

August 29, 2023

ADDENDUM NO. 1 to REQUEST FOR PROPOSAL

RFP # 2023-0013

**OWNER'S PROJECT MANAGEMENT SERVICES
FOR
EL CENTRO COMMUNITY CENTER**

**CITY OF CENTRAL FALLS
PURCHASING DEPARTMENT**



NOTICE TO PROSPECTIVE BIDDERS

ADDENDUM NO. 1: Prospective bidders and all concerned are hereby notified of the following corrections and clarifications for this Request for Proposal. These changes and clarifications shall be incorporated in "RFP# 2023-0013 Owner's Project Management Services for El Centro Community Center" and shall become an integral part of the Bid Documents.

A. Corrections

1. Page 6 (Attachment B)

- a. The first bullet point incorrectly states that Appendix A is the Bidder Certification and Disclosure Forms. The corrected language is:
 - o *the Bid Form (Appendix A)*
- b. The second bullet point incorrectly states that Appendix B is the Bid Form. The corrected language is:
 - o *the Bidder Certification Form and Disclosure Forms (Appendix B)*

2. Page 7 (Attachment B)

- a. Item d. Cost Proposal incorrectly states that Cost Proposals are to be provided on the Bid Form (Attachment B). The corrected language is:

Cost proposals are to be provided on the Bid Form (Appendix A)

B. Clarification/Notification

The Central Falls Purchasing Agent received twelve questions/requests for clarification in writing before 12:00 p.m. on Thursday, August 24, 2023. Responses appear in italics.

1. **“What Architectural Firm has been selected and is currently working on the Project?”**

LLB Architects

2. **“Please confirm, the Cost Proposal is to be included in the proposal package and not in a separate sealed envelope.”**

The Cost Proposal is to be provided on the Bid Form (Appendix A) and attached to the front of the proposal package, not in a separate envelope.

3. **“Please confirm, debarment and suspension certification, equal employment opportunity certification, certification of bidder regarding section 3 and segregated facilities, section 3 plan certification, and certification of bidder federal labor standards provisions – Davis Bacon Act and Related Act are REQUIRED SUBMISSION FORMS”**

All required forms are included in Appendix A, “Bid Form” and Appendix B, “Bidder Certification and Disclosure Forms”.

None of the forms included in Appendix C are to be submitted with the proposal package. Appendix C is provided as a reference so that bidders can anticipate the provisions that will be required in the contract between the City and the Owner’s Project Manager (OPM), and in contracts with contractors that the OPM will have responsibility for selecting and monitoring.

4. **“I see you mention Conceptual design by the end of August 2023. When do you anticipate the OPM to start services?”**

Because of the strategic importance of this project, we would expect the OPM to be available on or before October 2023.

5. **“Can you please advise who the architect you are currently working with, and would you be willing to share the preliminary conceptual plans?”**

The City is working with LLB Architects. Preliminary conceptual plans are not yet available.

6. **“Has there been any preliminary testing done within the building to see if there are any hazards or contaminants?”**

A suspect asbestos-containing materials (ACM) and hazardous materials inspection of the property has been conducted. The scope of work was to conduct an inspection to identify and quantify suspect ACM, lead based paint (LBP), polychlorinated biphenyls (PCBs), and visually identify hazardous materials located in the building. The following summaries of the inspection are for informational purposes only and are not intended for use as an abatement plan:

- *ACM: no positive interior samples; positive exterior samples in tar; it is possible that additional suspect ACM will be encountered. Prior to disturbance, any work must be conducted in accordance with a project design as prepared by a licensed Asbestos Abatement Project Designer. The ACM identified must be abated by a Rhode Island licensed asbestos abatement contractor.*
- *LBP: Based on EPA and OSHA criteria, none of the samples exceed 1.0 mg/cm² or 0.5% by weight. However, one (1) sample does have a detectable level of lead. Those components/colors not tested, or in locations not inventoried, should be sampled for lead content prior to disturbance that may cause airborne release of lead. Components identified to contain the presence of lead should not be disturbed in an uncontrolled manner. Renovation or demolition activities that disturb surfaces that contain lead must be conducted in accordance with the OSHA regulation 29 CFR 1926.62. In addition to the worker protection requirements stipulated by OSHA, RIDEM and the USEPA regulate the disposal of wastes that are potentially hazardous.*
- *PCBs: None of the samples contain levels of PCBs in excess of the USEPA Toxic Control Substances Act (TSCA) limit of 50 mg/kg.*
- *Other Hazardous Materials Survey: The visual survey for hazardous materials identified mercury-containing light tubes, di (2-ethylhexyl) phthalate (DEHP)-containing light ballasts, mercury containing thermostats and switches, tritium and lithium batteries, americium-containing smoke detectors, refrigerants, and other hazardous materials. No hazardous materials sampling or analysis was conducted as part of the survey. Prior to removal, light tubes, ballasts, compact florescent bulbs, lead and tritium batteries, thermostats and switches will require proper handling, removal, transportation and off-site recycling/reclamation. Old paints, refrigerants etc. will require handling and disposal in accordance with federal and state regulations.*
- *The findings are limited to the information available at the time of the field survey and the scope of services. No subsurface soil or groundwater sampling and analysis was performed.*

7. “Would you be opposed to virtual meetings whenever possible to save on fee? Would we be able to add this as an alternative?”

The City is not opposed to some meetings being virtual when deemed appropriate. This issue should be addressed in the description of the proposed approach to the project and the cost proposal.

