



INVITATION FOR BIDS
ELEVATORS AND ESCALATORS MAINTENANCE
RHODE ISLAND CONVENTION CENTER AND AMICA MUTUAL PAVILION

TABLE OF ARTICLES

- | | |
|----------------------|--|
| 1. DEFINITIONS | 5. CONSIDERATION OF RESPONSES |
| 2. CRITICAL DATES | 6. FORM OF AGREEMENT BETWEEN
SMG AND RESPONDENT |
| 3. PROPOSAL DOCUMENT | 7. SCOPE OF WORK |
| 4. PROCEDURES | |

ARTICLE 1

DEFINITIONS

- 1.1 **Work** is the service to be performed by the successful bidder as outlined in Article 7 Scope of Work.
- 1.2 The **Rhode Island Convention Center Authority (RICCA)** is the governing office that oversees the management of the Rhode Island Convention Center and The Amica Mutual Pavilion.
- 1.3 The **Rhode Island Convention Center, North and South Garage and the Amica Mutual Pavilion** are the locations where the work is to be performed.
- 1.4 **Center** means the Rhode Island Convention Center and Amica Mutual Pavilion.
- 1.5 **OVG** is the business firm that manages the Rhode Island Convention Center and the Amica Mutual Pavilion for the Rhode Island Convention Center Authority.
- 1.6 **Event** is the period of time during which the Center is occupied by licensees.

ARTICLE 2

CRITICAL DATES

- 2.1 The following are the critical dates and times:

Respondents Notification of solicitation: Wednesday, May 21, 2025

**Mandatory Pre-Qualification Tour of Facilities, Meeting location at the AMP Lobby:
Friday, May 30, 2025, at 10:00 AM**

**Bidder's questions after the Mandatory Pre-Qualification Tour due by:
Monday, June 9, 2025, 2:00PM**

OVG'S Response to Bidder's questions due by : Thursday, June 12, 2025, 2 :00PM

Bids Due Date: Friday, June 20, 2025, at 2:00 pm

Commencement: TBD

ARTICLE 3

PROCEDURES

4.1 FORM AND STYLE OF BIDS

4.1.1 Bids 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. If the Bidder is a Minority Business Enterprise certified by the Rhode Island Department of Economic Development, the Response should so indicate.
- c. References. Provide five (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).

4.1.2 All Bids shall be typewritten without erasures or deletions.

4.1.3 Each copy of the Bid shall include the legal name of the bidder and a statement identifying the bidder 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 bidder to a contract. A Bid by a corporation shall further give the state of incorporation and whether the bidder is qualified to do business in Rhode Island as a foreign corporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the bidder.

4.2 PROPOSED TERM OF THE BID

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

4.2.2 A bidder shall propose a Fixed Fee proposal to provide all the Work as described herein. A bidder 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.

4.3 SUBMISSION OF RESPONSES

4.3.1 Submit three (3) properly executed bids with any other documents required to be submitted in a 9 x 12 sealed opaque envelope, to include documents on 3 three thumb drives the envelope shall be identified with the bidder's name and address, the type of Bid (Elevator/Escalator Maintenance) and the Bid due date to the following address:

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

4.3.2 **SEALED RESPONSES** shall be submitted no later than **2:00 pm**, E.S.T. on the bid due date. Immediately thereafter, Bids will be opened and read at the conference room, third floor, the Amica Mutual Pavilion, 1 LaSalle Square, Providence Rhode Island. Bids received after that time and date will be returned unopened. Bidders shall assume full responsibility for timely delivery at the location designated for the receipt of Bids.

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

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

4.4 CLARIFICATION

4.4.1 Each bidder shall carefully examine all Invitation documents and related materials, addenda or other revisions, to thoroughly familiarize themselves with all requirements prior to submitting a Bid. Should a bidder have a question on this invitation it shall not later than seven (7) days prior to the proposal due date, submit to OVG a written request for interpretation or correction thereof.

4.4.2 Should you have any questions after the mandatory pre-qualification Tour, please contact Howard Allen Complex Purchasing Manager, via email: hallen@pvdricenter.com. All Bidder questions must be done as a "word document" and must be received by **Monday, June 9, 2025, no later than 2:00PM**. OVG answers to all Bidder questions will be posted on the Rhode Island Convention Center Authority's Web Site on **Thursday June 12, 2025, no later than 2:00PM**.

