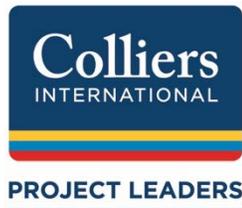


PROVIDENCE
INNOVATION DISTRICT
PARK



**Request for Qualifications
Architectural/Engineering Services
Innovation District Park Food & Beverage Pavilion
Providence, Rhode Island**

Responses Due: December 22nd, 2021 at 1PM

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I. OVERVIEW

A. INTRODUCTION

The I-195 Redevelopment District (Owner) requests qualifications for Architecture and Engineering (A&E) services from responding firms (Respondents) for the design and construction of a food and beverage pavilion (the Project). The Owner will select one Respondent to be the architect (Architect). The Project will be located within the Innovation District Park (Park) in the Providence Innovation & Design District (District). The Project will help activate the Park and generate revenue for the Owner. Given the prominence of the location, this structure will be a highly visible public amenity and the quality of the architecture is therefore of critical importance.

B. BACKGROUND

About the Owner:

In 2011, a portion of Interstate 195 through Providence was relocated, freeing 26 acres of land for redevelopment. Seven acres are set aside as open space, leaving 19 acres for private development. The Owner is a quasi-public state agency responsible for overseeing the redevelopment of the former highway land and the operations and maintenance of the Park.

To date, three projects are complete: a mixed-use commercial building called Point 225, an Aloft Hotel, and a 92-unit residential building with ground floor retail. Two projects are under construction: the 249-unit "Emblem 125" development with 19,000 SF of ground floor retail, and the Parcel 6 project, which includes 62 mixed-income residential units, a grocery store, retail, and offices. Two other projects are in predevelopment.

Colliers Project Leaders (CPL) is the Owner's Representative / Project Manager represented by Holly Demers Sawyer.

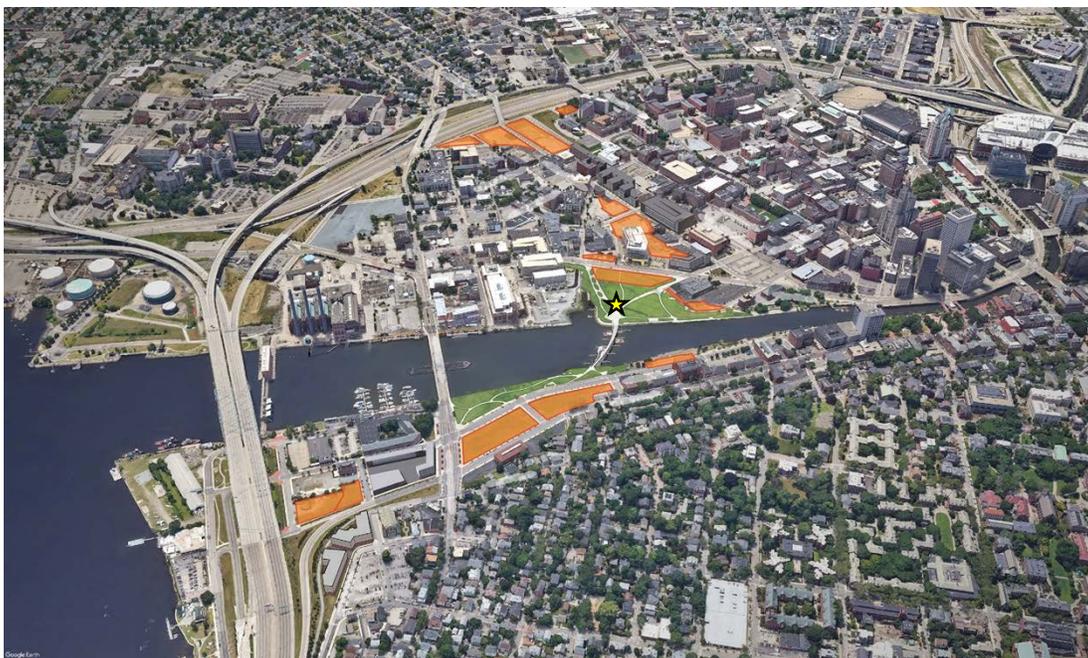


Exhibit 1: Aerial of the I-195 Redevelopment District, with the Park on either side of the river

About Innovation District Park:

The seven-acre Park is located on either side of the Providence River and the Michael S. Van Leesten Memorial Bridge (Pedestrian Bridge). The Park opened to the public in 2019 and is owned and operated by the Owner. The Project site is located on the west side of the Park. Between the Project site and the Pedestrian Bridge “landmark public art” will be installed by the City of Providence (see Appendix F for approximate location). The Park is prominently located between the historic Jewelry District, Fox Point and College Hill neighborhoods of Providence and is in close proximity to downtown, Brown University, the Rhode Island School of Design, Johnson & Wales University, and other key institutions.

