## REQUEST FOR PROPOSAL

Office Furniture Supply, Delivery, and Installation

Rhode Island Commerce Corporation 315 Iron Horse Way, Suite 101, Providence, Rhode Island

## Project Overview

Through this Request for Proposal (RFP), the Rhode Island Commerce Corporation (Corporation) is seeking to engage a qualified vendor to provide furniture, including delivery and installation services, for their office at 315 Iron Horse Way, Suite 101 in Providence, Rhode Island. The scope consists of furnishing several offices, and conference rooms in their existing Corporation expects all furniture delivered and installed May 2018.

## Scope of Work

This RFP contains multiple attachments to communicate the basis of design. Base specifications for the desired furnishings are described on Attachment A (Furniture Specification Table). Floor plans showing the intended furniture layout as well as private office and work station typicals are set forth on Attachment B.

The manufacturers and models identified on Attachment A represent the basis of design for this project. Please note that proposals deviating from the basis of design described on Attachment A will be rejected. Respondents must satisfy the base bid in full for alternates to be considered. If a vendor wishes to propose furniture from alternate manufacturers or of alternate designs, such alternates must be submitted with the final RFP submission and indicated on Attachment A. Alternate furnishings must be equal or better quality in comparison to the base specification. To propose an alternate to the base bid, vendors must provide the following information regarding the proposed alternate:

1. Provide manufacturer, model, and pricing in designated columns on Attachment A.
2. Provide line-item breakdown (bill of materials) for all alternates proposed. This should cover individual attributes of each alternate including but not limited to finishes, upholstery grades, and model numbers.
3. Assuming the alternate is being proposed as a cost-saving opportunity, please provide overall project savings per line-item in designated column on Attachment A.
4. Colored cut sheet/brochure of the proposed alternate.
5. A detailed description of how the proposed alternate is equal to the base bid specification as well as how it isn't. Any difference between the original specification and the proposed specification should be clearly outlined. Attach description directly to colored cut sheet \& line-item breakdown.

The successful respondent will be responsible for all aspects of procuring, ordering, shipping, receiving, inspecting, staging and installing the furniture at Corporation at 315 Iron Horse Way, Suite 101 in Providence, RI. The office is accessible by a street-level entrance.

Respondent will be responsible for supervising the performance of the Scope of Work, including performance by any furniture related subcontractors. Respondent is responsible for overseeing product orders, deliveries, installations, punch-lists, and reasonable cleanup activities. Brittani Fleury, Vision 3 Architects will conduct a final walk through upon completion of the project to ensure the furniture package was delivered and installed as anticipated by Corporation.

An electronic copy of the furniture plans and an electronic copy of Attachment A will be made available to vendors upon request only after the vendor submits indemnification form (Attachment C) signed by a company officer to Brittani Fleury, Vision 3 Architects. Please send the completed form to the following e-mail address: bfleury@vision3architects.com, Once furniture order is complete, vendor will provide final furniture installation drawing (floor plan) in both .pdf and .dwg format to Rhode Island Commerce Corporation for record.

Furniture quantities are to be determined by the respondent and indicated on both Attachment A and the line-item cap spec included with the bid. Quantities should be based on Rhode Island Commerce Corporation’s proposed furniture plan (Attachment B). Corporation may adjust these quantities to meet their needs as required. Additionally, the successful vendor must agree to hold project pricing for the duration of one (1) year after project completion in the event Corporation finds they need to order additional pieces to supplement the floor plan.

Upon award of the project, the successful vendor will work with the specifying designer to select any remaining finishes and upholsteries. Successful vendor shall provide a full set of color brochures for all lines specified to Corporation for record.

## Project Timeline

Respondents to this Request for proposals must provide a schedule which shows:

- Time from order date to receipt of furniture at proposer's warehouse
- Duration of installation
- Vendor shall notify Corporation no later than two business days prior to delivery and installation of the furniture, delivery notification shall be made to Mike Walker at mike.walker@commerceri.com. Furniture delivery and installation must be carried out between 8:00 am and 5:00 pm on weekdays, or at other times by mutual agreement. If for whatever reason the delivery is postponed beyond the target completion date of May 2018, the successful vendor shall cover monthly storage costs for up to but not more than one month.
Corporation may conduct interviews with one or more finalists to determine the successful vendor, Corporation's objective is to award the proposal to one vendor. That said, Corporation reserves the right to make awards to multiple vendors on an item-by-item or item group basis. All parties responding to this RFP do so at their own expense. Corporation assumes no responsibility or liability for costs associated with responding to this RFP.

