and qualification activities into the construction schedule. Start prior to mechanical completion of the systems. Plan commissioning to minimize functional system testing overlap, reduce project documentation requirements, and provide earliest possible beneficial operation of the facility.
 - d. If systems in any of the projects require validation, then on URI request provide full validation services to meet U. S. Food and Drug Administration requirements and the requirements of URI, as an additional service.
 5. Provide data collection, programming and training services to include operational initiation for all facilities and equipment implemented under this contract on the existing URI Facility Center Facility Management system. Make arrangements to secure electronic Contract Documents and As-Built Documents from architect, engineers and contractors, and install this information in the FacilityCenter system. Specific features to be included under this requirement include at a minimum:
 - a. Asset management. Implement Tracking Make, Model, Serial #, location, In Service date, Preventative Maintenance Schedule with procedures and

frequency of work order generation, work order history and other fields of information.

- b. Preventive Maintenance Input data associated with specific Preventative Maintenance procedures taken from Operations and Maintenance Manuals and other sources and schedule this.

3.9 POST CONSTRUCTION SERVICES

The Program Manager shall:

1. Assist URI with the following:
 - a. Settlement of all post-construction claims.
 - b. Delivery of all warranties and guarantees.
 - c. Development of appropriate service contracts and Requests for Proposal
 - d. Periodic post-construction commissioning and warranty punch list inspections
 - e. Post-construction evaluation and reports.
 - f. Conduct “lessons learned” project closeout meeting within three months of Substantial Completion for phase of the project.
 - g. Conduct a warranty walk-through of completed facilities in conjunction with URI ten months following Substantial Completion of the facilities. Assist in the Settlement of these warranty claims.
 - h. Prepare a final accounting of all program costs.

3.10 ADDITIONAL SERVICES

If requested by URI, the Program Manager shall provide the following as additional services:

1. Any of the Basic Services for projects beyond the scope of those specified herein as necessary to deliver the New Student Housing portion of the North District project.
2. Assist URI with litigation preparation.

SECTION 4 - PROPOSAL SUBMISSION

A Pre-proposal Conference, for the purpose of clarifying the scope and intent of this requirement, as well as the evaluative criteria to be employed in the review of responses to this Request, will be conducted on **01/28/2004** at **11:00** A.M. at **URI, University Library, Galante Lounge, Kingston, RI.**

The time of opening is **02/11/04 1:40 PM.** Proposals which are not present in the Rhode Island Division of Purchases reception area at the time of opening for any cause will be

determined to be late and not considered. For the purpose of this requirement, the time and date shall be determined by the time clock in the Division of Purchases reception area. No other time source shall be considered.

Offerors are advised that all materials submitted to the State of Rhode Island for consideration in response to this Request for Proposals will be considered to be Public Records as defined in Title 38 Chapter 2 of the Rhode Island General Laws, without exception, and will be released for inspection immediately once an award has been made.

In accordance with the Title 7, Chapter 1.1, of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a Certificate of Authority to do so from the Secretary of State. The apparent low offeror, if an out of state corporation with no business address within the state must either: 1) provide a copy of their Certificate of Authority , or; 2) show proof that an application is in process prior to the award

Proposals must include the following:

1. A letter of transmittal signed by an owner, officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request, and tendering an offer to the State. The letter must contain a commitment to provide both the services described herein and the personnel proposed for the assignment.
2. A separate Technical Proposal describing the background, qualification, and experience with and for similar programs, as well as the workplan or approach proposed for this requirement.

The Technical Proposal must contain the following sections:

Executive Summary:

The Executive Summary is intended to highlight the contents of the Technical Proposal and to provide State evaluators with a broad understanding of the offeror's technical approach and ability.

Offeror's Organization and Staffing:

Provide the organization plan. Include identification of all staff and/or subconsultants proposed as members of the project team, and the duties, responsibilities, and concentration of effort that apply to each as well as resumes, curricula vitae, or statements of prior experience and qualification and references.

Management Controls:

Describe how the offeror will deliver the following basic services to be provided in this assignment. Describe in detail the staff qualifications, credentials, experience in handling moves of similar complexity and computerized systems to perform each of these services:

- a. Cost Estimating
- b. Value Engineering
- c. CPM Scheduling
- d. Budget and Actual Cost Reporting
- e. Independent Document Coordination
- f. Project website
- g. Procurement of Services
- h. Quality in Construction
- i. Methods to Encourage MBE/WBE Participation
- j. Commissioning
- k. Relocation Management
- l. Information Sharing and Communication

Previous Experience and Background:

Provide a list of Program Management experience. Include the name of the project; its location; general description of the services; name, address and phone number of the owner and its representative; program budget; and the start and completion of the services provided.

