

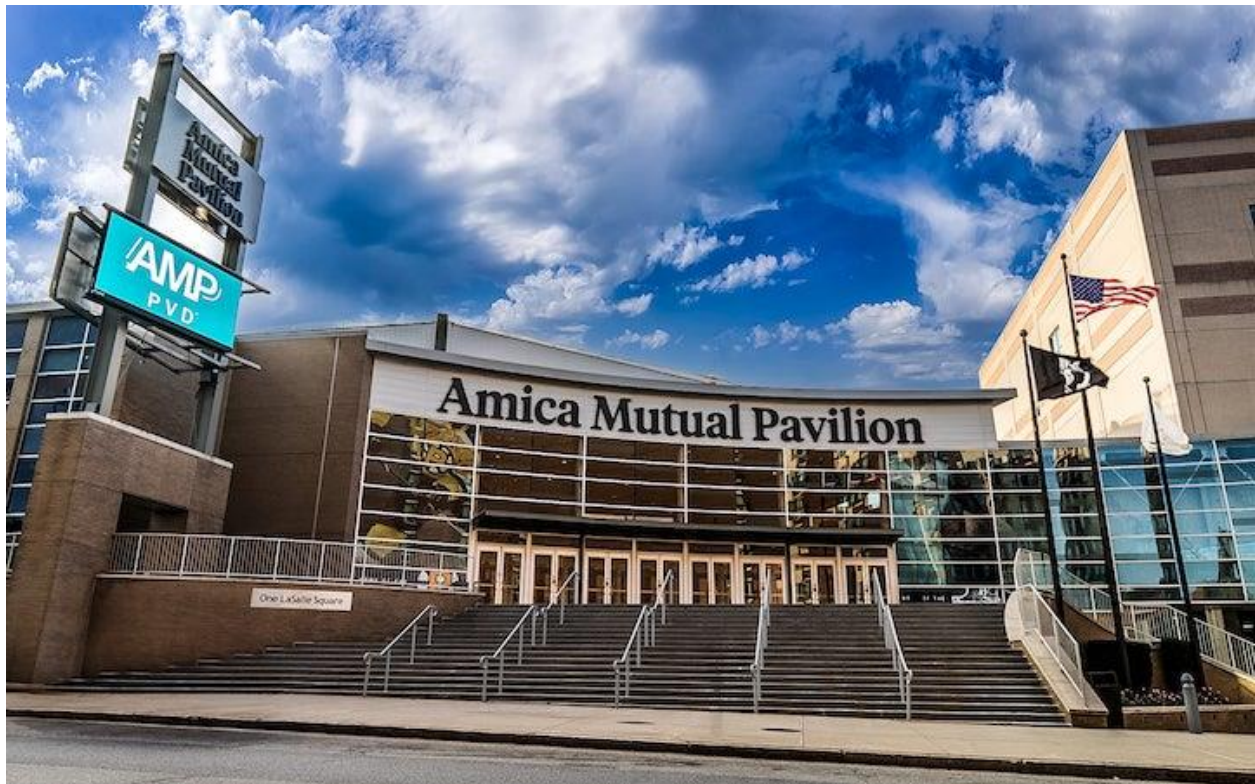


REQUEST FOR PROPOSALS

LIFE SAFETY EVALUATION

RHODE ISLAND CONVENTION CENTER AUTHORITY

One LaSalle Square, Providence, RI 02903



ARTICLE 1 – DEFINITIONS

- **Request For Proposals (RFP)** Consists of the Invitation to Bid and the Instructions to Respondents.
- A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.
- A **Respondent** is a person or entity who submits a Response.
- **Financial Terms** means the amount of compensation to be received by Vendor as evidenced by the Contract Documents, during the contract time.
- **Work** is the service to be performed by the successful Respondent as outlined in Article 3 Scope of Work.
- The **Rhode Island Convention Center Authority (RICCA)** is the governing office that oversees the management of the Rhode Island Convention Center Complex.
- The **Rhode Island Convention Center and the Amica Mutual Pavilion** is the location where the work is to be performed.
- **OVG** is the business firm that manages the Rhode Island Convention Center and the Amica Mutual Pavilion for the Rhode Island Convention Center Authority.
- **Event** is the period of time during which the Center is occupied by licensees.
- **Vendor** is the organization with whom OVG contracts to provide **Life Safety Evaluation Services** at the Center.

ARTICLE 2 – CRITICAL DATES

The following are the critical dates and times:

Respondents Notification: February 4, 2025

Mandatory Pre-Qualifications Tour of Facilities, Meeting location at the AMP Lobby:

Thursday, February 13, 2025, 11:00AM.

Vendor questions concerning the RFP due by: Tuesday, February 25, 2025, 2:00PM

OVG Response to Vendor RFP questions due by : Friday, February 28, 2025, 2 :00PM

Vendor Bid Response due date : Thursday, March 13, 2025. 12 :00PM

ARTICLE 3 – SCOPE OF WORK AND SERVICES

The services that the selected provider will be responsible for are the Life Safety Inspection of the Rhode Island Convention Center (“RICC”) and The Amica Mutual Pavilion (“AMP”).

