

### REQUEST FOR QUALIFICATIONS

Item Description: REAL ESTATE CONSULTING AND FACILITY SERVICES RELATED TO THE PROVIDENCE REDEVELOPMENT AGENCY 3-YEAR ON-CALL

Procurement/MinuteTraq #: 48233

**Date to be opened:** 2/24/2025

**Issuing Department**: Providence Redevelopment Agency

#### **QUESTIONS**

- Please direct questions related to the solicitation process, how to fill out forms, and how to submit your application (Pages 1-8) to the Purchasing Department.
  - o Email: <u>purchasing@providenceri.gov</u>
    - Please use the subject line "Solicitation Question"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - o Name: Nick Cicchitelli
  - o Title: Director of Real Estate
  - Email Address: NCicchitelli@providenceri.gov

#### **Pre-submission Conference**

There is no pre-bid conference scheduled for this item.

#### **Deadline for questions submissions:**

Wednesday February 12, 2025, by 4PM.



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### INSTRUCTIONS FOR SUBMISSION

#### **Meeting Date: 2/24/2025**

Responses may be submitted up to **2:15 P.M.** on the above meeting date at the <u>Department of the City Clerk.</u> <u>Room 311, City Hall. 25 Dorrance Street, Providence.</u> At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Conference Room 305, on the 3<sup>rd</sup> floor of City Hall.

- Responders must submit 2 copies of their submission in sealed envelopes or packages labeled with the captioned Item Description and the City Department to which the solicitation is related and must include the company name and address on the envelope as well. (On page 1).
- Only use form versions and templates included in this solicitation.
- The submission envelope and information relative to the solicitation must be addressed to:

Board of Contract and Supply Department of the City Clerk – City Hall, Room 311 25 Dorrance Street Providence, RI 02903

\*\*PLEASE NOTE: This solicitation may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

This information is NOT requested to be provided in your initial solicitation by design.

All responses submitted to the City Clerk become public record. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City's Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **SUBMISSION PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <a href="http://www.providenceri.gov/purchasing/how-to-submit-a-bid/">http://www.providenceri.gov/purchasing/how-to-submit-a-bid/</a>

The submission package MUST include the following, in this order:

- Form 1: Responder's Blank as the cover page/ 1<sup>st</sup> page (see page 5 of this document)
- Form 2: Certification of Responder as 2<sup>nd</sup> page (see page 6 of this document)
- Form 3: Certificate Regarding Public Records (see page 7 of this document)
- Form 4: Affidavit of City Vendor (see pages 8 and 9 of this document)
- Form from the Minority and Women Business Enterprise Program

#### All of the above listed documents are REQUIRED.

\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **NOTICE TO VENDORS**

- 1. The Board of Contract and Supply will make the award to qualified and responsible applicants.
- 2. In determining the responsible applicants, cash discounts based on preferable payment terms will not be considered.
- 3. Where applicants are equally qualified, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
- 4. No submission will be accepted if the response is made in collusion with any other bidder.
- 5. Responses may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
- 6. An applicant who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
- 7. The Board of Contract and Supply reserves the right to reject any and all responses.
- 8. Applications may also be accessed electronically on the internet via the City's Open Meetings Portal.
- 9. Delivery dates must be shown in the application). If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made (if applicable).
- 10. A certificate of insurance will normally be required of a successful vendor.
- 11. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 12. No goods should be delivered, or work started without a Purchase Order.
- 13. Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.
- 14. Applicant must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Form 2.)



### **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

#### FORM 1: Responder's Blank

- 1. Submissions must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
- 2. Responder's submissions must be in ink or typewritten, and all blanks on the form should be completed.
- 3. All responses MUST BE SIGNED IN INK.

| Name of Bidder (Firm or Individual):                |  |
|---|--|
| Contact Name:                                       |  |
| Business Address:                                   |  |
| Business Phone #:                                   |  |
| Contact Email Address:                              |  |
| Agrees to bid on (Write the "Item Descript          | ion" here):  |
| If the bidder's company is based in a state         |  |
| <u>Island</u> , list name and contact information t | for a local agent                                    |
| for service of process that is located within       | n Rhode Island                                       |
| Delivery Date (if applicable):                      |  |
| Name of Surety Company (if applicable):             |  |
| Total Amount in Writing*:                           | Not applicable. This is a Request for Qualifications |
| Total Amount in Figures*:                           | Not applicable. This is a Request for Qualifications |
| If you are submitting a unit price bid, plea        | ase insert "Unit Price Bid"                          |
| Use additional pages if necessary for additi        | ional bidding details.                               |
|   |  |
|   |  |
|   | Signature of Representation                          |
|   |  |
|   | Title  |