Through this RFP, Corporation has not committed to undertaking the work set forth. Corporation reserves the right to reject any and all proposals (wholly or in part), to call for new proposals, amend scope of services, or to enter into negotiations with one or more respondents if

Corporation deems it is in their best interest. Corporation reserves the right to make those decisions after receipt of responses. Corporation's decision on these matters is final.

## EVALUATION CRITERIA

Vendors are advised that only complete proposals for all line-items specified will be accepted. Partial or incomplete proposals will void the proposal in its entirety. Each proposal will be reviewed, and a determination will be made based on the following factors:

- Professional ability, capacity, and skill of the vendor to perform the work as outlined in Scope of Work
- Cost
- Ability to perform work within time constraints without delay or interference
- Previous experience working in commercial office buildings
- Availability of all products
- Ability to meet specifications set forth in the Scope of Work
- Recommendations by references
- Conformity to provided base specification
- Other pertinent information submitted
- Minority business participation

|  | Points |
| :--- | :---: |
| OVERALL EXPERIENCE OF COMPANY \& DEMONSTRATED <br> RESULTS <br> Our evaluation will include an assessment of the history of your company, your <br> experience as it relates to the requirements within this RFP, evidence of past <br> performance, quality and relevance of past work, references, and related items. | 20 |
| QUALIFICATIONS OF PERSONNEL <br> Our evaluation will include an assessment of the qualifications and experience <br> of your managerial team, staff, subcontractors, and related items. | 10 |
| SCHEDULE AND PRODUCT AVAILABILITY <br> Proposal completeness, clarity of the schedule and product availability will all <br> be considered | 30 |
| BUDGET APPROACH/COST EFFECTIVENESS <br> Effective and efficient delivery of quality services is demonstrated in relation to <br> the budget allocation. The allocation is reasonable and appropriate. | 40 |
|  | Total |

1. ISBE Participation Evaluation (see below for scoring)
a. The Rhode Island Commerce Corporation encourages MBE/WBE/DisBE participation in this Request. In accordance with Title 37, Chapter 14.1, and Title 37, Chapter 2.2 of the Rhode Island General laws, the Corporation reserves the right to apply additional consideration to MBE/WBE/DisBE up to six (6) additional points in the scoring evaluation as provided below:
b. Calculation of ISBE Participation Rate
i. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for nonISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract price is $\$ 100,000.00$ and it subcontracts a total of $\$ 12,000.00$ to ISBEs, the nonISBE's ISBE participation rate would be $12 \%$.
ii. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example, if the ISBE vendor's total contract price is $\$ 100,000.00$ and it subcontracts a total of $\$ 12,000.00$ to ISBEs and will perform a total of $\$ 8,000.00$ of the work itself, the ISBE vendor's ISBE participation rate would be $20 \%$.
c. Points for ISBE Participation Rate:
i. The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:
(Vendor's ISBE participation rate $\div$ Highest ISBE participation rate X Maximum ISBE participation points)

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at $20 \%$ and Vendor B's ISBE participation rate is $12 \%$, Vendor A will receive the maximum 6 points and Vendor B will receive $(12 \% \div 20 \%)$ x 6 which equals 3.6 points.

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms 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

Designated Corporation staff or selected advisors will evaluate the written proposals. The Corporation may at any time during the evaluation process seek clarification from Proposers regarding any information contained within their proposal. Final scores for each Proposer will reflect a consensus of the evaluations.

Any attempt by a Proposer to contact a member of Corporation staff or selected advisors outside the RFP process, in an attempt to gain knowledge or an advantage, may result in disqualification of Proposer.