People performing the services must be trained and certified to perform this Life Safety Evaluation and meet all state and local guidelines.

Respondent services shall include, but not be limited to the following:

- Buildings shall be evaluated based on the current State of Rhode Island Fire Safety Code requirements for existing buildings. Evaluation shall include, but not limited to:
 - Emergency Lighting
 - Fire Alarm
 - Fire Protection
 - All components related to means of egress
 - Fire extinguishers and protection from hazards
 - Evaluation of accessible routes and restrooms
- The report shall identify deficiencies as well as code violations that may require a variance due to the nature of the existing condition.
- To perform a life safety evaluation at the RICC located at 1 Sabin Street, Providence RI 02903 & the AMP located at 1 LaSalle Square, Providence RI as required by the Rhode Island Fire Safety Code, specifically the Rhode Island Life Safety Code “(RILSC:13.1.7.3,13.4.1.1)”.
- The Rhode Island Fire Safety Board of Appeal & Review granted one (1) year for completion of the RICC evaluation. The decision date is October 1, 2024 (file 2024133). The AMP has not been cited for the deficiency, however, is included in the scope of work.
- The vendor will be required to provide a staffing plan.

ARTICLE 4 – PROCEDURES

FORM AND STYLE OF RESPONSES:

Responses must include the following:

- 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.
- References
 - Provide three (3) 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).

All Responses shall be typewritten without erasures or deletions.

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 shall further give the state of incorporation and whether the Respondent is qualified to do business in Rhode Island as a foreign corporation. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

PROPOSED TERM OF THE BID:

All costs must be identified on the supplied bid sheet.

The respondent shall propose a Fixed Fee proposal to provide all the Work as described herein. Respondents may also propose a Fixed Fee proposal for multiple services. RICCA reserves the right to choose the alternative which in its estimation is in the best interest of OVG and RICCA.

SUBMISSION OF RESPONSES:

Submit three (3) properly executed responses with any other documents required to be submitted in a 9 x 12 sealed opaque envelope. The envelope shall be identified with the Respondent name and address, the type of Response (**Life Safety Evaluation RFP**) and the proposal due date to the following address:

Attention: Howard Allen, Complex Purchasing Manager
Amica Mutual Pavilion
One LaSalle Square
Providence, Rhode Island 02903

SEALED RESPONSES shall be submitted no later than **Thursday, March 13,2025 12:00PM, E.S.T. Immediately thereafter, Responses will be opened and acknowledged at the Amica Mutual Pavilion 3rd floor Boardroom. 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.**

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

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

CLARIFICATION:

Should you have any questions regarding this RFP, please contact Howard Allen Complex Purchasing Manager, via email: hallen@pvdricenter.com. All questions must be done as a "word document" and must be received by **Tuesday, February 25, 2025, no later than 2:00PM.** OVG answers to all vendors questions will be posted on the Rhode Island Convention Center Authority's Web Site **on Friday February 28, 2025, no later than 2:00PM.**

MODIFICATION OR WITHDRAWAL OF RESPONSE:

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

Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by the notice of 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.

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.

DUE DILIGENCE:

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.

CONDITIONS AND LIMITATIONS:

The Proposals and any information made as part of the Proposals will become part of OVG and RICCA's official files without any obligation on OVG and RICCA's part to return them to the individual Respondent(s).

This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between OVG and Respondent resulting from this solicitation.

Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of OVG, RICCA or the State of Rhode Island for the purposes of influencing consideration of a proposal.

ARTICLE 5 – CONSIDERATION OF RESPONSES

OPENING RESPONSES:

The properly identified Responses received on time will be opened publicly and acknowledged.

To be considered for the award, a Respondent must be experienced and regularly in the business of providing the Scope of Work required by the RFP and must have a business phone and be available for consultation.

REJECTION OF RESPONSES:

OVG 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.

ACCEPTANCE OF A RESPONSE:

It is the intent of OVG to award a Contract to the qualified and responsive Respondent submitting the response which is in the best financial interest of OVG and RICCA, provided the Response has been submitted in accordance with the requirements of the RFP. OVG shall have the right to accept the Response which in OVG’s judgment, is in the best interests of OVG and RICCA.

Following the evaluation of written proposals, Respondent(s) may be requested to offer oral presentation to OVG. Failure to comply with such a request will disqualify the Respondent from consideration.

TIME OF AWARD:

Responses will be irrevocable for thirty (30) days from the date of opening. It is the intent of OVG to enter into contract negotiations with the Respondent under consideration for the provision of first-class services rendered of the highest quality obtainable.

This RFP does not commit OVG to the awarding of a Contract.

The RICCA or OVG will not be liable for any costs incurred in the preparation and presentation of the Response.

ARTICLE 6 – FORM OF AGREEMENT BETWEEN OVG AND RESPONDENT

The successful Respondent will be required to enter into a written Contract with OVG.

MINORITY BUSINESS ENTERPRISE:

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

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.

EVALUATION CRITERIA:

The successful Respondent shall be determined by the following criteria:

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

- Respondents must demonstrate that Jobs of similar scope and/or magnitude have been successfully maintained.
- Responses will be evaluated on the basis of the above and the relative merits of the proposal, in addition to price.