From the list above, provide at least three (3) case studies of Program Management assignments for other clients. Expound on the services provided to each client. Provide a list of new or renovated University facilities in general and Residence Halls, in particular, which firm has constructed. Include the name of the project; its location; general description of the services; name, address and phone number of the owner and its representative; program budget; and the start and completion of the services provided. From the list above, provide at least five (5) case studies of University facilities in general and Residence Halls. Expound on the services provided to each client and the specific challenges of each project.

Ownership and Financial:

Describe current ownership of the firm and duration of that ownership. Provide the audited financial statement for the past three years. The offeror's status as a Minority Business Enterprise (MBE), certified by the Rhode Island Department of Economic Development, and or a subcontracting plan which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements.

Workplan/Approach Proposed:

This section shall describe the offeror's understanding of URI's requirement, including the result(s) intended and desired, the approach and/or methodology to be employed, and a workplan for accomplishing the results proposed. The description of approach shall discuss and justify the approach proposed for each task, and the technical issues that will or may be confronted at each stage on the project. The workplan description shall include a detailed proposed project schedule by task and subtask, a list of tasks, activities, and/or milestones that will be employed to

administer the project, the assignment of staff members and concentration of effort for each, and the attributable deliverables for each.

3. Bid surety in the form of a bid bond or certified check payable to the State of Rhode Island in the amount of \$50,000 must be included with the ORIGINAL copy of the Technical Proposal. Do not include it in the sealed envelop with the Cost Proposal
3. A Cost Proposal reflecting the fee structure proposed for this scope of services, including completion of the enclosed Cost Proposal Summary form sealed in a separate envelop.
4. Respondents shall submit one (1) original and eight (8) copies of the RFP, a Technical Proposal and a Cost Proposal in a separate, sealed envelope labeled with the firm name and marked: "RFP No. B03310 – Program Management Services-University of Rhode Island New Student Housing" and mail or hand deliver to the following address:

DEPARTMENT OF ADMINISTRATION
DIVISION OF PURCHASES
ONE CAPITOL HILL PROVIDENCE, RI 02908
ATTENTION: STEPHEN A. VIEIRA
ADMINISTRATOR PURCHASING SYSTEMS

Proposals misdirected to other State locations or which are otherwise not present in the Division of Purchases at the time of opening for any cause will be determined to be late and will not be considered.

SECTION 5 - EVALUATION AND SELECTION

The University of Rhode Island will commission a Technical Review Sub-Committee, which will evaluate and score all proposals. The evaluation will be carried out in two stages: Technical and Cost. The Cost Proposals shall remain sealed until the technical scoring has been completed. Only those Offerors whose Technical Proposals have been judged as acceptable, will have their Cost Proposal opened. The Technical Review Sub-Committee will use the following criteria:

<u>Criteria</u>	<u>Points</u>
Staff Qualifications and experience	
Program Management	10
University Facilities, in General	5
University Residence Facilities	10
Firm's Capability, Capacity and Qualifications	
Program Management	10
University Facilities, in General	10
University Residence Facilities	10

Quality of the Workplan; Suitability of Approach/Methodology	
Project Understanding	5
Project Staffing	10
Technology and Support Systems	5
Schedule Approach	5
Cost	<u>20</u>
Total	100

A minimum score of 65 Points in the Technical Proposal is required to advance to the Cost Proposal stage.

Cost Proposal

To maintain consistency of project organization throughout the project, it is the University's intent to engage a single Program Management firm or team to provide design services for the New Student Housing in the North District Campus Development. The work will be accomplished in accordance with the enclosed schedule and will be released for design and construction as the financing plans are completed. Due to the scope of work, size and nature of the projects at hand, the University of Rhode Island expects the following "core staff" to execute the services detailed in the RFP. This staff will be situated fulltime on-site at URI over the entire period of the effort. It is expected that the Program Director will be required an additional period in advance to perform Program Development and Pre-Design Phase services.

Core Staff:

- Program Director
- Assistant Program Director
- Project Managers
- Project Accountants
- Project Superintendents
- Mechanical Coordinators
- Project Engineers
- Technical Assistants

In addition to these individuals, the University expects various personnel, namely trades estimators, schedulers, value engineering facilitators, environmental consultants, safety engineers, LEED Accredited Professionals, webmasters, purchasing agents, quality coordinators, independent document reviewers, relocation specialists and commissioning engineers to augment the core staff. It is left to the offeror to determine the level of effort required and the rate of compensation for each of these services in preparation of the bid. Note that under Rhode Island Law, all personnel working at a construction site, whether permanently assigned to the site or visiting, must have in their possession an OSHA 10-hour Training Certification Card.

