



BRISTOL WARREN REGIONAL SCHOOL DISTRICT
151 State Street
Bristol, Rhode Island 02809

Public Bid

OWNER'S PROJECT MANAGEMENT SERVICE CONTRACT:

Separate sealed bids will be received by the Bristol Warren Regional School District (BWRSD) for a District Owner's Project Manager on or before **1:00 p.m. on Thursday, April 15, 2021**, at the Oliver Administration Office, 151 State Street, Bristol, Rhode Island, 02809. At that time, bids will be opened and read in public. The bid opening will be live streamed via the Bristol Warren Regional School District's YouTube Channel at https://www.youtube.com/channel/UCMfoo1G_4jBMUOuP2Vlv4xw.

This RFP may be obtained on the Bristol Warren Regional School District's website on the Business & Finance Department's Bid page located at the following link: <https://www.bwrsd.org/Page/2880>.

General Bid Schedule

RFP Released	April 1, 2021
Bidder Questions and Clarifications Ends	April 8, 2021 4:00pm
Bids Due Back	April 15, 2021 1:00 pm
Bid Opening	April 15, 2021 1:00 pm

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

Sealed Bid

OWNER'S PROJECT MANAGEMENT SERVICE CONTRACT

Bids must be enclosed in an opaque envelope addressed to BWRSD, Oliver Administration Building, Attn: Thomas Wood, Director of Facilities, 151 State Street, Bristol, RI 02809 bearing the name and address of the bidder.

The BWRSD 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 BWRSD.

BWRSD does not discriminate on the basis of age, color, gender, national origin, race, religion, sexual orientation, or disability in accordance with applicable laws and regulations. Individuals requesting interpreter services for the hearing impaired must notify (401) 253-4000 x5103 seventy-two (72) hours in advance.

All questions should be submitted to the BWRSD Administrative Office by email to thomas.wood@bwrso.org no later than **April 8, 2021 at 4:00 p.m.**

STANDARD INSTRUCTIONS TO BIDDERS BRISTOL WARREN REGIONAL SCHOOL DISTRICT

Instructions

The following instructions are standards for all proposals submitted:

1. Receipt and Opening of Proposal

Sealed proposals (bids) will be accepted in the BWRSD, Oliver Administration Building, Attn: Thomas Wood, Director of Facilities, 151 State 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. Envelopes containing bids must be sealed and addressed to BWRSD, Oliver Administration Building, Attn: Thomas Wood, Director of Facilities, 151 State Street, Bristol, RI 02809 and must be marked with the name and address of bidder and name of bid.
- b. The District will decide when the specified time has arrived to virtually open bids, and no bid received thereafter will be considered.
- 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. Unless otherwise specified, no bid may be withdrawn for a period of ninety (90) days from the date of bid opening.
- e. 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.
- f. 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 BWRSD 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 BWRSD 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 BWRSD pursuant to any and all relevant and appropriate Federal, State, and local purchasing rules, regulations, and procedures.

The BWRSD 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 BWRSD 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.

8. Schools Right to Reject

The BWRSD 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 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

The vendor shall submit monthly invoices for payment to the BWRSD. The Invoices shall include: Dates of service, scope of work and hours worked BWRSD will promptly pay within two weeks of receiving Invoices.

SPECIFICATIONS
Bristol Warren Regional School District
OWNERS PROJECT MANAGEMENT SERVICE CONTRACT:

INTENT

The Bristol Warren Regional School District, hereafter known as “the District”, is requesting proposals from qualified consulting firms to conduct Owner’s Project Management Services for Districtwide construction projects estimated at \$2.3M. All construction must be **completed no later than June 30, 2022**. (see attached project list, **Appendix B**).

SCOPE OF WORK

RIGL 37-2-7 (32) defines an “Owner’s Project Manager” as “an entity engaged to provide project management services on behalf of a state agency for the construction and supervision of the construction of a building project. The owner’s program manager acts as the owner’s agent in all aspects of the construction project, including, but not limited to, architectural programming, planning, design, construction, and the selection and procurement of an appropriate construction delivery method. The owner’s program manager shall have at least seven (7) years’ experience in the construction and supervision of construction of buildings of similar size and complexity. The owner’s program manager shall not have been employed during the preceding year by the design firm, the construction firm, and/or the subcontractors associated with the project.”

