



Solicitation Information

June 23, 2017

Request for Qualifications (RFQ) # 7554495

TITLE: Public Private Partner for Master Planning, Feasibility, Construction and Financing of an Intermodal Transportation Center

Submission Deadline: Monday July 31, 2017 at 11:00 am (Local Time)

PRE-PROPOSAL CONFERENCE: Please monitor purchasing website for further information

Questions concerning this solicitation must be received by the Division of Purchases at thomas.bovis@purchasing.ri.gov no later than **7/14/2017 at 4 PM (Local Time)** Questions should be submitted in a Microsoft Word attachment. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Internet as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

SURETY REQUIRED: No

BOND REQUIRED: No

**Thomas Bovis
Interdepartmental Project Manager**

Applicants must register on-line at the State Purchasing Website at www.purchasing.ri.gov

Note to Applicants:

Offers received without the entire completed RIVIP Generated Bidder Certification Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION FORM

Request For Qualifications

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Request for Qualifications

1. INTRODUCTION

1.1 The Opportunity

The Rhode Island Department of Administration / Division of Purchases, on behalf of the Rhode Island Department of Transportation ("**RIDOT**") in association with its public partners, the Rhode Island Commerce Corporation ("**Rhode Island Commerce Corporation**") and the Rhode Island Public Transit Authority ("**RIPTA**"), is soliciting Statements of Qualifications ("**SOQs**") from interested and qualified firms to enter into a performance-based contract with the State to (i) design, construct, operate and maintain an intermodal transportation center in downtown Providence (the "**PITC**") and (ii) design, construct, finance, operate and maintain associated commercial real-estate development that the Developer believes would support the State's Economic Development Goals (the "**Private Development**", collectively with the PITC, the "**Project**"). The Project is a high priority for RIDOT, RIPTA and the State and is viewed as critical to stimulating the downtown Providence economy. The cost to design and construct the PITC and its associated infrastructure is roughly estimated at \$55-80 million (excluding ongoing operations and maintenance payments) and the Private Development is likely to be in excess of \$100 to \$125 million.

1.2 Purpose of this RFQ

The purposes of this RFQ are to:

- (a) invite prospective Respondents to submit their SOQs;
- (b) provide details and information concerning the Project to prospective Respondents; and
- (c) set out:
 - (i) the submission requirements for an SOQ;
 - (ii) the RFQ Evaluation Criteria; and
 - (iii) the terms and conditions that will generally apply to the RFP.

1.3 Terms and Conditions for the Procurement Process

The terms and conditions in Appendix 3 (*Terms and Conditions*) will govern this RFQ (the "**Terms and Conditions**").

1.4 Definitions

Capitalized terms and acronyms used in this RFQ have the meanings set forth in Appendix 1 (*Definitions and Interpretations*).

2. PROJECT INFORMATION

2.1 Project Overview

(a) Providence Intermodal Transportation Center (PITC)

- (i) The Developer will be required to design, construct, operate and maintain a new, LEED certified or higher, 15-20 berth bus terminal with segregated, curbed, fully accessible passenger loading areas and a fully integrated retail corridor.

The PITC component of the Project also includes:

- (A) the design and construction of the Road Improvements;
 - (B) a passageway and/or connection to Providence Station (RIDOT is in discussions with Amtrak to solidify its coordination for the Project, to be described more fully in the RFP);
 - (C) leasing and management of the available concession spaces within the PITC's retail corridor; and
 - (D) if necessary, relocation and reconstruction of the State Boiler House and State House's existing parking lot (to be described more fully in the RFP).
- (ii) The Developer's operations and maintenance obligations will be described in the Performance Criteria and Technical Requirements in the RFP, and will primarily include:
 - (A) security for the PITC and immediate surrounding area;
 - (B) cleaning services;
 - (C) concessionaire services with respect to retail operations;
 - (D) building HVAC, lighting and electrical services;
 - (E) site lighting, landscaping, snow removal;
 - (F) maintenance of core technological and communications equipment;
 - (G) any other customary and usual facilities management services; and
 - (H) any life-cycle major maintenance work necessary to hand the PITC back to the State in a condition that will be required in the Comprehensive Agreement.
 - (iii) The Developer will not be responsible for RIPTA's operations of the buses or ticketing, but it will be responsible for interfacing with RIPTA's employees to ensure that the PITC is properly enabling RIPTA and the private intercity carriers to maintain the performance levels established in the Comprehensive Agreement.
 - (iv) The Developer will not be responsible for operations or maintenance of the Road Improvements or the State Boiler House.

(b) **Private Development**

- (i) The Developer will also be required to design, construct, finance, operate and maintain the Private Development on any of the Private Development Parcels. The Developer will only be required to undertake a Private Development that the State approves and that the Developer believes would contribute to achieving the Project Objectives and the State Economic Development Goals, and would be viable based on the State's level of support and the then current commercial real-estate market.
- (ii) The Private Development can include each or a combination of the following:
 - (A) an office building; and/or
 - (B) residential or student housing; and/or
 - (C) a hotel; and/or
 - (D) retail development; and
 - (E) associated parking facilities.
- (iii) As described in Section 5.1(e) (*Public Commitment for Private Development and Economic Growth*), the State is committed, subject to certain requirements and conditions in the RFP, Pre-Development Agreement and the Comprehensive Agreement, to assisting in the success of the Private Development.

2.2 **Project Objectives**

The State intends to enter into the Comprehensive Agreement with the Developer in order to achieve the Project's objectives, and expects the Developer to bring the necessary resources and expertise to meet these objectives (the "**Project Objectives**"), which include:

(a) **PITC Objectives:**

The PITC must:

- (i) create a smart and enduring bus facility that from a design perspective complements the historically significant Rhode Island State House and surrounding Capital Center, but stands out with an aesthetically attractive design that alters the traditional perception of a bus terminal;
- (ii) deliver a bright, safe and "world class" traveler experience that allows users to enjoy an intuitively-designed transportation center that is seamlessly integrated with retail offerings and access to Amtrak and MBTA rail services at Providence Station;
- (iii) efficiently integrate RIPTA's public bus system, private intercity coach buses, taxi, car sharing and limousine services and other forms of transportation, while simultaneously fostering transit-oriented development;
- (iv) allow for connectivity to the surrounding business and residential community;

- (v) be flexible and capable of meeting projected increases in ridership and changes in technology over the next 30 years;
- (vi) increase availability of access for bicycles, scooters and other forms of "environmentally friendly" forms of transportation;
- (vii) offer rich retail options that demonstrate the dynamism of the Providence community; and
- (viii) optimize risk allocation between the Developer and the State.

