



Rhode Island Convention Center Authority

Request for Proposals

Owner Program Management Services

Multiple Projects

November 16, 2022

SECTION 1: INTRODUCTION

The Rhode Island Convention Center Authority (the “Authority”) is soliciting proposals from qualified proposers to provide Owner’s Program Manager Services in accordance with the terms of this Request for Proposals (“RFP”) for a series of projects throughout the Authority’s complex at the Amica Mutual Pavilion (the “AMP”), the Rhode Island Convention Center (the “RICC”) and associated garage structures, The Vets and the Clifford Street Garage (“CSG”). A list of potential projects to be included in this assignment is attached as Exhibit 1.

The initial contract period will begin approximately January 1, 2023 and extend through June 30, 2025. The contract may be renewed for up to one additional 12-month period based on Proposer’s performance and the availability of funds.

Critical dates for this proposal process are:

RFP Issued:	November 16, 2022
Mandatory Pre-proposal Meeting:	November 30, 2022 (See below)
Questions Due:	December 7, 2022 by 2pm.
Proposals Due:	December 14, 2022 by 2pm.
Interviews of Shortlist:	December 19, 2022 (times TBD)
Commencement of Services:	January 1, 2023 (on or about)

The pre-proposal meeting will be mandatory and held on November 30, 2022 at 10am in the third floor conference room in the AMP, One LaSalle Square, Providence, RI 02903. Those firms who do not show up for this meeting will not be allowed to propose on these services.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated based on the relative merits of the proposal, in addition to cost.

Instructions and Notifications to Proposers

1. Potential Proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content shall be borne by the Proposer. The Authority assumes no responsibility for these costs even if the RFP is cancelled or continued.
4. Proposals are irrevocable for a period of not less than 90 days following the opening date, and may not be withdrawn, except with the express written permission of the Authority’s Executive Director.

5. All pricing submitted will be firm and fixed unless otherwise indicated in the proposal.
6. It is intended that an award pursuant to this RFP will be made to a prime proposer, or prime proposers, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the Proposer's proposal, and the subcontractor(s) to be used is identified in the proposal.
7. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
8. Proposers are advised that all materials submitted to the Authority for consideration in response to this RFP may be public records, as defined in R. I. Gen. Laws § 38-2-1, et seq., and may be released for inspection upon request, once an award has been made.

Any information submitted in response to this RFP that a Proposer believes is trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The Proposer should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Proposers are advised that the Authority may release records marked confidential by a Proposer upon a public records request if the Authority determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature. Proposers are also advised that responses marked confidential in their entirety may be deemed non-responsive. **Inclusion of a "confidentiality header/footer" on entire pages of submissions (or all pages) is NOT considered an acceptable way to flag confidential information (flags must be very specific and a specific justification explaining how the information meets the APRA exception must be provided with it) and will not be recognized by the Authority.**

9. Interested parties are instructed to peruse the Authority's website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
10. By submission of proposals in response to this RFP, Proposers agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Proposers are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

11. In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to

do from the Secretary of State. This is a requirement only of the successful Proposer. For further information, contact the Secretary of State at (401-222-3040).

12. In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (“MBEs”) and women (“WBEs”) and to support the fullest possible participation of small, disadvantaged businesses owned and controlled by persons with disabilities (“Disability Business Enterprises a/k/a “DisBE”) (collectively, MBEs, WBEs, and DisBEs are referred to herein as “ISBEs”) in the performance of State procurements and projects. As part of the evaluation process, proposers will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 220-RICR-80-10-2, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award proposers shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Proposers shall submit their ISBE participation rate on the accompanying form entitled “MBE, WBE and/or DisBE Plan Form”, **which shall be submitted in a separate, sealed envelope as part of the proposal.** ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov. For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and see R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 220-RICR-80-10-2. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8253 or via email at Elvys.Ruiz@doa.ri.gov.
13. Restrictions on Communications – No Proposer-initiated contact, other than normal business activities not associated with this procurement, will be allowed after the issuance of this RFP between the Proposers and the Authority’s directors, employees or their agents regarding this solicitation, except with express permission of the Authority’s Executive Director. Any such other contact may be considered improper and may disqualify a Proposer from further consideration. The appropriate channel to direct any communications, concerns or questions regarding the RFP is through the email address provided herein in Section 6.
14. If a Proposer fails to notify the Authority contact person of an error in this RFP which was known or reasonably should have been known to the Proposer, the Proposer shall submit a response at the Proposer’s own risk. If awarded the contract, the Proposer shall not be entitled to additional compensation or performance time by reason of the error or its later correction.