The Owner’s Project Manager shall provide management services to 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 Project Schedule, and monitor the quality of services and workmanship and shall recommend courses of action to the Owner when respective contractual requirements are not being fulfilled. Per the RI Department of Education School Construction Regulations, the OPM must assist the District in ensuring “that construction will be completed in a timely, cost-effective manner and that buildings will be occupied with the timelines established during the approval process.”

Services shall continue through substantial use and occupancy by the Owner, and Project closeout. As part of project management services, the OPM shall ensure projects are in compliance with the RI Department of Education’s School Construction Regulations and the District’s Memorandum of Agreement. The OPM must provide information as requested during final auditing as conducted by the RI Department of Education’s Department of School Building Authority.

In general, the services required of the OPM include, but are not limited to:

PROJECT ADMINISTRATION:

The OPM will be responsible for coordination among team members from the District and the public, including the development of project communications plan. The OPM may also provide data and photos for

the project utilizing the District website and to support the communications plan.

The OPM shall assist the Design Team, the District and the School Building Committee as follows:

- Review of all documentation and reports required for the RI Department of Education (RIDE), including design submissions, cost estimates, and other materials;
- Preparation and submission of a comprehensive monthly project report.
- Attend School Building Committee meetings as requested.
- Act on behalf of the District in attending Owner, Architect and Contractor meetings, including the review of meeting minutes for completeness and accuracy.
- Track and ensure compliance with regulatory and statutory compliance including MBA/WBE/DBE requirements for contractors and vendors.
- Track compliance with certified payroll requirements for all project contractors, subcontractors and vendors.
- Maintain complete and comprehensive files of all project documents and assist in making material available to RIDE, if necessary.

FINANCIAL:

The OPM will assist in the development of the final Total Project Budget, as well as tracking, updating and reconciling the budget throughout the project term. The OPM will maintain project budget records, by category, in a format that tracks RIDE reimbursable/non-reimbursable expenses and tracks the expenses against the Memorandum of Agreement with RIDE.

In addition, the OPM will develop project cash flow projections, work closely with the Superintendent and/or Chief Financial Officer on the review of all applications for payment and invoices submitted to the District, and offer payment recommendations.

CONSTRUCTION MANAGER/GENERAL CONTRACTOR SELECTION:

The OPM is to advise the District in the selection of construction delivery options. This may include:

- Assist and advise the District and the School Building Committee in selection of the General Contractor (GC) or Construction Manager (CM) to proceed to Statement of Qualifications.
- Assist and advise the District and the School Building Committee in selection of GC/CM to proceed to Request for Proposals.
- Assist in determination of the most qualified, apparent low bidder and make recommendations to the Owner.
- Provide assistance, consultation, guidance in negotiation of GC/CM contract and GMP.
- Ensure that selected GC/CM complies with all statutory requirements, including MBE/WBE/DBE requirements.
- Assist with negotiating fair and reasonable CM allowances and contingencies.

RI DEPARTMENT OF EDUCATION SCHEMATIC DESIGN, DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS PHASES:

The OPM plays a critical role during the design phase in providing support of the design team, including the coordination of meetings, maintaining schedules, and reconciling budgets. Specifically, the OPM shall provide oversight of Designer and General Contractor/Construction Manager activities, including the reconciliation of budget and schedule at each phase. The OPM shall maintain and update the Project Budget and Schedule.

The OPM shall assist the District in coordinating, attending, and taking minutes for design review meetings with the School Building Authority at RIDE. The OPM shall ensure that projects are in compliance with all applicable provisions in the School Construction Regulations (SCR), including that projects have “undergone review in accordance with applicable state law and regulations and, to the extent applicable to the project, by the Rhode Island’s State Building Commissioner, Department of Administration, Department of Health, Historical Preservation and Heritage Commission, Commission for Human Rights, Department of Environmental Management, Governor’s Commission on Disabilities, Architectural Access Board, and any other department or agency of the state required by law to review such projects” per SCR 1.03-1 (8). In addition, the OPM shall ensure “projects shall have undergone review in accordance with applicable local or district charters, by-laws, ordinances, or regulations” per SCR 1.03-1 (9).