With regard to General Conditions the Program Manager will provide its own field offices, office furniture, telephone equipment and service, internet service, vehicles, computers, photocopying, shop drawing reproduction, stationary, supplies, fax machines, postage, and liability insurance. The Program Manager will bear all costs of travel between its other offices, including other project sites, and the University, as well as all home office and in-state travel costs. Other travel costs must be pre-approved by the University. The University will furnish electrical, water, and steam services at no cost providing equipment and connections to existing University service mains are installed by the Program Manager. The University will pay the costs of third-party reproduction of Contract Documents.

Completion of the Cost Proposal bid matrix below is based on the development of the New Housing Project. The duration in weeks has been fixed for four (4) core positions and the General Conditions as well as five (5) categories of required studies. The weekly rate used to calculate total cost shall be furnished by the offeror and should include salary, escalation, overtime, overhead (including home office accounting, cost reporting and data processing/IT costs), fringe benefits and profit for the duration of this phase of a project. The offeror shall complete the staffing plan including both proposed durations and weekly rates for all other positions required to complete the projects successfully.

Notwithstanding the forgoing, the University/State reserves the right to award on the basis of cost alone. Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further. The University/State, may at its sole option, elect to require presentation(s) by offerors clearly in consideration for award. The Technical Review Sub-Committee will present the written findings, including the results of all evaluations, to The State's Architect/Engineer and Consultant Services Selection Committee, which will recommend three finalists to the director of the Department of Administration who will make the final selection for this assignment.

**NEW STUDENT HOUSING PROJECT
COST PROPOSAL MATRIX**

	rate/week	weeks	total
Program Director		156	
Assistant Program Director			
Project Managers		104	
Project Accountants		104	
Project Superintendents		104	
Mechanical Coordinators			
Project Engineers			
Technical Assistants			
Architectural and Civil Estimators			
Mechanical and Electrical Estimators			
Schedulers			
Value Engineering Facilitators			
Environmental Consultants			
Safety Engineers			
LEED Accredited Professionals			
Webmasters			
Purchasing Agents			
Quality Coordinators			
Commissioning Engineers			

General Conditions		156	
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STUDIES

Value Engineering Reports		5	
Interdisciplinary Document Reviews		5	
Estimates		10	
Project Safety Plans		5	
Project Websites		1	

TOTAL			
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ATTACHMENT "A"
**STATE OF RHODE ISLAND GENERAL CONDITIONS OF
PURCHASE**

Note: The Office of Purchases may, from time to time, make amendments to the General Terms and Conditions when the Purchasing Agent determines that such amendments are in the best interest of the State. Amendments shall be made available for public inspection at the Office of the Secretary of State but shall not require formal public notice and hearing. Copies of the Terms and Conditions shall be provided to any individual or firm requesting to become a registered bidder. Applicants shall be required, as part of the application process, to certify that they have read the General Terms and Conditions and understand that they apply to all State Purchases.

**STATE OF RHODE ISLAND OFFICE OF PURCHASES
GENERAL CONDITIONS OF PURCHASE**

All State Purchase Orders, Contracts, Solicitations, Delivery Orders and Service Requests shall incorporate and be subject to the provisions of Title 37 Chapter 2 of the General Laws of the State of Rhode Island, the Regulations adopted pursuant thereto, all other applicable provisions of the Rhode Island General Laws, specific requirements described in the Request or Contract, and the following General Conditions of Purchase:

1. **GENERAL** - All purchase orders, contracts, solicitations, delivery orders, and service requests are for specified goods and services, in accordance with express terms and conditions of purchase, as defined herein. For the purposes of this document, the terms "bidder" and "contractor" refer to any individual, firm, corporation, or other entity presenting a proposal indicating a desire to enter into contracts with the State, or with whom a contract is executed by the State's Purchasing Agent, and the term "contractor" shall have the same meaning as "vendor".