8. “Is the parking lot in the back of the building available to you, if not, is there parking for this building available nearby?”

There appears to be sufficient room for 3-4 accessible parking spaces behind the building, depending on in-progress programming and regulatory considerations.

9. “Would you be willing to share your current programming for the building if it is available?”

Programming for the building is still in progress. Uses currently being considered include: a Resource Center for providing access to existing services such as Behavioral & Mental Health,

Juvenile Services, Food Insecurity, Substance Use/Harm Reduction Education & Resources, and Domestic Violence Prevention; a Food Pantry; Wellness Resources, Equipment for exercising, Group Classes (Yoga, Zumba, etc.); After school programming space for children in grades 3-12, STEAM programs; Senior programming (arts & crafts, exercise classes, group outings, meal site nutrition programs, etc.)

- 10. “Please consider amending item 5. Generally, the Architect generates the AIA contracts for Construction as they have the software licenses, list of all dated Contract Drawings, Specifications, etc. and the Construction Contract form will be in the Project Manual they produce. The OPM would assist by providing the language relative to funding sources as stated.”**

The Architect can draft the AIA construction contract for the review, editing, and final approval by the City. The OPM will ensure that contracts include all provisions needed to comply with all funding sources.

- 11. “In item #6, the Architect will include the Davis-Bacon Act Wage Determination Sheets as provided by the State of Rhode Island. The OPM's role is to ensure the Contractors are submitting Certified Payroll Affidavits in a timely manner.”**

The OPM will be responsible for the administration and review of prevailing wage requirements as well as making sure certified payrolls are submitted on time.

- 12. “Also, in item #6, the language is vague as it relates to the phrase "opening of El Centro". Please confirm that the OPM will have no role in Move Management or procuring and managing delivery, placement or installation of Furniture Fixtures and Equipment. Generally, this would be the responsibility of the Agency partners that will be providing the myriad of services.”**

The OPM will have no role in Move Management or procuring and managing delivery, placement or installation of Furniture, Fixtures, and Equipment.



City of Central Falls Invitation to Bid

The City of Central Falls is requesting bids for the following goods and services:

Owner's Project Management Services for El Centro Community Center - RFP #2023- 0013

Specifications and instructions to bidders are available on our website at www.centralfallsri.us or at the Office of the City Clerk/Purchasing Agent, 580 Broad St., Central Falls, Monday - Thursday between the hours of 8:30 A.M- 4:30 P.M. and Friday between the hours of 8:30 A.M. – 1:30 P.M.

It is the responsibility of the bidder to check the website for any addendums. It is the responsibility of the bidder to ensure compliance with all federal, state and local laws and regulations.

The City of Central Falls reserves the right to accept or reject any and all bids/proposals, waive any informalities in the bids received, and award the bid to the lowest evaluated bid deemed most favorable to the interest of the City.

All bids shall be sealed in envelopes with the project name and number clearly marked in the lower left-hand corner of the envelope and must be received by 4:00 pm in the Office of the Purchasing Agent on September 7, 2023. **NO BIDS WILL BE ACCEPTED AFTER 4:00 pm.**

The City of Central Falls adheres to a policy of nondiscrimination and does not discriminate based on age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations.

Alberto DeBurgo
Purchasing Agent/City Clerk

Dated: August 16, 2023

REQUEST FOR PROPOSAL: Owner’s Project Management Services for El Centro Community Center RFP # 2023-0013

The City of Central Falls is hereby soliciting sealed bids for the above-referenced Request for Proposal, and as a vendor registered with Ocean State Procures for MPA 430, you are hereby invited to submit a proposal for the Scope of Work described in this RFP in accordance with the procedures set forth herein.

1. Purpose

The City of Central Falls is seeking Owner’s Project Management Services to manage the operations and logistics of transforming the historic 702 Broad Street¹ building into a newly established “El Centro of Central Falls”, a one-stop centralized, culturally responsive community resource where all Central Falls residents and employees can meet and/or connect with providers of mental health, wellness, fitness, educational, workforce development, and other wraparound supports. El Centro will also include spaces for senior, after school, and fitness programs, as well as for community meetings, a marketplace food pantry, and the City’s Office of Constituent Services and Health.

2. Due Date, Submitting Instructions, and Opening of Proposals

Proposals, including the signed “Bid Form” (Appendix A) and signed “Bidder Certification and Disclosure Form” (Appendix B) and all information described in Attachment B, “Content Required for Proposal”, are due and must be submitted to the City of Central Falls Purchasing Agent IN A SEALED ENVELOPE NO LATER THAN 4:00 pm on September 7, 2023. NO RESPONSES WILL BE ACCEPTED AFTER THAT TIME.

A Bid submitted on other than the attached Bid Form may be rejected.

a. Bidders shall submit:

- one hard copy of the complete proposal with original signatures on forms
- four (4) hard copies of the complete proposal
- a digital copy of the complete proposal on a USB flash drive

b. Sealed bids must be addressed to:

City of Central Falls Purchasing Agent
City Hall
580 Broad St.

¹ *The Rhode Island Historic Preservation and Heritage Commission views the property as ‘potentially eligible’ for future (possible) addition to the National Register (as the current status is listed on the Register).

Central Falls, RI 02863

- c. The lower left corner of envelope must contain the following identification:
SEALED BID - OPM Services for El Centro
RFP #2023-0013
- d. Bids will be publicly opened and read in the City Hall Council Chambers at 4:45 pm on September 7, 2023, by the Central Falls Purchasing Board.