The OPM shall work with the Designer to ensure that: “Projects shall meet all applicable federal, state, local, and regional building code requirements. Projects shall reflect cost-effective design, material, and finish decisions consistent with good architectural and engineering practice and high quality construction. Projects shall demonstrate that the current technological needs of students, faculty, and school staff are met.” (Per SCR 1.04 -1)

The OPM shall ensure that projects are consistent with the scope and budget memorialized in the District’s MOA and ensure that soft costs do not exceed 20% of general construction costs.

SCHEDULING:

The OPM shall be responsible for the preparing, tracking, and reconciling schedules, including the development of overall Project Baseline Schedule and a detailed Milestone Schedule that incorporates GC/CM’s construction schedule as they become available. The OPM shall assess and ensure actual project progress to baseline schedule, report variances to the District and the School Building Committee. In the event of schedule slippage, OPM will consult with Designer and GC/CM to develop recovery schedule activities and advise the District and the School Building Committee as to a recommended recovery schedule of activities.

CONSTRUCTION:

During construction, the OPM provides a critical role of representing the owner’s interests from start of major construction to substantial completion. During the course of project completion the OPM assists the District and the School Building Committee in the management of the project, including tracking, compliance documentation, oversight, scheduling, coordination, and management. These tasks include, but may not be limited to:

Project Tracking and Compliance

- Monitor Designer’s and GC/CM’s construction administration activities to ensure contract compliance and timely decisions.
- Perform quality control inspections of work completed to verify compliance with contract documents.
- Prepare and maintain detailed daily, weekly, and monthly reports recording all project data and activity.
- Track time and material change order work, when utilized as basis for changes.
- Maintain and update on a daily basis, if needed, current contract drawings, specifications and logs.
- Take extensive daily photographs of progress, record and maintain the project’s photo log.
- Monitor GC/CM’s compliance with contract documents and quality control specifications.
- Develop and maintain a Rolling Completion List of non-conforming items to mitigate punch list items.
- Monitor compliance with the School Construction Regulations throughout the construction process to ensure that all building systems, mechanical and lighting equipment are in compliance with regulations, included in and consistent with all plans, construction documents, and cost estimates.

Personnel

- Ensure all construction personnel and vendors have passed BCI checks.
- Ensure enforcement of zero tolerance policies regarding student / staff non-contact, foul language, and smoking.
- Consult daily with the Superintendent and/or Chief Financial Officer and/or the school Principal, or designee(s), regarding construction activities, impacts, issues, and resolve with GC/CM.

Coordination and Management

- Prepare work scopes, request for qualifications and assist the District and School Building Committee in selection of independent testing agency.
- Coordinate scheduling and reporting of independent testing agency, ensure reports are distributed and tracked.
- Review and comment on GC/CM's baseline schedule of values and baseline schedule.
- Identify potential issues, report to Designer and GC/CM, maintain project issues log, track to resolution.
- Schedule commissioning consultant, track submission of reports, follow-up actions by Designer and GC/CM.
- Ensure that the Owner's interests are met and that commissioning agent reviews are reconciled in a timely manner.
- Review GC/CM's draft monthly requisition for payment, make recommendations to Owner and Designer.
- Manage and schedule independent air quality testing for each phase of the Project.
- Assist Designer with identification of punch list items.
- Assist the Commissioning Agent in verifying that building staff members are well-trained and possess the documentation they need to operate and maintain the building's systems and equipment after turnover.

Change Orders

- Review all change order submissions and schedule extension claims, and recommendations to Municipality/LEA and Designer.
- Maintain detailed contingency log, tracking potential change order data.
- Submit all change orders in excess of 10% of project value to the School Building Authority at RIDE.

