DEPARTMENT OF ADMINISTRATION

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSALS #7599929

COMPUTER LAB/TEACHING SPACE LOCATED IN WARWICK, CRANSTON, OR PROVIDENCE RHODE ISLAND

STATE OF RHODE ISLAND

DEPARTMENT OF TRANSPORTATION
REQUEST FOR PROPOSALS (RFP)
RFP#7599929

A. GENERAL INFORMATION SUMMARY

The Rhode Island Department of Administration (RIDOA), Division of Capital Asset Management and Maintenance (RIDOA/DCAMM), on behalf of the Rhode Island Department of Transportation invites proposals to lease a computer lab/teaching space for use by the state agency listed below (the User Agency), in accordance with the terms, conditions, and specifications identified in this RFP.

1.1	**User Agency:**	**Department of Transportation**
1.2	**Project Name:**	**Department of Transportation Computer lab/teaching space-Request for Proposals (RFP #7599929)**
1.3	**Proposal Submission Deadline:**	**February 26, 2020 by 10:00 a.m.**
1.4	**Program Description:**	**The leased premises as indicated below.**
1.5	**Summary of Space Needs:**	
	Location:	**City of Warwick, Providence, Cranston, Rhode Island**
	Amount of Space:	**Offerors are invited to submit proposals that meet the following space requirements: One Classroom Space to accommodate 25 participants (minimum 504 square feet), One Computer Lab Space to accommodate 25 participants (minimum 504 square feet), One Office with storage space minimum 218 Square feet for a minimum total of 1,226 square feet.**
	Parking:	**Minimum 55 parking spaces located on-site or in close (approximately 1/10 mile) to the leased premises. Landlord shall provide this parking at no additional cost.**
	Type of Space:	**Computer Lab/Teaching Space**

Type of Agreement:	**State of Rhode Lease (Attachment)**
Term:	**Minimum two year term with an annual option to renew for a Maximum of five years.**
Desired Date of Occupancy:	**7/1/20: Offeror must clearly identify the earliest date that the Leased premises will be available for occupancy after fully executed lease is in place.**
NOTE:	**The state will pay no broker's fee, finder's fee, commission, or other compensation to any party claiming to counsel or represent any offeror regarding the leasing of space.**

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INTRODUCTION

The Rhode Island Department of Administration (RIDOA), Division of Capital Asset Management and Maintenance (RIDOA/DCAMM) invites proposals to lease a building containing a Classroom Space (minimum 504 square feet) to accommodate 25 participants, a Computer Lab Space (minimum 504 square feet) to accommodate 25 participants and an Office with Storage Space (minimum 218 square feet) with adequate on-site parking. The building is intended to be in a location accessible to major highways in the cities of Warwick, Providence, or Cranston.

The Department of Transportation is looking to lease this space to provide training services to Department of Transportation and municipal public works employees through the Local Technical Assistance Program.

As leasing representative for all Rhode Island state agencies RIDOA/DCAMM is required to provide for an open and competitive process for selecting lease space, by informing all potential offerors of: 1) the steps offerors must take in order to have their proposals considered; 2) the procedures followed by RIDOA/DCAMM to evaluate and select the proposal which is most advantageous to the State's needs; 3) the criteria for such evaluation and selection; and, 4) the form of lease agreement to be executed between the selected offeror and RIDOA/DCAMM, acting on behalf of the user agency, including the any improvements and or services which may be required of the landlord.

Contact the RIDOA/DCAMM Project Manager if there are questions about this RFP.

4. DEFINITIONS

For the purposes of this RFP and the lease, the following definitions apply:

4.1. **RIDOA/DCAMM**: The Department of Administration, by and through its Division of Purchases, is the State agency that issues the RFP and, together with the user agency, makes the final selection of the successful proposal, subject to the approval of the State Properties Committee. The RIDOA Director has the legal authority to bind the State of Rhode Island by signing a lease contract. Within RIDOA, the Division of Asset Management and Maintenance is responsible for handling all matters related to real estate leases.

4.2. **User Agency**: The State agency, as identified in § 1.1, that will occupy the commercial office space once a lease agreement is finalized.

4.3. **Eligible Offerors**: The record owner(s) of the real estate suited for use as commercial office space and or the tenant(s) of real estate suited for use as commercial office space whose lease permits subleasing.

4.4. **Qualifying Proposals**: Proposals that meet the requirements set forth Section A-6 of this RFP. Proposals that are determined not to meet one or more of these requirements are non-qualifying proposals.

