

Administration of Project: East Providence School District

Project Name Riverside Middle School FEI Response Deadline Date October 11, 2023 Time 10:00 a.m.

Project Location 179 Forbes St Project Number EPSD.DISTRICT.2023.013

City / County Riverside, Rhode Island 02915

Owner Representative Superintendent of Schools or designee Owner East Providence School Committee

Delivery Method GC- Stipulated Sum Prevailing Wages Yes, as published by the RI DOL

This is a request for Proposal (RFP) for General Contractor for the Riverside Middle School Renovation Project.

Submit all questions regarding this RFP in writing to Craig Enos, Director of Finance via email cenos@epschoolsri.com with the project number included in the subject line (no phone calls). Questions are due by September 26, 2023 by 10am, responses to questions will be issued no later than October 3, 2023. Answers will be posted publicly on the school district website and Bidnet Direct. The name of the party submitting a question will not be included with the answer. There is a non-mandatory pre-proposal meeting at Riverside on September 21 at 3:30pm.

Proposals must be submitted via Bidnet Direct on October 11, 2023 by 10am. Proposal submissions submitted after the deadline will be rejected. See Section G of this RFP for additional submittal instructions.

The East Providence School Committee is the awarding authority and reserves the right to reject any and all proposals or parts of proposals; to waive any defects, information, and minor irregularities; to accept exceptions to these specifications; to award contracts or to cancel this Request for Proposals if it is in the Owner's best interest to do so.

Project Overview

A. Project Description

This project encompasses the phased renovation of Riverside Middle School consisting of 11,410 sq ft between 6 science classrooms and 2 story Library/ Media Center. The proposed work includes updates to the casework and sinks, flexible furniture, upgraded power, additional collaborative spaces and HVAC in support of added spaces.

Access includes but is not necessarily limited to:

1. Twenty-four (24) hours a day, seven (7) days a week access.
2. Access to facilities by students, staff and the general public.
3. Access by first responders to existing facilities and the construction area.

The project's scope includes demolition services required to complete the work, consideration of doing the renovation in phases with some activities happening after school hours is necessary to limit disruption to the daily operations.

The Contracting Authority has retained Ai3 Architects, Inc for Design Services and Peregrine Group for Owner's Project Manager (OPM) Services.

The project's design and construction must comply with all applicable policies and procedures of the Rhode Island Department of Education School Construction Regulations, most recent addition, including any policies and procedures of the School Building Authority and the Department of Human Services (DHS).

B. Scope of Services

In the performance of its services the GC will work cooperatively with the Contracting Authority, the A/E, owner's project manager and any other project participants engaged by the Owner.

Construction

1. The GC shall obtain all required building permits.
2. The GC shall provide access to Project Management Software to Owner/ OPM and A/E teams for project documents

and logs including Daily Reports. Daily Reports should be completed on a daily basis and access provided to Owner/ OPM and A/E teams.