(b) **The Private Development Objectives:**

The Private Development must:

- (i) support and enhance Providence's and the State's Economic Development Goals by creating a regionally acclaimed transit-oriented development;
- (ii) enhance the local economy by creating, both directly and indirectly, short-term and long-term jobs for Providence residents;
- (iii) stimulate economic activity and synergy in the Capital Center;
- (iv) be an architecturally compelling building or buildings that will complement the State House and surrounding community and integrate with the PITC;
- (v) provide sufficient parking to meet the demands of the Private Development; and
- (vi) minimize the overall Public Contribution Amount.

2.3 **Site Location**

(a) **PITC Project Site**

The PITC must be located on either of the Gaspee North or Gaspee South parcels identified in Appendix 4 (*Project Site*) (the "**PITC Site**"). RIDOT and RIPTA are still reviewing and analyzing these two possible site locations and will release their determinations with the RFP. The PITC Site is subject to the applicable land use regulations referred to in Section 6.1(a) (*Land Use Approvals*). The PITC Site will be selected based upon final studies analyzing among other things, (i) land use permitting, (ii) the best location for improved service and direct transfers among all RIPTA and private local carrier bus routes, and (iii) methods for minimizing RIPTA's operating cost impacts while maximizing impacts to reliability.

(b) **Private Development**

- (i) **State-owned Parcels** – the State will provide development rights to the Developer for Private Development:
 - (A) above and/or below the PITC, subject to obtaining the applicable land use approvals described in Section 6.1(a) (*Land Use Approvals*); and/or

- (B) adjacent to the PITC on either the Gaspee North or Gaspee South parcels (whichever is not utilized for the PITC) both of which are identified in Appendix 4 (*Project Site*); and/or
 - (C) on the 1 Park Row West Parcel also identified in Appendix 4 (*Project Site*).
- (ii) **Privately-owned Parcel** – the State has also been engaged in discussions with the owner and the existing ground tenant of Parcel 6C identified in Appendix 4 (*Project Site*) ("**Parcel 6C**") who have expressed interest in participating in the Project. Should the Developer desire Parcel 6C for its Private Development, the State will also provide assistance to the Developer in obtaining an assignment of lease from Parcel 6C's owner and existing ground tenant or a sublease from the ground tenant.
- (c) **Gaspee Street Relocation and Exchange Street Extension**
- (i) In order to make the Project Site viable for the PITC and RIPTA's bus operations, the Developer will be required to first complete "**Road Improvements**", which will include the following:
 - (A) a relocation of all, or a portion of, Gaspee Street;
 - (B) an extension of Exchange Street over the Amtrak tunnel to the relocated Gaspee Street; and
 - (C) improvements to intersections that are essential to the PITC's operations.
 - (ii) RIDOT will advance the design of the Road Improvements and provide such Performance Criteria and Technical Requirements to the Developer as part of the RFP.
 - (iii) The map provided in Appendix 4 (*Project Site*) illustrates the realigned Gaspee Street and an extension of Exchange Street described above.
- (d) **State Boiler House Relocation**
- The State is currently performing priority rehabilitation work to the State Boiler House. Depending upon certain variables that are currently being assessed, it is possible that the RFP will include a requirement that the State Boiler House be relocated or undergo major modifications as part of the Project's scope. The Developer will only be responsible for the relocation and reconstruction or modifications of the State Boiler House and not its operations or maintenance.

2.4 Phasing of the Project

- (a) The Comprehensive Agreement will establish certain critical path milestones that the Developer will be required to complete on the PITC prior to commencing construction on the Private Development component of the Project.
- (b) **Phase 1** – The State's objective is for the PITC to be operational in advance of any Private Development. The PITC must achieve commercial operation in 2020.

- (c) **Phase 2** - Private Development on State-owned property adjacent to the PITC should be prioritized over Private Development on Parcel 6C.

3. BACKGROUND AND MARKET OPPORTUNITIES

3.1 Connecting Providence's Primary Public Transportation Services

Providence has had a significant increase in ridership in both its rail and bus transportation systems over the past two decades, with total ridership at Providence Station in 2016 at approximately 1.3 million persons. MBTA's rail service to Providence Station is consistently the largest annual ridership of all of MBTA's stations outside of downtown Boston. Providence Station is also Amtrak's 11th busiest station in the nation, in part due to Acela service creating a market for business day trips to and from New York City.

RIPTA's current bus transportation center, which consists of 15 bus berths and outdoor passenger shelters, is located at Kennedy Plaza ("**Kennedy Plaza**") and currently 34,000 RIPTA customers travel through Kennedy Plaza each day.

Kennedy Plaza and Providence Station have become increasingly more important for residents and visitors to Rhode Island, but are currently separated by 1,700 feet, creating a disconnect between the two transportation hubs. Accordingly, the State determined that Kennedy Plaza and Providence Station should be connected in order to stimulate and encourage synergies between these two transportation hubs and to stimulate economic development in the Capital Center (described below).

RIDOT applied for and received a federal transportation planning grant to assess the feasibility of connecting these transportation facilities and the results of this study have informed the PITC Site selection and Performance Criteria and Technical Requirements for this Project.

Additionally, in 2014, the State's voters approved a \$35 million bond issue to support transit hubs that encourage transportation-oriented commercial development, and the State intends to use bond proceeds for the PITC.

3.2 Market Opportunities

(a) Commercial Real Estate Opportunity

The immediate location of the potential development is characterized by close proximity to the existing Amtrak and MBTA commuter rail station, luxury condos, market rate apartment buildings, student housing, Providence Place Mall, the corporate offices of Blue Cross & Blue Shield of Rhode Island and Citizens Bank, government offices and public space including Waterplace Park. As such, new commercial real estate uses (e.g., office space, multi-family, retail) would be easily accessed by commuters, visitors, area employees and local residents. Overall, Class A office rents in the Providence market have increased over the past two years. Additionally, the majority of existing space is aging, and there is limited availability of large blocks of contiguous space, all indicative of a market opportunity for new, high-quality office space. Additionally, with comparatively lower rents than Boston, Providence offers an opportunity to attract tenants seeking close proximity to Boston, such as back-office operations to support existing Boston tenants; the potential development is particularly well-suited to attract this kind of tenant due to adjacency to the existing Amtrak and MBTA commuter rail station and the future PITC.