4.5. **Usable Area**: For the purposes of this RFP, "Usable Area" means, with respect to the leased premises or any space removed from or added to the leased premises, the square footage of which is determined by measuring the entire floor area of the leased premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions are not made for columns or other structural elements, or for partitions subdividing the leased premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include major vertical penetrations such as ventilation shafts, elevator shafts, stairwells, atria, or lightwells, and their respective enclosing walls, and it does not include vestibules, elevator-machine rooms, and other building-equipment areas, janitorial, electrical, and mechanical closets, loading platforms, restrooms, and their respective enclosing walls, irrespective of whether the User Agency will occupy a portion of a floor, an entire floor, or an entire Building.

4.6. **Parking**: Parking spaces which are readily available and accessible for use by the User Agency's staff, clients, and visitors and either located on site or within close proximity (approximately 1/10 mile) to the leased premises.

4.7 **Parking Accessible for the Disabled**: Parking spaces complying with all State Federal and municipal regulations, including those of the Americans with Disabilities Act Access Guide for Title II (ADA).

5. PROCEDURES FOR EVALUATION, SELECTION AND LEASE EXECUTION

The RIDOA's objective is to obtain commercial office space suitable for use by the User Agency for the best possible price. To this end, RIDOA will evaluate each proposal for conformity to the requirements of this RFP and the degree to which it satisfies the qualitative and other criteria of this RFP. RIDOA will consider the components of evaluation in combination, not in isolation.

Evaluation of proposals will be based on information in the proposals, obtained on site visits, clarified by RIDOA, provided by offerors at RIDOA's request, and provided by references identified in the proposals. In addition, evaluation of proposals may include consideration of information from State agencies, individuals, and entities with knowledge of any element of any proposal, from RIDOA and other State of Rhode Island files, and from other available and verifiable information.

RIDOA reserves the right, if deemed to be in the best interest of the State of Rhode Island, to; (i) waive portions of the RFP for all offerors; (ii) excuse minor informalities in

any proposal; (iii) discuss any provision of any proposal with the offeror of that proposal in order to clarify the proposal; (iv) request all offerors who submitted qualifying proposals to submit best-and-final offers; (v) reject any part of any proposal; and, (vi) reject all proposals. The State reserves the right to cancel this solicitation unconditionally, at any time and without prior notice. Subsequently, notice of cancellation will be posted on the Division of Purchases' website. Upon cancellation, no further action by the State related to this solicitation is required. If cancelled, no potential or actual offeror has any recourse against the State.

5.1. **Initial Review**: RIDOA will accept for consideration only those proposals that meet the submission requirements in Section A-6.1.1, subject to RIDOA's right to waive portions of the RFP for all offerors. All proposals must be received on or before the proposal submission deadline. Any proposals submitted after the proposal submission deadline shall not be accepted. This requirement is not subject to waiver by RIDOA.

RIDOA and the User Agency will review each proposal accepted for consideration to determine whether it meets the requirements of this RFP. If RIDOA is unable to determine whether a proposal meets one or more of the requirements, RIDOA may request clarification from the offeror.

Proposals that do not meet one or more of the RFP requirements may be rejected as non-qualifying, subject to RIDOA's right to waive portions of the RFP for all offerors. RIDOA reserves the right to eliminate from further consideration any proposals that are found to be excessively priced in relation to the majority of the proposals received. Such excessively priced proposals will be considered non-qualifying.

5.2. **Site Visits**: RIDOA and the User Agency reserve the right to conduct site visits of the premises identified in any proposal to verify the information in the proposal and to facilitate detailed evaluation of the proposal. The offerors or knowledgeable and authorized representatives of the offerors must be present at any site visit. RIDOA will contact offerors to schedule a mutually convenient date and time for the site visit. After completion of a site visit, RIDOA may determine that a proposal does not meet one or more of the requirements of this RFP, subject to RIDOA's right to waive portions of the RFP for all offerors.

5.3. **Evaluation of Proposals**: All qualifying proposals shall be evaluated based on the qualitative and other criteria of this RFP. RIDOA shall prepare a cost analysis that estimates and compares the total costs of occupancy for all proposals evaluated. RIDOA shall make a tentative selection of a proposal, based upon its analysis of proposals and the recommendation of the User Agency. The tentative selection of a proposal shall be subject to approval of the State Properties Committee.

5.4. **Notification of Offerors**: The tentative selection of a proposal does not represent a contract and does not commit the RIDOA or the User Agency to enter into a lease. The tentative selection of a proposal may be conditioned upon the offeror satisfying specific conditions established by RIDOA and the User Agency. It is assumed that the parties will make a good-faith effort to negotiate lease terms acceptable to the User Agency, RIDOA, and the offeror, but if agreement is not reached, the RIDOA reserves the right to terminate the tentative selection and either select another proposal, terminate the conditional selection without taking further action, or cancel the solicitation in its entirety.