PHASING AND MOVE MANAGEMENT:

In addition to the construction related project management services, the OPM may be required to assist the District and School Building Committee with ensuring the uninterrupted delivery of educational programs during the course of the construction. In order to do so, the OPM shall:

- Assist the Designer in developing Phasing Plans as necessary to accommodate construction activities that occur during dates/times that the school is occupied.
- Ensure that Phasing Plan includes building access points, utility connections, separate access for construction crews, staging areas, etc.
- Assist the Principal, or designee, on internal move management as necessary for project.
- Coordinate efforts regarding changing building access points, wayfinding and signage, system shutdowns, etc.
- Coordinate changing building access points and getting that message out to students, staff, public, etc.
- Prepare RFP for relocation services by movers and other vendors, and manage activities for each move phase.
- Coordinate GC/CM's pre-requisite construction activities required for each phase move.

MOA COMPLIANCE AND STATE AID:

The OPM shall track and ensure compliance with the District's Memorandum of Agreement with the RI Department of Education, including tracking projects progress, project budget, and compliance with all statutory and regulatory requirements, including:

- Assist the District in submitting progress payment requests for the SBA Capital Fund or any other pay as you go funding as needed.
- Ensure that the District does not submit ineligible costs as defined by statute and regulations (SCR 1.07-3).
- Ensure that all projects have conducted design reviews, and can provide meeting minutes or design review documentation to substantiate.
- Ensure compliance with the Northeast Collaborative for High Performance Schools including the submission of pre- and post-construction certification.
- Ensure that projects have been fully commissioned by the Commissioning Agent, if necessary, and all open items have been reconciled as documented in the final report.
- Assist the District and School Building Committee in maintaining project files as required by the School Construction Regulations (1.09-6).
- Provide quarterly reporting updates on all projects using RIDE established portals as needed.

Special Contingencies:

The District must participate and obtain all jurisdictional (federal, state and local) reviews and approvals pursuant to RIDE School Construction Regulations. The services of qualified and capable vendors with offices in Rhode Island, or those who propose a joint venture with a Rhode Island firm, shall be utilized whenever possible. The selected vendors will be required to attend an annual training provided by the School Building Authority at RIDE.

PROPOSAL:

Technical Proposal:

Narrative and format: The proposal should address specifically each of the following elements:

- **Staff Qualifications** – Provide staff resumes/CV and describe qualifications and experience of key staff who will be involved in projects, including their experience in the field of School Construction and Project Management. Include any past experience in Rhode Island K-12 construction.
- **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor's experience as an Owner's Project Manager, including specific experience with K-12 School Construction. Include any past experiences in Rhode Island and any 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 type(s) of service(s) provided.
- **Work Plan** - Please describe in detail, the framework within which requested Owner's Project Management services will be performed. Provide an understanding of the School Construction process in Rhode Island.
- **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 Memorandum of Agreement, and ensure projects are completing as planned?

Cost Proposal:

In consideration of the Owner's Project Manager's delivery of services, the Owner shall pay the Owner's Project Manager in an amount that shall not exceed three (3%) percent of project costs. Estimated project construction cost is anticipated to be \$2.3M (see attached Appendix B Project List).

Certain out of pocket expenses paid by the Owner's Project Manager such as filing fees, and permit fees that are normally paid by the Owner; travel to fabrication or manufacturing locations to identify completed, identified, and stored materials or equipment specifically for the Project; field office furnishings. Any other specially authorized reimbursement deemed essential by the Owner, in the Owner's sole discretion, in writing.

Non-Reimbursable Items: The Owner shall not reimburse the Owner's Project Manager or its sub consultants for travel expenses, sustenance, telephone, facsimiles, electronic mails, postage and delivery expenses, unless specifically required elsewhere in this Contract.

The Owner's Project Manager shall not be entitled to compensation under this Article for the services of sub consultants hired to perform Basic Services.

Provide hourly rates in addition to total project proposal for all Owner's Project Management Services on the attached Budget Forms.

EVALUATION AND SELECTION:

Proposals shall be reviewed by a Committee formulated by the District.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE/MBE/WBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in the cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE/MBE/WBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE/MBE/WBE participation.

