

RHODE ISLAND CONVENTION CENTER AUTHORITY

REQUEST FOR PROPOSALS

PAINING OF ARENA MARQUETTE SIGNAGE AND (3) ENTRANCE CANOPIES

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ARTICLE 1

DEFINITIONS

- 1.1 **Request For Proposals (RFP)** consists of the within Request and Instructions to Respondents.
- 1.2 A **Response** is a complete and properly signed proposal to do the Work as stipulated herein, submitted in accordance with this RFP.
- 1.3 A **Respondent** is a person or entity who submits a Response.
- 1.4 **Financial Terms** means the amount of compensation to be received by Vendor as evidenced by the Contract Documents, during the contract time.
- 1.5 **Work** is the services to be performed and equipment to be provided by the successful Respondent as outlined in Article 6 Scope of Work.
- 1.6 The **Rhode Island Convention Center Authority (the "Authority")** is the public corporation that oversees the management of the AMICA MUTUAL PAVILION.
- 1.7 **AMP** means the AMICA MUTUAL PAVILION.
- 1.8 The AMICA MUTUAL PAVILION is located at One LaSalle Square in Providence, Rhode Island and is the location where the Work is to be performed.
- 1.9 **SMG** is the business firm that manages the AMICA MUTUAL PAVILION for the Authority.
- 1.9.1 **Event** is the period of time during which the AMICA MUTUAL PAVILION is occupied by licensees.
- 1.10 **Vendor** is the organization with whom the Authority contracts to Paint Marquee Signage and (3) Entrance Canopies at the AMICA MUTUAL PAVILION.

ARTICLE 2

CRITICAL DATES

2.1 The following are the critical dates and times:

Respondents Notification: Friday September 16, 2022

Mandatory Pre-Proposal Conference: Monday September 26, 2022, 10am

Commencement: Tuesday October 4, 2022, 10am

ARTICLE 3
PROCEDURES

3.1 FORM AND STYLE OF RESPONSES

3.1.1 Responses must include the following:

a. Company History/Qualification. Provide a detailed history of Respondent and a statement of qualifications including a description of comparable services provided for comparable projects including dates.

b. Financial Qualifications. Provide evidence that Respondent has the financial ability to perform the Work.

c. If the Respondent is a Minority Business Enterprise certified by the Rhode Island Department of Economic Development, the Response should so indicate.

d. References. Provide five (5) references on the attached sheet stating name, title, company, address and telephone number and total value of services performed for each reference, and length of contract services (i.e. 3 years).

3.1.2 All Responses shall be typewritten without erasures or deletions.

3.1.3 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A response by a corporation or limited liability company shall further give the state of incorporation or formation and whether the Respondent is qualified to do business in Rhode Island as a foreign entity. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

3.2 PROPOSED TERM OF THE PROPOSAL

3.2.1 All costs must be identified on the supplied bid sheet.

3.2.2 Respondent shall propose a Fixed Fee proposal as indicated in the accompanying Bid Sheet to provide all the Work as described herein.

3.3 SUBMISSION OF RESPONSES

3.3.1 Submit three (3) properly executed Responses with any other documents required to be submitted in a sealed opaque envelope/package along with a thumb drive containing a complete copy of the Response. The envelope/package shall be identified with the Respondent's name and address, the name of the Response:

PAINTING ARENA MARQUEE SIGNAGE AND (3) ENTRANCE CANOPIES (Proposal) and delivered prior to the proposal due date to the following address:

**Rhode Island Convention Center Authority
One LaSalle Square
Third Floor
Providence, Rhode Island 02903
Attention: c/o Howard Allen Complex Purchasing Manager**

3.3.2 **SEALED RESPONSES shall be submitted no later than 10:00 AM, prevailing time, on Tuesday October 4, 2022.** Immediately thereafter in the third-floor conference room at the above address, Responses will be opened and acknowledged. **Responses received after that time and date will be returned unopened.** The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.

3.3.3 Submission of a response signifies careful examination of this RFP and the complete understanding of the nature, extent and location of the Work to be performed.