## Instructions and Notifications to Proposers

1. Potential proposers are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
2. Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as being non-responsive.
3. All costs associated with developing or submitting a proposal in response to this RFP, or to provide oral or written clarification of its content, shall be borne by the proposer. The Corporation assumes no responsibility for such costs.
4. Proposals are considered to be irrevocable for a period of not less than 120 days following the date set for submission of proposals.
5. All pricing submitted will be considered to be firm and fixed unless otherwise indicated herein.
6. Proposals misdirected to other locations, or that are otherwise not present at the Rhode Island Commerce Corporation by the submission deadline for any cause will be determined to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the reception area of the Rhode Island Commerce Corporation.
7. All proposals should identify the proposed team of professionals, including those employed by subcontractors, if any, along with respective areas of expertise and relevant credentials. Proposers should also provide a delineation of the portion of the scope of work for which each of these professionals will be responsible.
8. All proposals should include the proposer's FEIN or Social Security number as evidenced by a W9, downloadable from www.purchasing.ri.gov.
9. All proposals must include a completed RFP Response Certification Cover Form, included in this document.
10. The purchase of services under an award made pursuant to this RFP will be contingent on the availability of funds and made at the discretion of the Corporation.
11. Awarding this RFP is based on the Evaluation Criteria set forth in this RFP. Vendors are advised, however, that all materials and ideas submitted as part of this proposal and during the performance of any award shall be the property of and owned by the Corporation, which may use any such materials and ideas.
12. Interested parties are instructed to peruse the Corporation's website (www.commerceri.com) on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP. Addenda will also be posted to the Rhode Island State Division of Purchases' website at www.purchasing.ri.gov.
13. Equal Employment Opportunity (R.I. Gen. Laws § 28-5.1-1, et seq.) - § 28-5.1-1

Declaration of policy - (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 nonclassified services of state employment. This policy applies to all areas where State dollars are
spent, in employment, public services, grants and financial assistance, and in state licensing and regulation.
14. In accordance with Title 7, Chapter 1.2 of the General Laws of Rhode Island, no corporation organized under the laws of another state or country shall have the right to transact business in Rhode Island 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 agency.
15. The Corporation encourages MBE/WBE/DisBE participation in this solicitation. In accordance with Title 37, Chapter 14.1, and Title 37, Chapter 2.2 of the General Laws of Rhode Island, the Corporation reserves the right to apply additional consideration to offers, and to direct awards to bidder's other than the responsive bid representing the lowest price where:

1. The offer is fully responsive to the terms and conditions of the Request;
2. Firms with MBE/WBE/DisBE participation may to receive up to six (6) extra points in the scoring evaluation.
3. The firm making the offer has been certified by the R.I. Department of Administration to be a small business concern meeting the criteria established to be considered a MBE/WBE/DisBE. For further information, visit the website www.mbe.ri.gov.
4. The Corporation reserves the right to award to one or more Proposers.

## Proposal Requirements

In order to be considered responsive, proposals must at a minimum contain the following:

## Technical Proposal Elements

General Firm Information
Provide a brief description of your firm, including the following information:

1. Company profile including legal name, company history, and organizational structure
2. Names of all officers, directors, or partners of the firm
3. Address of all offices of the firm
4. Number of employees of the firm

## Experience and Resources

1. Describe your firm and its capabilities. Indicate your capacity to provide the furniture items and related services described in the Scope of Work.
2. Identify specific members of the project team that will be providing services to Rhode Island Commerce Corporation. Provide appropriate background information for each such person as well as contact information including e-mail address and telephone number.
3. Please provide at least three (3) references (including a company name, contact name, e-mail address, and telephone number) for organizations or businesses for which you have performed similar work within the past three years.
4. Please indicate in-house or contracted installation and service. If in-house, indicate number of installation/service staff. If contracted, please list contractor(s) and length of relationship(s) or volume of work completed within the past three years. Please also indicate estimated installation time for project layout.
5. Identify any material litigation, administrative proceedings or investigations in which your firm is currently involved. Identify any material litigation, administrative proceedings or investigations, to which your firm or any of its principals, partners, associates, subcontractors or support staff was a party, that has been settled within the past two (2) years.

## Furniture Specifications

1. Provide completed Furniture Specification Table (Attachment A). This should include any proposed alternates as well as discount structures and lead times for all proposed lines in the designated columns.
2. Provide a line-item breakdown featuring a full bill of materials that includes each item listed on Furniture Specification Table (Attachment A). This should cover individual attributes of each specified piece including but not limited to finishes, upholstery grade, model numbers, and other notable features that could affect cost (i.e. arm type, casters, lumbar support etc.).
3. Provide manufacturer warranties for all proposed line items. The selected vendor shall be responsible for warranty labor for the time stated in the manufacturer's written warranty.