For a more detailed market analysis see Appendix 5 (*Providence Market Commercial Real Estate General Overview*).

(b) Parking

The Providence Station ranks as the 11th busiest Amtrak stop in the nation, with almost 720,000 passenger "on offs" annually as of 2016. With approximately 2,000 passengers daily, the adjacent two-level underground parking garage with a 360-vehicle capacity is typically full by early morning on weekdays, forcing many passengers to utilize the Providence Place Mall garage or area surface lots.

(c) **Capital Center**

Passenger and freight rail tracks and rail yards were at one time concentrated through downtown Providence physically separating the downtown from the State House. Several federal and State agencies and Amtrak realigned and lowered the Northeast Corridor tracks to its current location, and created 48 acres of valuable urban property, which now constitutes the Capital Center Special Development District (the "**Capital Center**"). Concurrently, the Capital Center Commission was established to guide and regulate the development of the Capital Center and ensure that the Capital Center was linked to downtown and the State House while creating an attractive and orderly public space along with new developable land. To date, approximately 15 of the original 48 acres remain vacant. It is on a portion of this vacant property and State-owned parcels that the Project is expected to be constructed. Adjacent air rights may also be available.

As depicted in Appendix 4 (*Project Site*), the Capital Center is comprised of the land area north of Exchange Terrace, west of Canal Street/College Hill, and south of Smith Street. The Capital Center and its surrounding neighborhood is home to the State House and numerous State office buildings. The Capital Center, as it exists currently reflects the 1979 Capital Center Plan, as amended, which proposed and later resulted in the implementation of the expansion of downtown Providence through the relocation of the existing railroad tracks and the uncovering of the Providence River (the "**Capital Center Plan**").

The Capital Center Plan was created with the intention of developing marketable land for a new commercial sector of Providence, enhancing access to downtown Providence, providing an ordered set of public open spaces, creating a dense urban district, creating and preserving visual and physical linkages between downtown Providence and Smith Hill, and enriching Providence's livability and vitality, among other objectives.

In addition to the construction of the Providence Place Mall, in recent years, the Capital Center has seen the construction of three new hotels, two high-end residential towers, and a new corporate headquarters building. The Veterans Memorial Auditorium Arts & Cultural Center in the northern portion of the Capital Center has also reinvented itself and is contributing to the revitalization of a long ignored corner of Downtown. The Providence Train Station and the Project Site are located within the Capital Center, and they currently serve, and will serve as an important transit hub for the City of Providence and the region.

The Capital Center Commission has implemented the Capital Center Plan through its Design and Development Regulations (discussed also in the permitting section below) that are based on the Design and Development Criteria published by Skidmore Owings and Merrill in October 1980, as amended February 1981, pursuant to a 1981 Memorandum of Agreement among the Federal Highway Administration, the Federal Railroad Administration, the Advisory Council on Historic Preservation and the Rhode Island State Historic Preservation Officer. The Project Site is currently located in areas designated as open space by the Design and Development Regulations and also may be at least partially impacted by view corridors pursuant to the Design and Development Regulations. The Pre-

Development Agreement will establish a process for the Developer and the State to request the Capital Center Commission to amend its Design and Development Regulations in order to enable the Project to proceed on the Project Site. Any such amendment to the Design and Development Regulations will require compliance with their procedures for amendment, including a public hearing.

The State has commenced discussions with the Capital Center Commission, the Rhode Island Historical Preservation Commission, the City of Providence and other stakeholders related to requirements for the Project Site. Public discourse over the use of open spaces and view corridors is underway. As is often the case with land use discussions, regulators and other stakeholders may have differing views regarding the Project being constructed upon currently designated open space. The State's view is that the 1979 Capital Center Plan and its related documents, including the foundational documents included and referred to in the Design and Development Regulations, envision and even encourage a more robust urban and transportation development in the Project Site, thereby supporting the Project.

The Developer, through its design team, and the State, as the owner of the Project Site, will be required to design the Project and articulate in a public process how the Project enhances the goals of the Capital Center Plan and the Capital Center Commission's Design and Development Regulations.

(d) **Capital Center State House Subdistrict and Surrounding State Properties**

The relocation of Gaspee Street and relocating and expanding some of the current open spaces within the Capital Center to accommodate the Project are a part of a larger vision for the properties controlled by the State and surrounding the historic State House. As depicted in Appendix 5 – Part 2 (*Providence Market Commercial Real Estate General Overview*), in addition to the Project Site, the State controls other developable properties in and near the Capital Center that when developed have the potential to (i) preserve and enhance the open spaces within the Capital Center; (ii) preserve and enhance view corridors to and from the State House; (iii) preserve and enhance pedestrian access from the City's downtown and historic Union Station to and from the State House; and (iv) create the density and vitality of development and activity originally planned for the Capital Center near the Providence Train Station and surrounding the State House.

The architects of the State House, McKim Mead & White in their early concepts for the State House grounds contemplated maintaining roadway symmetry on the east side of the State House with Francis Street on the west side of the State House, thereby enhancing the visual effect on the State House. In 1979, this roadway symmetry was recommended again by Skidmore Owings and Merrill, the master planners for the Capital Center and the authors of the Capital Center Plan which was adopted by the City and the State. The Capital Center Plan, as amended, originally contemplated State office buildings in the Project Site. Ultimately, however, that roadway symmetry and the State office buildings were altered to mitigate the impacts of the relocation of the railroad tracks to their current location. The Capital Center Plan's authors again suggested that the Capital Center Commission may wish to reconsider the roadway symmetry development concept in the Capital Center Commission Design and Development Criteria.

