



BRISTOL WARREN REGIONAL SCHOOL DISTRICT
235 High Street
Bristol, Rhode Island 02809

Public Bid # 6-2-16-23

Owner's Project Management Services

In order to retrieve the RFP bid, interested parties must complete the specific bid google form located on our website so that we can obtain your contact information so that all interested bidders will receive all bid documents, addendums and FAQ's that may be added during the active bid.

As stated above, This RFP must be obtained on the Bristol Warren Regional School District Website on the Business & Finance Department's Bid page located at the following link: <https://www.bwrsd.org/Page/2880> to ensure proper registration to receive all documents.

General Bid Schedule

RFP Released	February 18, 2023
Bidder Questions and Clarifications Ends	February 23, 2023 4:00 pm
Bids Due Back	March 3, 2023 2:00 pm
Bid Opening	March 3, 2023 2:15 pm
Planned Date of Contract Start	Upon Contract Award

All bids must be submitted on the bid form provided, **(3) hard copies**, and clearly marked:
Sealed Bid

Owner's Project Management Services

Bids must be enclosed in an opaque envelope bearing the name and address of the bidder and addressed to:

Bristol Warren Regional School District
Administrative Offices,
Attn: Emily Fox, Administrative Assistant
235 High Street, Bristol, RI 02809

The Bristol Warren Regional School District reserves the right to reject any/all bids, waive any informalities in the bids received and to accept and award the bid to the lowest qualified bid deemed most favorable to the interest of the Bristol Warren Regional School District.

All questions should be submitted to the BWRSD Administrative Office by email to frank.caliri@bwrsd.org no later than **February 23, 2023 at 4:00 p.m.**

Proposals misdirected to other locations or those not received at the BWRSD School Department Administration Building by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed or emailed to the BWRSD School Department shall not be accepted.

STANDARD INSTRUCTIONS TO BIDDERS
BRISTOL WARREN REGIONAL SCHOOL DISTRICT

The following instructions are standards for all proposals submitted:

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the BWRSD Administrative Offices, Attn: Emily Fox, Administrative Assistant 235 High Street, Bristol, RI 02809 until the time indicated on the advertisement for Bids, for the commodities, equipment, and/or services designated in the specifications and will then be virtually opened and read.

2. Form of Bid

Proposal must be submitted on and in accordance with the forms attached hereto, blank places must be filled in as noted, no change shall be made in the phraseology of the proposal or in the item or items mentioned therein, must contain the name and proper address of the bidding firm, and must be signed by a responsible member of the firm with his/her signature and official title. Proposals that are not complete, or contain any omissions, erasures, alterations, additions and/or contain irregularities of any kind, may be rejected.

3. Submission of Bids

- a. The Bristol Warren Regional School District (henceforth "The District") will decide when the specified time has arrived to open bids, and no bid received thereafter will be considered.
- b. 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.
- c. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- 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.

4. Prices

Bidders shall state the proposed price in the manner as designated in the Bid Proposal Form. In the event that 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.

5. Rhode Island Sales Tax

The District is exempt from the payment of R.I. Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30 (1), as amended.

6. Federal Excise Taxes

The District is exempt from the payment of any excise or federal transportation taxes. The price bid must be exclusive of taxes and will be so construed.

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 District pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The District is committed to the general policy and principle of Equal Employment Opportunity in terms of retaining vendors to provide the District with goods and services necessary for routine and emergency operations. The District shall not discriminate against vendors as entities, or individual employees thereof on any legally recognized basis included, but not limited to, race, age, color, religion, gender, gender identification, 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.

The vendor shall complete the RI Business Enterprise Utilization Plan Form-Appendix B

8. Schools Right to Reject

The District 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 District.