3. The GC shall construct the project in keeping with scope of the Work, schedule, phasing logistics and any related documents all as stipulated and identified within the GC's GMP proposal and the Owner approved GMP Amendment.
4. The GC shall attend and participate in weekly site Owner/ Architect/ Contractor project meetings with the School Building Committee's (SBC) representatives, the OPM and the Designer, as required. The GC shall also conduct regular meetings at the site with the subcontractors. In addition, and as requested, the GC shall meet to report on construction progress to the SBC/ School Committee (SC) and the OPM at regular intervals as required throughout the project.
5. Hold all subcontracts and be responsible for the means and methods of construction, site logistics, temporary construction / facilities, project safety, completion in accordance with the schedule, compliance with applicable laws and regulations including monitoring compliance of any stipulated requirements related to M/WBE, equal employment, apprenticeship utilization and prevailing wages.
6. The GC shall develop and implement a Quality Control Program, which shall include review, approval, monitoring and enforcement of the quality control program of all subcontractors. The GC shall coordinate the installation of mock-ups as indicated on Construction Documents.
7. The GC shall develop and implement a project specific safety program from Contracting Authority and its vendors to project subcontractors.
8. The GC shall provide a Monthly Master Project Schedule update that shall include the review and approval of subcontractors' proposed schedules for conformance to the requirements of the Contract Documents.
9. The GC shall coordinate Owner provided 3rd Party inspection and testing and commissioning services with the progress of the Work to ensure completion in accordance with project requirements and applicable RIDE, DHS regulations.
10. The GC shall review Monthly Progress Payment Requests and submissions to the Owner. GC shall review billing by all subcontractors to ascertain that all work being billed has been completed to Construction Documents and contractor has complied with appropriate wage scale and employee compensation regulations. GC shall submit payment requisitions according to Contract Documents. Certified Payroll, W/MBE reporting, updated schedule shall be part of Monthly Progress Payment Requests.
11. The GC shall review and submit Potential Change Orders and finalize Change Orders with all back up to substantiate costs.
12. The GC shall obtain certificates of Substantial Completion. The GC shall advise the A/E and OPM on schedule of punch list work- GC's prepunch, punch list walk throughs and completion. GC shall prepare a list of incomplete work and work which does not conform to the construction documents. As shown on the preliminary project schedule, each phase shall have separate substantial completion dates, with varying turnover dates, warranties and owner training and Cx Agent support.
13. As-Built Drawings: Throughout the construction phase of the project, the GC shall develop and maintain detailed as-built drawings and shall monitor the subcontractors to ensure that other such drawings are prepared thoroughly and in a timely manner. At the completion of the project and prior to submission of its final application for payment, the GC shall submit to the Designer for review and approval all of the as-built drawings. Progress submissions will be required at the completion of each phase of the work. All drawings, documents etc generated for this project is the sole property of the Owner.
14. Obtain requisite approvals and certificates from all Authorities Having Jurisdiction (AHJ) necessary for the Owners use and occupancy of the facilities.
15. Post Construction / Project Closeout
16. GC shall provide all final reports and documentation required by the contract documents including that required to

secure RIDE funding reimbursement.

17. Project Closeout Procedures: The GC shall develop and implement procedures for the orderly completion of punch list items and for the final inspection, testing, programming and initial operation of all equipment and systems. The GC and the subcontractors shall participate, as required by the Commissioning Agent, in startup, testing and adjusting of the projects mechanical electrical and plumbing systems in order to satisfy the testing program developed by the SBC's Commissioning Agent. Due to the project's approach, multiple efforts may be required from the GC and the subcontractors. The GC shall prepare a recommendation for the final acceptance of the project after the GC and subcontractors have corrected deficient work and satisfied all contract conditions. The GC shall prepare a final payment request and final report. The GC shall coordinate all training for the school and facilities staff on the use of the new building systems.
18. The GC to provide an electronic turnover package of all maintainable asset data. Include applicable manufacturer and contractor operation and maintenance information with associated plans. Asset data shall be in a database format, structure and detail commensurate with the Owners requirements for import to their maintenance management system.
19. The GC shall manage subcontractors/ vendors during the warranty period in the event that issues arise.

Other Considerations

1. This is a Prevailing Wages project as defined by RI GL § 37-13-6, and as such, must comply with RI GL § 37-13-4-14 and §37-13-16, ensuring that GC is compliant with Rhode Island's Prevailing Wage requirement.
 - a) A copy of §§ 37-13-5, 37-13-6, and 37-13-7 shall be inserted in all contracts for public works or school transportation services awarded by the state, any city, town, committee, an authorized agency, or awarding authority thereof, or any person or persons in their behalf in which state or municipal funds are used if the contract price is in excess of one thousand dollars (\$1,000).
2. The Owner MBE/ WBE participation goal is 15% of project value; for reference on RIDE requirements, RI GL § 37-14.1-6, ensuring that minority business enterprises reach a minimum of ten percent (10%) of the dollar value of the bid.

C. Anticipated Construction Schedule (subject to change)

Phase 1	<u>December 2023- March 2024</u>
Phase 2	<u>March 2024- May 2024</u>
Phase 3	<u>May 2024- August 2024</u>

D. M/WBE Participation Goal 15% of Project Cost

E. Evaluation Criteria for Selection

Primary Firm Workload and Size

Each firm responding to this RFP will be evaluated and selected based on its qualifications and the qualifications and experience of the individuals identified as the candidate's proposed team for the Project. Respond with a minimum of three (3) references the Owner and its representatives may contact, by phone, or email. Each firm must include the following financial information and any other evidence of the firm's stability and ability to provide the required services.