The State reserves the right to cancel this solicitation unconditionally, at any time and without prior notice. Subsequently, notice of cancellation will be posted on the Division of Purchases' website. Upon cancellation, no further action by the State related to this solicitation is required. If cancelled, no potential or actual offeror has any recourse against the State.

5.5. **Preparation of the Lease**: RIDOA, the User Agency, and the selected offeror shall work together to finalize a lease. The provisions of the lease must be consistent with the RFP and the selected proposal and must be substantially in the form of the standard lease document attached to this RFP.

5.6. **Review and Execution of the Lease by RIDOA**: The selected offeror shall sign the lease and submit it to the User Agency for signature by its authorized representative. The User Agency shall sign the lease and submit it to the State Properties Committee for review and approval. Please note that Tenant under the Lease shall be the "State of Rhode Island, acting by and through the Department of Health. **No lease is binding until the State Properties Committee has executed it.**

5.7. **Design and Build-out of the Landlord's Improvements**: Following execution of the lease, it shall be the successful offeror's responsibility to deliver the premises to the User Agency in conformance with the lease, including Exhibit B (Schematic Space Plan of the Premises), Exhibit C (Specifications for the Premises), Exhibit D (Project Schedule), and the Working Drawings prepared by the successful offeror, as necessary. Please note that, in accordance with Section 3 of the standard form lease, the successful offeror, as landlord, is responsible for the completion of Working Drawings prepared by licensed professionals, furnishing all labor and materials, and securing all permits necessary to complete the Landlord's Improvements, and for achieving substantial completion in accordance with the provisions of the lease.

5.8. **Occupancy**: The User Agency shall take possession of the premises only after construction of the Landlord's Improvements is substantially complete and the premises are deemed available for occupancy in accordance with Section 3.2 of the lease document. RIDOA will confirm the date of occupancy, which shall be

the commencement date of the User Agency's obligation to pay rent and the commencement date of the initial lease term.

6. REQUIREMENTS

Proposals must meet the following requirements in order to be considered qualifying and undergo further evaluation.

6.1. General Requirements

6.1.1. **Submission**: Proposals must be submitted to RIDOA as follows:

6.1.1.1. Proposals must be submitted to the Division of Purchases on the Lease Proposal form included with this RFP. A proposal consists of the Lease Proposal form and such attachments as are requested in the Lease Proposal or this RFP. Disclosure Certificates as well as the "Offeror Background Survey" must be submitted with each proposal.

Please submit one original and four copies of the Lease Proposal, each signed by the offeror.

Note: a Microsoft Word format of the Lease Proposal will be provided to each offeror after the pre-proposal conference. When filling out the Lease Proposal form electronically, use the tab key to move from block to block. For blocks that need to be filled in with a checkmark, tab to the appropriate block(s), and type in "X."

6.1.1.2. Proposals must be substantially completed. Proposals that contain material omissions shall be deemed non-qualifying if allowing the missing information to be supplied after the opening of proposals would be prejudicial to fair competition.

6.1.1.3 Proposals must be submitted in a sealed envelope on which the following information is clearly marked: **the name of the User Agency, the Project Number, and the Proposal Submission Deadline. This information is contained on Page A-1 of the RFP. In addition, the name and address of the offeror must be on the envelope.**

6.1.1.4 Proposals must be received in the Rhode Island Department of Administration, Division of Purchases, One Capitol Hill, 2nd Floor (Purchases' Reception Desk) Providence, Rhode Island 02908 on or before the proposal submission deadline stated on page A-1 of this RFP. The time-stamp clock located in the reception area of the Rhode Island Division of Purchases establishes the official date and time of receipt of each proposal.

6.1.1.5 PROJECT TIMETABLE

The following is the timetable for submission. Any dates and times listed elsewhere that conflict with this timetable are mistakes to be corrected by the offeror**.** Any phase and all subsequent phases in this timetable may be adjusted whenever uncontrollable conditions prevent the timely completion of a phase. The interval between any two phases may be change at the RIDOA's discretion.

Phase I:	Date and Time
Pre-Proposal Conference:	**January 31, 2020 @ 2:00 p.m..**
Location:	One Capitol Hill, Providence Conference Room "B"
Offeror questions deadline:	**February 7, 2020**
Questions and responses posted on RI Division of Purchases website:	**February 14, 2020**
Phase II:	
Proposals Due:	**February 26, 2020 @ 10:00 A.M. (Proposals opened and acknowledged only**)
Phase III:	
Presentation by offerors	TBD after proposal submission

All questions regarding this Request for Proposals are to be **e-mailed** by 4:00 p.m. on **February 7, 2020** to:

Rhode Island Department of Administration
Division of Purchases
One Capitol Hill,
Providence, RI 02908
Gary.Mosca@purchasing.ri.gov

All questions and responses thereto shall be posted on the Division of Purchases website (as an amendment to the subject RFP) by 4:00 p.m. on **February 14, 2020**.