9. Labor Regulations

- a. The Contract for Work under this proposal will obligate the contractor and subcontractors not to discriminate in employment practices and conform with the Affirmative Action Plan pursuant to 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 the 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

10. Payment

Vendor shall submit monthly invoices for payment to the District. The Invoices shall include: Dates of service, scope of work and hours worked. The District will promptly pay within two weeks of receiving Invoices. Payments will be made via check. W-9 required for processing

11. Termination of Contract

Following implementation, should the Superintendent and/or Chief Financial Officer find that the firm has failed in any material respect to perform its agreed upon obligations under the contract, the contract shall be canceled by the District as being in the best interest of the District. In the event of termination of this contract as a result of breach by the contractor, the District shall not be liable for any fees and may, as its sole option, award a contract for the same services to another qualified firm or call for new proposals. The contractor shall be responsible for consequential damages as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

12. Indemnification and Insurance

The vendor selected shall indemnify and save the District harmless from liability in any manner of claims, lawsuits and damages for any type of losses, including the loss of life, due to its work or operations on District property, in carrying out and completing the full scope of services under this agreement.

The vendor shall meet the insurance and indemnification requirements as prescribed in section 7.7.

13. Collusion

Any act or acts of misrepresentation or collusion shall be a basis for disqualification of any proposal or proposals submitted by such persons guilty of said misrepresentation or collusion. In the event that the District enters into a contract with any proposer who is guilty of misrepresentation or collusion and such conduct is discovered after the execution of said contract, the District may cancel said contract without incurring liability, penalty, or damages.

SPECIFICATIONS
Bristol Warren Regional School District
Owner's Project Management (OPM) Services:

INTENT

The Bristol Warren Regional School District (District) is soliciting proposals from qualified individuals or firms to provide comprehensive Owner's Project Management (OPM) Services for the completion of the RIDE School Building Authority Necessity of School Construction Stages II, III and IV (Project).

The District will select a firm through a qualification-based selection process. Proposals will be evaluated and ranked based on the criteria described in this RFP.

1. PROJECT DESCRIPTION

The District intends to submit a Stage II Necessity of School Construction application with the School Building Authority by September 15, 2023, with approval from the RI Council on Elementary & Secondary Education in December, 2023.

The District will procure Architectural/Engineering Services (Designer) to support RIDE Stages II, III (Design Reviews) and IV (Construction Phase) and Independent Testing, Inspection and Commissioning Services with the assistance of the selected OPM.

The District has 4 facilities in the Town of Bristol:

- 1) Mt. Hope High School, 199 Chestnut Street, Bristol
- 2) Colt Andrews Elementary School, 570, 572 Hope Street, Bristol
- 3) Guiteras Elementary School, 35 Washington Street, Bristol
- 4) Rockwell Elementary School, 1225 Hope Street, Bristol

The District has 2 facilities in the Town of Warren:

- 1) Kickemuit Middle School, 525 Child Street, Warren RI
- 2) Hugh Cole Elementary School, 50 Asylum Road, Warren RI

2. SCOPE OF SERVICES

The OPM shall provide project management services to create and submit the Stage II application, monitor procurement procedures, design, construction and other related activities and to facilitate, coordinate and manage the Project with respect to timely performance in accordance with the schedule. In addition, the OPM shall monitor the quality of services and workmanship and recommend courses of action to the District when respective contractual requirements are not being fulfilled. Services shall continue through substantial use and occupancy by the District, and post project closeout. As part of the scope of services, the OPM shall provide information as requested during final auditing as conducted by the School Building Authority. All work shall be completed in conformance with all applicable statutes and School Construction Regulations.

In general, the basic services of the Owner's Project Manager include, but are not limited to:

2.1. PROJECT ADMINISTRATION

- a. Development of project communications plan among team members, Town entities, and the public
- b. Provide data and photos for project website
- c. Assist Designer in obtaining approvals for all RIDE design submissions
- d. Assist District in preparation of all information, documentation and reports required by RIDE
- e. Prepare agendas for Building Committee meetings, attend and record minutes, issue weekly and monthly project reports
- f. Attend all District, Architect and Contractor meetings and record/issue minutes
- g. Prepare and submit comprehensive monthly project report to Town and School Building Committee
- h. Track compliance with MBE/WBE/DBE requirements for contractors and vendors, submit DOA approved reports to RIDE
- i. Track compliance with certified payroll requirements for all project contractors, subcontractors and vendors
- j. Maintain complete and comprehensive files of all project documents for the Town and District as required by the School Construction Regulations
- k. Provide update on energy tracking information post occupancy
- l. Maintain regular contact with the Superintendent or designee regarding Project progress and issues to be addressed
- m. Advise District in all project administration matters
- n. As requested, coordinate with our municipal officials concerning project status and attend Town Council meetings as needed
- o. Ensure all projects have been fully commissioned by the Commissioning Agent and all open items have been reconciled as documented in the final report
- p. Provide quarterly reporting updates on all projects using RIDE established portals