2. **ENTIRE AGREEMENT** - The State's Purchase Order, or other State contract endorsed by the State Office of Purchases, shall constitute the entire and exclusive agreement between the State and any contractor receiving an award. In the event any conflict between the bidder's standard terms of sale, these conditions or more specific provisions contained in the solicitation shall govern. All communication between the State and any contractor pertaining to any award or contract shall be accomplished in writing.
 - a. Each proposal will be received with the understanding that the acceptance, in writing, by contract or Purchase Order by the Purchasing Agent of the offer to do work or to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the bidder and the State. This shall bind the bidder on his part to furnish and deliver at the prices and in accordance with the conditions of said accepted proposal and detailed specifications and the State on its part to order from such contractor (except in case of emergency) and to pay for at the agreed prices, all materials, equipment, supplies or services specified and delivered. A contract shall be deemed executory only to the extent of funds available for payment of the amounts shown on Purchase Orders issued by the State to the contractors.

b. No alterations or variations of the terms of the contract shall be valid or binding upon the State unless submitted in writing and accepted by the Purchasing Agent. All orders and changes thereof must emanate from the Office of Purchases: no oral agreement or arrangement made by a contractor with an agency or employee will be considered to be binding on the Purchasing Agent, and may be disregarded.

c. Contracts will remain in force for the contract period specified or until all articles or services ordered before date of termination shall have been satisfactorily delivered or rendered and accepted and thereafter until all terms and conditions have been met, unless

1. terminated prior to expiration date by satisfactory delivery against orders of entire quantities, or

2. extended upon written authorization of the Purchasing Agent and accepted by the contractor, to permit ordering of the unordered balances or additional quantities at the contract price and in accordance with the contract terms, or

3. canceled by the State in accordance with other provisions stated herein.

d. It is mutually understood and agreed that the contractor shall not assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title or interest therein, or his power to execute such contract, to any other person, company or corporation, without the previous consent, in writing, of the Purchasing Agent.

e. If, subsequent to the submission of an offer or issuance of a purchase order or execution of a contract, the bidder or contractor shall merge with or be acquired by another entity, the contract may be terminated, except as a corporate resolution prepared by the contractor and the new entity ratifying acceptance of the original bid or contract terms, condition, and pricing is submitted to the Office of Purchases, and expressly accepted.

f. The contractor or bidder further warrants by submission of an offer or acceptance of a purchase order or other contract that he has no knowledge at the time of such action of any outstanding and delinquent or otherwise unsettled debt owed by him to the State, and agrees that later discovery by the Purchasing Agent that this warranty was given in spite of such knowledge, except where the matter is pending in hearing or from any appeal therefrom, shall form reasonable grounds for termination of the contract.

3. SUBCONTRACTS - No subcontracts or collateral agreements shall be permitted, except with the State's express consent. Upon request, contractors must submit to the Office of Purchases a list of all subcontractors to be employed in the performance of any Purchase Order or other contract arising from this Request.

4. RELATIONSHIP OF PARTIES - The contractor or bidder warrants, by submission of an offer or acceptance of a purchase order or other contract, that he is not an employee, agent, or servant of the State, and that he is fully qualified and capable in all material regards to provide the specified goods and services. Nothing herein shall be construed as creating any contractual relationship or obligation between the State and any sub-bidder, subcontractor, supplier, or employee of the contractor or offeror.

5. COSTS OF PREPARATION - All costs associated with the preparation, development, or submission of bids or other offers will be borne by the offeror. The State will not reimburse any offeror for such costs.

6. SPECIFIED QUANTITY REQUIREMENT - Except where expressly specified to the contrary, all solicitations and contracts are predicated on a specified quantity of goods or services, or for a specified level of funding.

a. The State reserves the right to modify the quantity, scope of service, or funding of any contract, with no penalty or charge, by written notice to the contractor, except where alternate terms have been expressly made a part of the contract.

b. The State shall not accept quantities in excess of the specified quantity except where the item is normally sold by weight (where sold by weight, the State will not accept quantities greater than ten per cent [10%] of the specified quantity), or where the Request or Contract provides for awards for other than exact quantities.

c. Purchase Orders or other contracts may be increased in quantity or extended in term without subsequent solicit with the mutual consent of the contractor and the State, where determined by the Purchasing Agent to be in the State's best interest.

7. TERM AND RENEWAL - Where offers have been requested or contracts awarded for terms exceeding periods of twelve (12) months, it is mutually understood and agreed that the State's commitment is limited to a base term not to exceed twelve (12) months, subject to renewal annually at the State's sole option for successive terms as otherwise described, except where expressly specified to the contrary. Purchase orders appearing to commit to obligations of funding or terms of performance may be executed for administrative convenience, but are otherwise subject to this provision, and in such cases the State's renewal shall be deemed to be automatic, conditional on the continued availability of appropriated funds for the purpose, except as written notice of the State's intent not to renew is served.