Be advised that all questions and responses shall be made public and shared with all offeror's, not only the offeror making the inquiry.

6.1.1.6 **OTHER RULES**

Presentation
After the proposal opening, offerors with qualifying proposals may be invited to make a formal presentation to the RIDOA and User Agency.

Amendment
The RIDOA reserves the right to amend the requirements of this RFP prior to the date for proposal submission. Amendments will only be distributed to those parties attending the offeror's conference or submitting questions. Submissions by the offerors shall not be changed for any purposes after the public opening.

Cost of Preparing Proposal
Costs for developing the submissions are solely the responsibility of the offeror**.** The RIDOA shall not reimburse offerors for any such costs. Costs associated with any presentations will be the responsibility of the offerors and will in no way be billable to the State.

Acceptance of Proposals
RIDOA reserves the right to reject any and all proposals received, or to cancel this RFP according to the best interests of the State. Any submission that contains material irregularities, is conditional or incomplete may be rejected. The State may waive an immaterial defect, but such waiver shall in no way modify the requirements or excuse the offeror from full compliance with the specifications set forth herein.

Disposition of Proposals
All proposals become the property of the RIDOA upon submission. The successful proposal shall be incorporated by reference into the resulting lease agreement and shall become a public record.

Rules for Withdrawal of Proposals
RIDOA will not accept any amendments, revisions or alterations to proposals after the proposal due date.

Prior to the submission due date, a proposal may be withdrawn by an offeror by submitting a written request for its withdrawal to the Director of the Department of Administration and signed by the offeror or an authorized agent of the firm. No amendments will be accepted after the submission date.

Any submitted proposal shall remain valid for one hundred twenty (120) days or until a lease agreement is approved by the State Properties Committee and the Rhode Island General Assembly. (if applicable)

State Properties Committee

All lease agreements are subject to approval by the State Properties Committee. **Note**: Leases for a term of more than five years or with an aggregate rent in excess of $500,000 also require approval by the Rhode Island General Assembly.

6.1.2. **Eligible Proposer**: The proposal must be submitted by an eligible offeror, as defined in Section A-4.3.

6.1.3. **Type of Agreement and Term**: The proposal must represent that the proposed offeror agrees to sign a lease for the term identified in Section A-1.3 and substantially in the form of the State of Rhode Island Office Lease without material modification, and the proposal must include any modifications of standard provisions sought by the offeror. RIDOA reserves the right to refuse to consider modifications requested after the proposal submission deadline.

6.1.4. **Contact During the RFP Process:** From the date of this RFP through the date on which a conditional selection is made, the RIDOA Project Manager for this project is the only authorized point of contact for the RIDOA or the User Agency regarding this RFP. If an offeror or a offeror's representative engages in unauthorized contact with RIDOA or User Agency employees or officials, then its proposal may be deemed non-qualifying. Unauthorized contact includes, by way of example and not limitation, contact by the offeror or the offeror's representative with the User Agency regarding the subject matter of this RFP.

6.2. Location

6.2.1. **Search Area**: The proposed building must be located within the search area identified in Section A-1.5, Location.

6.2.2. **Parking**: There must be a sufficient number of public parking spaces, as described in Section A-1.5, to meet the estimated demand. If public parking is insufficient to meet the estimated demand, the offeror must indicate in the proposal how the estimated demand for parking will otherwise be met.

The proposal must include the number of reserved parking spaces as described in Section A-1.5. If such spaces are not proposed to be included in the Lease, the RIDOA must be able to determine that such spaces can be leased separately.

6.3. Building Conditions: Building Codes, Barrier-Free Access, and Hazardous Substances

6.3.1. **Building Codes**: The building in which the proposed commercial office space is located must comply with all applicable federal, state, and local code requirements, or RIDOA must be satisfied that it can and will be brought into substantial compliance by the desired date of occupancy. If a proposal is accepted subject to the offeror meeting certain code requirements, the User Agency shall not take occupancy of the space until all code deficiencies have been fully corrected.

The facility must be in compliance with all appropriate local, state and federal codes including, but not limited to;

- the Americans With Disabilities Act
- the Rhode Island State Fire Safety Code
- **NOTE:** If space offered is part of a larger building or building complex, the entire building or building complex must be in compliance with the Rhode Island Fire Safety Code.
- the Rhode Island Rehabilitation Code
- the Rhode Island State Building Code
- accessibility provisions of RIGL 37-8-15
- all state and federal codes relating to hazardous substances, hazardous wastes, lead mitigation and asbestos abatement.

NOTE: A copy of the certificate of occupancy shall be forwarded to the Division of Capital Projects and Property Management prior to User Agency occupancy.