SECTION 2: BACKGROUND

The Authority has oversight of four distinct operating entities: The AMP, the RICC along with its two garages, The Vets and the CSG. The AMP is a 14,000-seat civic center and is home to the Providence Bruins (AHL affiliate of the Boston Bruins) and the Providence College Friars men's basketball team. Constructed in 1973 and fully renovated in 2008, the AMP also hosts multiple concerts, events and family shows drawing over a half million patrons annually. The RICC, constructed in 1993, houses a 100,000 square foot exhibit hall, 23 meeting rooms, a 20,000 square foot ballroom and over 30,000 square feet of pre-function space. The RICC attracts over a quarter million patrons annually. The Vets is a newly renovated 2,011 seat theater and home to the Rhode Island Philharmonic Orchestra. The venue also hosts concerts, comedy shows, family shows and a myriad of other entertainment events. It attracts over one hundred thousand patrons on an annual basis. Finally, the Authority oversees three parking structures totaling nearly 3,400 spaces. There are two garages at the Convention Center and a separate structure on Clifford Street adjacent to the Garrahy Courthouse.

These operations are managed by third party entities. Specifically, the AMP, Convention Center and all three parking structures are managed by ASM Global. The Vets is managed by PFM, LLC. These two entities manage the day-to-day operations of the facilities and are integral to the planning and execution of all construction related activities.

As a result of the American Rescue Plan Act ("ARPA") and funding through the Rhode Island Capital Plan Fund ("RICAP"), the Authority has been awarded over \$40 million for various improvements throughout the complex. Projects within the program have various impacts to the facilities, but most are directed towards improving revenue opportunities within the existing operations or solving for deferred maintenance issues. The Authority's full list of ARPA and RICAP funding is attached in Exhibit 1.

Members of the Authority, its management teams and the Owner's Program Manager will prioritize these projects and look for efficiencies in bundling them as appropriate. It is anticipated that projects will be bid to subcontractors directly or delivered through a Construction Manager at Risk approach.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

General Scope of Work

The Authority seeks qualified firms to provide comprehensive Owner's Program Management Services to assist with the execution and delivery of the various projects within its ARPA and RICAP programs.

Scope of Services (see also: Exhibit 2 – Owner Program Management Scope of Services)

The selected firm shall provide qualified program management personnel who will be resident at the Authority's complex in shared office space. Assigned personnel shall provide project team leadership, management and technical expertise, and coordination of the projects. The Authority

will provide daily executive level direction and support to the program during the design and construction phases of the projects. The Program Manager will be required to coordinate all activities with each facility's respective management company. All work shall be done in collaboration with and at the direction of Authority representatives in a team environment. The Owner Program Management team shall provide comprehensive coordination of project activities to ensure that the responsibilities by the appropriate parties are undertaken in a manner that serves and protects the Authority's best and overall interest.

1. Design Phase Services: Program Management team shall provide comprehensive program management services to assist with selection and oversight of the design teams, when engaged, during design development, construction documents, plan review, owner reporting requirements, and FF&E management, if necessary.
2. Procurement, and Construction Phase Services: The Owner Program Management team shall provide comprehensive program management services to assist with oversight of the project budgets, construction procurement management, all construction phase services, owner reporting requirements, commissioning, punch list, final acceptance, FF&E Coordination, move-in, Owner's training, and project close out.

Design and Construction Phase Services Expectations

The selected firm shall provide qualified personnel with the appropriate education, training, background and experience to successfully manage the projects. The successful team may include registered architects and engineers, as well as construction management professionals. The Authority will review and evaluate all proposed personnel and approve final assignment of the project to the accepted team. At a minimum, the program management personnel shall have qualifications and experience including but not limited to following:

Management Experience:

The Program Manager ("PM") shall have significant experience in managing multiple complex building design, construction, and renovation projects, preferably in convention, arena, theater, or parking venues, from the initial planning and programming phases, the design phase, plan review phase, bidding phase, and construction phase through move-in and occupancy, until the projects are successfully closed out. The PM will have the qualifications and experience necessary to manage both the design and construction phases of the projects in collaboration with the Authority, its management companies, architects, consultants, the contractors, construction management/subcontractor teams and associated team participants.

The PM's experience shall include "Owner's Representative" experience serving as the primary agent of the owner. The PM shall have the ability to protect the owner's needs and interests, comply with applicable policies and laws, and maintain professional integrity in the discharge of their responsibilities in coordinating project activities. Program Managers included in this proposal shall have experience in managing construction contracts that include the preparation, review, permitting and procurement of mid-sized building projects (greater than \$5 million). Experience must include familiarity with basic construction methods and materials and the corresponding plans and specifications, payment methods, pay requisition processes that include

labor requirements, equal employment requirements, minority business enterprise requirements, daily sign in sheets and certified payroll, and apprenticeship programs. The PM must have experience coordinating and tracking construction submittals, request for information, construction change directives, change orders, and other standard construction communications. They must have experience with materials testing and documentation, critical path scheduling for the design, procurement, construction and warranty periods and they must be able to prepare, manage and account for all funding, expenses, and status reports throughout the design and construction of this project.