## Cost Proposal

Please provide a cost proposal for the Scope of Work using the Furniture Specification Table attached (Attachment A). Include all costs for furniture, shipping, delivery (including all transportation, packaging, crates, containers, insurance, duty and brokerage charges), installation and clean-up (including the removal of non-recycling and recycling waste materials which includes but is not limited to: dimensional and palette wood, plastics, rigid foams, padding, and metals), related services and any other costs or fees that may be incurred in the performance of the Scope of Work. Delivery and Installation cost should be broken out as a separate line item on the Furniture Pricing Table (Attachment A). Should the respondent feel that after hours or weekend work will be required to complete the project on time, please make any necessary adjustments to your labor costs to reflect this possibility and, if applicable, include hourly overtime rates. Corporation is exempt from RI Sales and Use Tax. An Exemption Certificate will be provided with the order.

## Proposal Submission

Responses to this RFP are due by Friday March 16, 2018 by 2:00pm. One (1) electronic (PDF) version on thumb drive or disk and four (4) printed copies of the complete proposal must be mailed or hand-delivered in a sealed envelope marked:

Rhode Island Commerce Corporation<br>Attention: Office Furniture Supply, Delivery, and Installation RFP<br>315 Iron Horse Way, Suite 101<br>Providence, RI 02908

Note: No phone calls and late responses will be accepted and responses received via electronic submission only will be disqualified.

Questions, interpretations, or clarifications concerning this RFP should be directed by e-mail to mike.walker@commerceri.com no later than Friday, March 9, 2018. Responses to questions, interpretations, or clarifications concerning this RFP will be posted online via addendum at www.commerceri.com and www.purchasing.ri.gov on Monday, March 12, 2018 to ensure equal awareness of important facts and details.

The Rhode Island Commerce Corporation reserves the right to terminate this solicitation prior to entering into any agreement with any qualified firm pursuant to this Request for Proposal, and by responding hereto, no firms are vested with any rights in any way whatsoever.

Rhode Island Commerce Corporation reserves the right to reject any or all proposals for not complying with the terms of this RFP.

## APPENDIX A

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

## A. Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer 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 Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities 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 Proposer 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. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor’s Commission on Disabilities 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 Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers 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 Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer 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. Bidders 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.

Attachment A
Furniture Specification Table
Please provide line-item pricing for all pieces listed on Furniture Specification Table below. Refer to Furniture Floor Plan (FI.I) \& Associated Typicals
(Attachment B)