6.3.2. **Barrier-Free Access**: The proposed commercial office space must meet the requirements in Section B-2.1.3 for access for individuals with disabilities.

6.3.3. **Hazardous Substance**: The offeror must warrant and represent that any and all hazardous substances, whether presently known or subsequently discovered, have been or will be remediated in accordance with the provisions of Section 32 of the proposed lease and all applicable laws and regulations before the User Agency takes occupancy of the proposed premises.

6.4. Building Conditions: Proposed Premises

6.4.1. **Usable Area and Type of Space**: The proposal must offer the amount of space in usable square feet (see Section A-4.5 for definition of Usable Area) stated in Section A-1.5 of this RFP. RIDOA reserves the right to accept proposals for an amount of space that varies from this amount, provided that it meets the User Agency's needs.

The proposal must offer the type of space sought and RIDOA must be satisfied that the proposed space is, or will be made, functional for and compatible with the stated purpose.

6.4.2. **Landlord's Improvements**: The offeror must agree to substantially meet the General Specifications in Section B-2, or must suggest, within the proposal, alternatives acceptable to RIDOA and the User Agency.

6.4.3. **Floor Loading**: The offeror must confirm that the building in which the proposed commercial office space is located will meet any special floor loading requirements identified in Section B.

6.5. **Landlord Capacity**: The offeror must agree to provide the landlord's services in the General Specifications in Section B or must suggest, within the proposal, alternatives acceptable to RIDOA and the User Agency.

7. QUALITATIVE CRITERIA

The following criteria will be used to evaluate qualifying proposals.

7.1. **Execution of the State of Rhode Island Office Lease**: The offeror's willingness to enter into the State of Rhode Island Office Lease, as evidenced by the extent and nature of any modification to the standard provisions that is requested by the offeror.

7.2. **Location**: The suitability of the proposed location for the operations of the User Agency, including:

7.2.1. **Access**: Ease of access to the proposed location by public transportation, shuttle, automobile, and on foot. RIDOA will consider the ease of vehicular access and the degree of congestion on streets and roadways in proximity of the building, the availability and frequency-of-service of public transportation and shuttle service, the distance from public-transportation stops and shuttle service stops to the main entrance of the building in which the proposed commercial office space is located, and whether paths of travel from such stops to the main entrance of the building are well-lit, well-traveled, and accessible for the disabled.

7.2.2. **Parking**: Proximity, accessibility, and availability of parking identified in Section A-1.5. RIDOA will consider the availability of parking spaces during the User Agency's hours of operation and whether parking areas and the walkways between them and the proposed building in which the proposed commercial office space is located are well-lit and the walkways easily traversed.

7.2.3. **Neighborhood Characteristics**: The characteristics of the surrounding neighborhood, including compatibility of adjacent uses with the User Agency's operations, the safety and security for persons and property, and the availability of basic services and amenities during the hours of operation.

7.3. **Building Conditions**: **Exterior Envelope, Systems, and Common Areas**: Quality, condition, and functional efficiency of the building in which the proposed commercial office space is located. This includes specific consideration of:

7.3.1. **Building Envelope and Systems**: The existing and proposed condition of the building envelope (including the roof, foundation, walls, and exterior windows and doors), and the HVAC, plumbing, and electrical systems and their capacities to meet the User Agency's needs throughout the term in a reliable and efficient manner.

7.3.2. **Life Safety**: The existing and proposed condition of fire-protection equipment including, but not limited to, fire doors, fire walls, fire stops, fire extinguishers, exit-route diagrams, exit signs, and alarm systems, and the existing and proposed condition of emergency lighting.

The fire alarm protection system in the building in which the proposed commercial office space is located shall be provided in accordance with the latest edition of the State of Rhode Island Fire Safety Code and the requirements for detectors by the local authority having jurisdiction. All smoke detectors, heat detectors, pull stations, horn/light devices, emergency and exit lighting shall be provided, in accordance with the latest code provisions. "Grand-fathered" systems are not acceptable.

7.3.3. **Building Common Areas**: The existing and proposed location, accessibility, and condition of public or common areas, including the building entrance, lobby, vestibules, paths of egress, stairways, corridors, ramps, elevators, loading dock, and restrooms. RIDOA will consider the type, size, and condition of the common areas and adequacy to meet the needs of the User Agency.

Vestibule: Whether the proposed premises have direct access to the outside. Premises that have a vestibule for weather control and worker comfort, with the exterior door opening into the vestibule and entry into the proposed premises through entrance doors from the vestibule, will receive a higher rating on this evaluation criterion. Vestibules must have a minimum of 20 foot-candles lighting at floor level.