8. DELIVERY - Delivery must be made as ordered and in accordance with the proposal. If delivery qualifications do not appear on the bidder's proposal, it will be interpreted to mean that goods are in stock and that shipment will be made within seven (7) calendar days. The decision of the Purchasing Agent, as to reasonable compliance with the delivery terms, shall be final. Burden of proof of delay in receipt of order shall rest with the contractor. No delivery charges shall be added to invoices except when authorized on the Purchase Order.

9. FOREIGN CORPORATIONS - In accordance with Title 7 Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in this state until it shall have procured a certificate of authority so to do from the Secretary of State.

10. PRICING - All pricing offered or extended to the State is considered to be firm and fixed unless expressly provided for to the contrary. All prices shall be quoted F.O.B. Destination with freight costs included in the unit cost to be paid by the State, except, where the Request or Contract permits, offers reflecting F.O.B. Shipping Point will be considered, and freight costs may then be prepaid and added to the invoice.

11. COLLUSION - Bidder or contractor warrants that he has not, directly or indirectly, entered into any agree participated in any collusion or otherwise taken any action in restraint of full competitive bidding. In special circumstances, an executed affidavit will be required as a part of the bid.

12. PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES - Bidder or contractor warrants that he has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Bidder or contractor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the contract or award in question. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts and suspension or debarment of the bidder(s) or contractor(s) involved.

13. AWARDS - Awards will be made with reasonable promptness and by written notice to the successful bidder (only); bids are considered to be irrevocable for a period of sixty (60) days following the bid opening unless expressly provided for to the contrary in the Request, and may not be withdrawn during this period without the express permission of the Purchasing Agent.

- a. Awards shall be made to the bidder(s) whose offer(s) constitutes the lowest responsive price offer (or lowest responsive price offer on an evaluated basis) for the item(s) in question or for the Request as a whole, at the option of the State. The State reserves the right to determine those offers which are responsive to the Request, or which otherwise serve its best interests.

- b. The State reserves the right, before making award, to initiate investigations as to whether or not the materials, equipment, supplies, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specification, and are ample and sufficient to insure the proper performance of the contract in the event of award. If upon such examination it is found that the conditions of the proposal are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications or facilities are not satisfactory, the State may reject such a bid. It is distinctly understood, however, that nothing in

the foregoing shall mean or imply that it is obligatory upon the State to make any examinations before awarding a contract; and it is further understood that if such examination is made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.

c. Qualified or conditional offers which impose limitations of the bidder's liability or modify the requirements of the bid, offers for alternate specifications, or which are made subject to different terms and conditions than those specified by the State may, at the option of the State, be

1. rejected as being non-responsive, or
2. set aside in favor of the State's terms and conditions (with the consent of the bidder), or
3. accepted, where the State Purchasing Agent determines that such acceptance best serves the interests of the State.

· Acceptance or rejection of alternate or counter-offers by the State shall not constitute a precedent which shall be considered to be binding on successive solicitations or procurements.

d. Bids submitted in pencil, or which do not bear an original signature, in ink, by an owner or authorized agent thereof, will not be accepted.

e. Bids must be extended in the unit of measure specified in the Request. In the event of any discrepancy between unit prices and their extensions, the unit price will govern.

f. The Purchasing Agent reserves the right to determine the responsibility of any bidder for a particular procurement.

g. The Purchasing Agent reserves the right to reject any and all bids in whole or in part, to waive technical defects, irregularities, and omissions, and to give consideration to past performance of the offerors where, in his judgement the best interests of the State will be served by so doing.

h. The Purchasing Agent reserves the right to make awards by items, group of items or on the total low bid for all the items specified as indicated in the detailed specification, unless the bidder specifically indicates otherwise in his bid.

i. Preference may be given to bids on products raised or manufactured in the State, other things being equal.

j. The impact of discounted payment terms shall not be considered in evaluating responses to any Request.

k. The Purchasing Agent reserves the right to act in the State's best interests regarding awards caused by clerical errors by the Office of Purchases.

14. SUSPENSION AND DEBARMENT - The Purchasing Agent may suspend or debar any vendor or potential bidder, for good cause shown:

a. A debarment or suspension against a part of a corporate entity constitutes debarment or suspension of all of its divisions and all other organizational elements, except where the action has been specifically limited in scope and application, and may include all known corporate affiliates of a contractor, when such offense or act occurred in connection with the affiliate's performance of duties for or on behalf of the contractor, or with the knowledge, approval, or acquiescence of the contractor or one or more of its principals or directors (or where the contractor otherwise participated in, knew of, or had reason to know of the acts)

b. The fraudulent, criminal or other serious improper conduct of any officer, director, shareholder, partner, employee, or any other individual associated with a contractor may be imputed to the contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the contractor, or with the contractor's knowledge, approval or acquiescence. The contractor's acceptance of benefits derived from the conduct shall be evidence of such knowledge, approval, or acquiescence.

c. A vendor or contractor who knowingly engages as a subcontractor for a contract awarded by the State to a vendor or contractor then under a ruling of suspension or debarment by the State shall be subject to disallowance of cost, annulment or termination of award, issuance of a stop work order, or debarment or suspension, as may be judged to be appropriate by the State Purchasing Agent.