| $\begin{array}{l\|} \hline \text { Item } \\ \text { Code } \end{array}$ | Item | Manufacturer | Basis of Design Model \& Model \# | Dimensions WxDxH | Item Description | Discount Off List Price | Est. Lead Time | Proposed Unit Sell Price | Qty. | Total | Proposed Alternate | Proposed Unit Alternate Sell Price | $\begin{array}{\|c\|} \hline \text { Alternate } \\ \text { Total } \end{array}$ | Total <br> Project <br> Savings <br> Over <br> Basis of <br> Design |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| C-1 | Task Chair | 9 to 5 Seating | Vault - 1460-Y1-A41-C | 26"x25" | Rachet back Height Lumbar Adjustment, 6-Way Adjustable Arm (A41), Carpet Casters, Simple Synchro Tilt Control, Black Mesh Back, Upholstery: Grade C, Momentum Textiles, Pattern: Beeline, Color: Jetty |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-2 | Executive Guest Chair | Keilhauer | Cal Side Chair - 6601 | 22"x22"x33.5" | Side chair w/ Onyx Metal Finish (PC01) \& COM Upholstery Manufacturer: Architex, Pattern: English Leather, Color: Nuance |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-3 | Conference Chair | 9 to 5 Seating | Diddy Chair 2450-B2-A24 | 21.5"x27.5"x36.5" | Mid-Size Basic Control, Leather Upholstery (Grade L3, Highland Black), C-7 Casters w/ Chrome Accent, Polished Aluminum Base |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-4 | Executive Task Chair | 9 to 5 seating | Cosmo Leather High-Back Chair 3230-X2-A38 | 28.5 "x25"x40-45" | High-Back Dynamic Synchro Tilt Control, Seat Slider, Height Adjustable Arm (A38), Carpet Casters, Fully Upholstered w/ Leather Upholstery (Grade L3, Highland Black), Lockable Tilt Controls |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-5 | Reception Chair | OFS | Lona Mid-Back Lounge Chair - 84016 | 29.5 "x31.5"x30" | Fully upholstered, 4-Prong Swivel base in Black Finish (HSY), COM Upholstery - Manufacturer: CF Stinson, Pattern: Shantung, Color: Penny - SH08. |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-6 | Reception Lounge Chair | Keilhauer | Highland Lounge Chair - 1641 | 35.25"x32.5"x29" | Single Seat Lounge chair w/ Onyx Metal Finish (PCO1) \& COM Upholstery - Manufacturer: Architex, Pattern: English Leather, Color: Nuance |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-7 | Board Room Chair | 9 to 5 seating | Cosmo Leather Mid-Back Chair 3200-X2-A31 | 28.5 " $\times 25$ " $\times 40-45$ " | Mid-Back Dynamic Synchro Tilt Control, Seat Slider, Black Soft Touch Fixed Cantilever Arm (A31), Carpet Casters, Fully Upholstered w/ Leather Upholstery (Grade L3, Highland Black), Lockable Tilt Controls |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-8 | Additional Board Room Seating | National Office Furniture | Jiminy Nesting Chair, Static - N52GHA | 35.5"x22"x33.5" | Netsing Chair w/ Mesh back, Static (Back legs to feature small glide rollers to allow for ease of mobility when nesting), Soft Glides (C21), Platinum Metallic Silver Frame, Black Mesh Back, Adjustable Arms, Grade 7 Upholstery (Silica) |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-9 | Executive Lounge Chair | Keilhauer | $\begin{aligned} & \text { Highland Lounge Chair - } \\ & 1641 \end{aligned}$ | 35.25"x32.5"x29" | Single Seat Lounge chair w/ Onyx Metal Finish (PC01) \& COM Upholstery - Manufacturer: Momentum Textiles, Pattern: Infusion, Color: Shadow |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-10 | Open Office Stool | National Office Furniture | $\begin{array}{\|l\|} \hline \begin{array}{l} \text { Ditto Stool(Pack of 2) - } \\ \text { N36S2M } \end{array} \\ \hline \end{array}$ | 21.25 "x22.75"x45" | Polypropylene Seat and Back w/ Sled Base and Carpet Glides, Polypropylene Finish: TBD |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-11 | Lounge Chair | National Office Furniture | Fringe Club Chair N92CSA | 30.5"x28"x34.25 | Fully Upholstered Lounge Chair w/ Static Swivel Club Base (Cinder Finish), Ability to Swivel 360 Degrees, Carpet Glides, Grade 3 Upholstery |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |
| C-12 | Office Guest Chair | National Office Furniture | Tag Guest Chair, Upholstered Square Back - N60AWX | 23.5"x21"x31" | Upholstered Square Back, Upholstered Seat, Black Arms, Platinum Silver Frame, Grade 3 Upholstery (TBD), Soft Floor Glides (C8) |  |  |  |  | \$0.00 |  |  | \$0.00 | \$0.00 |







# Attachment C 

Date: March 6, 2018 Client:

Project: Rhode Island Commerce Corporation 317 Iron Horse Way, Providence, RI
Project No.: I7024b
Drawings: Furniture Floor Plan - FI.I

## INDEMNIFICATION AND AUTHORIZATION FOR DELIVERY OF ELECTRONIC MEDIA FILES VIA EMAIL

Per the direction of Rhode Island Commerce Corporation, we are making electronic media files available to you for the above-referenced project. In accepting our Instruments of Service on electronic media you covenant and agree that all such documents and data are Instruments of Service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. Electronic media files of the latest drawings generated by the Architect and accepted by you are compatible with AutoCAD Release 2013.

By your signature, you certify your authorization, as an officer of the Company, to execute this indemnification on behalf of your Company, and agree to waive all claims against the Architect resulting in any way from any changes, use or reuse of the Architect's Instruments of Service by you or any person or entity who directly or indirectly receives the Architect's Instruments of Service from you.

Additionally, you agree, to the fullest extent permitted by law, to indemnify and hold the Architect harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense arising from any changes, use or reuse of the Architect's Instruments of Service by you or any person or entity who directly or indirectly receives the Architect's Instruments of Service from you.