Restrooms: The existing and proposed condition of the restrooms, including the adequacy of the ventilation, the condition of the floors and walls, toilet partitions, plumbing fixtures, sinks, counters, mirrors, and restroom accessories. Proposed premises with restrooms equipped with water-saving plumbing devices such as hands-free motion-sensor operated faucets and flush valves will be rated higher on this evaluation criterion.

7.3.4. **Compatibility of Use**: The compatibility of other activities and uses in the building in which the proposed commercial office space is located or adjacent office complex with the User Agency's operations. Proposals that provide feasible opportunities to co-locate two or more State agencies in the building in which the proposed commercial office space is located or complex of buildings and that create related economic benefits will be rated higher on this evaluation criterion.

7.4. **Building Conditions: Proposed Premises**: The suitability of the proposed premises for program layout by the User Agency, including specific consideration of:

7.4.1. **Configuration**: The degree to which the configuration of the premises meets the User Agency's programmatic needs, taking into account the size and shape of the space and any internal barriers to efficient design and accessibility.

7.4.2. **Building Module and Column Spacing**: A regular, consistent building module that allows for a regular, consistent office and workstation layout and the efficient utilization of space is generally desired, as is column-bay spacing at 25' to 35' on center.

7.4.3. **Entrances**: Proximity and access from the proposed premises to building entrances and support areas.

Proposals that, in addition to the main building entrance, provide a separate and discrete entrance to the proposed premises, which would not be used in common with other building tenants, will be rated higher on this evaluation criterion.

7.4.4. **Location and Distribution of Space**: Upper-level floors are usually sought for administrative functions, lower-level floors for offices generating substantial foot traffic. Basement space free from water or obstructions and with adequate window area will be considered. Contiguous space is preferred, on one floor for a small office and one or more floors for a large office. For a large office, a large floor plate that minimizes the number of floors is preferred.

Proposals offering space located on the first or second floor will be rated higher on this evaluation criterion.

7.4.5. **Daylighting**: Premises that provide window area equal to at least 25% of the exterior wall surface area are preferred and will receive a higher rating on this evaluation criterion.

7.4.6. **Finished Ceiling Heights**: Finished ceiling heights of 8'-6" to 9'-6" high are preferred.

7.5. **Landlord Capacity**: The demonstrated capacity of the offeror to prepare the proposed space for occupancy by the User Agency and to provide the Landlord's Services and the Landlord's Improvements specified in the RFP and in accordance with the provisions of the proposed lease. Consideration will be given to the extent to which the proposed build-out meets the needs of the User Agency described in this RFP. The qualifications and experience of the offeror, design team, contractor, and property manager will also be considered.

If the User Agency occupies the proposed premises and the proposal includes Landlord's Improvements, RIDOA will consider whether the proposed plan for completing such improvements will enable the User Agency to conduct business without unreasonable interference or interruption and whether the proposed plan will be implemented without additional cost to the User Agency.

7.5.1. **Timely Completion of Work**: The demonstrated capacity of the offeror, the design team, and contractor to substantially complete the design and construction of all improvements to the premises required for the User Agency's occupancy by the date of occupancy identified in Section A-1 of this RFP.

7.5.2. **Capacity to Complete the Project**: The demonstrated capacity of the offeror to finance the required improvements, and the demonstrated capacity of the offeror, design team, and contractor to design and construct the proposed space to meet the User Agency's needs.

Evaluation will consider the experience of the offeror in completing projects of similar cost and complexity and the experience of the proposed design team, contractor and property manager in designing, constructing, and managing projects and properties of a similar complexity, type, and size.

7.5.3. **Capacity to Operate and Maintain the Property**: The demonstrated capacity of the offeror, either directly or through contract, to provide the Landlord's Services specified in this RFP in a professional and timely manner and in accordance with the provisions of the Lease.

8. STATE OF RHODE ISLAND POLICY OBJECTIVES; COST

8.1. **State of Rhode Island Policy Objectives**: Whenever feasible, it is RIDOA's policy to acquire leased space in a manner that supports:

. **Cost**: RIDOA will evaluate costs based on the present value of the total costs that will be incurred by the User Agency to use and occupy the proposed premises under the provisions of the proposal throughout the term of the lease. These costs include the rent, any additional rent and other sums paid to landlord, operating expenses paid directly by the User Agency, such as separately metered utilities, and all other costs directly associated with the use of the premises, such as the cost of shuttle service required to compensate for the location of the building in which the proposed commercial office space is located. Costs not contained in the proposal will be estimated based on information provided by the User Agency or other state leases or obtained from market data.

Offerors are urged to read Section 2 of the proposed lease agreement carefully. All cost information, including offers of free rent, alternative reduced rent schedules, etc., must be included in the proposal.