Collaboration with Authority personnel:

The PM will receive direction from the Authority's Executive Director and management teams, when applicable. The PM will collaborate with ASM Global and PFM, LLC's personnel as directed or required by the projects. The PM shall provide team leadership, management, and technical expertise needed to facilitate the successful implementation of the assigned project. The PM will have the necessary experience and foresight to anticipate project issues and to plan and coordinate/communicate ahead with the Authority and its management teams in order to avoid potential conflicts and problems, minimize disruption to regular operations, and to facilitate timely and effective actions as required when issues arise.

Adherence to Authority Policies and Procedures:

The PM shall respect the fact that the Authority is a quasi-public agency and shall adhere to established State of Rhode Island and Authority policies and procedures as applicable.

Budget, Schedule, and Quality Assurance Management:

The Program Management team will have the skills and experience necessary to develop and maintain the project master budgets and schedules, evaluate cost estimates, prepare detailed cost estimates (as requested), forecast expenditures, evaluate contractor or CM project schedules, and track project schedules that are accurate and reasonable. The PM shall institute and maintain a quality assurance program to ensure the highest quality, on-time, and within-budget projects.

Maintaining Project Records and Reporting:

The PM shall appropriately maintain all project documentation and records in accordance with established Authority procedures and in a timely fashion. The PM shall prepare and submit appropriate project reports at intervals as requested by the Authority and in the format and level of detail requested by the Authority. The Authority will have reporting requirements to the State due to the funding sources for these projects. The OPM team will be responsible for responding to these requirements timely and accurately.

Enabling Work, Relocation Management and Coordination:

PM shall have the skills and experience necessary to facilitate and coordinate relocation of equipment, personnel, and property at the appropriate stages of the projects, if necessary. The

selected PM will coordinate constructability logistics and analysis at the Authority's request with its management teams.

Duration and Renewal of Program Management Services Contract:

Subject to the terms of the agreement, and the continued funding of proposed projects, the duration of the PM services contract are anticipated to extend on or about January 1, 2023 through June 30, 2025. The contract may be renewed up to one additional 12-month period based on Proposer's performance and the availability of funds.

Program Staff Requirements

For managing the Design and Construction Phases, the Authority requires, at a minimum, the following positions:

Full time on-site Program Manager (as outlined on Cost Proposal Form):

- Program Manager having significant design phase and construction phase experience with technically complex building projects. Experience with convention, arena, theater, or parking venues is preferred. This PM may be a registered architect or professional engineer or other construction professional, with at least ten years professional experience acceptable to the Authority.

Part-time Program Management support as may be required by the Authority:

- Project Executive: registered architect, or professional engineer or other construction professional with extensive leadership experience in project management.
- Scheduler with at least five years professional experience in the field of computer-generated schedule of commercial and institutional projects. The Scheduler shall have the experience to examine the project schedules and make recommendations throughout the project.
- Administrative Support with experience in the maintenance of facilities or construction project files, accounts, and computerized project management systems.
- Cost Estimator with at least 10 years professional experience in estimating commercial and institutional projects in the Rhode Island region.

The above staff requirements may be provided by the Program Manager's direct employees or as sub-consultants.

Additional support, if needed, may be contracted on an as-needed basis; rates for such services may be negotiated with the Program Manager and added to the contract by Change Order. Fee proposals must include a fixed direct employee expense gross salary multiplier for potential PM staff not included in the fixed-rate proposal.

Terms and Conditions

The Authority anticipates utilizing the AIA C171 Form of Agreement Between Owner and Program Manager for Use in Multiple Project Program. The successful firm can expect to work with the Authority and this form of contract with minor changes anticipated.

As indicated above, the Authority will provide all necessary shared office space, furniture, facilities maintenance, and associated utilities for the Program Manager's office in the complex. The Authority will provide the PM with access to high-speed internet service and shared servers designated for the projects, as necessary. As a reimbursable project expense described in the AIA C171, the PM shall supply, upon written approval from the Authority, computers, office equipment, supplies, and other non-personnel support required for project administration. Upon reimbursement, all capital improvements and equipment/supplies purchases shall become the property of the Authority.

The selected Owner's Program Management firm and their sub-consultants are expressly prohibited from submitting construction bids for these projects.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format - The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in these projects.
2. **Capability, Capacity, and Qualifications of the Proposer** - Please provide a detailed description of the Proposer's experience. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
3. **Approach/Methodology** - This section shall describe the Proposer's understanding of the Authority's requirements, including the result(s) intended and desired, the approach and/or methodology to be employed and a work plan for accomplishing the results proposed understanding that the program consists of multiple projects. The description of the approach shall discuss and justify the approach proposed to be taken for each task, and the technical issues that will or maybe confronted at each stage on the projects.