3.3.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

3.5 MODIFICATION OR WITHDRAWAL OF RESPONSE

3.5.1 A Response may not be modified, withdrawn, or cancelled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.

3.5.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice to the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.

3.5.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

3.6 DUE DILIGENCE

3.6.1 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

3.6.2 ***Additionally, attendance at the Pre-Proposal Conference is mandatory. Only Responses from those who attended the Pre-Proposal Conference will be considered.***

3.7 CONDITIONS AND LIMITATIONS

- 3.7.1 The Proposals and any information made a part of the Proposals will become part of SMG and the Authority's official files without any obligation on SMG's and the Authority's part to return them to the individual Respondent(s).
- 3.7.2 This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between the Authority and Respondent resulting from this solicitation.
- 3.7.3 Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of SMG, RICCA, or the State of Rhode Island for the purposes of influencing consideration of a proposal.

ARTICLE 4 CONSIDERATION OF RESPONSES

4.1 REJECTION OF RESPONSES

- To be considered for the award, a Respondent must be experienced and regularly in the business of providing the Scope of Work required by this RFP, must have a business phone and be available for consultation.
- 4.1.1 The Authority shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular.

4.2 ACCEPTANCE OF A RESPONSE

- 4.2.1 It is the intent of the Authority to award a Contract to the qualified and responsive Respondent submitting the Response which is in the best financial interest of the Authority, provided the Response has been submitted in accordance with the requirements of this RFP. The Authority shall have the right to accept the Response which in Authority's judgment, is in the best interests of the Authority.
- 4.2.2 Following the evaluation of written Responses, Respondent(s) may be requested to offer oral presentation to the Authority. Failure to comply with such a request will disqualify Respondent from consideration.

4.3 TIME OF AWARD

- 4.3.1 Responses will be irrevocable for thirty (30) days from the date of opening. It is the intent of the Authority to enter into contract negotiations with the Respondent under consideration.
- 4.3.2 This RFP does not commit the Authority to the awarding of a Contract.
- 4.3.3 The Authority will not be liable for any costs incurred in the preparation and presentation of the Response.

ARTICLE 5

FORM OF AGREEMENT BETWEEN THE AUTHORITY AND RESPONDENT

5.1 The successful Respondent will be required to enter into a written Contract with the Authority.

5.2 MINORITY BUSINESS ENTERPRISE

5.2.1 The Authority may, after considering the financial impact to the Authority, prior to making a final determination of award, apply special consideration to the offer of Minority Business Enterprises in accordance with the Rhode Island General Laws and the applicable regulations.

5.2.2 A Minority Business Enterprise shall mean a small business concern owned and controlled by one or more minorities or women and is certified by the Rhode Island Department of Economic Development to meet the definition established by Rhode Island law.

5.3 EVALUATION CRITERIA

5.3.1 The successful Respondent shall be determined by the following criteria:

5.3.1.1 Respondents must demonstrate the ability to provide the Work specified by furnishing information regarding its expertise, experience, financial soundness, and integrity.

5.3.1.2 Respondents and personnel must demonstrate an understanding of the Work required and be able to dedicate sufficient time to be able to complete the Work required.

5.3.1.3 Respondents must demonstrate that jobs of similar scope and/or magnitude have been successfully maintained.

5.3.1.4 Responses will be evaluated on the basis of the above and the relative merits of the proposal, in addition to price.

5.3.1.5 The Authority reserves the right to award the Contract on the basis of the initial Response.

ARTICLE 6
SCOPE OF WORK

The Authority is accepting proposals for the painting of arena marquee signage and (3) entrance canopies.

- 6.1.1 Powerwash all surfaces.
Surface prep steel to SSPC-SP3.
Remove mesh screening to apply coatings and then reinstall when complete.
All Access to be supplied by contractor. (Sidewalk closers if needed).
All work and Access to be coordinated with Christopher Spolidoro Director of Facilities.

Paint System:

Prime any rusted surface with Sherwin-Williams Chem-Bond.
Intermediate coat Sherwin-Williams Macropoxy 646.
Top Coat with Sherwin-Williams Acrolon 218 HS.