2.2. FINANCIAL

- a. Assist in the development of the final Total Project Budget, maintain and update the budget throughout project term
- b. Maintain project budget records, by category, in a format that tracks RIDE reimbursable/non-reimbursable expenses
- c. Assist in the submission for RIDE Memorandum of Agreement (MOA)
- d. Develop and maintain detailed project cash flow projections, work closely with Town Finance Director on the review of all applications for payment and invoices submitted to the Town, offer payment recommendations
- e. Prepare and submit RIDE monthly Progress Payment Requests Forms for SBA Capital Fund reimbursement or Housing Aid forms with all necessary supporting documentation
- f. Ensure that the District does not submit ineligible costs as defined by statute and regulations
- g. Coordinate monthly work-in-place reviews with RIDE's consultant as part of payment process
- h. Ensure all necessary documentation is available and a work plan is in place that will maximize the District's ability to obtain the most housing aid, including temporary incentives, possible

2.3. CONSTRUCTION MANAGER/GENERAL CONTRACTOR SELECTION

- a. Advise Town/District in construction delivery options
- b. Prepare request for qualifications, public notice, solicitation, scope of required services, and evaluation criteria in accordance with RIDE School Construction Regulations
- c. Assist and advise Towns and School Building Committee in selection of GC/CM's to proceed to Statement of Qualifications
- d. Assist and advise Towns and School Building Committee in selection of GC/CM's to proceed to Request for Proposals
- e. Provide assistance, consultation, guidance in negotiation of GC/CM contract and GMP
- f. Assist with negotiating fair and reasonable CM allowances and contingencies

2.4. DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS PHASES

- a. Provide oversight of Designer and GC/CM activities, review estimates, reconcile variances with Designer and GC/CM
- b. Facilitate and coordinate with building users, Designer and GC/CM to review space and adjacency requirements
- c. Maintain and update Project Budget and Schedule, coordinate commissioning recommendations with design
- d. Work with Designer and GC/CM to develop schedule and production of early bid packages
- e. Ensure that Designer is designing to Budget and Schedule for each phase

2.5. COST ESTIMATING

- a. Prepare three detailed construction estimates at Schematic Design, Design Development and Construction Documents
- b. Record and track design phase estimates to Project Budget, prepare cost estimate submissions to RIDE
- c. If design phase estimates exceed budget, consult with Designer and GC/CM, recommend revisions to both Towns
- d. Coordinate the preparation of multiple construction cost estimates by Designer, GC/CM, phase

2.6. SCHEDULING

- a. Develop overall Project Baseline Schedule and detailed Milestone Schedule, incorporate GC/CM's construction schedule when developed
- b. Assess actual project progress to baseline schedule, report variances to Town and School Building Committee
- c. In the event of schedule slippage, consult with Designer and GC/CM to develop recovery schedule activities
- d. Advise Town Councils and School Building Committee as to recommended recovery schedule activities when required

2.7. CONSTRUCTION

- a. Provide representation from start of major construction to substantial completion (hours to be determined by project)

- b. Participate in weekly construction and progress meetings with the Designer and GC/CM to discuss progress, problems, scheduling, etc.
- c. Monitor Designer's and GC/CM's construction administration activities to ensure contract compliance and timely decisions
- d. Perform quality control inspections of work completed to verify compliance with contract documents
- e. Monitor GC/CM's compliance with contract documents and quality control specifications
- f. Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items
- g. Ensure all construction personnel and vendors have passed CORI (criminal offender record info) checks
- h. Ensure enforcement of zero tolerance policies regarding student/staff on-contact, foul language, and smoking
- i. Consult daily with Principal, or designee(s), regarding construction activities, impacts, issues, and resolve with GC/CM
- j. Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked
- k. Review and comment on GC/CM's baseline schedule of values and baseline schedule
- l. Prepare and maintain detailed daily, weekly and monthly reports recording all project data and activity
- m. Track time and material change order work, when utilized as basis for changes
- n. Maintain and update on a daily basis, if needed, current contract drawings, specification and longs
- o. Take extensive daily photographs of progress, record and maintain project's photo log
- p. Identify potential issues, report to Designer and GC/CM, maintain project issues log, track to resolution
- q. Schedule commission consultant, track submission of reports, follow-up actions by Designer and GC/CM
- r. Review CM's draft monthly requisition for payment, make recommendations to Owner and Designer
- s. Manage and schedule independent air quality testing for each phase of the Project
- t. Assist Designer with identification of punch list items
- u. Ensure project closeout and the post occupancy commission occurs