B. GENERAL SPECIFICATIONS

The Landlord's Services in Section B-1 describe the services that the offeror is to provide to the User Agency under the State of Rhode Island Office Lease. The Landlord's Services, with any modifications agreed to by the RIDOA based on the selected proposal, will be incorporated into the lease document. The offeror must clearly identify in the proposal each proposed modification so that RIDOA, in consultation with the User Agency, can take this into account in evaluating the proposal. The RIDOA reserves the right to require an offeror to withdraw a proposed lease modification as a condition of acceptance of a proposal.

The Landlord's Improvements in Section B-2 describe the improvements that offerors must provide to the User Agency under the State of Rhode Island Office Lease. The Landlord's Improvements, with any modifications agreed to by the RIDOA based on the selected proposal, will be incorporated into the lease document. The offeror must clearly identify in the proposal any proposed modification so that RIDOA, in consultation with the User Agency, can take this into account in evaluating the proposal. The RIDOA reserves the right to require an offeror to withdraw a proposed lease modification as a condition of acceptance of a proposal.

RIDOA encourages offerors to suggest ways to use existing or less costly improvements to meet the needs of the User Agency and to submit alternative proposals that meet the needs of the User Agency in a better or more cost-effective manner. RIDOA's intention is to provide a clear basis for determining whether proposals are acceptable and comparable while also making it possible to take advantage of useful and cost-effective alternatives.

1. LANDLORD'S SERVICES

Proposals submitted in response to this RFP must include provisions for delivery of the following services to the User Agency:

1.1. **Hours of Operation**: This facility operates Monday thru Friday from 8a.m.-8p.m.

1.2. **Utilities**: Landlord must ensure the delivery of the following utility services to the Building and Premises: (1) water, sewer, gas, fuel, and electricity, (2) heating, ventilation, and air-conditioning (HVAC), (3) all common-area lighting, and (4) power for the User Agency's office equipment and lighting within the Premises.

During the hours of operation, Landlord must ensure that HVAC is available and properly operating and functioning throughout the Premises and must maintain the temperature within 70º and 74° Fahrenheit in the wintertime and within 72º and 76° Fahrenheit in the summertime. In the Main Distribution Frame (MDF) and Intermediate Distribution Frame (IDF) rooms, Landlord must maintain the temperature at no more than 68º Fahrenheit 24/7.

1.3. **Maintenance of Premises, Appurtenant Areas, and Building**: Landlord must provide the continuous maintenance and repair services needed to maintain the Premises, appurtenant areas, systems, equipment, and the Building in good repair and tenantable condition.

Landlord must keep the Building and appurtenant areas clean and free from litter and from pests, through implementation of an Integrated Pest Management program. Landlord must maintain common pedestrian walkways and landscaped areas. Landlord must remove snow and ice from all entrances, exits, sidewalks, and parking areas before the hours of operation and during such hours if snow, ice, or both accumulate. Landlord must use environmentally preferable ice-melt and sand as necessary to ensure safety. Landlord must supply, install, and maintain entry mats at all building entrances.

Landlord must maintain and repair the Building envelope and systems including, by way of example and not limitation, roofs, windows, floors and floor covering, walls and wall coverings, ceilings, locks, fire-protection equipment, lighting fixtures and lamps, and all mechanical, electrical, and plumbing systems serving the Building and the Premises. Landlord must service heating, ventilating, and air-conditioning equipment in accordance with the manufacturer's recommendations and must replace filters quarterly or more often if indicated or dictated by local

conditions or by the manufacturer's recommendations. Landlord must maintain the heating, ventilating, and air-conditioning equipment so that the indoor air quality is consistent with each IAQ Standard/Guideline identified in the table under Initial Indoor Air Quality Testing in § B-1. Landlord must replace worn or damaged ceiling tiles and floor coverings with equal or better goods and must repair and repaint worn or damaged wall surfaces in the Premises.

1.4. **Building Security and Access**: Landlord must enable authorized employees of the User Agency to access the Premises at any time (24/7). Landlord may enable such access via security guards, a master key, an electronic card, or a similar restrictive entry system.

Landlord must maintain and service, at Landlord's sole cost and expense, the security systems described in § B-2. For the intrusion alarm system and the water detection and temperature and humidity monitoring systems in the MDF and IDF, Landlord must provide a 24/7 security monitoring service to alert Landlord's property manager and User Agency of an alarm. All service fees, including the cost of the telephone line(s) required to operate the system are at Landlord's sole cost and expense.

1.5. **Janitorial Services**: Landlord must provide the janitorial services of a professional cleaning-service company that consistently, adequately, and sufficiently supervises the employees of such company and ensures that standard office-cleaning practices are followed and performed at all times. The Landlord must submit to the User Agency a business profile of the selected cleaning company with the name and telephone number of the day-time contact person, as well as a list of employees performing the service, and the name of the person responsible for daily supervision. The Landlord must update this information as necessary for the User Agency during the term of the lease.