Optional Pre-Proposal Meeting: Prior to submitting a response to the RFP, firms may meet with the Owner at Riverside Middle School, East Providence, RI. The purpose of the pre-proposal meeting is to permit the firms an opportunity to ask the Contracting Authority and/or Owner questions in an individual setting to help the firms prepare their responses to the RFP. The date for this pre-proposal meeting is September 21, 2023 3:30 pm. Attendance will be taken at the pre-proposal meeting by Owner.

Technical Proposal

Each Proposal shall include the following information, and must demonstrate to the Owner that the Proposer is capable of performing the services required of the GC for this Project:

1. **Management Plan.** The Proposal shall include a proposed Management Plan for the Project, which describes in detail the firm's proposed approach to meeting the Project goals -- including schedule management, budget management, and quality management goals. The management plan shall include a staff responsibility matrix, coordinated with the Staffing Plan described below, which indicates whom on the staff assigned to the project has primary responsibility for the tasks typically required to be completed on a GC at risk project of this size and scope. Some examples of those tasks would include: management of the weekly job meeting; review and processing of submittals; preparation of two-week look-ahead schedules; etc. The management plan should also include a brief description of your firm's philosophy and policy on managing the included tasks and specific examples or reports which show how your firm provides added value to the project team. Describe the project management, scheduling, cost control or other systems/ software the firm will use to provide services for the Project.

2. **Technical Solutions Plan:** The Proposer shall respond to the following items. The responses shall demonstrate the Proposer's understanding of GC, the proposed project scope and shall indicate how the GC will work in the Owner's interest to:
 - a. Develop a construction schedule that the GC deems necessary to achieve that Substantial Completion date and details the complete construction process including integration with the Town's separate vendors for commissioning, furniture, equipment and technology (if required)
 - b. Provide a draft logistics Construction Mitigation Plan including proposed phasing.
 - c. Provide 3 examples of how your firm provided clear and measurable added value to a specific project challenge. Indicate the nature of the challenge as well as your firm's response (provide a contact – either owner or architect – who can verify response).
 - d. The proposer shall provide narrative outlining their pre-qualification process of potential trade subcontractors.

3. **Contract Exceptions:** Indicate any and all exceptions to the standard AIA A101 and AIA A201 contracts.

Interview: After submitting responses to the RFP, the short-listed firms may be interviewed by the Contracting Authority and Owner. The purpose of the interview is to confirm the Proposer is qualified. The Owner and Contracting Authority will meet the proposed Project team, become familiar with key personnel, and understand the project approach and ability to meet the stated objectives for the Project. Please be prepared to discuss with specificity the firm's capacity to conduct this work in compliance with the timetable, budget and any other Owner expectations. The Contracting Authority will notify the selected firm(s) to schedule time(s) for the interview(s).

Each vendor proposal will be reviewed and scored using the following criteria and maximum point values per topic:

Selection Criteria	Available points	Points Awarded
Meets technical requirements	30	
Pricing	35	
Past Project experiences	25	
References	10	
	Subtotal	

The District reserves the right to use any and all available information to evaluate past project experiences including but not limited to references sought from previous clients.

Selection Schedule: subject to change.

RFP Advertise	September 13, 2023
Pre-proposal Meeting (Riverside Middle School)	September 21, 2023 3:30pm
Questions due	September 22, 2023 10:00am
Responses to questions	September 27, 2023

Proposals due (public opening at 1998 Pawtucket Ave)	October 6, 2023 10:00am
Interviews (if required)	Week of October 16, 2023
Recommendation to SBC/ SC	Week of October 23, 2023

Cancellation and Rejection: The Contracting Authority reserves the right to reject all proposals and cancel at any time, for any reason, this solicitation, any portion of this solicitation or any phase of the Project. The Contracting Authority shall have no liability to any proposer arising out of such cancellation or rejection. The Contracting Authority reserves the right to waive minor variations in the selection process. The Contracting Authority shall not reimburse proposers for any expenses related to their preparation and submission of a proposal (RFP) including interviews.

F. Submittal Instructions

Firms are required to submit the accompanying documents via Bidnet.

Electronic submittals should be combined into one (1) PDF file named with the project number listed on the cover page and your firm's name. Use the "print" feature of Adobe Acrobat or similar software for creating a PDF rather than using a scanner. If possible, please reduce the file size of the PDF.

Facsimile and hard copies of the Proposal will not be accepted.