15. PUBLIC RECORDS - Contractors and bidders are advised that all documents, correspondence, and other submissions to the Office of Purchases may be accessible as public records, pursuant to Title 38, Chapter 2 of the General Laws, absent specific notice that portions of such submittals may contain confidential or proprietary information, such that public access to those items should be withheld.

16. PRODUCT EVALUATION - In all specifications, the words "or equal" are understood after each article when manufacturer's name or catalog are referenced. If bidding on items other than those specified, the bidder must, in every instance, give the trade designation of the article, manufacturer's name and detailed specifications of the item the bidder proposes to furnish; otherwise, the bid will be construed as submitted on the identical commodity described in the detailed specifications. The Purchasing Agent reserves the right to determine whether or not the item submitted is the approved equal the detailed specifications.

· a. Any objections to specifications must be filed by a bidder, in writing, with the Purchasing Agent at least 96 hours before the time of bid opening to enable the Office of Purchases to properly investigate the objections.

b. All standards are minimum standards except as otherwise provided for in the Request or Contract.

c. Samples must be submitted to the Office of Purchases in accordance with the terms of the proposals and detailed specifications. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating whether or not the bidder desires their return and specifying the address to which they are to be returned (at the bidder's risk and expense), provided they have not been used or made useless by tests; and absent instructions, the samples shall be considered to be abandoned. Award samples may be held for comparison with deliveries.

d. All samples submitted are subject to test by any laboratory the State Purchasing Agent may designate.

17. **PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option. Contract deliverables specified for procurements of services shall be construed to be work products, and subject to the provisions of this section.

· a. Failure by the State to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.

b. Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

c. Where the contractor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Purchase Order, contract with a different contractor, and to invoice the original contractor for any differential in price over the original contract price.

d. When materials, equipment or supplies are rejected, the same must be removed by the contractor from the premises of the State Agency within forty-eight (48) hours of notification. Rejected items left longer than two days will be regarded as abandoned and the State shall have the right to dispose of them as its own property.

18. **PRODUCT WARRANTIES** - All product or service warranties normally offered by the contractor or bidder shall accrue to the State's benefit, in addition to any special requirements which may be imposed by the State. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified, and the State

may, in the event of failure, order its replacement, repair, or return for full credit, at its sole option.

19. PAYMENT - Unless otherwise provided for by the Request or Contract, payment shall not be made until delivery has been made, or services performed, in full, and accepted. Payment shall not be due prior to thirty (30) working days following the latest of completion, acceptance, or the rendering of a properly submitted invoice.

· a. Payment terms other than the foregoing may be rejected as being nonresponsive.

b. No partial shipments will be accepted, unless provided for by the Request or Contract.

c. Where a question of quality is involved, payment in whole or part against which to charge back any adjustment required, shall be withheld at the direction of the Purchasing Agent. In the event a cash discount is stipulated, the withholding of payments, as herein described, will not deprive the State from taking such discount.

d. Payments for used portion of inferior delivery will be made by the State on an adjusted price basis.

e. Payments on contracts under architectural or engineering supervision must be accompanied by a Certificate of Payment and Statement of Account signed by the architect or engineer and submitted to the Agency involved for approval.

20. THIRD PARTY PAYMENTS - The State recognizes no assigned or collateral rights to any purchase agreement except as may be expressly provided for in the bid or contract documents, and will not accede to any request for third party or joint payment(s), except as provided for in specific orders by a court of competent jurisdiction, or by express written permission of the Purchasing Agent. Where an offer is contingent upon such payment(s), the offeror is obligated to serve affirmative notice in his bid submission.

21. SET-OFF AGAINST PAYMENTS - Payments due the contractor shall be subject to reduction by the State Controller equal to the amount of unpaid and delinquent state taxes (or other just debt owed to the State), except where notice of delinquency has not been served or while the matter is pending in hearing or from any appeal therefrom.