#### **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

# **FORM 2: Certification of Responder** (Non-Discrimination/Hiring)

| Upon behalf of (Firm or Individual Responding |  | (Firm or Individual Responding), |   |  |  |
|---|--|----------------------------------|---|--|--|
| I,  |  |                                  | (Name of Person Making Certification),  |  |  |
| being its                                     |  |                                  | (Title or "Self"), hereby certify that: |  |  |
| <ol> <li>2.</li> </ol>                        | Responder does not unlawfully discriminate of sexual orientation and/or religion in its busine All of Responder's employees have been hired local laws, rules and regulations. | ss and hiri                      | ng practices.                           |  |  |
| I af  | firm by signing below that I am duly authorized  | d on behalf                      | of Responder, on                        |  |  |
| this  | day of   | 20                               | <u></u> .                               |  |  |
|   |  |                                  | Signature of Representation             |  |  |
|   |  |                                  | Printed Name                            |  |  |

Printed Name



### **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

### **FORM 3: Certificate Regarding Public Records**

| Upon    | n behalf of   | (Firm or Individual Responding),  |
|---------|---|---|
| I,      |   | (Name of Person Making Certification),  |
| being   | g its   | (Title or "Self"), hereby certify an  |
| under   | rstanding that:   |   |
| 1.      | details outlined on those document  | for Qualification (RFQ's), documents contained within, and the is become public records upon receipt by the City Clerk's office Board of Contract and Supply (BOCS) meeting.  |
| 2.      | . The Purchasing Department and the to request that sensitive/personal in   | e issuing department for this RFQ have made a conscious effort aformation be submitted directly to the issuing department and ecific details is critical the evaluation of a vendor's submission.   |
| 3.      | . The requested supplemental inform   | nation may be crucial to evaluating applications. Failure to disqualification, or an inability to appropriately evaluate  |
| 4.      | . If sensitive information that has no<br>the defined supplemental information<br>packet submitted to the City Clerk. | ot been requested is enclosed or if a Responder opts to enclose<br>ion prior to the issuing department's request in the responding<br>the City of Providence has no obligation to redact those details<br>ith the information becoming public record. |
| 5.      | . The City of Providence observes a required in the application packet i  | public and transparent solicitation process. Information may not be submitted directly to the issuing department at the er to protect other information, from becoming public.  |
| I affii | rm by signing below that I am duly at   | uthorized on behalf of Responder, on  |
| this_   | day of  | 20  |
|         |   |   |
|         |   | Signature of Representation   |
|         |   |   |



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### FORM 4: Affidavit of City Vendor

Per our Code of Ordinances Sec. 21.-28.1 (e), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per <u>R.I.G.L.</u> § 36-14-2, "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

| Name of the person making this affidavit:   |   |
|---|---|
| Position in the "Business"  |   |
| Name of Entity  |   |
| Address:  |   |
| Phone number:   |   |
| The number of persons or entities in your entity  | that are required to report under Sec. 2128.1 (e):  |
| Read the following paragraph and answer on  | e of the options:   |
| are not in writing within the 12 month period pre   | f this bid submission with the City of Providence, or with respect to the contracts that eceding the date of notification that the contract has reached the \$100,000 threshold, calendar year to (please list all persons or entities required under Sec. 2128.1 (e)). |
| a. Members of the Providence City Council?  | □ Yes □ No  |
| • If Yes, please complete the following:  |   |
| Recipient(s) of the Contribution:<br>Contribution Date(s):  | Contribution Amount(s):   |
|   |   |
|   |   |
|   |   |
|   |   |
| <ul> <li>b. Candidates for election or reelection to the I</li> <li>If Yes, please complete the following:</li> </ul> | Providence City Council?   Yes   No   |
| Recipient(s) of the Contribution:   |   |
| Contribution Date(s):   | Contribution Amount(s):   |