3. Questions, Interpretation, and Addenda

No interpretation on the meaning of this RFP will be made to any Respondent orally. All questions or requests for additional information regarding this RFP must be submitted in writing to the Central Falls Purchasing Agent no later than 12:00 p.m. on Thursday, August 24, 2023, via email to adeburgo@centralfallsri.us. Questions received after that time will not be addressed.

All submitted questions and the written response to each, as well as any changes to or clarification of this RFP, will be available as an addendum posted to the City of Central Falls website (<https://www.centralfallsri.gov/rfps>) on or before 12:00 p.m. on Tuesday, August 29, 2023.

Potential proposers are responsible for checking the City's website to determine whether any addenda have been issued. Proposers must acknowledge receipt of all addenda on the proposal response form to be submitted with the proposal package.

4. RFP Bid Documents

In addition to these first three pages of the RFP, the RFP Bid Documents include:

- ATTACHMENT A – Scope of Work (pages 4-5)
- ATTACHMENT B – Content Required for Proposal (pages 6-7)
- ATTACHMENT C – Evaluation of Proposals (pages 8-9)
- ATTACHMENT D – Instructions to Bidders (pages 10-17)

- APPENDIX A – Bid Form (pages 18-21)
- APPENDIX B – Bidder Certification and Disclosure Forms (pages 22-30)
- APPENDIX C – Federal Contract Provisions (beginning on page 31)

ATTACHMENT A**SCOPE OF WORK**

Background and Context: The City acquired the 3-story (plus basement) ca. 1900 former commercial building at 702 Broad Street for conversion into the newly established “El Centro of Central Falls”, a one-stop centralized, culturally responsive community resource where all Central Falls residents and employees can meet and/or connect with providers of mental health, wellness, fitness, educational, workforce development, and other wraparound supports. El Centro will also include spaces for seniors, after school, and fitness programs, as well as for community meetings, a marketplace food pantry, and the City’s Office of Constituent Services and Health.

The Executive Director of El Centro (a newly created position within the City’s Office of Constituent Services and Health that will ultimately oversee day-to-day operations), with initial input from agencies who will potentially provide services at El Centro, and the Project Architect are presently working with the Mayor’s Office and other City departments to determine the programming needs for El Centro and how the building can best accommodate those needs. The Project Architect has assessed the building’s conditions and has developed preliminary concept plans based on the programming discussions to date. In the coming weeks, further discussions with service providers will lead to a refined conceptual design.

The current estimated timeline (to be reviewed and revised as needed by the Owner’s Project Manager) is to complete the conceptual design by the end of August 2023, complete the final design in the spring of 2024, break ground in summer 2024, and complete construction by November 2025. The Executive Director will work directly with the Project Architect and Owner’s Project Manager throughout the pre-construction and construction stages, with periodic updates to and input from an Advisory Committee, to ensure that design and construction will meet the proposed programming needs. The Advisory Committee is expected to include the Executive Director, the Mayor’s Office, other City departments, service providers, recipients of services, and other stakeholders.

The preliminary estimate of renovation hard costs based on the building’s square footage is \$5.1 million, including new elevators and compliance with fire and ADA regulations. An estimate based on the forthcoming revised conceptual design will be prepared in the coming weeks. Approximately \$4 million has been secured to date, with another \$2 million pending. Additional funds are being sought. Funding includes Community Development Block Grant (CDBG) funds, Congressionally Directed Spending, American Rescue Plan Act (ARPA) funds, a private foundation, and other State funding.

Scope of Work

The Owner's Project Manager shall:

1. Prepare a project schedule and management plan for review and approval by the City.
2. Support the Project Architect in refining the conceptual design and advancing the concept through increasingly detailed stages of design.
3. Draft a budget (based on the forthcoming construction estimate to be prepared by a 3rd-party estimator from updated conceptual design) and project schedule with input from the Project Architect, Estimator, and the Executive Director for review and approval by the City.
4. Support the project architect in the preparation of construction bid documents. Support the City's Purchasing Agent throughout the bid process.
5. Identify qualified contractors and make recommendations to the City. Draft contracts for review by the City's Purchasing Agent, Law Department, Finance Department, and Planning Department. Contracts shall include all provisions needed to comply with all funding sources, including but not limited to CDBG funds, Congressionally Directed Spending, ARPA funds and all city, state and federal laws.
6. Manage and coordinate all contractors associated with the building and opening of El Centro. Ensure that all contractors meet hiring, wage, and other requirements for publicly funded projects and specific funding sources.
7. Prepare all written reports, checklists, legal notices, and other documents required to ensure compliance with federal and state requirements related to the establishment of El Centro.
8. Establish and maintain project files and prepare all documentation and reports required for administration of all federal and state grants and other funds, including but not limited to CDBG funds, Congressionally Directed Spending, and ARPA funds.
9. Review all proposed project expenditures to ensure their propriety and proper allocation to the project budget.
10. Schedule and facilitate the pre-construction conference and periodic construction progress meetings, including:
 - a. Bimonthly (twice per month) meetings with the El Centro of Central Falls Advisory Committee.
 - b. Monthly meetings with the Mayor of Central Falls or her designated representatives.
11. Attend City Council meetings to provide project status reports and represent El Centro of Central Falls at any other public meetings deemed necessary.
12. Prepare all required performance reports and closeout documents and assist the City of Central Falls with the determination of applicable audit requirements.