22. CLAIMS - Any claim against a contractor may be deducted by the State from any money due him in the same or other transactions. If no deduction is made in such fashion, the contractor shall pay the State the amount of such claim on demand. Submission of a voucher and payment, thereof, by the State shall not preclude the Purchasing Agent from demanding a price adjustment in any case when the commodity delivered is later found to deviate from the specifications and proposal.

· a. The Purchasing Agent may assess dollar damages against a vendor or contractor determined to be non-performing or otherwise in default of their contractual

obligations equal to the cost of remedy incurred by the State, and make payment of such damages a condition for consideration for any subsequent award. Failure by the vendor or contractor to pay such damages shall constitute just cause for disqualification and rejection, suspension, or debarment.

23. STATE CONTROLLER'S CERTIFICATION OF FUNDING - Certification as to the availability of funds to support the procurement for the current fiscal year ending June 30th only. Where delivery or service requirements extend beyond the end of the current fiscal year, such extensions are subject to both the availability of appropriated funds and a determination of continued need.

24. UNUSED BALANCES - Unless otherwise specified, all unused Blanket Order quantities and/or unexpended funds shall be automatically canceled on the expiration of the specified term. Similarly, for orders encompassing more than one State fiscal year, unexpended balances of funding allotted for an individual fiscal year may be liquidated at the close of that fiscal year, at the State's sole option.

25. MINORITY BUSINESS ENTERPRISES - Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws, the State reserves the right to apply additional consideration to offers, and to direct awards to bidders other than the responsive bid representing the lowest price where:

- a. the offer is fully responsive to the terms and conditions of the Request, and
- b. the price offer is determined to be within a competitive range (not to exceed 5% higher than the lowest responsive price offer) for the product or service, and
- c. the firm making the offer has been certified by the R.I. Department of Economic Development to be a small business concern meeting the criteria established to be considered a Minority Business Enterprise. Ten per cent [10%] of the dollar value of the work performed against contracts for construction exceeding \$5,000 shall be performed by Minority Business Enterprises where it has been determined that subcontract opportunities exist, and where certified Minority Business Enterprises are available. A contractor may count towards its MBE, DBE, or WBE goals 60% of its expenditures for materials and supplies required under a contract and obtained from an MBE, DBE, or WBE regular dealer, and 100% of such expenditures when obtained from an MBE, DBE, or WBE manufacturer. Awards of this type shall be subject to approval, by the Director of Administration, of a Subcontracting Plan submitted by the bidder receiving the award.

26. PREVAILING WAGE REQUIREMENT - In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the general prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workman needed to execute this work is a requirement for both contractors and subcontractors for all public works.

27. EQUAL OPPORTUNITY COMPLIANCE, HANDICAPPED ACCESS AND AFFIRMATIVE ACTION - Contractors of the State are required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625, 11375 and 11830, and Title 28 Chapter 5.1 of the General Laws of Rhode Island. Affirmative action plans shall be submitted by the contractor for review by the State Equal Opportunity Office. A contractor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties as shall be established, including but not limited to suspension.

28. DRUG-FREE WORKPLACE REQUIREMENT - In accordance with Executive Order No. 91-14, Contractors who do business with the State and their employees shall abide by the State's drug-free workplace policy and the contractor shall so attest by signing a certificate of compliance.

29. GOODS PRODUCED IN THE REPUBLIC OF SOUTH AFRICA – In accordance with Chapters 35-10-12 and 37-2-57 of the General Laws, goods which are known to be wholly produced in the Republic of South Africa may not be accepted for any procurement the State of Rhode Island; the offeror attests by his submission of a bid or offer, or acceptance of a purchase order or other contract, that these prohibitions do not apply to material or goods which form the basis for his offer or contract.

30. TAXES - The State of Rhode Island is exempt from payment of excise, transportation and sales tax imposed by the Federal or State Government. These taxes should not be included in the proposal price. Exemption Certificates will be furnished upon request.

31. INSURANCE - All construction contractors, independent tradesmen, or firms providing any type of maintenance, repair, or other type of service to be performed on state premises, buildings, or grounds are required to purchase and maintain coverage with a company or companies licensed to do business in the state as follows:

- a. Comprehensive General Liability Insurance –
 - 1) Bodily Injury \$1,000,000 each occurrence ·
\$1,000,000 annual aggregate
 - 2) Property Damage \$500,000 each occurrence
· \$500,000 annual aggregate
 - Independent Contractors
 - Contractual - including construction hold harmless and other types of contracts or agreements in effect for insured operations
 - Completed Operations

- Personal Injury (with employee exclusion deleted)
- b. Automobile Liability Insurance –
 - Combined Single Limit \$1,000,000 each occurrence
 - Bodily Injury
 - Property Damage, and in addition non-owned and/or hired vehicles and equipment
- c. Workers' Compensation Insurance –
 - Coverage B \$100,000

The Purchasing Agent reserves the right to consider and accept alternate forms and plans of insurance or to require additional or more extensive coverage for any individual requirement. Successful bidders shall provide certificates of coverage, reflecting the State of Rhode Island as an additional insured, to the Office of Purchases, forty-eight (48) hours prior to the commencement of work, as a condition of award. Failure to comply with this provision shall result in rejection of the offeror's bid.