B. Cost Proposal

Provide a cost proposal as defined in Exhibit 3 – Cost Proposal Form. **Submit in a separate sealed envelope entitled: Exhibit 3 – Cost Proposal and Exhibit 4 – ISBE Proposal.**

C. ISBE Proposal

See Exhibit 4 for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan (ISBE Proposal) form(s). Bidders are required to complete, sign and

submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. **Submit in a separate sealed envelope entitled: Exhibit 3 – Cost Proposal and Exhibit 4 – ISBE Proposal.**

SECTION 5: EVALUATION AND SELECTION

Proposals will be reviewed by a Technical Review Committee (“TRC”) comprised of staff from the Authority and its management teams. The TRC first shall consider technical proposals.

Technical proposals must receive a minimum of 50 out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 50 points shall not have the accompanying Exhibit 3 - Cost Proposal or Exhibit 4 – ISBE Proposal opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 50 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined, ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Authority reserves the right to select the Proposer or firm that it deems to be most qualified to provide the services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	25 Points
Capability, Capacity and Qualifications of the Offeror	25 Points
Approach Proposed	20 Points
Total Possible Technical Points	70 Points
Cost Proposal *	30 Points
Total Possible Evaluation Points	100 Points
ISBE Proposal **	6 Bonus Points
Total Possible Points	106 Points

*** Cost Proposal Evaluation:**

The Proposer with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other Proposers shall be awarded cost points based upon the following formula:

(Lowest cost proposal / vendor's cost proposal) x available points

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

**** ISBE Proposal Evaluation:**

A. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE Proposers shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBE's by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is \$100,000 and it subcontracts a total of \$12,000 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.
2. ISBE Participation Rate for ISBE Proposers. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBE's and the amount that will be self-performed by the ISBE Proposer by the ISBE Proposer's total contract price. For example, if the ISBE vendor's total contract price is \$100,000 and it subcontracts a total of \$12,000 to ISBE's and will perform a total of \$8,000 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

B. Points for ISBE Participation Rate:

The Proposer with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other Proposers shall receive ISBE participation points by applying the following formula:

(Proposer's ISBE participation rate ÷ Highest ISBE participation rate x Maximum ISBE participation points)

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Proposer A has the highest ISBE participation rate at 20% and Proposer's B's ISBE participation rate is 12%, Proposer A will receive the maximum 6 points and Vendor B will receive (12% ÷ 20%) x 6 which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested services. Proposers may be required to submit additional written information or be asked to make an oral presentation before the TRC to clarify statements made in the proposal.

SECTION 6: QUESTIONS

Questions concerning this solicitation may be e-mailed to the Authority no later than the time and date indicated on page 1 of this RFP. Questions should be submitted in a Microsoft Word attachment in a narrative format with no tables and sent to Howard Allen, Complex Purchasing Manager (hallen@pvdricenter.com). Answers to questions received, if any, shall be posted on the Authority's website (www.riconvention.com) as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Authority's website for any procurement related postings such as addenda.

SECTION 7: PROPOSAL CONTENTS

A. Proposals shall include the following:

1. **Technical Proposal** - describing the qualifications and background of the Proposer and experience with and for similar projects, and all information described earlier in this RFP. The technical proposal is limited to twenty (20) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) printed paper copy, marked "Technical Proposal - Original" and signed.
 - b. Four (4) printed paper copies
 - c. One (1) Electronic copy on a thumb drive, marked "Technical Proposal - Original".
2. **Cost Proposal** - A *separate*, signed, and sealed cost proposal reflecting the hourly rate, or other fee structure, proposed to complete all of the requirements of this project.
 - a. One (1) printed paper copy, marked "Cost Proposal - Original" and signed.
 - b. Four (4) printed paper copies.
 - c. One (1) Electronic copy on a thumb drive, marked "Cost Proposal - Original".
3. **ISBE Proposal** – A *separate*, signed, and sealed Exhibit 4 – ISBE Proposal. Please complete separate forms for each MBE/WBE or Disability Business Enterprise

subcontractor/supplier to be utilized on the solicitation. **Do not include any copies in the Technical Proposals.**

- a. One (1) printed paper copy, marked “ISBE Proposal - Original” and signed.
 - b. Four (4) printed paper copies.
 - c. One (1) Electronic copy on a thumb drive, marked “ISBE Proposal - Original”.
- B. Formatting of written proposal response documents and printed copies should consist of the following:
1. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1” margins on white 8.5”x 11” paper using a font of 12-point Calibri or 12-point Times New Roman. Technical proposal and all associated submissions shall be typed.
 2. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Proposer’s name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
 3. The cost proposal shall be typed using the formatting provided on the provided template.
 4. Printed copies are to be only bound with removable binder clips.