## **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

| c. | <ul> <li>The Mayor of Providence? ☐ Yes ☐ No</li> <li>If Yes, please complete the following:<br/>Recipient(s) of the Contribution:</li> </ul>  |  |      |
|----|--|--|------|
|    | Contribution Date(s):  | Contribution Amount(s):                                |      |
| d. | <ul> <li>Candidates for election or reelection to the office of the interest o</li></ul> | of Mayor of Providence? ☐ Yes  Contribution Amount(s): | □ No |
|    | Signed under the pains and penalties of perjur   |  |      |
|    | Position   | y.<br>-  |      |



### **BOARD OF CONTRACT AND SUPPLY** CITY OF PROVIDENCE, RHODE ISLAND

#### **MBE/WBE Status**

| Responder's Name:   |                 |               |               |                       |      |
|---|-----------------|---------------|---------------|-----------------------|------|
| Responder's   |                 |               |               |                       |      |
| Address:  |                 |               |               |                       |      |
| Point of Contact:   |                 |               |               |                       |      |
| Telephone:  |                 |               |               |                       |      |
| Email:  |                 |               |               |                       |      |
| Procurement #:  |                 |               |               |                       |      |
| Project Name:   |                 |               |               |                       |      |
| Which one of the following describes your   |                 |               |               |                       |      |
| business' status in terms of Minority and/or Woman                                    |                 | $\square$ MBE | $\square$ WBE | □ Neither MBE nor WBE |      |
| Owned Business Enterprise certification with the                                      |                 |               |               |                       |      |
| State of Rhode Island? (Check all that apply).  |                 |               |               |                       |      |
| I certify under penalty of perjury that the forgoing statements are true and correct. |                 |               |               |                       |      |
| Prime Contractor/Vo   | endor Signature |               | Title         |                       | Date |
|   |                 |               |               |                       |      |
|   |                 |               |               |                       |      |



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **SPECIFICATIONS**

#### REAL ESTATE CONSULTING AND FACILITY SERVICES

#### **SCOPE**

The Providence Redevelopment Agency (PRA) is offering an opportunity for Professional Real Estate Service Firms to submit a "Request for Qualifications" (RFQ), so PRA may develop a list of pre-qualified firms. The Agency is seeking bidders to provide services for on-call, as-needed project bases, and are anticipated to be qualified for a 3-year period. Bidders may be qualified to provide a single service or multiple services and are not required to participate in every service category. Contracts and services are to be determined on a per-project (or per-property) basis. The types of services open for proposals are as following:

#### **Facility Management Services**

- Landscaping and/or Grounds Maintenance: Provide aesthetic maintenance of grounds, including ability to use disposal services and ability to clear hazardous debris.
- Electrical: Provide services related to electrical equipment repairs.
- **Property Surveying:** Provide boundary surveying and boundary-related services.
- Roofing/Gutters: Provide services related to roof and gutter maintenance and repairs.
- Plumbing/HVAC: Provide services related to heating and air conditioning systems, and plumbing systems.
- **Pest Control:** Inspect properties and advise and execute pest control mitigation.

#### **Redevelopment Project Operations**

- Architecture/Engineering Services: Provide project advising or construction design related services.
- Environmental Engineering: Hazardous materials mitigation and or regulatory implementation.
- Owner's Project Management and/or Consulting (OPM) services: Represent the City or Agency on industry contract-related matters

#### The Selected Firm(s)

Firms (Bidders) submitting a Proposal of Qualification will be evaluated for selection based on but are not limited to the following criteria:

- Introduction/ Indication of general and specific interest
- History of the firm including years in business, current number of professional personnel and current volume of projects.
- The firms experience with the City of Providence or other public sector clients.
- Demonstrated ability and management commitment to successfully completed projects within budget and schedule.
- Resume of firm's principals and key personnel.
- A minimum of three (3) Client References with addresses and telephone numbers.
- Relative location of firms to the City of Providence.



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### SUPPLEMENTAL INFORMATION

If the issuing department for this RRQ determines that your firm's application is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your application.

This information is <u>NOT</u> requested to be provided in your initial application that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.

<u>All applications submitted to the City Clerk become public record</u>. Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

#### You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- Letter of Good Standing with the Rhode Island Division of Taxation.
- Documentation of any/all licensure and/or accreditation applicable.



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



### **BOARD OF CONTRACT AND SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.