ATTACHMENT B

CONTENT REQUIRED FOR PROPOSAL

Proposals must include:

- the Bidder Certification and Disclosure Forms (Appendix A)
- the Bid Form (Appendix B), and
- all information described in this Attachment B:
 - Background and Qualifications
 - Relevant Project Experience and References
 - Description of Proposed Services and Project Approach
 - Cost Proposal

The Proposer must present the following information to describe and demonstrate how they will meet the requirements of this RFP and carry out the responsibilities outlined in the Scope of Work. The proposal should be presented in a format that corresponds to, and references, the responsibilities outlined in the Scope of Work. Proposals should be straightforward and concise. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer, including a cost proposal. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

a) Background and Qualifications. Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract for no less than three (3) years. Proposer must provide a company profile that includes the following information.

1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
2. Location of the company offices.
3. Number of employees both locally and nationally.
4. Location(s) from which employees will be assigned.
5. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
6. Company background/history, the types of services provided, and why Proposer is qualified to provide the services described in this RFP.
7. Length of time Proposer has been providing the types of services described in this RFP. Please provide a brief description, including a description of experience working in multi-racial and multi-lingual communities and experience conducting remote meetings.
8. Resumes for key staff to be responsible for performance of any contract resulting from this RFP, and a brief description of the role(s) to be performed by each.
9. Plan for utilizing MBE and WBE firms in accordance with city, state and federal law and any relevant company background and/or history in MBE and WBE utilization on similar projects.

Proposer must include in their proposal a complete disclosure of any alleged significant

prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City of Central Falls reserves the right to reject any proposal based upon the Proposer's prior history with the City of Central Falls or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

b) Relevant Project Experience and References. It is the intention of the City of Central Falls to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience and ability to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To this end, each Proposal shall be supported by a statement of the Proposer's relevant experience, which shall include:

1. A listing of all similar projects your firm has conducted during the past five years.
2. Descriptions of the work your firm has completed to deliver similar services for three (3) projects for a municipal or other governmental unit within the last five years, with particular interest in projects that serve as community centers, provide access to health and social service providers, and/or provide age-oriented programs (e.g., school-aged youth, seniors). Descriptions shall include the name of the entity for which the Proposer performed the work, the beginning and end dates of each project, and the contract amount.
3. A minimum of three (3) references from similar projects performed for any local government clients within the last five years. Information provided shall include:
 - a. Client/Business name
 - b. Project description
 - c. Project dates (starting and ending)
 - d. Client/Business project manager name and telephone number
4. A complete listing of all projects currently under contract and the estimated completion date for each project.

c) Description of Proposed Services and Project Approach. A description of the firm's proposed approach to completing this project, including a management plan and the complete range of services to be provided, that demonstrates a clear understanding of the project and the Scope of Work.

d) Cost Proposal. Cost proposals are to be provided on the Bid Form (Attachment B) and shall include:

1. Monthly lump sum for all services
2. Estimated total cost of services for the project. Include the basis for this estimate, including any assumptions made.
3. Hourly rates for each person/position who will contribute to the project, and an estimate of the amount of time each will spend on the project.
4. Unit prices for costs of materials, travel, etc.

ATTACHMENT C

EVALUATION OF PROPOSALS

Each Proposer shall be skilled and regularly engaged in the general class or type of work described in the Scope of Work for no less than three (3) years. It is the intention of the City of Central Falls to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the City of Central Falls will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress.

Proposals must include all forms and all information described in Attachment B, "Content Required for Proposal". The City of Central Falls will review and evaluate each proposal using the weighted criteria listed below and may choose to interview a shortlist prior to making a final selection. The City may choose to accept and award the bid to the lowest evaluated bid deemed most favorable to the interest of the City. In selecting the Proposer offering the most advantageous proposal, consideration will be given not only to cost but also to the general competency of the Proposer as demonstrated in their proposal.

Evaluation Criteria:

An evaluation committee will review and evaluate each submitted proposal in accordance with the requirements of this RFP. The evaluation will include weighted criteria detailed below. If further information is desired, vendors may be requested to make additional written submissions or oral presentations to the City. The following weighted criteria will be utilized to select the consultant awarded this contract:

Criterion	Points
Firm Scope and Capacity	10
Firm Qualifications and References	20
Support Staff Qualifications & Experience. Customer Service guidelines/response time.	10
Project Understanding and Approach	10
Cost Proposal	50
TOTAL	100

The City of Central Falls' Purchasing Board will select a Project Manager based upon the recommendation submitted by the evaluation committee. Following the notification of the firm selected, it is expected a contract will be executed between the parties.

A firm's submission of a proposal indicates acceptance of the conditions contained in this Proposal Specification unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Central Falls and the firm selected.

ATTACHMENT D

INSTRUCTIONS TO BIDDERS (FOR CONSTRUCTION/SERVICES)

1. Submission of Bids

- a. Envelopes containing bids must be sealed, addressed, and marked as indicated on the Invitation to Bid and must be marked with the name and address of bidder, date and bid due time, and name of bid, along with RFQ number.
- b. Bids will be open on September 7, 2023, at 4:45 pm in the Central Falls Council Chambers located in the second floor of the Central Falls City Hall, 580 Broad Street, Central Falls, RI 02863, and no bid received thereafter will be considered. The Purchasing Agent reserves the right to waive any informality in the bidding process.
- c. Any bidder may withdraw his/her bid by written request at any time prior to the advertised time for opening. Telephonic bids, amendments, or withdrawals will not be accepted.
- d. Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it has been opened.
- e. Proposals received prior to the time of opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a proposal not properly addressed and identified.
- f. Any deviation from the Specifications must be noted in writing and attached as part of the bid proposal. The Bidder shall indicate the item or part with the deviation and indicate how the bid will deviate from Specifications.
- g. Proposals that are renumbered or re-sequenced may be cause for rejection if all information cannot be easily found and identified. Bidders wishing to reword or re-format the enclosed documents should do so in an addendum identifying the pages or sections to be changed.

2. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. If there is a discrepancy between the unit prices and the extended totals, the unit prices shall govern. In the event, there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.

3. Terms

Cash discounts offered will be considered in determining awards. The discount period shall be computed from the date of delivery or from the correct invoice as received by Town Treasurer, whichever date is later. The date of delivery shall be construed to mean the date on which bid item is determined to meet the

specifications and is therefore acceptable. Discounts for a period less than thirty (30) days may not be considered. Payment terms are net 30.

4. Qualification of Bidders

The City may make such investigations as it deems necessary to determine the ability of the bidder to perform the work. The bidder shall furnish the town with all such information and data for the purpose as may be requested.

5. Addenda and Interpretations

No interpretation on the meaning of the Plans, Specifications or any other Contract Document will be made to any bidder orally. Every request for such interpretations must be in writing. All questions pertaining to the specifications or proposal procedure should be first directed to the Purchasing Agent. Where information from the Purchasing Agent differs from information from any other source, the information from the Purchasing Agent prevails. The City is not responsible for information obtained from any other source. It is the responsibility of the Bidder to check the website for any and all information regarding the request to bid.

6. Award and Contract

Unless otherwise specified, the City of Central Falls reserves the right to make award by item or items, or by total, as may be in the best interest of the City; accept a proposal based on considerations other than costs; and waive and modify any provisions of the request for proposal. A written award (or acceptance of Bid) mailed (or otherwise furnished) to the successful bidder followed by an authorized Contract shall, unless otherwise specified, be deemed to result in a binding contract without further action by either party. The Bidder is responsible for all costs and expenses to develop and submit a proposal in response to the solicitation.

7. Equal Employment Opportunity Policy Statement

For the purposes of this Policy, the term “vendor” shall mean any and all individuals, companies, corporations, and business entities that provide goods or services to the City of Central Falls pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The City of Central Falls is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the City with goods and services necessary for routine and emergency operations. The City of Central Falls will not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, sex, marital status, national origin, physical or mental disability, Veteran’s status, pregnancy, sexual orientation, genetic conditions, predisposition to certain diseases, or ancestry, except where a bona fide occupational qualification exists.

8. Small, Minority, and Women-Owned Businesses

The City of Central Falls encourages the use of small, minority, and women-owned businesses whenever practical and possible. Businesses interested in receiving consideration by the city must be certified through the RI Minority Business Enterprise Compliance Office, One Capitol Hill, Providence, RI 02908.

9. Standard Insurance and Indemnification Requirements (for Construction/Labor Services)

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- A. **Certificates of Insurance:** The contractor will give the owner a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: City of Central Falls Purchasing Officer. Failure of the owner to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the owner to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.
- B. **Insurer Qualification:** All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/ VIII.
- C. **Additional Insured:** To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the owner and owner's architects, directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.
- D. **Retroactive Date and Extended Reporting Period:** If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.
- E. **Subcontractors' Insurance:** The contractor will cause each subcontractor employed by the contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies

of certificates of insurance evidencing coverage for each subcontractor.

- F. **Waiver of Subrogation:** The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against owner, architect, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
- G. **Indemnification/Hold Harmless:** The contractor shall indemnify, defend, and hold harmless the owner and, if applicable, the engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the owner, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, 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 they are caused in part by a party indemnified hereunder.

Insurance Limits and Coverage:

- A. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.
- B. If the contractor has self-insured retentions or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be the contractor's sole responsibility.
- C. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

- Minimum Limits: \$1,000,000 each occurrence
- \$2,000,000 each occurrence if blasting is required
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate
- \$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

- 1) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
- 2) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- 3) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the use of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

- D. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: \$1,000,000 combined single limit each accident

- E. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability.

Minimum Limits:

Workers' Compensation: statutory limit

Employer's Liability:

\$500,000 bodily injury for each accident

\$500,000 bodily injury by disease for each employee

\$500,000 bodily injury disease aggregate

- F. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. The City of Central Falls shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.

Minimum Limits: \$5,000,000 per occurrence/\$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of

the Workers Compensation Coverage.

- G. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services).

Each Claim/Wrongful Act:	\$1,000,000
Annual Aggregate	\$1,000,000

The City of Central Falls reserves the right to amend amounts of coverage required and type of coverages provided based on work or service to be performed.

10. Labor Regulations

The following paragraphs regarding nondiscrimination in employment shall be included and become part of these Specifications:

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with Executive Order No. 11246.
- b. Bidders must, if required, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive award of the Contract.
- c. Successful bidders must, if required, submit a list of all subcontractors who will perform Work on the Project, and written signed statements from authorized agents of labor pools with which they will or may deal with for employees on the Work, together with any information to the effect that such labor pools practices or policies are in conformity with Executive Order No. 11246; that they will affirmatively cooperate in or offer no hindrance to the recruitment, employment, and equal treatment of employment, and equal treatment of employees seeking employment and performing Work under this Contract; or a certification as to when such agents or labor pools have failed or refused to furnish them, prior to award of the Contract.