Under no circumstances shall transfer of the Architect's Instruments of Service on electronic media be deemed a sale by the Architect. The Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose of the Instruments of Service being delivered.

## For the Architect:

Vision 3 Architects
Company Officer:
Title:
Signature:
Date:
For the Contractor:
Company Name:
Company Officer:
Title:
Signature:
Date:

## RFP RESPONSE CERTIFICATION COVER FORM

# Instruction: To fulfill your RFP response, this form must be completed, printed, signed and included with your submission. 

## SECTION 1 - RESPONDENT INFORMATION

## RFP Number:

RFP Title:
RFP Respondent Name:

## Address:

## Telephone:

## Fax:

## Contact Name:

## Contact Title:

## Contact Email:

## SECTION 2 -DISCLOSURES

RFP Respondents must respond to every statement. RFP Responses submitted without a complete response may be deemed nonresponsive.

Indicate " $Y$ " (Yes) or " $N$ " (No) for Disclosures 1-4, and if "Yes," provide details below
$\qquad$ 1. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
$\qquad$ 2. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
___ 3. State whether the Respondent, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent or any parent, subsidiary, or affiliate has been fined more than $\$ 5000$ for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.
__ 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Respondent is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.

Disclosure details (continue on additional sheets if necessary):

## SECTION 3 —OWNERSHIP DISCLOSURE

## Respondents must provide all relevant information. Respondent proposals submitted without a complete response may be deemed nonresponsive.

If the Respondent is publicly held, the Respondent may provide owner information about only those stockholders, members, partners, or other owners that hold at least $10 \%$ of the record or beneficial equity interests of the Respondent; otherwise, complete ownership disclosure is required.

List each officer, director, manager, stockholder, member, partner, or other owner or principle of the Respondent, and each intermediate parent company and the ultimate parent company of the Respondent. For each individual, provide his or her name, business address, principal occupation, position with the Respondent, and the percentage of ownership, if any, he or she holds in the Respondent, and each intermediate parent company and the ultimate parent company of the Respondent.

## SECTION 4 -CERTIFICATIONS

## Respondents must respond to every statement. Responses submitted without a complete response may be deemed nonresponsive.

Indicate " $Y$ " (Yes) or " $N$ " (No), and if "No," provide details below.
THE RESPONDENT CERTIFIES THAT:
$\qquad$ 1. The Respondent will immediately disclose, in writing, to the Rhode Island Commerce Corporation any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
___ 2. The Respondent possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Respondent shall immediately notify the Rhode Island Commerce Corporation in writing.
___ 3. The Respondent will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Respondent will immediately notify the Rhode Island Commerce Corporation in writing.
_ 4. The Respondent understands that falsification of any information in its RFP response or failure to notify the Rhode Island Commerce Corporation of any changes in any disclosures or certifications in this Respondent Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
5. The Respondent has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the Rhode Island Commerce Corporation or the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Respondent further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
__ 6. This RFP response is not a collusive RFP response. Neither the Respondent, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other Respondent or person to submit a collusive response to the solicitation or to refrain from submitting response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other Respondent or person to fix the price or prices in the response or the response of any other Respondent, or to fix any overhead, profit, or cost component of the price in the response or the response of any other Respondent, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the Rhode Island Commerce Corporation or the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The price in the response is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Respondent, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
7. The Respondent: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
$\qquad$ 8. The Respondent will comply with all of the laws that are incorporated into and/or applicable to any contract with the Rhode Island Commerce Corporation.

Certification details (continue on additional sheet if necessary):

Submission by the Respondent of a response pursuant to this solicitation constitutes an offer to contract with the Rhode Island Commerce Corporation on the terms and conditions contained in this solicitation and the response. The Respondent certifies that: (1) the Respondent has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the response is based on this solicitation; and (3) the information submitted in the response (including this Respondent Certification Cover Form) is accurate and complete. The Respondent acknowledges that the terms and conditions of this solicitation and the response will be incorporated into any contract awarded to the Respondent pursuant to this solicitation and the response. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this response and has been duly authorized to execute and submit this response on behalf of the Respondent.

RESPONDENT

## Date:

$\qquad$

[^0][^1]Printed name and title of person signing on behalf of Respondent


[^0]:    Name of Respondent

[^1]:    Signature in ink