4.5 MODIFICATION OR WITHDRAWEL OF RESPONSE

4.5.1 A Response may not be modified, withdrawn or cancelled by the Bidder during the time period following the date designated for the opening of the Bids.

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

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

4.6 CONDITIONS AND LIMITATIONS

4.6.1 The Bids and any information made a part of the Bids 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 Bidders.

4.6.2 Invitation may, by reference, become a part of any formal Contract between OVG and Respondent resulting from this solicitation.

ARTICLE 5

CONSIDERATION OF RESPONSES

"Qualified Bidder" means a Bidder determined by RICCA to meet standards of business competence, reputation, financial ability, and product quality. "Responsible Bidder" means a Qualified Bidder who has the capability in all respects including financial responsibility to perform fully the requirements and the integrity and reliability which will assure good faith performance.

Award shall be made to the lowest responsive and Responsible Bidder as evaluated by RICCA and OVG.

5.4 TIME OF AWARD

5.4.1 Submitted Bids 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 Bidder under consideration for the provision of first class Elevator and Escalator Maintenance of the highest quality obtainable.

ARTICLE 6

FORM OF AGREEMENT BETWEEN OVG AND SUCCESSFUL BIDDER

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

6.2 MINORITY BUSINESS ENTERPRISE

6.2.1 OVG may, after considering the financial impact to OVG and RICCA, 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.

6.2.2 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.

6.3 EVALUATION CRITERIA

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

ARTICLE 7

SCOPE OF WORK

7.1 The successful bidder shall perform Work for OVG at the Convention Center and Amica Mutual Pavilion which shall include, but not be limited to the following:

7.1.1 Provide in written detail a continuous and comprehensive program of preventative, predictive and corrective maintenance coverage for the following equipment:

RICC EQUIPMENT:

Fourteen (14) Escalators

Two (2) Hydraulic Passenger Elevators at the South Garage

Ten (10) Traction Passenger Elevators:

Four (4) at the Center and Six (6) at the North Garage

One (1) Traction Service Elevator at the Center

One (1) Traction Freight Elevator at the Center

One Inclined Wheelchair Lift

Garaventa Stair Lift

Model: GSL-2

RI Certificate # 921900

20 FPM

Serial: 10926

(I. W. C. L.)

495# Rated Load

AMICA MUTUAL PAVILION EQUIPMENT:

Two (2) Hydraulic Passenger Elevators

One (1) Hydraulic Service Elevator

- 7.1.2 Provide periodic safety tests; conducted as required by public regulating authorities.
- 7.1.3 Provide for all required code Inspections and Testing.
- 7.1.4 Provide for any and all additional inspecting or testing to comply with all current and/or future code requirements.
- 7.1.5 Provide and be responsible for proper disposing of all refuses including lubricating and drive fluids.
- 7.1.6 Conclude all On-site visits with a written report of the work done and recommended changes or adjustments to operational usage.
- 7.1.7 All services will be performed by trained personnel directly employed and supervised by the successful bidder.
- 7.1.8 Provide a checklist and schedule of all services performed on a weekly, monthly, quarterly, semi-annual and annual basis.
- 7.1.9 Provide 24-hour service, 365 days per year, for all equipment listed herein. If a problem should develop between regular maintenance examinations, dispatch, at no additional cost, a qualified mechanic to perform emergency repairs and/or adjustments for these services within one (1) hour of request for service.
- 7.1.10 Maintain a supply of lending and replacement parts designed and manufactured for use on the Equipment covered by the Contract. This inventory will include, but not be limited to: wiring diagrams, contacts, spring coils, leads, shunts, brushes, door operator motor, door equipment, motor and motor generator components, brake parts, fixture inserts, and lamps, solid-state components to include one of each type of printed circuit boards, selector tapes, soft starts, speed governors, limit switches, spare fuses for the main disconnects, door obstruction sensors and guide shoes. The most commonly used parts will be maintained in a parts cabinet to be located on site. Additional parts will be maintained in and available from local warehouses. Used parts or parts that are not equal to or better than OEM parts are not acceptable and shall not be used by the Contractor on the Owner's equipment. Lead time on all OEM escalator parts should not exceed 2 weeks.
- 7.1.11 Due to the location of the escalators, handrails must be replaced when warranted.