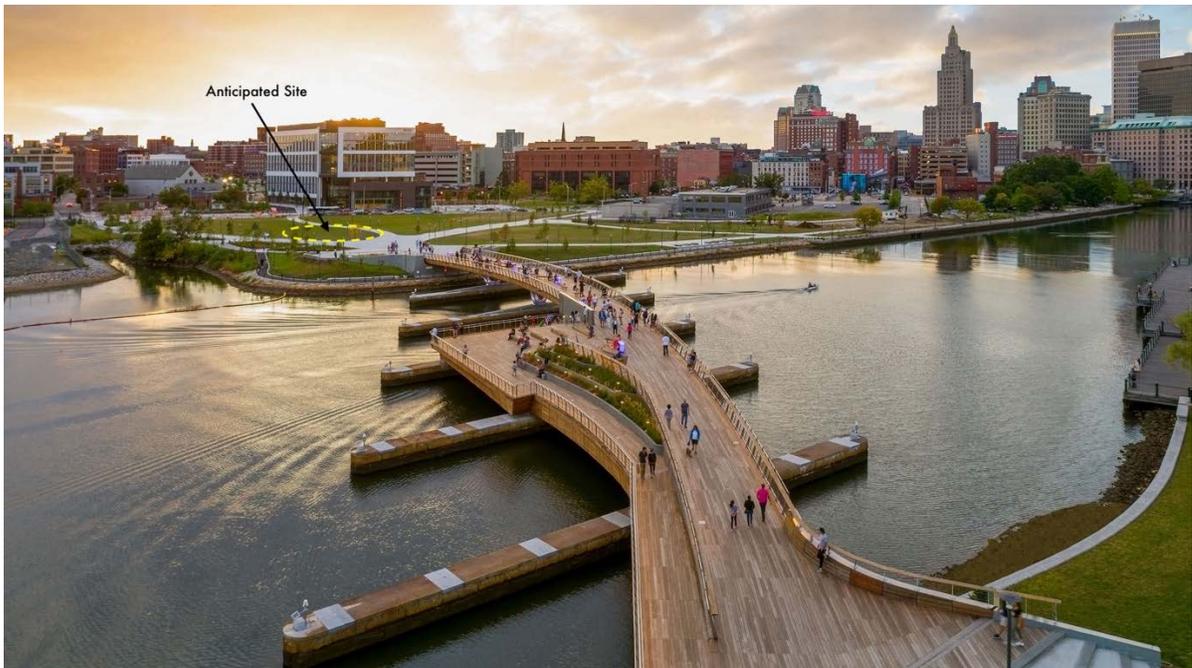


Exhibit 2: Anticipated Project site in background with the Pedestrian Bridge in foreground (photo credit Steve Kroodsm)

About The Project:

The Project is a critical component to creating an active, vibrant open space that is an asset for the public and contributes to the Owner’s economic development mission. The approximately 4,000-square foot food and beverage pavilion is envisioned to function both as a destination, attracting visitors to the Park, and an amenity that supports Park programming.

Programmatically, the building should include year-round restaurant space, including necessary kitchen/back of house space and a fully conditioned and heated dining area connected to outdoor dining, with the potential for adaptable indoor/outdoor spaces. The program may include food service windows supporting “to go” items as well. The pavilion operator(s) have not yet been selected and may include one operator, potentially with more than one concept within the space, or multiple operators. A small office shall be provided for Park staff, and bathrooms must be included for public use. The design must consider climate change resiliency concerns.

The program also includes upgrading the electrical and water service in the Park and supplying new sewer and gas service to serve both the pavilion and the surrounding park, as well as limited related site work and landscaping. Site work and utility design will be designed by the Owner's civil engineer, Fuss & O'Neill, through a direct contract, and the selected architect (Architect) will need to coordinate with these disciplines. The Respondent should exclude landscape architecture from its RFQ response. The Owner may procure its own landscape architect or may work with the selected Architect to hire a landscape architect as a subconsultant to the Architect.