SECTION 8: PROPOSAL SUBMISSION

Interested proposers must submit proposals to provide the services covered by this RFP on or before the date and time listed on page 1 of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area on the third floor of the Amica Mutual Pavilion, will not be accepted.

Responses should be mailed or hand-delivered in a sealed envelope marked “RFP for Owner Program Management Services” to

RHODE ISLAND CONVENTION CENTER AUTHORITY
EXECUTIVE DIRECTOR’S OFFICE
ONE LASALLE SQUARE
PROVIDENCE, RI 02903

NOTE: Proposals received after the above-referenced due date and time will not be considered. Proposals misdirected to other Authority locations, or which are otherwise not presented in the third-floor reception area of the AMP by the scheduled due date and time will be determined to be late and will not be considered. Proposals faxed or emailed to the Authority will not be

considered. The “official” time clock is located in the reception area of the AMP on the third floor. (Please be advised that FedEx/UPS do not always arrive by 2:00 pm. Proposers are encouraged to send submission to arrive at least one day early)

SECTION 9: CONCLUDING STATEMENTS

Notwithstanding the above, the Authority reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in its best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

The Authority may, at its sole option, elect to require presentation(s) by Proposers clearly in consideration for award.

If a Proposer is selected for an award, no work is to commence until a Notice to Proceed is issued by the Authority.

A. Right to Reject Any and All Proposals

Whenever the Authority deems it to be in the Authority’s best interest, the Authority 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-solicit proposals; and to proceed in a manner other than awarding a contract under this RFP. **The Authority will not waive, however, the requirement that qualifications and proposals be received by the Authority prior to the deadline for submission.**

B. Right to Cancel Award

The Authority reserves the right to cancel negotiations with any proposer at any time prior to a contract being fully executed by the proposer and the Authority.

C. 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 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.

EXHIBIT 1

FY2023 - FY2027 CAPITAL PLAN APPROVED

		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Vets Auditorium								
Gallery HVAC Equipment Replacement	RICAP							\$ -
Theater Seating Replacement	RICAP	\$ 765,000						\$ 765,000
Marquee Repairs, Exterior Lighting & Banners	RICAP		\$ 60,000				\$ 50,000	\$ 60,000
Avenue of The Arts Repairs and Upgrades	RICAP		\$ 40,000					\$ 40,000
Stage Lighting Upgrade to LED	RICAP			\$ 75,000				\$ 75,000
Dressing Room Updates	RICAP				\$ 100,000			\$ 100,000
Unanticipated Asset Protection	RICAP						200,000	\$ -
Roof Repairs & Maintenance	RICAP					\$ 100,000		\$ 100,000
		\$ 765,000	\$ 100,000	\$ 75,000	\$ 100,000	\$ 100,000	\$ 250,000	\$ 1,140,000
RI Convention Center								
HVAC Upgrades	RICAP	700,000	600,000				250,000	1,300,000
Exhibition Hall Updates	RICAP		1,000,000	540,000				1,540,000
5th Floor Renovation	RICAP	2,000,000	5,000,000	2,000,000	-			9,000,000
Parking Garage Improvement	RICAP	2,200,000					1,000,000	2,200,000
Facility Security Upgrades	RICAP	200,000	800,000					1,000,000
Work Station and Server Upgrades	RICAP	450,000	462,500				250,000	912,500
Command Center Upgrade	RICAP	75,000						75,000
Facility Electrical Upgrades	RICAP	25,000	100,000				250,000	125,000
Catwalk Electrical Upgrades	RICAP		100,000					100,000
CAD Drawings	RICAP		600,000					600,000
Replace Fire Alarm System	RICAP	350,000	350,000					700,000
Access Road Repair	RICAP	750,000						750,000
Refurbish Facility Restrooms	RICAP	200,000	200,000	200,000	200,000	200,000	200,000	1,000,000
Common Area Improvements/Event Equipment	RICAP	100,000	200,000	100,000	200,000	200,000	200,000	800,000
Refurbish Elevator Interiors	RICAP	200,000	400,000	400,000	400,000	400,000		1,800,000
Re-Caulking of Facility Exterior	RICAP		275,000					275,000
Repair Loading Dock Ramp	RICAP				500,000			500,000
Unanticipated Asset Protection	RICAP	100,000	100,000	100,000	100,000	100,000	150,000	500,000
Escalators Upgrade	RICAP				1,100,000	1,600,000	1,000,000	2,700,000
Repair Loading Dock Guard Rails	RICAP		50,000					50,000
		\$ 7,350,000	\$ 10,237,500	\$ 3,340,000	\$ 2,500,000	\$ 2,500,000	\$ 3,300,000	\$ 25,927,500