11. Wage Rates (for on-site construction labor services)

Attention of the bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the Contract. In conformity with the provisions of Chapter 13 of Title 37, General Laws, Rhode Island, 1956, as amended, the minimum wages for a day's work paid to craftsmen, teamsters and laborers shall be not less than the customary and prevailing rate of wages for a day's work in the locality where the work is undertaken. Such a schedule of wages has been established on a minimum hourly basis and is in file in the office of the State Department of Labor. See Appendix B.

12. Compliance with Instructions to Bidders

These Instructions to Bidders contain terms and conditions that will govern the

preparation and submission of a bid proposal and any contract awarded pursuant to this solicitation. Bidders must comply with each and every requirement of these Instructions to Bidders. Any failure to comply with any requirement may result in the determination of nonresponsive bid proposal and/or the rejection of the bid proposal.

13. **Priority of Terms and Conditions**

The terms and conditions in these Instructions to Bidders *supersede* any and all inconsistent or conflicting terms and conditions in any other provision of any other document in this solicitation or in the bid proposal and govern this solicitation, the bid proposal, and any contract awarded pursuant to this solicitation.

14. **Public Copy**

Bid proposals submitted in response to this solicitation are public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. Each bid proposal must include a "public copy" to be available for public inspection upon the opening of bids. The public copy must be submitted in .pdf (portable document file) format on a *read-only* CD-R media disk or Flash Drive. The disk must include *all the documents* submitted in response to the solicitation concatenated or merged into one file.

The public copy disk must be separately enclosed in a protective cover clearly marked "Public Copy" and include the following information: (1) Solicitation Title; (2) name of bidder; (3) Solicitation Number; and (4) bid proposal submission deadline.

The .pdf file must be named in the following manner:

Solicitation Number Bid Proposal Submission Deadline_BidderName.pdf

Bidders may redact in the public copy any trade secrets or commercial or financial information which is of a privileged or confidential nature pursuant to the Access to Public Records Act. If a "hard" public copy is furnished at time of bid, the bidder may follow up with the disk copy before the end of the business Bid Due Date day. Bids may be opened publicly in City Hall shortly after Bid receipt.

15. **Binding Contract**

A binding, negotiated contract between the City of Central Falls and the successful bidder will be formed by the issuance of the Central Falls Standard Agreement from the Purchasing Department, *and only by the issuance of a Purchase Order for billing purposes, and only to the extent of available funds.* The binding contract will incorporate and be subject to the terms and conditions of the solicitation, including the Invitation to Bid, the Instructions to Bidders, the Request for Quote, the Bidder Certification Form, the Agreement (if applicable to this solicitation), and the Purchase Order. The successful bidder shall

be authorized to commence work only upon the issuance of the Notice to Proceed or Contract and, in addition, an authorization from the department.

16. DISCLAIMER

- a. The City reserves the right to amend, cancel or withdraw the Request for Proposal at any time if it is deemed in the best interests of the City to do so. The City reserves the right to reject any, or any part of, or all proposals, to waive informalities and technicalities, and to accept that bid proposal which the City deems to be in the best interest of the City, whether or not it is the lowest dollar bid.
- b. The City is not responsible for any costs/expenses incurred by anyone submitting a proposal for this project. Costs/expenses are the sole responsibility of the parties submitting proposals.
- c. All proposals submitted, and information included therein or attached thereto shall become public records upon their delivery to the City. All documents created by the respondent during the completion of their contract requirements shall become the property of the City, including any databases and information systems that are created.
- d. The information contained in this RFQ and attachments, hereto, and any addendum that may be issued, are provided to assist prospective Bidders in the preparation of proposals. The information has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective Bidders.

APPENDIX A

BID FORM

“THIS FORM MUST BE COMPLETED, ATTACHED TO THE FRONT OF THE PROPOSAL, AND SUBMITTED AS INSTRUCTED”

RFP NUMBER: 2023 – 0013

RFP NAME: Owner's Project Management Services for El Centro Community Center

Bid Submitted by (Name of Firm): _____

- *Monthly Lump Sum:* The Bidder stated below agrees to provide all labor, materials, equipment, supervision and all activities required to provide the scope of work as defined in the above referenced Request for Proposal, for the Sum amount:

_____ (\$ _____) *per month.*

NOTE: Bidders must include in their lump sum all costs associated with travel expenses, computer equipment costs, cell phone costs, office supplies, such as copy paper, etc.

- *Estimated Total Cost:* The Bidder **estimates their total cost** to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work services as defined in the above referenced Request for Proposal for the duration of their work on the project to be:

_____ (\$ _____)

This estimate is based on the following (attach additional pages if needed):

NOTE: Bidders must include in their estimates all costs associated with travel expenses, computer equipment costs, cell phone costs, office supplies, such as copy paper, etc.

▪ **UNIT PRICES**

The Bidder submits these predetermined firm Unit Prices as the basis for any change orders as approved in advance by the City. These Unit Prices include all costs, including but not limited to labor, materials, services, regulatory compliance, insurance, overhead, and profit. If a specific item or task is not noted in the description, the cost of that item must be included in an item listed below. Note: some items identified may not be referenced in this scope but are listed for potential substitutions and/or for potential items to be used within the allowance budget.