The Capital Center Commission's Design and Development Criteria set forth six (6) objectives for the "ongoing development" of the Capital Center, and they include:

1. creating marketable land for a new commercial sector of Providence;
2. enhancing access not only to the Capital Center but also to other areas of Downtown Providence;
3. providing an ordered set of public open spaces that are carefully planned and limited in extent;
4. creating a dense urban district where contiguous structures define a diversity of open spaces, not a suburban setting where buildings sit discreetly on largely unused, landscape sites;
5. creating visual and physical linkages between Downtown Providence and Smith Hill; and
6. enriching Providence's livability and vitality, by capturing the potential of each sub-district within the Capital Center as a special place in which people can work, shop, live, enjoy community, and other ways relish the diversity of urban experience.

Accordingly, the State encourages the Respondent to explore the opportunities this vision presents for enhancing development within the Capital Center and the City of Providence.

3.3 Master Planning RFQ

- (a) In 2016 RIDOA, on behalf of RIDOT, issued a Request for Qualifications for the master planning, feasibility, construction and financing of an intermodal transportation center (the "**Master Planning RFQ**"). The State received four statements of qualification in response to the Master Planning RFQ.
- (b) In November and December of 2016, the State appointed its Project Advisors to provide guidance on best practices for procuring the Initially Proposed Project under the Master Planning RFQ.
- (c) In January 2017, a selection committee interviewed 3 of the 4 respondents to the Master Planning RFQ. In February 2017, the State determined, based on feedback received from the respondents to the Master Planning RFQ and the recommendations of the Project Advisors, that the State, in order to achieve the best outcome for the Project, would need to modify and more clearly define:
 - (i) the scope and structure of the Initially Proposed Project;
 - (ii) the project site location; and
 - (iii) the roles of, and risk allocation between, the Developer and the State.
- (d) The State then spent several weeks addressing each of the foregoing issues and determined that the scope of the Initially Proposed Project had significantly changed from the Master Planning RFQ. As a result, in order to deliver more certainty around the Project, adapt for the more refined and appropriate Project scope, the State canceled the Master Planning RFQ with a view to issue this RFQ shortly thereafter.

4. COMMERCIAL FRAMEWORK

4.1 Comprehensive Agreement and Lease Agreement

- (a) The State intends to enter into a Comprehensive Agreement with the Developer that will govern, among other things, the obligations and allocation of risk between RIDOT and the Developer with respect to (i) the design, construction, maintenance and operations of the PITC, and (ii) the fundamental rights and obligations pertaining to the Private Development. Subject to longer terms necessary to accommodate private financing described in Section 5.2(a), the term of the Comprehensive Agreement is anticipated to allow for an operation and maintenance period of up to 20 years for the PITC (the "**O&M Period**").
- (b) The State also intends to enter into a market standard long-term ground lease agreement with the Developer which will serve as the primary governing document for the Private Development portions of the Project on the State-owned parcels.

4.2 Bonding and Performance Security

- (a) Proposers submitting Proposals in response to the RFP will be required to provide a proposal bond or letter of credit in accordance with the terms of the RFP.
- (b) The Preferred Proposer will also be required to provide:
 - (i) a performance and payment bond or letter of credit as specified in the RFP, in forms and amounts acceptable to RIDOT;
 - (ii) if financial statements of a Guarantor were provided in the SOQ to demonstrate an entity's financial capacity, a parent company guarantee from the Guarantor, in the form to be provided in the RFP.

4.3 Insurance

The Developer will be required to obtain certain types and amounts of insurance coverage as will be specified in the RFP.

4.4 PLA and MBE Participation Goals

- (a) The Developer will be expected to conform and comply with the MBE participation goals set for the Project, which are currently set at 10%.
- (b) The State is currently considering the negotiation of a Project Labor Agreement ("**PLA**") that will govern certain terms and conditions of employment for workers of the Preferred Proposer and any Subcontractors performing construction work and services on the Project. The terms and conditions of the PLA will supersede any other terms and conditions of any collective bargaining agreements or other agreements covering such workers. If the State enters into a PLA, then the PLA will be a mandatory condition of contract award for the Project. The Preferred Proposer will be required to accept the terms of the PLA in its entirety. The PLA will be provided to all prequalified respondents during the RFP Process. Respondents must provide a statement in their SOQs confirming their willingness to sign and administer the PLA, in the event that the State makes the decision to enter into a PLA for the Project. This requirement is mandatory for prequalification in order to submit a response to the Request for Proposals.

5. PROJECT FUNDING AND FINANCING

5.1 Sources Project Funding and Project Revenue

The following State funding, payments and grant programs are collectively the State's financial contribution for the Project (the "**Public Contribution Amount**"). As described in Section 7.3 (*Public Contribution Amount*), the State's evaluation criteria in the RFP will include consideration of the Proposer's total requested Public Contribution Amount. In addition to the sources of public funds listed below, the State may identify additional or alternative sources of funding for the Project as may be required.

(a) State Mass Transit Bond

Up to \$35 million will be available to the Developer as part of a major bond referendum passed by State voters in 2014. It is intended that these funds will be paid to the Developer as milestone payments under the Comprehensive Agreement solely for the design and construction of the PITC.

(b) Operations and Maintenance Payments

During the O&M Period, the State will make performance-based payments to the Developer sufficient to cover the costs associated with ongoing operations and maintenance of the PITC and for any major maintenance required for the PITC (the "**O&M Payments**"). These O&M Payments will be subject to reduction due to the Developer's failure to meet specific performance requirements and standards for the PITC, as described in the Performance Criteria and Technical Requirements of the Comprehensive Agreement.

(c) PITC Retail Corridor Concession Revenue

The State intends to negotiate a revenue-sharing arrangement with the Developer for any revenues generated from the Developer's management and leasing, on behalf of the State, of the concession spaces available within the PITC's retail corridor.

(d) Parking

The Developer will be entitled to retain all parking revenues from the parking facility that it constructs for the Private Development.

(e) Public Commitment for Private Development and Economic Growth

The State is committed to being a partner in the success of any Private Development that supports the Project Objectives, the State's Economic Development Goals and satisfies the requirements of the RFP, Pre-Development Agreement and Comprehensive Agreement. Accordingly, as part of the RFP and in addition to the Rhode Island Commerce Corporation Incentive Program described in Section 5.1(f) (*Rhode Island Commerce Corporation Incentive Programs*), the State will offer a range of strategic public commitments for the Private Development portion of the Project ("**Private Development Commitments**"). The types of Private Development Commitments will depend upon each of the potential Private Development options available for each applicable site and what the State determines to be appropriate for such proposed development. For example, if the Private Development includes an office building, the State could lease a percentage of the total square feet of

office space from the Developer or if the Private Development includes residential housing, the State could provide incentives that may aid in the development of Work Force Housing.