Landlord must provide Material Safety Data Sheets for all cleaning products used on site to Tenant and User Agency. All janitorial services must be provided after normal daytime working hours. Services include:

Daily: Empty waste baskets; remove trash; wash and clean all fixtures, counters, and floors in restrooms and Staff Support Rooms, replenish paper and soap products in all restrooms, replenish paper products in all Staff Support Rooms, sweep uncarpeted floors (including entrances, lobbies, and corridors); vacuum carpeting in the main reception area with HEPA-filter vacuum; clean drinking fountains and H_20 points of use.

Bi-Weekly: Vacuum carpeting in the offices, conference rooms and and open cubicle areas.

Weekly: Wash all uncarpeted floors, dust furniture and all horizontal surfaces, including, by way of example and not limitation, fixtures, blinds, window sills, and convection units; clean and sanitize all restroom plumbing fixtures; buff uncarpeted floors; clean all door-entry window glass, visual-glass panels on room doors, all glass sidelights, all office visual-glass panels, and all modular-furniture Plexiglas panels.

Quarterly: Strip, wax, and buff uncarpeted floors; vacuum air diffusers and return grilles.

Semi-Annually: Clean carpet using a cleaning method consistent with carpet manufacturer's instructions; wash windows (inside and outside); damp-wash air diffusers, return grilles, and surrounding walls and ceilings.

Annually: Wash blinds; dust all high surfaces.

As Needed: Supply and replenish all paper and soap products in restrooms; supply and replace paper towels in Staff Support Rooms, supply and replace all liners for all waste and sanitary napkin receptacles; exterminate pests; spot-clean carpets.

Recyclables Collection: As needed but not less than once per week, empty Landlord-provided white-paper recycling receptacles located in each office and at each workstation into Landlord-provided recycling bins for recycling by Landlord. Landlord must institute or maintain recycling programs for the Building for items including, by way of example and not limitation, delivery pallets, cardboard, glass, and recyclable plastic and metals.

Cleaning Products and Methods; Hand Soap and Paper Supplies: Landlord and Landlord's professional cleaning-service company must use environmentally preferable cleaning products and methods, provide hand soap with bio-based ingredients in the restrooms, and supply paper products with post-consumer waste recycled content.

1.6. **Preparation for Occupancy by Tenant**: Before Tenant occupies the Premises, Landlord must perform (or Landlord must cause Landlord's professional cleaning-service company to perform) a comprehensive cleaning of the Premises including, by way of example and not limitation: vacuum and wash all horizontal surfaces (including, by way of example and not limitation, soffits, window sills, counters, work surfaces, interiors of millwork cabinets installed by Landlord); wash, wax, and buff all uncarpeted floors; vacuum all carpeting with HEPA-filter vacuums; and wash windows inside and outside. In addition, Landlord must verify that all ductwork has been cleaned, all grilles have been washed, and all temporary filters have been replaced, as specified in § 2.7.3 Ventilation.

1.7. **Initial Indoor Air Quality Testing**: Within 30 days after the Date of Occupancy, Landlord must conduct, at Landlord's sole cost and expense, initial indoor air quality testing (Initial IAQ Testing) of the Premises using a Certified Industrial Hygienist approved by Tenant. Initial IAQ Testing must include, without limitation, direct-reading measurements of temperature, relative humidity, carbon dioxide, carbon monoxide, airborne particulates, and volatile organic compounds in a representative sampling of the Premises that demonstrates results consistent with those identified below, and a moisture survey of readily accessible porous building materials in areas where water is or is likely to be present.

Landlord must deliver to Tenant and User Agency a written report (the Initial IAQ Report) of the results of the Initial IAQ Testing. If the Initial IAQ Report identifies any deficiencies in the indoor air quality or HVAC system of the Premises or Building, Landlord and Tenant must establish a schedule to remedy the deficiencies and Landlord, at Landlord's sole cost and expense, must immediately commence such remediation and pursue it diligently to completion. Upon completion of this remediation, Landlord must undertake additional IAQ Testing and must deliver to Tenant and User Agency a written report of the results of the additional IAQ Testing that demonstrates that the deficiencies have been remediated.

1.8. **Professional Services**: Landlord must provide promptly, following selection of its proposal, professional design services to the User Agency to complete the Schematic Space Plan of the Premises that will be incorporated into and made part of the Lease as Exhibit B. These services must be provided at no additional cost.

1.9. **As-Built Plans; Cable Documentation**: Landlord must provide two complete sets of "as-built" plans in AutoCAD DWG format, one each to Tenant and User Agency, and the Cable Documentation described in § B-2.8.6 to User Agency, both no later than 60 days after the Date of Occupancy.