Staffing: Please provide a list of staff members who will be assigned to tasks outlined in the Scope of Work and the rate for each (attach additional pages of needed):

Staff Title/Role	Hourly Rate	Weekly Rate	Monthly Rate

Other: Please provide a list of other potential costs (materials, travel, etc.) (attach additional pages of needed):

Description	Unit Cost

The below stated Bidder agrees to provide all labor, materials, equipment, supervision and all activities required to provide a complete scope of work as defined in this Request for Proposal, and to agree to all terms and conditions, all as shown or by reference, unless as excluded below:

EXCLUSIONS:

This Request for Proposal, together with all documents, specifications, drawings, and documents/attachments/Addendums, are included and constitute the entire proposal from the bidder. There are no terms, conditions, or provisions, either oral or written, between the parties hereto, other than those contained herein. The Request for Proposal supersedes all written representation, inducements, or understandings of any kind or nature between the parties hereto, relating to the project involved herein. Payment Terms are net 30 days for this scope of work.

The bid price above, excludes applicable sales and or use taxes; includes all insurance premiums; and includes all shipping/transportation costs, if applicable.

The submitted pricing for this scope of work shall remain firm for 90 days from date of submission.

[Proposer to Sign On Next Page]

The signature below certifies that the undersigned is authorized to submit this proposal on behalf of the Respondent and to bind the Respondent to the provisions of its response. Further, the signature certifies that:

- The undersigned has reviewed all required documents submitted with the response form.
- The undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of a response to this bid.
- If selected to perform the work, the undersigned will act in good faith to complete projects as part of this effort in an expeditious manner.

Company Representative

Company Name: _____

Address: _____

Telephone: _____

Email: _____

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

APPENDIX B

BIDDER CERTIFICATION AND DISCLOSURE FORMS

“THIS FORM MUST BE COMPLETED, ATTACHED TO THE PROPOSAL AFTER THE BID FORM, AND SUBMITTED AS INSTRUCTED”

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS, PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to read, sign, and comply with all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Rules for Submitting Offers

This Certification Form must be attached in its entirety to the front of the offer and shall be considered an integral part of each offer made by a vendor to enter into a contract with the City of Central Falls. As such, submittal of the entire Bidder Certification Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agreed to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/RFQ number, date and time of the due date marked in the lower left-hand corner of the envelope. Each bid/offer must be submitted in an envelope.

A complete signed (in ink) offer package must be delivered to the City of Central Falls Purchasing Agent at the location indicated within the bid by September 7, 2023, at 4:00 pm in a sealed envelope.

Bids must be submitted on the bid solicitation form(s) provided, indicating brand and part numbers of items offered, as appropriate. If applicable, Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Documents misdirected to other City locations, or which are not present in the City of Central Falls Purchasing Office by the due date and time for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission. The City of Central Falls reserves the right to reject any and all proposals, to waive any informality in the proposals received, and to accept the proposal deemed to be most favorable to the best interests of the City.

SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the website for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the website has been severely curtailed and it is determined by the Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an internet solicitation is unsuccessful, the City of Central Falls will cancel the original solicitation and re-solicit the original offer directly from vendors.

PRICING. Offers are irrevocable for ninety (90) days from the opening date (or such other extended period set forth in the solicitation), and may not be withdrawn, except with the express permission of the Purchasing Agent. All pricing will be firm and fixed unless otherwise indicated. (R.I. Sales Tax under the 1956 General Laws of the State of RI, 44-18-30 Para 1, as amended.) The City of Central Falls is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price.

DELIVERY and PRODUCT QUALITY. If applicable, all offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at the vendor's expense. **PRICES QUOTED ARE FOB DESTINATION.** No additional shipping, handling, or fuel surcharge costs will be honored by the Town/ School. Only inside delivery and set-up, where required, will be accepted. **TAILGATE DELIVERIES WILL BE REFUSED.** Deliveries must consist only of new merchandise or equipment (unless otherwise specified) and shall be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. No delivery shall become due or acceptable without an authorized Purchase Order issued by the Purchasing Agent.

PREVAILING WAGE, OSHA SAFETY TRAINING and APPRENTICESHIP REQUIREMENTS. Bidders must comply with the provisions of the Rhode Island labor laws, including R.I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R.I. Gen. Laws §§ 28-20-1 et seq. These laws mandate *for* public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

BID SURETY. Where bid surety is required, for construction/labor services, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered. Contractor awarded a contract with a contract price in excess of fifty thousand dollars (\$50,000) for construction, buildings or public works is to file with the proper authority good and sufficient bond with surety furnished by any surety company authorized to do business in the State of Rhode Island and in accordance with Chapter 13 of the General Laws of Rhode Island entitled "Labor and Payment of Debts by Contractors".

SPECIFICATIONS. Unless specified "no substitute", product offerings equivalent in quality and performance will be considered (at the sole option of the Town/School) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

VENDOR AUTHORIZATION TO PROCEED. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the City of Central Falls, no claim for payment for services rendered or goods delivered contrary to or more than the contract

terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the City PRIOR to delivery.

Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR pricing agreement made in writing by the City's Purchasing Department, shall be considered a binding contract.

GENERAL TERMS AND CONDITIONS OF CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The General Terms and Conditions are incorporated into all the City of Central Falls contracts.

ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions for Contracts and Sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub. L. No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.

EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 or more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1 of the Rhode Island General Laws also apply.

PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the notice of award.

DEFAULT and NON-COMPLIANCE Default and/or non-compliance with the requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the City of Central Falls.

COMPLIANCE Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.

SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the City/City's Insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the Risk Manager at the City of Central Falls.

PUBLIC COPY. Each bid proposal for a *public works project* must include a "public copy" to be available for public inspection upon the opening of bids. Bid Proposals that do not include a copy for public inspection will be deemed nonresponsive.