(f) **Rhode Island Commerce Corporation Incentive Programs**

The Rhode Island Commerce Corporation offers incentives, credits and grants to aid businesses. A number of these incentives are listed below and further details can be found at <http://commerceri.com/services/taxes-incentives/>. During the RFP phase, it is anticipated that the communications process will allow for communications between Proposers and Rhode Island Commerce Corporation. Since Rhode Island Commerce Corporation is a Key Stakeholder for this Project, the State will assist the Developer in applying and seeking approval for any of the programs offered by Rhode Island Commerce Corporation:

(i) **Qualified Jobs Program**

The Qualified Jobs Program assists businesses that foster job creation in Rhode Island by offering redeemable tax credits that can be applied against specific state corporate income taxes or redeemed in whole or in part (at 90% of value). Companies that expand their workforce or relocate jobs from out of state can benefit from tax credits of \$2,500 to \$7,500 for each new full-time job that satisfies the Qualified Jobs Program's requirements, depending on certain qualifiers, for up to 10 years.

(ii) **Rebuild Rhode Island**

The Rebuild Rhode Island program provides incentives for projects that require additional funding in the form of redeemable tax credits covering up to 20%, and in some cases 30%, of project costs for qualifying commercial office, industrial, residential, mixed use development, ground-up construction and historic rehab. Projects must be at least \$5 million in size, where equity makes up at least 20% of the total project cost. These credits are usable, tradable and redeemable (at 90% of value), and issued over 5 years after project completion. Approved projects can also be exempted from sales tax on construction materials, furnishings and equipment.

(g) **City of Providence Incentives**

(i) The City of Providence has approved a tiered tax stabilization program within the Capital Center. The amount of investment in the Project determines the terms of the tax stabilization allowed. Should the Developer utilize Parcel 6C for the Private Development the State intends to coordinate with the Developer and the City to negotiate a tax stabilization arrangement for Parcel 6C.

(ii) The Tax Stabilization Incentive provides an incentive for Rhode Island municipalities to enter into tax stabilization agreements (TSA) by having the State reimburse municipalities up to 10% of tax revenue foregone due to the completion of a TSA that spans at least 12 years. Qualifying projects must be at least \$10 million and create 50 jobs. This incentive may make it more palatable for the City of Providence to provide a tax stabilization under Section 5.1(g)(i) above.

5.2 Private Financing

- (a) The Developer will be solely responsible for providing the necessary private financing for the Private Development portion of the Project. The Developer will not be expected to privately finance the PITC portion of the Project and will be paid milestone payments for the construction of the PITC as it is completed. Proposers may be permitted to propose innovative financing solutions that utilize private financing for some or all of the PITC for RIDOT's consideration; however, at RIDOT's discretion, Proposers must be willing to undertake the PITC portion of the Project without a private financing component. The Proposer must also propose solutions which reduce the Public Contribution Amount for the PITC through any projected revenue generation for the Private Development.
- (b) The Comprehensive Agreement may provide an option for the Developer to privately finance the relocation and reconstruction of the State Boiler House, as may be requested by RIDOT.
- (c) The State will reasonably support the Developer in securing private financing, including providing all information practically required by lenders or other financing parties.

6. PERMITTING AND APPLICABLE LAWS

6.1 Land Use Approvals and Permits

(a) Land Use Approvals

- (i) The proposed PITC Site and Private Development Sites are located in the Capital Center. Accordingly, the Developer's implementation of the Project will be subject to site development and design review by the Capital Center Commission. The Capital Center Commission has adopted Design and Development Regulations that will govern the design of the Project. These guidelines can be found at

<http://www.providenceri.gov/wp-content/uploads/2017/06/Planning-CCC-adoptednew-regs-complete203.pdf>.

As discussed earlier, portions of the Project Site are within areas designated as open space or that otherwise may be impacted by view corridors established by the Design and Development Regulations requiring amendments thereto by the Capital Center Commission.

- (ii) The Developer will also need to comply with or obtain relief from the City of Providence's zoning requirements.
- (iii) The Developer likely will have to comply with a variety of other State permits typical of projects of this type and scope, including approval by the State Fire Marshall, the Rhode Island Department of Environmental Management (storm water management) and, potentially, the Rhode Island Coastal Resource Management Council.
- (iv) The PITC Site and Private Development Sites are located within the historic view corridors for and lands adjacent to the Rhode Island State House, which is listed on the National Register of Historic Places. Adverse impacts on the State House or any other scientific, historical or archaeological data related to the Project are regulated by the Rhode Island Historical Preservation and Heritage Commission.
- (v) The Developer, with support from the State, will be responsible for obtaining any necessary permits, approvals or variances for the Project and will need to be properly licensed to carry out these responsibilities.

(b) Public Utilities

- (i) The Project will require public utility connection permits. Electric and gas are provided by National Grid, public sewer is provided by the Narragansett Bay Commission and public water is provided by Providence Water.
- (ii) Other municipal permits will likely include review and approval from the City of Providence Forrester, Department of Public Works and Building Inspector, Department of Inspections and Standards.

(c) Utilities Coordination

- (i) The proposed Project Site encompasses property across which utility companies or political subdivisions may have easements, rights-of-way and other non-fee property interests. The companies holding relevant utility easements include National Grid, the Narragansett Bay Commission and Providence Water.
- (ii) The State intends to enter into a memorandum of understanding with each of these utility companies that will outline the relationship among, and the responsibilities of, RIDOT, the Developer and the respective utility company for the Project. Further details regarding these arrangements will be set forth in the RFP.

6.2 Governmental Requirements

(a) Federal

The Project will not be funded by the Federal government and therefore should not be subject to any Federal environmental or regulatory requirements otherwise connected to the receipt and usage of Federal funds. However, it is expected that the RFP and the Comprehensive Agreement will conform to any applicable federal law to the extent required or otherwise selected by the State, and State regulations and policies that may apply.

(b) State and Local

The Comprehensive Agreement will conform to, and require conformance by the Developer with, all applicable state and local law, regulations and policies.