The anticipated location of the Project is highly visible, near the western terminus of the Pedestrian Bridge, and the Owner seeks striking architecture that will create a new landmark in the District.

Approvals and Entitlements:

The Owner is the zoning authority for the site. The Project is anticipated to be an as-of-right development under the District's zoning code, the I-195 Redevelopment District Development Plan, which can be found at www.195district.com. The Project will need to adhere to the Owner's standard design review process as outlined in the Development Plan, including Concept Plan Approval and Final Plan Approval.

The Project will require permits from the Coastal Resource Management Council (CRMC), and typical utility approvals. The Owner's civil engineer will be leading the CRMC, environmental, and utility permitting and approval processes. The Architect will need to coordinate with the civil engineer and the Owner's other consultants for these permits and approvals.

See Exhibits 1, 2, and 3, and Appendix F for the anticipated pavilion location.

C. Budget

The total construction budget is **\$2,800,000**. The Architect, civil engineer, and other consultants should design to this budget. This project shall be estimated by an independent third party. If the design is shown to be over budget, the Architect will be responsible for amending the design to reconcile the cost difference at no additional cost to the Owner.

This cost includes building core and shell, site work, minor landscape installation at the pavilion, and all utility infrastructure. A tenant improvement (TI) allowance will be negotiated with operators and a portion of this \$2.8 million budget may be used for this purpose. The Owner will have additional costs not included in this construction budget such as professional fees and permit expenses.

D. Schedule

Architect selection will be per the milestone schedule listed below.

The Owner is approaching the Project with the intent to fully design, then bid and construct in a traditional design-bid-build sequence.

Tentative Milestones for the Project are as follows:

- | | |
|--|----------------------------|
| 1. Optional virtual Respondent conference: | December 3, 2021 |
| 2. Questions due: | December 6, 2021 |
| 3. Responses to questions issued: | December 8, 2021 |
| 4. RFQ Responses Due: | December 22, 2021 |
| 5. Short List, Interviews and Selection: | January 2022 |
| 6. Commence Design: | Immediately upon selection |
| 7. Anticipated Design Duration: | Approximately 8 Months |

E. Project Delivery Method

For purposes of the proposal fee, all proposals shall assume a Design-Bid-Build lump-sum project delivery method, with General Contractor selection conducted through an RFP.

II. SCOPE OF SERVICES

A. Comprehensive Services

The Owner intends to commission one Respondent to provide all A&E services necessary to fully design the Project unless otherwise noted including, but not limited to, MEP, structural, and geotechnical engineers. The Architect will work closely and collaboratively with the Owner and its consultants including presenting updates as needed. The Architect should also anticipate presentations to the I-195 Redevelopment District Commission (the oversight board of the Owner) and the public, and renderings should be provided as needed to accurately express the Architect's design intent. Please refer to the modified Owner/Architect Agreement form included in the Appendix for further details.

The Owner has already hired a civil engineer, Fuss and O'Neill, who has been working with the Owner for many years and is intimately familiar with the site's key characteristics and permitting requirements. The Owner's Restaurant Consultant, Agora Partners, specializes in food and beverage facilities within park locations. Both consultants will be a resource for, and work closely with, the Architect.

The Owner will separately engage the services of other consultants the Owner deems necessary beyond the contractual requirements of the design team, such as an environmental engineering consultant, materials testing agents/laboratories, etc. The Architect is expected to coordinate with these and any other Owner-hired consultants and incorporate their drawings, specifications and/or other documentation into all bid documents. In addition, the Owner will need to be included in all coordination of tele/data, security and other low voltage components.

B. Phases of Services

The Project services will be divided into three phases as follows:

Phase 1: Conceptual / schematic design documents and estimating / budget development. This portion of the Project will result in deliverables for presentations to the Owner, the I-195 Redevelopment District Commission, the design review panel, etc., with reasonable revisions as needed to arrive at a preferred design.

Phase 2: Full design documents (Design Development and Construction Drawings). This portion of the Project also includes the estimating, value engineering and regulatory approval process as required / noted within the District's Development Plan.

Phase 3: Bidding, construction administration, and Project closeout. These services will include (but are not limited to) reviewing the general contractor RFP and contract for clarity and completeness of the project scope of work, weekly site visits for monitoring of progress, attendance at job meetings weekly or more frequently as required by phase of construction, conformance with regulatory requirements, review and timely processing of submittals and answering of construction questions. Services will also include full closeout phase activities.