7.2 USE OF FACILITIES

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

7.2.2 Its trucks and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.

7.2.3 It 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. The successful bidder, while on the Center's grounds must also observe any safety requirements imposed by OVG.

7.3 LENGTH OF CONTRACT

7.3.1 The Contract under which these privileges shall be granted will be for the term of three (3) years. At the conclusion of term, RICCA/OVG shall retain the option to renew the Contract, subject to the mutual agreement of both parties, for not more than two (2) additional terms of one (1) year in length under the provisions agreed herein. RICCA/OVG shall reserve the right to terminate this contract at any time on thirty (30) days notice, without penalty.

7.4 INSURANCE

7.4.1 During the contract term, the successful bidder 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 insured's on a primary and non-contributing basis there under and a waiver of subrogation in favor of all additional insured's 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 successful bidder will provide OVG 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 successful bidder 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 successful

bidder 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 successful bidder 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 successful bidder. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of \$1,000,000.00.
- c. Excess Liability Coverage in the amount of \$5,000,000.00 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.
- d. 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 successful bidder in connection with the services required under this Contract.
- e. Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the successful bidder 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 successful bidder that is used by it for the Work.

7.5 INDEMNIFICATION

7.5.1 The successful bidder shall agree 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 successful bidder of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the successful bidder to perform its obligations under the Contract, (c) failure by

the successful bidder 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 successful bidder, 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 successful bidder 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.

7.5.2 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 successful bidder 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 7.5.1 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.

7.6 LABOR

7.6.1 The successful bidder shall provide, at its own expense, qualified or licensed labor in the applicable trades.

7.6.2 Employees shall be uniformly dressed, clean and neat in appearance. All employees must display identification prominently while on the Center premises.

7.6.3 All employees shall be qualified and properly trained in the handling and use of all Equipment used in and around the Center.

7.6.4 RICCA has the right of approval of any and all Vendor employees.

7.6.5 OVG has the right to assign and adjust all work hours and schedules not to impact any Events at the Center.

7.6.6 **Equal Employment Opportunity Compliance** – The successful bidder 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 successful bidder to RICCA, 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.

7.6.7 **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 for all public works.

7.6.8 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.

7.7 PERMITS, LICENSES AND LAWS

7.7.1 The successful bidder shall be required to provide and maintain any permits and licenses required by law at its own expense.

7.7.2 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 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.

RIGHTS RESERVED TO RICCA AND OVG

Notwithstanding any other provision of this Invitation, 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 Invitation documents.

B. Right to Reject Any and All Bids

Whenever OVG deems it to be in the OVG'S best interest, OVG reserves the right, in its sole discretion, to cancel this Invitation, to reject any and all bids, to waive minor irregularities or informalities in a bid; to re-advertise; and to proceed in a manner other than awarding a contract under this Invitation. **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 bidder at any time prior to a contract being fully executed by the successful bidder 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 Invitation, a bid may also be rejected if there is evidence of collusion among bidders, if the bidder submitting it is in default or arrears under any prior or existing contract with OVG, RICCA, or any other State of Rhode Island department or agency, or there is an unresolved claim between the proposer and RICCA or any other State of Rhode Island department or agency.

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

Bids 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.

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

BID SHEET

Name of Company
or Corporation: _____

Company Address: _____

State and Date of Incorporation: _____

Project Manager to be Assigned: _____

PRINCIPALS AND/OR MEMBERS OF CORPORATION

RICC Maintenance Quote Price (Annually):

RICC Maintenance Quote Price (Quarterly):

RICC North and South Garages Maintenance Quote Price (Annually):

RICC North and South Garages Maintenance Quote Price (Quarterly):

AMICA Maintenance Quote Price (Annually):

AMICA Maintenance Quote Price (Quarterly):

Hourly Rates Mechanic: ST _____ OT _____

Hourly Rates Apprentice/Helper: ST _____ OT _____

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 Service Provided and Dates: _____

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

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