6.3 Key Stakeholders

- (a) There are a number of important stakeholders for the Project (the "**Key Stakeholders**"), including:
 - (i) The Governor of Rhode Island;
 - (ii) RIDOT;
 - (iii) RIDOA;
 - (iv) RIPTA;
 - (v) Rhode Island Commerce Corporation;
 - (vi) The City of Providence;
 - (vii) The Capital Center Commission;
 - (viii) The Providence Foundation;
 - (ix) The Rhode Island Historical Preservation and Heritage Commission and the State Historic Preservation Officer;
 - (x) Amtrak;
 - (xi) The owner and ground tenant of Parcel 6C; and
 - (xii) Private Intercity Bus Carriers.
- (b) The Developer's roles, responsibilities and interaction with the Key Stakeholders will be established in the Comprehensive Agreement. As described in the Terms and Conditions, Respondents are not authorized to contact any Key Stakeholder without the State's prior approval. During the RFP phase, it is anticipated that the State will allow for communications between Proposers and Key Stakeholders as requested by the Proposers and as deemed necessary by the State.

7. PROCUREMENT

7.1 Statutory Authority

RIDOA on behalf of RIDOT is issuing this RFQ in accordance with the provisions of R. I. Gen. Laws §§ 37-2-1 et seq. (the "**State Purchases Act**"), and the regulations promulgated thereunder, all as amended from time to time.

7.2 Overall Process

RIDOT intends to follow the three-phase Procurement Process described below to select a Preferred Proposer and enter into the Comprehensive Agreement.

- (a) **RFQ Phase** – The RFQ phase commences with the issuance of this RFQ to solicit responses in the form of SOQs that RIDOT will evaluate to identify the Respondents that are most qualified to successfully deliver the Project. RIDOT will evaluate the SOQs in accordance with the criteria described in this RFQ and will shortlist up to 4 of the highest scoring Respondents to continue on to the RFP phase (the "**Short-listed Respondents**"). As part of the RFQ process RIDOT may invite Respondents to participate in interviews prior to selecting the Short-listed Respondents.
- (b) **RFP Phase** – The RFP phase will commence when the State issues a Request for Proposals ("**RFP**") to Proposers that will include the instructions to Proposers, a Pre-Development Agreement, the Performance Criteria and Technical Requirements, a risk matrix, a heads of terms for the Comprehensive Agreement and any documents the State plans to make available to the Proposers for their diligence of the Project. Proposers will be required to submit Proposals that include (i) at least a 5-10% design for the PITC, (ii) a conceptual design for the Private Development and (iii) a price proposal for the PITC. During the Pre-Development Phase, the Preferred Proposer's price proposal will be subject to change for only certain discrete circumstances in the Pre-Development Agreement (i.e. issues outside of the Preferred Proposer's control) that are discovered, or occur, during the Pre-Development Phase. The State will evaluate the Proposals submitted in response to the RFP in accordance with the RFP's evaluation criteria and anticipates selecting the Proposer who submits a Proposal that is most advantageous to the State as the Preferred Proposer. Section 7.7 (*Overview of RFP Procedure*) outlines the general RFP procedure.
- (c) **Pre-Development Phase** - The Pre-Development Phase will commence on the execution of a pre-development agreement between the State and the Preferred Proposer (the "**Pre-Development Agreement**"). The Pre-Development Agreement will establish the State's and the Preferred Proposer's rights and obligations during the Pre-Development Phase. These are anticipated to include requiring the Preferred Proposer to:
 - (i) engage in State coordinated public outreach and stakeholder engagement;
 - (ii) conduct additional due diligence, analysis and studies, as required for the Preferred Proposer to reduce its contingency in its final price proposal and deliver the Project;
 - (iii) begin acquiring the necessary governmental approvals to advance the Project to construction;
 - (iv) progress the design (with the State's approval) to at least a stage where the Developer can submit a fixed price proposal and the State is able to utilize the design

for the Project regardless of whether the Preferred Proposer is the ultimate contractual counterparty to the Comprehensive Agreement;

- (v) submit a final fixed price, schedule of values, monthly payment schedule and technical proposal for the PITC;
- (vi) negotiate and finalize the Comprehensive Agreement and achieve commercial close on the PITC; and
- (vii) finalize the financing plan for the proposed Private Development and achieve financial close on the Private Development.

The Pre-Development Phase will conclude upon financial close of the Private Development. It is anticipated that where the Preferred Proposer and the State cannot achieve commercial close on the PITC or financial close on the Private Development in accordance with the milestones agreed between the parties in the Pre-Development Agreement, the State may terminate the Pre-Development Agreement with the initial Preferred Proposer and commence negotiations and enter into a replacement Pre-Development Agreement with the next highest ranked Proposer. The State intends on compensating any terminated Preferred Proposer (not terminated for cause) through a stipend payment. The stipend payment may also be escalated in accordance with certain milestones and deliverables achieved and completed during the Pre-Development Phase.

7.3 **Public Contribution Amount**

As part of the Procurement Process described in Section 7.2(b) (*RFP Phase*), RIDOT's evaluation criteria will include consideration of the Proposer's required Public Contribution Amount. It is the State's goal that the Private Development component of the Project and the revenue-sharing arrangement on the retail component of the PITC can provide added value to the State by reducing the overall Public Contribution Amount while still achieving the Project Objectives. Accordingly, Proposers will be required to focus on driving as much value as possible from the Private Development and retail aspects of the Project.

7.4 **Project Advisors**

The State has retained a team of advisors under exclusivity arrangements to assist it in the Procurement Process and subsequent Project (the "**Project Advisors**"). As such, these advisors are not eligible to assist or participate on any Respondent Team. Moreover, these advisors are not available to provide any services or information to any Respondent, or any prospective Respondents, in connection with the Project, without the State's prior written approval.

The current Project Advisors are:

- (i) Adler Pollock & Sheehan P.C. (Rhode Island Legal Counsel)
- (ii) Ashurst LLP (P3 Legal Advisor)
- (iii) Ernst & Young Infrastructure Advisors, LLC (Financial Advisor)
- (iv) Lehrer, LLC (Program Manager)
- (v) Mott MacDonald USA, LLC (Technical Advisor)

7.5 Procurement Schedule

The table below lists the anticipated Procurement Schedule. RIDOT reserves the right, in its discretion, to revise the Procurement Schedule at any time and for any reason. RIDOT will communicate any revisions to the Procurement Schedule to Respondents by issuing Addenda to this RFQ in accordance with Section 7.6 (*Questions, Clarifications and Addenda*). The Procurement Schedule will be updated throughout the Procurement Process.