III. SELECTION PROCESS

A. Review Process

Proposals will be reviewed by a selection committee (including the Owner), who will determine which Respondents will be short listed for interviews. Interviews will be used to supplement the evaluation criteria herein. Following the interviews, the Owner will select its first-choice Respondent. The selected Respondent will provide a price for each phase of service noted herein and a schedule of fees for each firm on the design team. If an agreement is made for fee and contract terms, then the selected firm will move forward with the Project. Conversely, if the Owner and selected firm cannot agree to fee and contract terms, then the Owner will move to negotiate with its next top choice Respondent and will not be permitted to re-engage with previously engaged Respondents.

B. Evaluation Criteria of Written Proposals – Selection for Short List

The following criteria will be used by the selection committee in evaluating and selecting Respondents for interviews based upon qualifications and written proposal submissions. (Maximum of 110 points available):

Criteria Number	Selection Criteria Category	Rating Points
1	Experience and success with built projects of similar program, size, or scope	30
2	Creativity, quality of architecture, and placemaking outcomes of past work	30
3	Design and Project approaches, per Appendix A narratives	30
4	Administrative elements including capacity, contract comments, and litigation history	10
5	TOTAL	100
6	Respondent or its team members are certified MBE/WBE firms (points given from 1-10 based on % of contract per Appendix C)	10
7	Total Potential Points	110

C. Interview Presentation

The Owner will interview selected Respondents. Key members of the proposed design teams must participate in the interview including the principal-in-charge, project architect, and/or other individuals proposed to play key roles in the planning and design of the Project and that will likely be interfacing with the Owner and its representatives for the duration of the Project.

IV. INSTRUCTIONS FOR SUBMISSION OF PROPOSAL

A. Site Visit

A site visit is optional for this initial RFQ submission. If selected as finalists, Respondents are highly encouraged visit the site.

An optional virtual "Respondent Conference" will be provided by the Owner and Owner's Project Manager via video call. The orientation will be held on December 3, 2021 at 10 AM. Please register for and access the meeting at the following Zoom link:

https://us02web.zoom.us/webinar/register/WN_6hJuV-Q6SsudmwFrqoQDuw

B. Questions:

Questions, interpretations, and clarifications regarding this request for qualifications should be in writing and directed to Holly Demers Sawyer, Owner's Project Manager, Colliers Project Leaders by December 6 **at 1:00 PM**. Email: holly.demers@colliers.com. NO PHONE CALLS WILL BE ACCEPTED.

Answers will be posted on the State of Rhode Island Purchasing Website at www.ridop.ri.gov and the Owner's website at www.195district.com via Addenda to ensure equal awareness of important facts and details on December 8.

C. Owner/Architect Agreement

The "Form of Agreement between Owner and Architect" (Appendix E) is found at the web links posted to that appendix. This document will serve as the contract for this Project. All firms submitting proposals should review this document to become familiar with the contract requirements and Owner's contract expectations. Any terms of this contract that are unacceptable to the proposing firm must be noted in the RFQ response. **Exceptions to the contract terms not identified in the written proposals will not be considered if the Respondent is selected for the Project.** The Owner reserves the right to negotiate terms and conditions with the successful Respondent and reserves the right to make modifications.

D. Submission Logistics

Five (5) Hard copies and **One (1) electronic copy** (PDF format) of each Respondent's proposal must be received at the following location on or before 1:00 PM on December 22, 2021.

Please address the RFQ responses as follows:

I-195 Redevelopment District
Innovation District Park Pavilion
RFQ for Architecture/Engineering Services
315 Iron Horse Way, Suite 101
Providence, RI 02908

Email responses to:

Holly Demers: Holly.demers@colliers.com

Peter Erhartic: Perhartic@195district.com

Please clearly mark all proposals with **“I-195 Redevelopment District – “Innovation District Park – Pavilion RFQ for Architecture/Engineering Services”**

Contents of Written Proposals

Care should be taken by the proposing firms to present a succinct but informative proposal. The full list of submission requirements can be found in Appendix A – Submission Requirements. Respondents with incomplete submissions may be disqualified for selection.