EXHIBIT 1

FY2023 - FY2027 CAPITAL PLAN APPROVED

The AMP		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	TOTAL
Roof Repair/Replacement	RICAP	\$ 2,500,000	\$ 2,700,000					\$ 5,200,000
HVAC Upgrades	RICAP	\$ 300,000	\$ 300,000					\$ 600,000
Restaurant and Hospitality Space Upgrades - DDC	RICAP		\$ 500,000					\$ 500,000
Video Marquees	RICAP	\$ 500,000	\$ 500,000					\$ 1,000,000
Facility Security Upgrades	RICAP	\$ 200,000	\$ 300,000					\$ 500,000
Work Station and Server Upgrades	RICAP	\$ 450,000	\$ 462,500				\$ 250,000	\$ 912,500
Control Room Upgrades (Video/Audio)	RICAP	\$ 100,000						\$ 100,000
Providence College Upgrades	RICAP	\$ 1,800,000						\$ 1,800,000
Replace Basketball Flooring	RICAP	\$ 450,000					\$ 500,000	\$ 450,000
Replace Basketball Subfloor	RICAP	\$ 200,000					\$ 250,000	\$ 200,000
Dressing Room Upgrades	RICAP	\$ 550,000						\$ 550,000
Add Chilled Water Pump to Emergency Generator	RICAP	\$ 200,000						\$ 200,000
Concourse Restrooms	RICAP	\$ 200,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 500,000
Common Area Improvements/Event Equipment	RICAP	\$ 150,000	\$ 100,000	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 600,000
Front Stairs Concrete Repair	RICAP			\$ 100,000			\$ 50,000	\$ 100,000
Unanticipated Asset Protection	RICAP	\$ 150,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 550,000
Heavy Equipment Replacement	RICAP	\$ 200,000	\$ 100,000	\$ 100,000	\$ 200,000	\$ 100,000	\$ 150,000	\$ 700,000
Facility Electrical Upgrades	RICAP	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 100,000	\$ 350,000
Upgrade Upper Arena Seating	RICAP	\$ 100,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000	\$ 250,000	\$ 350,000
Lower Arena Risers	RICAP		\$ 1,000,000	\$ 1,000,000	\$ 1,200,000	\$ 1,200,000		\$ 4,400,000
Concourse Flooring	RICAP			\$ 500,000	\$ 500,000			\$ 1,000,000
Lobby and Administration Carpeting	RICAP					\$ 300,000		\$ 300,000
Ice Surface System Replacement	RICAP				\$ -	\$ 200,000	\$ 7,500,000	\$ 200,000
		\$ 8,150,000	\$ 6,212,500	\$ 2,100,000	\$ 2,300,000	\$ 2,300,000	\$ 9,350,000	\$ 21,062,500
		\$ 16,265,000	\$ 16,550,000	\$ 5,515,000	\$ 4,900,000	\$ 4,900,000	\$ 12,900,000	\$ 48,130,000

Exhibit 2

Owner Program Management Scope of Services

Program Management Scope of Services

The Program Manager (PM) shall provide project management services as listed below and as needed to execute the project. This list identifies specific project services covered under this agreement; however other related project services may be added at the direction of the Authority's representatives. In the event that project funding limits the available time that the Program Manager can allocate to a specific project, the PM is authorized to prioritize and provide limited services from this list as he/she determines will have the greatest benefit to the Owner.

Pre-Design and Design Services

- Meet with user groups to determine and verify scope of work for design and construction.
- Prepare overall project budgets, monitor and track throughout the project (construction budget, FF&E and soft costs). Maintain an itemized list of project expenses.
- Prepare project schedule including design, construction, and owner move-in activities. Monitor progress over the course of the project.
- Evaluate projects for appropriate project delivery method and provide recommendations. Work with the Authority staff and its management partners to develop Requests for Qualifications (RFQ's) and Requests for Proposals (RFP's). Manage and participate in the consultant, Architect and Contractor selection process.
- Negotiate fees with design consultants and prepare consultants contracts. Monitor work of consultant, particularly as it relates to scope, budget and schedule. Review and recommend approval of consultant invoices.
- Coordinate and participate at all project meetings and keep records of the meetings. Distribute meeting minutes generated either by the PM or by others.
- Coordinate and attend outside agency meetings as requested.
- Review and monitor the consultant's quality control procedures.
- Review the design consultant's design documents (drawings and specifications) for compliance with project program, scope, and Authority standards. Review the design consultant's progress documents for completeness.
- Coordinate the design review process with the Authority and its management companies at appropriate milestones of schematic design, design development and construction documents phases, if necessary.
- Work with the design consultant to define the project construction boundaries, staging, and field office locations.