OVG reserves the right to award the Contract on the basis of the initial Response.

USE OF FACILITIES:

The Vendor's employees must check in and exit the Center at the designated security door only.

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.

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 Center's grounds must also observe any safety requirements imposed by OVG.

LENGTH OF CONTRACT:

The Contract under which these privileges shall be granted will be for the term of **the completion of the project only**. RICCA/OVG shall reserve the right to terminate this contract at any time on thirty (30) days' notice, without penalty.

Vendor shall understand that legislation passed by the State of Rhode Island, during the Contract Term, to decrease or regulate prices may cause the parties hereto to re-negotiate or adapt the Agreement to the laws as they are written.

BONDING: N/A

INSURANCE:

During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by OVG, 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 OVG, the Center, RICCA, the State of Rhode Island and their employees, agents, officers and directors as additional insureds on a primary and non-contributing basis there under 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 OVG prior to the Commencement of the Term. 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 OVG, such prior notice being mandatory. The Vendor will provide OVG with evidence of the renewal of all coverage required for the Contract.

Such coverage shall include the following:

- 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, OVG, the Center, RICCA, 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.

- 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.
- Excess Liability Coverage in the amount of \$2,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess for the required Comprehensive General Liability Coverage, the Employees' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile policy.
- 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.
- Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the Vendor and the Center 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, custody and control of the Vendor that is used by the Vendor for the Work.

INDEMNIFICATION:

The Vendor hereby agrees to indemnify and keep indemnified, defend, hold and save harmless RICCA, OVG, 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 RICCA, OVG, 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 there from, 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. By virtue of this indemnification clause, the Vendor does not waive any rights or defenses it may have with respect to any such claims, demands and causes of action, including the right of contribution.

In any and all claims against OVG, the State of Rhode Island, RICCA 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 the above paragraph 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.

LABOR:

- Vendor shall provide, at its own expense, qualified or licensed labor in the applicable trades.
- Employees shall be uniformly dressed, clean and neat in appearance. All employees must display identification prominently while on the Center premises.
- All employees shall be qualified and properly trained in the handling and use of all Equipment used in and around the Center.
- RICCA has the right of approval of any and all Vendor employees.
- OVG has the right to assign and adjust all work hours and schedules not to impact any Events at the Center.

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 RICCA, if required. A vendor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.

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 for all public works.

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.

PERMITS, LICENSES AND LAWS:

A vendor shall be required to provide and maintain any permits and licenses required by law at its own expense.

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 OVG 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.

END OF SECTION

BID SHEET

LIFE SAFETY EVALUATION

RHODE ISLAND CONVENTION CENTER AUTHORITY

Name of Company
or Corporation: _____

Company Address: _____

State and Date of Incorporation: _____

Project Manager to be Assigned: _____

PRINCIPALS AND/OR MEMBERS OF CORPORATION

Quote Price:

Rhode Island Convention Center: _____

Amica Mutual Pavilion: _____

Staffing Hourly Rates: _____

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 Rhode Island Convention Center.

Company Name: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

Type of Services Provided and Dates: _____

Cost of Services Provided: _____

Company Name: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

Type of Services Provided and Dates: _____

Cost of Services Provided: _____

Company Name: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

Type of Services Provided and Dates: _____

Cost of Services Provided: _____

RIGHTS RESERVED TO THE AUTHORITY AND OVG

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

A. Right to Modify RFP Documents

OVG reserves the right to modify or amend any provision of the RFP documents.

B. Right to Reject Any and All Proposals

Whenever OVG deems it to be in the OVG'S best interest, OVG reserves the right, in its sole discretion, to cancel this RFP, to reject any and all proposals, to waive minor irregularities or informalities in a proposal; to re-advertise; and to proceed in a manner other than awarding a contract under this RFP. **OVG will not waive, however, the requirement that qualifications and proposals be received by OVG prior to the deadline for submission.**

C. Right to Cancel Award

OVG reserves the right to cancel negotiations with any proposer at any time prior to a contract being fully executed by the proposer and the OVG, and to award such a contract to the OVG'S second choice.

D. Additional Cause for Rejection

In addition to any other cause for rejection of a submittal stated in this RFP, a proposal may also be rejected if there is evidence of collusion among proposers, if the proposer submitting it is in default or arrears under any prior or existing contract with OVG, The Authority, or any other State of Rhode Island department or agency, or there is an unresolved claim between the proposer and the Authority or any other State of Rhode Island department or agency.

Any direct contacts made or attempted to be made by any proposer with any Authority Board member prior to the selection of qualified proposers will automatically disqualify a proposer from any further consideration.

Responses are irrevocable for a period of not less than sixty (60) days following the opening date and may not be withdrawn except with the express written approval of the Authority's Executive Director.

Respondents are advised that the Authority is a quasi-public agency of the State of Rhode Island and its records, including statements submitted in response to RFP, are public records unless otherwise exempted under state law.

**THE RHODE ISLAND CONVENTION CENTER AUTHORITY IS AN EQUAL
OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER.**