The District reserves the right to select the vendor(s) or firm(s) ("vendor") that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	20 Points
Work Plan	20 Points
Approach Proposed	20 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
MBE/WBE Participation **	6 Bonus Points

Total Possible Evaluation Points

106 Points

*Cost Proposal Evaluation: The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available point for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(lowest\ cost\ proposal / vendor's\ cost\ proposal) \times available\ points$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

** MBE/WBE Participation Evaluation: The vendor with the highest MBE/WBE participation rate shall receive the maximum MBE/WBE Bonus Points. All other vendors shall receive MBE/WBE Bonus Points by applying the following formula:

$$(Vendor's\ MBE/WBE\ participation\ rate / Highest\ MBE/WBE\ participation\ rate) \times Maximum\ MBE/WBE\ participation\ points$$

For example: : If Vendor A has the highest MBE/WBE participation rate at 20% and Vendor B's MBE/WBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive

$$(12\% \div 20\%) \times 6\ which\ equals\ 3.6\ points$$

QUESTIONS:

Questions about this RFP may be directed to Thomas Wood at thomas.wood@bwrsd.org (email) no later than Thursday, April 8, 2021, at 4 pm. All information given by the District except by written addenda shall be informal and shall not be binding upon the District nor shall it furnish a basis for legal action by any Proposer or prospective Proposer against the District.

PROPOSAL CONTENTS:

All proposers must use the attached proposal cover letter, information sheet and must include all required attachments. All such information shall become public record upon the proposal due date.

RFP CALENDAR:

1. **April 1, 2021:** The District advertises and distributes the Request for Proposal to all interested firms.
2. **April 15, 2021: Proposals due by 1 pm.** Proposals must be signed by an authorized member of the consulting firm, and the name, address, and telephone number of a representative qualified to answer questions during the review process, must be included.

Three (3) copies of the proposal must be submitted to:

HAND DELIVERY or U.S. POSTAL SERVICE
Thomas Wood
Director of Facilities

Oliver Administration Building
Bristol Warren Regional School District
151 State Street
Bristol, RI 02809

Proposals or amendments to proposals received later than the time and date specified will not be considered. No proposal may be withdrawn within 90 days after the submission due date.

3. The District reserves the right to reject any and all proposals, to waive any and all informalities, defects or immaterial irregularities, and to request further clarification.
4. It is anticipated that the award of the contract will be made on April 27, 2021. Work shall be scheduled to commence no later than May 1, 2021.

COMPENSATION:

Compensation for services shall be on a monthly basis with proper invoices submitted to the District for processing. Payments will be made via check. W-9 required for processing.

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.

PERIOD OF PERFORMANCE:

The period of performance for this project shall be the contract effective date plus not more than sixteen (16) months from the date subject to extension only by mutual agreement.

EVALUATION TEAM:

The key personnel assigned to this evaluation are considered essential to the work being performed. Substitutions may only be made upon mutual agreement between the consultant and the District.

INDEMNIFICATION AND INSURANCE:

The consultant 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 consultant shall meet the insurance and indemnification requirements as prescribed in the attached, Appendix A - Insurance- Professional Contracts.

COLLUSION:

Any act or acts of misrepresentation of 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.

FREEDOM OF INFORMATION:

The District will not be liable for any costs incurred in the preparation of the response for this Request for Proposal. All proposal submissions and materials become property of the District and will not be returned. Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Freedom of Information Act.

OWNER'S PROJECT MANAGEMENT SERVICES COVER LETTER

Thomas Wood
Director of Facilities
Bristol Warren Regional School District
151 State Street
Bristol, RI 02809

Dear Mr. Wood:

We have read and understand the Request for Proposal, and certify that we have adequate personnel, experience and expertise to fulfill the specified requirements. We further understand that:

1. Our proposal will be judged on the eligibility criteria listed in RFP.
2. We must comply with the insurance provisions outlined in the Insurance- Professional Contract Exhibit (Appendix A).
3. All information included in, attached to, or required by the Request for Proposal shall be public record upon the designated proposal due date.

As requested, we have attached the following:

- Section A: The attached cover letter format, including name, address and telephone number of firm and name and number of legal representative.
- Section B: Evidence of similar experience and three (3) references from client companies that received these services.
- Section C: Outline of the firm's project management approach.
- Section D: Evidence, including resumes, that the firm's staff and the staff participating in the project are experienced in construction projects of this nature.