Exhibit 3: Aerial of the anticipated site, Park, and surrounding neighborhoods

APPENDIX A
SUBMISSION REQUIREMENTS

1. Name, address, and website of lead Respondent. Name, position, phone number, and email address of primary contact.
2. Written narratives:
 - a. Overview of Respondent and its interest in the Project
 - b. Preliminary design approach:
 - i. Present any initial inspiration, ideas, and reactions you may have to this site and program as it relates to your firm's design approach.
 - ii. How does your team approach this type of public building design? What do you believe will make for a successful park pavilion from a design standpoint? You may provide precedents by either your firm or other firms, inspiration, sketches, etc.
 - iii. Provide any additional information conveying why your firm is a good fit for the Project.
 - c. Project approach: Provide a narrative outlining the Respondent's intended approach to the Project and plan for working with the Owner and Owner's consultants to ensure a successful Project in conformance with the Project schedule and goals.
 - d. Present any initial ideas for resiliency at the site, particularly given its proximity to the Providence River.
3. List of three (3) most similar past projects including:
 - a. Name of Project, location, uses, square footage and Owner
 - b. Owner's Representative and telephone number for reference
 - c. Dollar value of the Project
 - d. Design schedule duration
 - e. Project photograph if complete or rendering if in progress
 - f. Completion date
 - g. Principal-in-Charge and Project Manager/Engineer
 - h. Original design fee including services during the construction and closeout phases
4. List of proposed sub-consultants
5. Resumes of all key team members
6. Anticipated duration of design schedule
7. RI Architectural License Number or that of anticipated Architect of Record
8. Completion of the ISBE participation form found in Appendix C
9. Comments, if any, to the proposed contract
10. A list of qualifications, if any, to the Scope of Work herein
11. Certificates of professional and general liability insurance
12. Administrative materials (see Appendix C), including:
 - a. Certification that a Certificate of Good Standing from the Rhode Island Division of Taxation will be delivered to the Corporation upon award;
 - b. A listing of all current and on-going contracts which may be of conflict of interest;
 - c. A disclosure of all outstanding financial obligations with the State of Rhode Island;
 - d. Completion of the attached MBE/WBE/DisBE participation plan form
 - e. A background check may be completed for the selected firm and a background check authorization form will be sought at that time

APPENDIX B
TERMS, CONDITIONS, and NOTIFICATIONS

A. Terms

1. All modifications to the RFQ must be written and not oral.
2. Late responses will not be accepted, and responses received via electronic submission only will be disqualified.
3. The Owner reserves the right to reject any and all qualifications in whole or in part or to waive any informality in selection if it is determined to be in the best interest of the Owner.
4. The Respondent is required to prepare its qualifications in accordance with the RFQ, including any modifying addenda. Respondents must disclose in writing any exceptions to the RFQ.
5. Respondents must inform the Owner of information concerning any:
 - a. Arbitrations and litigation
 - b. Criminal proceedings
 - c. State or local ethics law, regulation, ordinance and /or policy violations
6. The Owner reserves its right to request additional information from Respondents, after the opening of proposals.
7. The Respondent is solely responsible for the costs of its proposal.
8. Submitted qualifications are the property of Owner and will not be returned.
9. Submitted qualifications are considered public information; should any portions be considered confidential they should be marked as such.
10. The Respondent is presumed to have full knowledge of the RFQ and any addenda, the Project scope or work to be done, and all applicable laws.
11. The making of a preliminary award to a Respondent does not constitute a contract and does not provide the Respondent with any rights and does not impose upon the Owner any obligations. A Respondent has rights, and the Owner has obligations, only if and when a contract is executed by the Owner and the Respondent.
12. By offering a response to this RFQ the Respondent certifies that it has not divulged to, discussed or compared its response with other Respondents and has not colluded with any other Respondent or parties to this RFQ whatsoever.

B. Right to Annul or Terminate

The Owner reserves the right to amend, annul or terminate the RFQ at its sole discretion, before or after receiving responses. The Owner reserves the right to reject any or all Respondent, to request additional information, to waive any informalities or non-material deficiencies in a response, and to take any and all other action that, in the Owner's sole judgment, will be in its best interests. The Owner reserves the right to ask any Respondent to clarify its response or to submit additional information that the Owner in its sole discretion deems desirable. *Any proposals received after the time and date specified may not be considered. No Respondent may withdraw a proposal within sixty (60) days after the actual date of the opening thereof.*

NOTIFICATIONS:

- In accordance with R.I. Gen. Laws § 28-5.1-1 (a), equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island State government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of State employment. This policy applies to all areas where the State dollar is spent, in employment, public services, grants and financial assistance, and in State licensing and regulation. For further information, contact the Rhode Island Equal Opportunity Office at (401) 222-3090.
- In accordance with R.I. Gen. Laws § 7-1.2-1401 (a), no foreign corporation, a corporation without a Rhode Island business address, shall have the right to transact business in the State until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222-3040). This is a requirement only of the successful Respondent.