2.8. CHANGE ORDER REVIEWS

- a. Review all change order submissions and schedule extension claims, and recommendations to District and Designer
- b. Maintain detailed contingency log, tracking potential change order data

2.9. PROCUREMENT

- a. Prepare work scopes, request for qualifications/proposals and assist the District in selection of independent testing agency
- b. Prepare request for qualifications/proposals and assist District in selection of independent commissioning consultant/agent

2.10. PHASING & MOVE MANAGEMENT

- a. Assist the Designer in developing Phasing Plans as necessary to accommodate construction activities that occur during dates/times that the school is occupied
- b. Assist the Principal, or designee, on internal move management as necessary
- c. Coordinate efforts regarding changing building access points, wayfinding and signage, system shutdowns, etc.
- d. Coordinate changing building access points and getting that message out to students, staff, public, etc.
- e. Prepare RFP for relocation services, if needed, other vendors and manage activities for each mover phase
- f. Coordinate GC/CM's prerequisite construction activities required for each phase move

3. PROPOSAL

3.1. Technical Proposal

The Technical Proposal should address specifically each of the following elements:

- a. Staff Qualifications – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in the projects, including their experience in the field of School Construction, Renovation and Project Management. Include any experience in Rhode Island.
- b. Capability, Capacity, and Qualifications of the Proposer – Please provide a detailed description of the Proposer's experience as an Owner's Project Manager, including specific experience with K-12 School Construction and Renovation. Include any experience in Rhode Island and familiarity or knowledge of the RIDE School Construction Regulations. A list of relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and types of services provided.
- c. Work Plan – Please describe in detail, the framework within which the requested Owner's Project Managers Services will be performed. Provide an understanding of the School Construction process in Rhode Island.
- d. Approach/Methodology – Define the methodology to be used to ensure that all projects come in on time and on budget. What procedures will be used to minimize change orders, maintain project schedules, assure compliance with the RIDE Memorandum of Agreement, and endure projects are completing as planned.

3.2. Cost Proposal

No cost proposal is required. The District will select a firm through a qualification-based selection process. Proposals will be evaluated and ranked based on the criteria described in this RFP. The District will enter into fee negotiations with the highest ranked firm for each Stage (II, III, and IV) separately. If an agreement cannot be reached between these parties, the District may elect to enter into fee negotiations with the next highest ranked firm.

4. Evaluation, Selection and Award

The District will select a firm to provide the services described in this RFP using a qualification-based selection process. Proposals will be reviewed and scored by an

Evaluation Committee. The District reserves the right to select the firm that it deems to be the most qualified to provide the services described in this RFP. The District reserves the right to cancel this solicitation in its entirety and reject all proposals at its sole discretion.

Proposals will be reviewed and scored based on the following criteria (Total Possible Points = 100):

Criteria	Possible Points
Staff Qualifications	25
Capability, Capacity, and Qualifications of the Proposer	25
Work Plan	25
Approach/Methodology	25
Total Possible Points	100

Firms may be required to submit additional written information or may be asked to make an oral presentation to the Evaluation Committee as part of the selection process. The Evaluation Committee, at its sole discretion, may conduct interviews with as many of proposing firms or as few of the proposing firms as it deems appropriate.

The firm receiving the highest combined point total from the Evaluation Committee will be selected as the winning Proposer. The District will enter into fee negotiations with the highest ranked firm. If an agreement cannot be reached between these parties, the District may elect to enter into fee negotiations with the next highest ranked firm.

The final contract award is subject to Bristol Warren Regional School Committee approval.