Event	Date
RFQ Release	June 23, 2017
Industry Day – Site Visit*	July 12, 2017
RFQ Question Deadline	July 14, 2017
RFQ Response Deadline	July 31, 2017
Optional Interview	August 8-10, 2017
Short-listed Respondents Notification	August 2017
RFP Draft 1 Release	September 2017
One-on-One Proposer Meetings, ATC Meetings and Drafts of the RFP Issued	September 2017 – November, 2017
Release Final RFP	Early November, 2017
Proposal Due Date	Late December, 2017
Preferred Proposer Selection	January, 2018
Execution of the Pre-Development Agreement	January, 2018
Commercial Close on the PITC	March, 2018
Construction Commencement	Fall 2018
Commercial and Financial Close on the Private Development	Winter 2018

*The Industry Day and Site Visit will be held at a time and location to be established by RIDOT on July 3, 2017. For further details, potential Respondents interested in attending should contact Thomas Bovis at Thomas.Bovis@purchasing.ri.gov no later than July 10, 2017. The Industry Day and Site Visit are not mandatory, but are highly encouraged for all potential Respondents.

7.6 Questions, Clarifications and Addenda

(a) RFQ Comments – Submission to RIDOT

- (i) Respondents may submit written comments, questions or requests for clarification relating to this RFQ (collectively, "**RFQ Comments**") to RIDOT by email to RIDOA's Division of Purchases at Thomas.Bovis@purchasing.ri.gov.
- (ii) RFQ Comments must be submitted to RIDOT by no later than 3:00 P.M. (local time) on the deadline in the Procurement Schedule (the "**RFQ Comment Deadline**") in the form of Form K (*RFQ Comments Form*) and in accordance with the following:
 - (A) Respondents must submit RFQ Comments in English and in Microsoft Word format, with the subject line and file name to both begin with "Providence Intermodal Transportation Center Project – RFQ No. [●] – RFQ Comments – [Respondent Name] – Nos. [●] to [●]";
 - (B) each RFQ Comment should be written so it does not identify the Respondent in the body of the RFQ Comment; and
 - (C) RIDOT strongly encourages Respondents to consider relevance, brevity and clarity when submitting RFQ Comments, and each comment should:
 - 1. ideally address a single issue. If it is appropriate for an RFQ Comment to address multiple issues, Respondents should consider dividing the comment into sub-comments with appropriate numbering/lettering, with each sub-comment set out in a separate row;
 - 2. each comment should clearly indicate why it has been made.
- (iii) Respondents should also refer to Section 7.6(b) (*RFQ Comments – Responses from RIDOT*) and the Terms and Conditions when considering the drafting and submission of any RFQ Comment.
- (iv) Respondents are encouraged to submit RFQ Comments as and when they are ready for submission prior to the RFQ Comment Deadline. To the extent practical, substantively related comments should be delivered simultaneously.

(b) RFQ Comments – Responses from RIDOT

- (i) RIDOT will endeavor to provide responses to RFQ Comments submitted in accordance with Section 7.6(a) (*RFQ Comments – Submission to RIDOT*) within a reasonable period following the RFQ Comment Deadline.
- (ii) In responding to RFQ Comments, RIDOT may rephrase RFQ Comments as it deems appropriate and may consolidate similar comments. RIDOT may also create and answer questions independent of those submitted by Respondents.
- (iii) RIDOT intends to publicly distribute on RIDOA's Division of Purchases procurement website RFQ Comments that are of general application, and RIDOT's responses to these RFQ Comments.

- (iv) RIDOT intends to respond solely to the relevant Respondent for those RFQ Comments identified by a Respondent, or deemed by RIDOT, to contain Exempt Materials. For any of these RFQ Comments, Respondents should note the following:
 - (A) without denying Respondents the opportunity to protect Exempt Materials from any public disclosure, Respondents are encouraged to consider that RIDOT is committed to the principle of transparency before identifying an RFQ Comment as containing Exempt Materials; and
 - (B) RIDOT may disagree with a Respondent's assessment as to whether any RFQ Comment contains Exempt Materials in the interest of maintaining a fair process or complying with Public Disclosure Laws. If RIDOT disagrees with a Respondent's assessment, RIDOT will inform the relevant Respondent of its determination by email to the Respondent Representative and will either:
 - 1. allow the Respondent to withdraw the relevant RFQ Comment, rephrase it or have it answered non-confidentially (with the understanding that RIDOT cannot guarantee that the original RFQ Comment will not still be subject to disclosure under any Public Disclosure Law); or
 - 2. if RIDOT determines that it is appropriate to provide a response to the relevant RFQ Comment to all Respondents, RIDOT may modify the RFQ Comment to remove information that RIDOT determines, in its discretion, constitutes Exempt Materials.
- (v) No oral or written response provided by RIDOT in connection with this RFQ will be binding on RIDOT, nor will any of these changes, modify or waive the requirements of this RFQ, except to the extent the response is included in an Addenda issued in accordance with Section 7.6(c) (*Addenda*).

(c) **Addenda**

- (i) RIDOT may revise this RFQ by issuing one or more addenda to this RFQ at any time and for any reason ("**Addenda**").
- (ii) If RIDOT issues an Addendum shortly before the RFQ Response Deadline, RIDOT will consider whether an extension of the RFQ Response Deadline is warranted. Addenda will not be issued within the 5-day period preceding the RFQ Response Deadline except for an Addendum extending the deadline or withdrawing the RFQ.
- (iii) RIDOT will publicly distribute Addenda to this RFQ on RIDOA's Division of Purchases procurement website.
- (iv) Respondents must acknowledge receipt of any Addenda issued by RIDOT in their Submittal Letter, in accordance with the Submittal Requirements in Appendix 2 (*Submittal Requirements*).