Unless otherwise noted or exempt, all documents submitted to the Contracting Authority in response to this RFP are public and will be available for inspection at the conclusion of the selection process. The following information shall remain confidential and will not be released: (1) Proposal Form(s), except for cost category subtotals which will be transferred to the Rating Form; (2) Financial Capacity; and (3) Bonding/Insurance and (4) any trade secrets, proprietary or confidential information identified by the proposer with their proposal submission, to the extent allowed by applicable federal and state law.

Documents attached:

- Schedule A-** Terminations and Legal Proceedings
- Schedule B-** Safety Record
- Schedule C-** MBE/ WBE and Workforce Compliance Record
- Conflict of Interest Statement
- Certificate of Non-Collusion
- 100% Construction Documents

Proposers are required to submit the following information in response to this RFP.

1. **Schedule A-** Terminations and Legal Proceedings
2. **Schedule B-** Safety Record
3. **Schedule C-** MBE/ WBE and Workforce Compliance Record
4. Conflict of Interest Statement
5. Certificate of Non-Collusion

Request for Proposals - Rating Form

The Owner will select the offer it determines to represent the BEST VALUE (most responsive and responsible submission) for the Owner. While cost is a factor, it is not the sole determining factor. The Owner will evaluate all cost / price and non-cost / price criteria specified in this solicitation, and contemplates consideration of tradeoffs of cost / price for evidence of superior performance as demonstrated by an offeror's response to the non-cost / price criteria (Primary Firm Workload and Size; Technical Proposal; etc). The District will consider non-cost / price criteria, when combined, to be more important than cost / price criteria.

SCHEDULE A

Schedule A - TERMINATIONS and LEGAL PROCEEDINGS

Firm Name: _____

Respondent is required to complete both parts A and B of Schedule E. On Part A of Schedule E respondents are required to list each and every project on which the firm was terminated or failed to complete the work within the past five (5) years. On Part B of Schedule E respondents are required to list each and every conviction or fine incurred by the respondent firm or any of its principals for violations of any state or federal law within the past five (5) years; **and**, a complete list of any and all legal proceedings, administrative proceedings and arbitrations, whether currently pending or concluded within the past five (5) years, that involved a construction project or a construction contract in which the respondent firm was a named party. Attach additional sheets if necessary.

PROJECT NAME & LOCATION	PROJECT OWNER	SCOPE OF WORK PERFORMED	PROJECT START & END DATES	ESTIMATED CONTRACT AMOUNT	% COMPLETE	REASON FOR FAILURE TO COMPLETE OR TERMINATION

Part A. TERMINATIONS AND INCOMPLETE PROJECTS

Schedule A - TERMINATIONS and LEGAL PROCEEDINGS (continued)

Firm Name: _____

Part B. LEGAL PROCEEDING, CONVICTIONS and FINES

PROJECT NAME, LOCATION & OWNER	DESCRIPTION OF CONVICTIONS, FINES and LEGAL PROCEEDING (include caption of case, parties, location of proceeding, description of the dispute or enforcement action, dates action commenced and concluded and status and/or outcome)

SCHEDULE B

Schedule B – SAFETY RECORD

Respondents must list their workers' compensation experience modifiers for the past three years in the space provided on the Statement of Qualifications form and **must also attach documentation here from their insurance carrier** of their Worker's Compensation Experience Modifier for the past three years.

CONFLICT OF INTEREST STATEMENT

The proposer hereby certifies, under the penalties of perjury, that:

- 1) The proposer has not given, offered, or agreed to give any person, corporation or other entity, any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for services for which the proposer is applying.
- 2) No consultant to or subcontractor for the proposer has given, offered, or agreed to give any gift, contribution or offer of employment to the proposer or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the proposer.
- 3) No person, corporation or other entity, other than a bona fide full-time employee of the proposer has been retained or hired by the proposer to solicit for or in any way assist the proposer in obtaining the contract for services for which the proposer is applying, upon an agreement or understanding that such person, corporation, or entity be paid a fee or other consideration contingent upon the award of the contract to the proposer.

The proposer further hereby certifies, under the penalties for perjury, that all information provided in this proposal to provide services is true and correct.

Firm

Signer (Typed)

Signer (Written)

Title

Date

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal had been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals.

Firm

Signer (Typed)

Signer (Written)

Title

Date