Submitted by:

Company

Authorized Signature Title

Date

Telephone

Email

BID FORM

**OWNER'S PROJECT MANAGEMENT
CONSULTING SERVICES REQUEST FOR PROPOSAL
INFORMATION SHEET**

Please complete the information below as concisely as possible, if possible within 2-3 sentences.
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

Cost	
<ol style="list-style-type: none"> 1. For each major task, identify the: <ol style="list-style-type: none"> a. Personnel who will be responsible b. Total hourly rate and cost for each task c. Total hourly rate for add-on services, if applicable d. Total, not-to-exceed amount for each task. 	
<ol style="list-style-type: none"> 2. Identify any enhancements you propose making to the contract that do not increase the cost. 	
<p>References</p> <ol style="list-style-type: none"> 1. Please submit the names of three public agency references, preferably where similar services have been provided, of comparable size to the District and in Rhode Island. References should identify the type of services that were provided, the contact person, title, current phone number, size of employer and length of time for which services have been provided. 	

Appendix A

INSURANCE - PROFESSIONAL CONTRACTS

The professional individual or firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage for property which may arise from or in connection with the performance of the contractor's work by the individual firm, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid.

For the purpose of this clause: the term "professional individual or firm" and "contractor" shall also include their respective agents, representatives, employees or subcontractors; the term "Bristol Warren Regional School District" or "District" shall include their respective officers, employees, volunteers, boards, and commissions.

Additional forms of insurance may be necessary based upon the specific work performed by the contractor. When additional forms of insurance are required, the minimum amount of such coverages and the terms thereof shall be determined by the District, the Superintendent and/or Chief Financial Officer and shall be stated, as well as a description of the types of additional coverage required, in an addendum to this exhibit.

Minimum Insurance Coverage Required

1. Broad form comprehensive general liability, occurrence form.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability, occurrence form.
4. Professional liability, occurrence form preferred. If issued on claims-made basis, insurance coverage shall be maintained for the duration of the contract and for two (2) years following the completion.

Minimum Limits of Insurance

1. Comprehensive general liability: \$1,000,000 combined single limits per occurrence for bodily injury, personal injury, property damage, and products/completed operations.
2. Workers' Compensation: limits as required by the State of Rhode Island.
3. Employer's liability: limits of \$1,000,000 per occurrence.
4. Professional liability: limits of \$1,000,000 combined single limit.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Notice of Cancellation or Non-Renewal

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, has been given to the District. .

Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Comprehensive General Liability Coverage:

a. The District and their respective officers, agents, officials, employee volunteers, Boards and commissions are to be covered as insured as respects : liability arising out of activities performed by or on behalf of the contractor ; products and completed operations of the contractor; premises owned, leased or used by the contractor . The coverage shall contain to no special limitations on the scope of protection afforded to the District.

b. The contractor's insurance coverage shall be the primary insurance with respect to the District. Any insurance or self-insurance maintained by the District shall be in excess of the contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District.

d. Coverage shall state that the contractor insurance shall apply separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. The insurer shall agree to waive all rights of subrogation against the District for losses arising from the work performed by the contractor for the District.

Acceptability of Insurers

1. Insurance is to be placed with insurers with a Best rating of no less than A: VII.
2. Insurance companies must either be licensed to do business in the State of Rhode Island, or otherwise deemed acceptable by the District, the Superintendent and/or the Chief Financial Officer.

Verification of Coverage

The contractor shall furnish the District with certificates of insurance affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The District reserves the right to require complete, certified copies of all required policies, at any time.

Appendix B

Project List Approved by RIDE

All construction must be completed no later than June 30, 2022.

Security Camera / Network Infrastructure	\$200,000
Security Camera / Cameras	\$60,000
Oliver Relocation (not approved by Ride)	\$25,000
Guiteras Roof Replacement	\$610,000
HC Replace Paving	\$250,000
HC Bathroom Renovation (Design Only)	\$50,000
HC Roof Replacement (Design Only)	\$100,000
Rockwell Replace Boilers	\$200,000
KMS Replace Retractable Bleacher	\$100,000
KMS Replace RTU HVAC	\$275,000
MHHS RTU replacement (not yet approved by RIDE)	\$40,000
A/E Fees 20%	\$374,000
OPM Fees 3%	\$56,000
Total Capital Project Costs:	\$2,340,000

Appendix C



**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: _____