For further information on how to comply with this statutory requirement, see R.I. Gen. Laws §§ 37-2-18(b) and (j). Also see State of Rhode Island Procurement Regulation 220-RICR-30-00-5.11. These may be found at <https://ridop.ri.gov/about-us/procurement-statutes-and-regulations>

ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS:

Offerors must respond to every disclosure statement and submit with your proposal. A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N):

___1 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense with the previous five (5) years. If so, then provide details below.

___2 State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below.

___3 State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below.

___4 I/we certify that I/ we will immediately disclose, in writing, to the Purchasing Agent any potential conflict of interest which may occur during the course of the engagement authorized pursuant to this contract.

___5 I/we acknowledge that, in accordance with (1) Chapter §37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department of Administration or made under general regulations which the Purchasing Agent may prescribe," including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2 any alleged oral agreement or arrangements made by a bidder or contractor with any department or an employee of the City of Central Falls may be disregarded and shall not be binding on the City of Central Falls.

___6 I/we certify that I or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and, should my/our license lapse or be suspended, I/we shall immediately inform the City of Central Falls Purchasing Agent in writing of such circumstance.

___7 I/we certify that I/ we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and, should my/our insurance lapse or be suspended, I/we shall immediately inform the City of Central Falls Purchasing Agent in writing of such circumstance.

___8 I/we certify that I/we understand that falsification of any information herein or failure to notify the City of Central Falls Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud.

___9 I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer.

___10 I/we acknowledge that I/we understand the State's Purchasing Laws (§37-2 of the General Laws of Rhode Island) and General Terms and Conditions available at the Rhode Island Division of Purchases Website (<https://ridop.ri.gov>) apply as the governing conditions for any contract or purchase order I/we may receive from the City of Central Falls including the offer contained herein.

___11 I/we certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. laws § 37-2.5-3, as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

___12 If the product is subject to Department of Commerce Export Administration Regulations (EAR) or International Traffic in Arms Regulations (ITAR), please provide the Export Control Classification Number (ECCN) or the US Munitions List (USML) Category: _____

___13 I/we certify that the above information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1- 3 OR IF YOU ARE UNABLE TO CERTIFY YES TO QUESTIONS #4 -11 and 13 OF THE FOREGOING, PROVIDE DETAILS/EXPLANATION IN AN ATTACHED STATEMENT. INCOMPLETE CERTIFICATION FORMS SHALL BE GROUNDS FOR DISQUALIFICATION OF OFFER.

Signature below commits vendor to the attached offer and certifies (1) that the offer has taken into account all solicitation amendments, as specifically identified below, (2) that the above statements and information are accurate, and (3) that vendor understands and has complied with the requirements set forth herein.

The undersigned Respondent acknowledges reading the following Addendum(s):

RFP Number: 20230013

RFP Name: Owner's Project Management Services for El Centro Community Center

Proposal Submitted by (Name of Firm): _____

Person authorized to enter into contracts on behalf of the proposer:

- Printed Name: _____
- Title: _____
- Telephone Number: _____
- Authorized Signature: _____

Date of Signature: _____

ANTI-KICKBACK ACKNOWLEDGMENT

ALL BIDDERS/OFFERORS MUST ATTEST TO THE FOLLOWING:

The vendor acknowledges, under the pains and penalties of perjury, that he/she has not been offered, paid, or solicited for any contribution or compensation, nor has he/she been granted a gift, gratuity, or other consideration, either directly or indirectly by any officer, employee or member of the governing body of the City of Central Falls who exercises any functions or responsibilities in connection with either the award or execution of the project to which this contract pertains.

Further, the vendor acknowledges, under the pains and penalties of perjury, that he/she has not offered, paid, or solicited by way of any contribution or compensation, nor has he/she granted a gift, gratuity or other consideration either directly or indirectly to any officer, employee, or member of the governing body of the City of Central Falls who exercises any functions or responsibilities in connection with either the award or execution of the project to which this project or contract pertains.

SIGNATURE OF OFFEROR

DATE

TITLE

COMPANY

Title of RFP:



CITY OF CENTRAL FALLS
PURCHASING DEPARTMENT

Certification of Bidder (Non-Discrimination/Hiring):

Upon behalf of _____ (Firm or Individual

Bidding), I, _____ (Name of Person Making

Certification), being its _____ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.

2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on this _____ day of _____ 20_____.

Signature of Representation

Printed Name



CITY OF CENTRAL FALLS
PURCHASING DEPARTMENT

Certificate Regarding Public Records:

Upon behalf of _____ (Firm or Individual Bidding),

I, _____ (Name of Person Making Certification),

being its _____ (Title or "Self"), hereby certify an

understanding that:

All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.

The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.

The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.

If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Central Falls has no obligation to redact those details and bears no liability associated with the information becoming public record.

The City of Central Falls observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

This _____ day of _____ 20_____.

Signature of Representation

Printed Name

APPENDIX C

FEDERAL CONTRACT PROVISIONS

A variety of funding sources, including federal Community Development Block Grant (CDBG) funds, will be used to complete this project. The City and funders require that certain provisions be included in all contracts. This Appendix C is provided as a reference so that bidders can anticipate the provisions that will be required in the contract between the City and the Owner's Project Manager (OPM), and in contracts with contractors that the OPM will have responsibility for selecting and monitoring. The provisions on the 60 pages that follow are not necessarily a complete listing of what will be required in the final contracts.