- 6.1.2 All installation work must be scheduled through Chris Spolidoro Director of Facilities, or his designee. Due to the nature of the Authority's business some installation work may be scheduled after 5:00 pm and on weekends.
- 6.1.3 Because the Work is to be performed in a public area, Vendor will be responsible for ensuring the public's safety. This will include but not be limited to proper signage and barricades necessary to deny access to area when installation is being performed.

6.3 USE OF FACILITIES

- 6.3.1 The Vendor's employees must check-in and exit the AMP at the designated security door only.
- 6.3.2 The Vendor's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.
- 6.3.3 The Vendor shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Vendor, while on the AMP grounds must also observe any safety requirements imposed by the Authority.

6.4 FAILURE TO COMPLETE WORK ON TIME

- 6.4.1 Delays in completion of Work will cause delay in use by the Authority and will cause various losses to the Authority, including revenue. Respondents agree to pay an amount, agreed upon by both parties, for each and every calendar day they are in default in completing the Work.

6.5 BONDING

- 6.5.1 Vendor will be required to execute a Performance and Payment Bond, in a form acceptable to the Authority, in the amount of the Contract Sum with Corporate Surety to secure the performance by the Vendor of all terms of the Contract. The Performance and Payment Bond

shall name SMG and the Authority as beneficiaries and be in place upon the execution of the Contract.

6.6 INSURANCE

- 6.6.1 During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by the Authority, authorized and licensed to do business in the State of Rhode Island and rated not less than "A-" by the most current Best's Manual. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, the AMP, the Authority, the State of Rhode Island and their employees, agents, officers and directors as additional insureds on a primary and non-contributing basis thereunder and a waiver of subrogation in favor of all additional insureds shall apply to all such coverage. Evidence of such coverage being in place will be promptly delivered to the Authority prior to the commencement of the Work. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least thirty (30) days' prior written notice to the Authority, such prior notice being mandatory. The Vendor will provide the Authority with evidence of the renewal of all coverage required for the Contract. Such coverage shall include the following:
- a. Comprehensive General Liability coverage in the amount of \$2,000,000 in the aggregate and \$1,000,000.00 each occurrence. This coverage must be written on an occurrence form, claims made policies will be unacceptable. The Comprehensive Liability insurance shall cover the vendor, SMG, the AMP, the Authority, the State of Rhode Island and their respective employees, agents, officers and directors from and against any claim arising out of personal injury and/or property damage as a result of the operations of the Vendor or its failure to comply with the terms and provisions of the Contract. Such policy or policies for the insurance shall include coverage for claims of any persons as a result of incidents directly or indirectly related to the employment of such persons by the Vendor or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in the Contract.
 - b. Worker's Compensation Coverage, as statutorily required by the State of Rhode Island, for all employees of the Vendor. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of \$1,000,000.00.
 - c. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by the Vendor in connection with the services required under this Contract.
 - d. Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the Vendor and the AMP upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property. Such insurance shall provide coverage for the personal property of others in the care,
 - e. custody and control of the Vendor that is used by the Vendor for the Work.

6.7 INDEMNIFICATION

- 6.7.1 The Contract will provide that Vendor will indemnify and keep indemnified, defend, hold and save harmless the Authority, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, penalties, judgments, awards, costs, damages or expenses of whatsoever kind and nature, including reasonable counsel or attorneys' fees and court costs, which the Authority, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees shall or may at any time sustain or incur, directly or indirectly, by reason of (a) any breach by the Vendor of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the Vendor to perform its obligations under the Contract, (c) failure by the Vendor or its agents, employees, suppliers or subcontractors to observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, or (d) arising out of or resulting from the Work, provided that any such claim, damage, loss or expense with respect to the Work is (i) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 6.7.2 In any and all claims against SMG, the State of Rhode Island, the Authority and their respective agents, representatives, directors, officers or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.7.1 shall not be limited in any way by any limitation on the amount of the type of damages, compensation or benefits payable by or for the Vendor or any subcontractor, the workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