32. BID SURETY - When requested, a bidder must furnish a Bid Bond or Certified Check for 5% of his bid, or for the stated amount shown in the solicitation. Bid Bonds must be executed by a reliable Surety Company authorized to do business in the State of Rhode Island. Failure to provide Bid Surety with bid may be cause for rejection of bid. The Bid Surety of any three bidders in contention will be held until an award has been made according to the specifications of each proposal. All others will be returned by mail within 48 hours following the bid opening. Upon award of a contract, the remaining sureties will be returned by mail unless instructed to do otherwise.

33. PERFORMANCE AND LABOR AND PAYMENT BONDS – A performance bond and labor and payment bond of up to 100% of an award may be required by the Purchasing Agent. Bonds must meet the following requirements:

- a. Corporation: The Bond must be signed by an official of the corporation above his official title and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: The Bond must be signed by all of the partners and must indicate that they are "Doing Business As (name of firm)."
- c. Individual: The Bond must be signed by the individual owning the business and indicate "Owner."
- d. The Surety Company executing the Bond must be licensed to do business in the State of Rhode Island or Bond must be countersigned by a company so licensed.

e. The Bond must be signed by an official of the Surety Company and the corporate seal must be affixed over his signature.

f. Signatures of two witnesses for both the principal and the Surety must appear on the Bond.

g. A Power of Attorney for the official signing of the Bond for the Surety Company must be submitted with the Bond.

34. **DEFAULT AND CANCELLATION** - A contract may be canceled or annulled at the contractor's expense upon non-performance of contract, or breach, by the contractor, of any of his obligations. Failure of contractor to cure such non-performance or breach within ten working days after the receipt of notice, shall be sufficient cause for the cancellation of the contract in question, the cancellation of all outstanding contracts or sub-contracts held by the contractor, and the suspension or debarment of the contractor from future procurements.

· a. Failure of a contractor to deliver or perform within the time specified, or within reasonable time as interpreted by the Purchasing Agent or failure to make replacement of rejected articles, when so requested, immediately or as directed by the Purchasing Agent, will cause the Purchasing Agent to purchase in the open market to replace those rejected or not delivered. The Purchasing Agent reserves the right to authorize immediate purchase in the open market against rejections on any contract when necessary. On all such purchases, the contractor, or his surety, agrees to promptly reimburse the State for excess costs occasioned by such default. Should the cost be less, the contractor shall have no claim to the difference.

b. A contractor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service will be considered in default of contract. The Purchasing Agent may contract for completion of the work with another contractor and seek recourse from the defaulting contractor or his surety.

c. If contractor consistently fails to deliver quantities or otherwise perform as specified, the Purchasing Agent reserves the right to cancel the contract and purchase the balance in the open market at the contractor's expense.

35. **INDEMNITY** - The contractor guarantees:

· a. To save the State, its agents and employees, harmless from any liability imposed upon the State arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.

b. To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the installation is to be made and of the State of Rhode Island.

c. That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

36. CONTRACTOR'S OBLIGATIONS - In addition to the specific requirements of the contract, construction and building repair contractors bear the following standard responsibilities:

a. To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other contractors;

b. To clear and remove all debris and rubbish resulting from his work from time to time, as directed or required, a completion of the work leave the premises in a neat unobstructed condition, broom clean, and in satisfactory order and repair;

c. To store equipment, supplies, and material at the site only upon approval by the State, and at his own risk;

d. To perform all work so as to cause the least inconvenience to the State, and with proper consideration for the rights of other contractors and workmen;

e. To acquaint themselves with conditions to be found at the site, and to assume responsibility for the appropriate dispatching of equipment and supervision of his employees during the conduct of the work; and

f. To ensure that his employees are instructed with respect to special regulations, policies, and procedures in effect for any State facility or site, and that they comply with such rules.

37. FORCE MAJEURE - All orders shall be filled by the contractor with reasonable promptness, but the contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the contractor and which by the exercise of reasonable diligence, the contractor is unable to prevent.