- If appropriate, work with the Authority, its management companies and consultants to develop the commissioning requirements and develop RFP for the Authority's procurement of services. Assist the Authority with procurement of Commissioning services when required.
- If appropriate, review the Architect's consultant's cost estimates. Work with the Architect and cost estimator to reconcile discrepancies in the two cost estimates. Provide a comparative cost estimate, if requested. Work with the consultant to identify value engineering or cost saving scope as necessary.
- Perform a constructability review of the project plans and specifications for the purpose of identifying errors, inconsistencies, ambiguities, conflicts etc.
- Request issuance of design documents from the Architect to submit to the State and local authorities having jurisdiction for plan review. Coordinate comments received from State agencies and direct the Architect to respond and incorporate into the contract documents.
- Provide monthly status reports to the Authority. Highlight the status of the project budget, scope and schedule.

Bidding Phase

The projects will be procured by the Authority through various methods depending upon the nature of the specific project(s). Some projects will be bid directly to trade contractors while others will be bundled and administered through a Construction Manager at Risk. For reference purposes, these entities will be referred to as "Contractors".

- Coordinate the placement of advertisements through the Authority's website. As a quasi-public entity, the Authority is not required to procure projects through the RI Division of Purchases. However, the Authority does, at times, advertise on the State's website to generate interest and awareness in the Contracting community.
- Monitor Contractor interest in the project.
- Organize and attend pre-bid meetings.
 - Preparation and issuance of addenda.
 - Conduct pre-bid conference to review contract requirements.
 - Coordinate responses with the architect for written questions received.
 - Conduct additional bidder visits to the site to facilitate their investigation of existing conditions.
 - Preparation of meeting minutes of the pre-bid conference.
- Activities upon bid opening:
 - Coordinate and attend bid openings

- Evaluate bids and prepare bid comparisons and make recommendations for award of contract.
- Assist the Authority with review of bid responses for bond and insurance certificate conformance, EEO and MBE/WBE business participation
- Monitor status of Purchase Order or contract preparation by the Authority staff.
- Upon issuance of Purchase Order or contract, initiate Contractor mobilization.

Project Construction

As stated in the Bidding Phase, the delivery of construction will vary depending upon the nature of the project or bundle of projects. The Program Manager will represent the Authority in its relationship with its Contractors. The duties of the Program Manager are to coordinate, expedite and monitor the activities of the Contractors and to represent the Owner's best interest in the construction process including the following activities:

- Provide the following services at construction start-up:
 - Monitor activities to obtain building permit, demolition permit, or special permits.
 - Record issuance of notice to proceed.
 - Institute procedures for document management and processing of shop drawings, Requests for Information, change order requests, change orders, contractor applications for payment, and other appropriate documents. Establish clear lines of communication for all construction administration issues.
 - Arrange and attend pre-construction conferences with Contractors.
 - Coordinate Contractor's set-up of on-site facilities.
 - Coordinate the construction schedule with the project schedule; review Contractor's CPM schedule.
 - Review Contractor's schedule of values.
 - Coordinate Contractor's safety activities with project safety programs.
 - Review Contractor's phasing plan and sequence of work. Review plans for site and building utilization during construction.
 - Maintain all project records. Maintain a photographic record of progress and claim issues.
- Provide construction administration services as follows:
 - Provide regular onsite construction oversight to ensure quality and conformance with the Contract. Report any deviations in construction from contract documents.
 - Schedule and conduct regularly scheduled (e.g. weekly) meetings with owner, design agents, and Contractors.
 - Coordinate selection and assist the Authority with securing contracts with testing labs or other consultants as required.
 - Coordinate work of Contractors to monitor project within required budget, time, and cost.
 - Monitor and evaluate the progress of the work relative to schedule.
 - Manage the Change Order process. Review Contractor's change order requests or potential change orders in conjunction with the architect and prepare recommendation for Owner's approval.

- Advise the Owner on courses of action when contract requirements are not fulfilled.
- Assist the Owner to resolve any claims / disputes that arise during construction.
- Submit regular project reports for critical issues including design issues, schedule progress, cash flow forecast, and budget vs. actual reporting.
- Assist in the management of budget and schedule for all projects:
 - Review; submit for approval to the Authority, and then track master schedule throughout the project(s). Update project schedule(s) to reflect events and conditions impacting project schedule.
 - Review; submit for approval to the Authority, and then track project budget vs. actual for all projects. Update project budget and track all expenditures.
 - Review Contractor's application for payments as approved by the architect and recommend for approval to the Authority; monitor payments over time.
 - Review and recommend approval of Architect's and Authority's consultant's payment requests.
- Assist and direct work of the Architect and provide overview of the following items:
 - Approvals of shop drawings.
 - Issuance of change orders.
 - Site observations.
 - Requests for Information
 - Structural / Special inspections.
 - Building commissioning plan.
 - Contractor payments.