5. Questions

Questions concerning this RFP must be submitted in writing by emailing them to Frank Caliri at frank.caliri@bwrsd.org no later than **February 23 at 4:00 PM**. Please reference the Owner's Project Manager RFP on all correspondence. Answers to questions received, if any, shall be posted to the Bristol Warren Regional School District's website as an addendum on **March 3, 2:00pm**. This RFP and any addendums can be found at <https://www.bwrsd.org/Page/2880>.

6. Proposal Submission

Proposals are due no later than **2:00 PM on March 3, 2023** and should contain the following:

- 6.1.** Ten (10) printed paper copies
- 6.2.** One (1) electronic copy on a USB Flash Drive

Proposals should be mailed or hand-delivered in a **sealed** envelope marked "REQUEST FOR PROPOSALS – OWNER'S PROJECT MANAGER SERVICES" to:

Bristol Warren Regional School District
 Administrative Offices,
 Attn: Emily Fox, Administrative Assistant
 235 High Street, Bristol, RI 02809

Proposals misdirected to other locations or those not received at the Bristol Warren Regional School District Administration Building by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed or emailed to the Bristol Warren Regional School District shall not be accepted.

7. General Terms and Conditions

- 7.1. The District reserves the right to reject any and all proposals and to waive any informality.
- 7.2. Cancellation of Solicitation: The District may cancel this solicitation at any time
- 7.3. Proposals cannot be withdrawn for a period of not less than 60 days from the deadline for submission of proposals.
- 7.4. The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
- 7.5. The Proposer shall provide all necessary personnel, materials and equipment to perform and complete all work under this proposal.
- 7.6. The District is exempt from all sales and Federal excise taxes.
- 7.7. The selected firm shall be required to maintain the following insurance:

Workers' Compensation and Employers' Liability	WC Statutory Limits	
	EL Each Accident	\$100,000
	EL Disease Each Employee	\$100,000
	EL Disease Policy Limit	\$500,000
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
Auto Liability	Combined Single Limit Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
Umbrella (Excess Liability)	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000

END OF REQUEST FOR PROPOSAL DOCUMENT

BID FORM
Owner's Project Management Services:

The undersigned, having familiarize themselves with all local conditions affecting the cost of work, and having examined the site and all applicable Bidding Documents herein, and herein referenced, including, but not limited to, all addenda issued thereto, hereby propose to furnish all labor, material, equipment, applicable taxes and services required for proper completion of this project.

Please complete the information below as concisely as possible.

If you wish to provide additional information, please attach and reference the location of additional information.

General Information	
Legal Name	
Street Address	
City / State / Zip	
Telephone / Fax	
E-Mail Address	
Primary Contact Name	
Contact Information	
Confirm, by your signature, that your organization agrees to abide by the Submission Requirements.	_____ Signature
	_____ Title

Appendix A



**State of Rhode Island
Office of Diversity, Equity and Opportunity (ODEO)
Minority Business Enterprise Compliance Office Minority
Business Enterprise Utilization Plan**

Company Name: _____

Representative's Name who administers MBE Program: _____

Street Address: _____

City, State, Zip: _____ Telephone: _____

Email: _____ Project Location: _____

Bid or Project #: _____ Date Bid Opened: _____

Description of Work: _____

Contract Value: _____ MBE % Assigned: _____

Total # of All Subcontractors/Suppliers used: ____ # of MBE Subcontractors/Suppliers used:

List All Subcontractors/Suppliers/Consultants/Independent Contractors – Total Dollar Amounts – Scope of Work:

Subcontractor / Supplier	Dollar Award	Scope/Description of Work	RI Certified M/WBE Yes/No

Please note that all MBE/WBE firms must be certified by the RI MBE Compliance Office, and that MBE/WBE firms must self-perform 100% of the work with their own forces or subcontract to another RI certified MBE/WBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE/WBE certified as a manufacturer. For firms certified as a broker, you may receive MBE participation credit only for the fees and commissions charged for the procurement of the goods and materials, but not the cost of the materials themselves.

The above referenced contract will not be released until this plan has been approved by the Director of the Department of Administration or its designee.

For assistance and advice in identifying MBE/WBE firms, please call the Minority Business Enterprise Compliance Office at (401) 574-8670. The directory of all certified MBE firms is also located at www.mbe.ri.gov.

Signature of Authorized Agent of Business: _____ Date: _____