**APPENDIX C
ADMINISTRATIVE REQUIREMENTS**

**PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE
PARTICIPATION FORM**

The Rhode Island Department of Administration has defined an ISBE as a small business enterprise that is owned by one or more individuals who are women or minorities as defined by R.I. Gen. Laws § 34-17.1-3 or that is owned or controlled by one or more individuals with disabilities as defined by R.I. Gen. Laws § 37-2.2.-2. To be recognized, the business must be certified as either:

1. A minority business enterprise by the Office of Diversity, Equity, and Opportunity, a division in the Department of Administration ("ODEO");
2. A women business enterprise by ODEO; or
3. A disability business enterprise by the Governor's District on Disabilities.

The Owner supports the fullest possible participation of ISBEs in the procurement of services. Respondents may receive up to ten additional points for ISBE participation. Calculation of these points will be based on the methodology currently used by ODEO.

A. Respondent's ISBE Responsibilities (from 220-RICR-80-10-2)

1. Proposal of ISBE Participation Rate. Once selected as the Architect, and unless otherwise indicated in the RFQ, a Respondent must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Respondent shall be responsible for completing and submitting all standard forms as reasonably requested by the Owner's MBE/WBE/DisBe Coordinator including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Respondent that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Respondents shall be evaluated and scored based on the percentage rates submitted in their proposals. If awarded the contract, Respondents shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Respondent shall be responsible for submitting all substantiating documentation as reasonably requested by the Owner's MBE/WBE/DisBE Coordinator including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Respondent shall notify the Owner's MBE/WBE/DisBE Coordinator of the change as soon as reasonably possible. Respondents are required to achieve their proposed ISBE Participation Rates on any change order amounts.

5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Respondent becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the District, and the Owner and the Respondent may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Respondent or the direct result of an unanticipated reduction in the overall total project cost.

B. MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Respondents are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's District on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE 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 certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:

Type of Certification:

MBE WBE Disability Business Enterprise

Address:

Point of Contact:

Telephone:

Email:

Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:

% of Anticipated Contract Value

ISBE Participation Rate (%):

Anticipated Date of Performance:

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature

Title

Date

Subcontractor/Supplier Signature

Title

Date

**APPENDIX D
INSURANCE REQUIREMENTS**

(i). Comprehensive General Liability and property damage insurance, including personal injury, blanket contractual, broad form property damage liability and completed operations and products coverage and property damage with coverage limits of not less than \$1,000,000 combined single limit per occurrence and \$5,000,000 annual aggregate. All such insurance shall include Licensor and any managing agent of Licensor as additional insureds, shall include waiver of subrogation and be primary and non-contributory;

(ii). Workman's Compensation Insurance as required by the General Laws of Rhode Island;

(iii). Commercial Auto Liability with limits of \$1,000,000; and

(iv). Umbrella Liability of not less than \$5,000,000.

(v). Professional E&O Liability of not less than \$5,000,000.

Subject to final review by Licensor.

Any insurance procured by Licensee as herein required shall be issued by a responsible company licensed to do business in the State of Rhode Island, and shall name Licensor and any managing agent as additional insureds. Licensee shall provide thirty (30) days written notice to Licensor if such insurance will be canceled or if such insurance is materially amended to reduce the limits below those stated above; and (b) the property insurance company shall expressly waive any right of subrogation against Licensor. Certificates of insurance evidencing the required policies shall be delivered to Licensor by Licensee at least ten (10) days prior to the commencement of the Term. All renewal certificates of insurance shall be delivered to Licensor at least ten (10) days prior to the expiration of any such policies. THIS LICENSE AGREEMENT WILL NOT BE DEEMED EFFECTIVE UNTIL SUCH CERTIFICATES OF INSURANCE HAVE BEEN SUBMITTED TO LICENSOR.

**APPENDIX E
OWNER/ARCHITECT'S AGREEMENT**

See project dropbox at either the link below or found at www.195district.com/documents

Dropbox Link: <https://www.dropbox.com/sh/6cb4p8r4dqb42ku/AABwiazBBOljxWcZDBmUcAuAa?dl=0>

APPENDIX F PROPOSED SITE

See Dropbox link at www.195district.com/documents for downloadable PDF of survey