6.8 LABOR

- 6.8.1 Vendor shall provide, at its own expense, qualified or licensed labor in the applicable trades.
- 6.8.2 Employees shall be uniformly dressed, clean and neat in appearance. All employees must display identification prominently while on the AMP premises.
- 6.8.3 All employees shall be qualified and properly trained in the handling and use of all Equipment used in and around the Arena.
- 6.8.4 The Authority has the right of approval of any and all Vendor employees.
- 6.8.5 The Authority has the right to assign and adjust all work hours and schedules not to impact any Events at the AMP.
- 6.8.6 **Equal Employment Opportunity Compliance** – The Vendor is required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375. Affirmative action plans shall be submitted by the Vendor to the Authority, if required. Vendor's failure to abide by the rules, regulations,

contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.

- 6.8.7 **Prevailing Wage Requirement** – In accordance with Title 37 Chapter 13 of the General Laws of Rhode Island, payment of the prevailing rate of per diem wages and general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workmen needed to execute this Work is a requirement for both contractors and subcontractors performing the Work.
- 6.8.8 **Drug-Free Workplace Requirement** – In Accordance with Executive Order No. 91-14, Vendor shall abide by Rhode Island’s drug-free workplace policy and the Vendor shall so attest by signing a certificate of compliance.

6.9 PERMITS, LICENSES AND LAWS

- 69.1 Vendor shall be required to provide and maintain any permits and licenses required by law at its own expense.
- 6.9.2 Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, the RICCA and SMG and all of their officers, agents and employees against all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

Rights Reserved to the Authority

Notwithstanding any other provision of this RFP, the Authority reserves to itself the rights listed below.

A. Right to Modify RFP Documents

The Authority reserves the right to modify or amend any provision of the RFP documents. The Authority will email a copy of any modification or amendment or addendum to those respondents who have requested this Request for Proposals.

B. Right to Reject Any and All Proposals

Notwithstanding the foregoing, whenever, the Authority deems it to be in the Authority’s best interest, the Authority reserves the right, in its sole discretion, to reject any or all proposals; to waive minor irregularities or informalities, **except that the Authority will not waive the requirements that a proposal be received by the Authority prior to the deadline for submission of proposals or waive the requirement to attend the pre-proposal conference**; to re-advertise; to make the award on the basis of the initial responses; or to proceed with or to provide the services in a manner other than by awarding one or more contracts under this RFP.

C. Right to Cancel Award

The Authority reserves the right to cancel the award of any contract solicited by this RFP to any Respondent at any time prior to such contract being fully executed by the Respondent and the Authority, and to award such contract to the Authority’s second choice.

D. Additional Cause for Rejection

In addition to any other cause for rejection of any Proposal in this RFP, a Proposal may be rejected by the Authority if it contains any omissions, alterations of Proposal forms by erasures, interlineation, or otherwise; additions not called for or otherwise allowed; conditions; limitations; or irregularities of any similar nature. A Proposal may also be rejected by the Authority if there is evidence of collusion among Respondents, if the Respondent submitting it is in default or arrears under any prior existing contract with the Authority or any other state of Rhode Island agency, or there is an unresolved claim between the Respondent and the Authority or any other state of Rhode Island agency. And any direct contacts made or attempted to be made by any Respondent with any Authority Board member prior to the selection of qualified respondents will automatically disqualify a Respondent from any further consideration.

BID SHEET

Name of Company or Corporation: _____

Company Address: _____

State and Date of Formation: _____

Project Manager to be Assigned: _____

PRINCIPALS AND/OR MEMBERS OF RESPONDENT

_____	_____
_____	_____
_____	_____

Price for painting arena marquee signage and (3) entrance canopies.

Total: \$ _____

Signature: _____

Date: _____

REFERENCES

In the space provided below please enter company references and contact personnel with phone numbers for jobs similar in nature to the type of work required for the Work.

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____

Company Name: _____
Contact Name: _____
Contact Title: _____
Phone Number: _____
Type of Service Provided and Dates: _____

Company Name: _____
Contact Name: _____
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Phone Number: _____
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