Building Commissioning and Project Close Out

- Assist the Owner with the following:
 - Coordinate building systems commissioning schedule by the Contractor
 - Develop and conduct appropriate start-up and training programs for the Authority's management teams for building systems and equipment.
 - Observe and assist Contractor in conducting systems start-up testing.
 - Conduct final walk through with Architect and Contractor.
 - Review Contractors and Architect's certification that the project is complete, and that all punchlist items have been addressed.
 - Assist Contractor and Architect in obtaining certificate of occupancy, if necessary.
 - Obtain final release waivers.
 - Close out contracts with Contractors.
- Receive and catalog documents for project closeout:
 - Coordinate delivery of as-built drawings from the Contractor and record documents from the Architect.
 - Coordinate delivery of equipment manuals and warranties.

- Coordinate delivery of O&M manuals.
- Review for completeness and deliver to the Authority.
- Financial:
 - Recommend release of final payment to the Contractor, including release of retainage.
 - Prepare records for an Authority audit, upon request.

Additional Responsibilities on a Selective Basis

The following services will be part of the Owner Program Manager's scope of work if the project(s) require them. Each project will be assessed for the need and appropriateness.

Furniture, Fixtures and Equipment (FF&E) Management

- If required, manage the selection process for consultants. Work with the Authority to develop RFQ's and RFP's.
- Attend meetings for FF&E activities.
- Manage coordination of FF&E package with all building users and design agents to ensure the proper FF&E has been selected, specified, purchased, installed and functions as intended with all building systems and user requirements.
- If required, coordinate and develop with consultants, Information Technology Services, and the users all A/V requirements, performance, elements, specification packages, installation, punch list and final commissioning requirements.
- Coordinate FF&E activities with Contractor activities to establish requirements, coordination of work, limits of responsibilities and installation timeframes.
- Work with furniture representative/vendor/client to make sure furniture needs are met.
- Coordinate delivery of furniture to the complex.
- Ensure furniture is being installed in the correct locations and confirm that orders are complete.
- Perform punch list with furniture vendor(s) and ensure removal of cardboard and packaging materials.
- Coordinate with the Authority's management teams for Authority furnished products to be installed by the Contractor.
- Provide status reports to the Authority highlighting the status of the FF&E scope, budget and schedule.

Project Move-In

- Schedule meetings for the purpose of coordinating move-in activities.
- Coordinate and manage all project keying and access control systems. Coordinate entry card and key production and delivery to appropriate users.
- Coordinate and oversee all room signage for occupants and rooms.
- Coordinate moving services for FF&E elements and moving of equipment, furniture, files and other occupant move items from procurement sources, or existing areas. Document and initiate repair of any facility damage by FF&E installation entities. Manage and oversee the installation of all building equipment. Oversee cleaning services by FF&E contractors to ensure facility is in proper operating condition.
- Provide status reports to the Authority highlighting the move schedule and any outstanding coordination items.

Exhibit 3

Cost Proposal Form

Fill in blue areas

RICCA Multiple Project OPM Assignment			
Full-Time On-Site Staff	Weekly Rate	Estimated Time	Total Cost
Senior Program Manager @ 20 hours/wk from January 1, 2023 - June 30, 2025	\$	130	\$
Part-Time Support:			
Administrative Support as required to support PM	Lump Sum	Lump Sum	\$
	Hourly Rate	Estimated	
Project Executive @ 4 hours/wk	\$	520	\$
Reports	Cost per Report	Quantity	
Detailed Cost Estimate Reports	\$	3	\$
Contract Allowance for add'l staff as directed by the Authority			\$ 20,000
Contract Allowance for Reimbursables			\$ 10,000
Total Fee Proposal			\$

Award will be based on Total Fee Proposal. The Authority reserves the right to reduce requirements to meet budgetary constraints.

Fixed direct employee expense gross salary multiplier for potential OPM staff not included in the fixed-rate proposal.	
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**STATE OF RHODE ISLAND
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name: _____

Bidder's Address: _____

Point of Contact: _____

Telephone: _____

Email: _____

Solicitation No.: _____

Project Name: _____

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier: _____				
Type of RI Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Disability Business Enterprise				
Address: _____				
Point of Contact: _____				
Telephone: _____				
Email: _____				
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier: _____				
Total Contract Value (\$):		Subcontract Value (\$):	ISBE Participation Rate (%):	
Anticipated Date of Performance: _____				

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	Title	Date
Subcontractor/Supplier Signature	Title	Date