7.7 Overview of RFP Procedure

- (i) Shortly after the release of the list of Short-listed Respondents, RIDOT anticipates releasing a draft RFP to the Short-listed Respondents which will be available for the Proposers' review and comment.
- (ii) The RFP intends to provide an opportunity for Short-listed Respondents to:
 - (A) propose innovative technical concepts that deviate from the Performance Criteria and Technical Requirements ("**ATCs**") for RIDOT's consideration. If RIDOT authorizes a Proposer to include an ATC as part of its Proposal and the Proposer is selected as the Developer, those ATCs may be incorporated into the Performance Criteria and Technical Requirements. The RFP will describe the process for submitting and receiving approval of ATCs; and
 - (B) submit Interim Submissions of Proposals ("**ISoPs**") which will enable Proposers to check that their Proposal and design are consistent with the State's Project Objectives prior to submitting a final Proposal.
- (iii) RIDOT anticipates conducting multiple, confidential one-on-one meetings to discuss ATCs and ISoPs that may be proposed by Proposers and clarifications regarding the RFP documents after issuing the RFP.
- (iv) After consideration of the Proposers' input from the one-on-one meetings, RIDOT intends to issue ONE OR MORE revised drafts of the RFP before issuing a final RFP.
- (v) The RFP Evaluation Team will evaluate Proposals received in response to the final RFP based on the evaluation criteria in the RFP and will recommend the Proposer that submitted the Proposal that is most advantageous to the State as the Preferred Proposer.
- (vi) Once RIDOT receives a recommendation regarding the Preferred Proposer from the Evaluation Team, RIDOT will publicly disclose the name of the Preferred Proposer. RIDOT will then tentatively select the Preferred Proposer and, after satisfying RIDOA's and RIDOT's requirements, RIDOT and the Developer will enter into the Pre-Development Agreement and commence the Pre-Development Phase.
- (vii) RIDOT anticipates making stipend payments to those Proposers not selected as the Preferred Proposer, in an amount and on terms to be provided in the RFP.

8. SOQ CONTENT, SUBMITTAL AND DELIVERY REQUIREMENTS

8.1 General

RIDOT expects SOQs submitted in response to this RFQ to:

- (a) outline, in general terms, the Respondent's qualifications, experience and understanding required for successful delivery of the Project;
- (b) include all information requested in this RFQ, including with respect to the Respondent's financial and technical capabilities and its ability to deliver the Project, in a coherent and succinct manner; and
- (c) provide enough information about the requested items to allow RIDOT to evaluate the Respondents and determine which Respondents are most qualified to submit a Proposal based on the criteria set forth in this RFQ.

8.2 Contents and Organization

(a) Contents

Each Respondent is required to assemble its SOQ in the following Volumes and in accordance with the submittal requirements in Appendix 2 (*Submittal Requirements*):

- (i) Volume 1 – General Submittals
 - (A) Part 1 – Introduction, Project Understanding and Administration;
 - (B) Part 2 – Organization and Management; and
 - (C) Part 3 – Technical Experience, Capabilities;
- (ii) Volume 2 – Financial Information – Financial Capabilities and Experience.

Each Volume must be sub-divided and tabbed to correspond to the Parts and section numbering set out in the relevant submittal requirements in Appendix 2 (*Submittal Requirements*). Relevant Forms are set out in Forms A through K to this RFQ.

Financial statements should be placed in a sealed envelope marked "Financial Statements," with the Respondent's name and address, the RFQ number, the RFQ title, and the RFQ Submission Deadline in the upper left-hand corner of the envelope.

(b) Placeholders

If a Respondent does not include information or materials in its SOQ that are described in the relevant submittal requirements in Appendix 2 (*Submittal Requirements*), that Respondent must include in the relevant section of its SOQ a statement to the following effect: "Section[s] [●] of the Volume [1]/[2] Submittal Requirement[s] do[es] not apply because [*Respondent to insert brief explanation*]."

(c) Additional Materials

- (i) Respondents are strongly encouraged not to submit information that is not required by this RFQ.
- (ii) If a Respondent elects to include material in addition to the information specifically requested, the Respondent must append that material to the end of the most appropriate section of the outline and include any additional materials within any applicable page limits for that section.
- (iii) Respondents should develop their SOQs to address the Project-specific submittal requirements and should not submit standard corporate brochures, awards, licenses and marketing materials in an SOQ, although Respondents can refer to awards and licenses where relevant.

8.3 Delivery

(a) Manner of Delivery

- (i) 12 hard copies of Volume 1 and Volume 2:
 - (A) with each of Volumes 1 and 2 in one or more separate loose-leaf three ring binders and with each of Volumes 1 and 2 in separate sealed envelopes or packages; and
 - (B) with the front cover and spine of each ring binder labeled with the following text (as such text may be adjusted by modifying or, if relevant, deleting the bracketed text):

"Providence Intermodal Transportation Center SOQ [*Insert RFQ #*]: [*Respondent's Name*] [Copy No. [number]] of Volume [[1]/[2]], [Binder [number] of [total number] (if applicable)]"; and
- (ii) 1 CD marked with the Respondent's name containing a digital copy of the SOQ in PDF (searchable) format, with 1 file for each of Volumes 1-1, 1-2, 1-3, 1-4 and 2, with bookmarks for each section.
- (iii) The Respondent must deliver its SOQ in a sealed package with the Respondent's name, address the specific RFQ number, RFQ title and the RFQ Submission Deadline marked on the upper left-hand corner of the package to:

Rhode Island Department of Administration
 Division of Purchases
 One Capitol Hill, Second Floor
 Providence, RI 02908-5855

Attention: Thomas Bovis, Interdepartmental Project Manager

(b) Times for Delivery

- (i) RIDOA will accept physical submission of SOQs at the applicable SOQ Submission Location during the hours of 9:00 A.M. to 3:00 P.M. (local time) on any Business Day up to and including the RFQ Response Deadline.

- (ii) Any SOQ received after the RFQ Response Deadline for any reason will be rejected and returned unopened to the relevant Respondent.

Respondents should mail their SOQs sufficiently in advance of the RFQ Response Deadline to ensure timely delivery to RIDOA or, when delivering a bid proposal in person or by messenger, should allow additional time for parking and clearance through security checkpoints.

(c) **Confirmation of, and Responsibility for, Delivery**

- (i) RIDOA or its designee will issue a physical receipt evidencing acknowledgment of receipt of all timely delivered SOQ packages to the relevant Respondent.
- (ii) Despite RIDOA providing a receipt, the Respondent is solely responsible for ensuring that RIDOA receives its SOQ by the RFQ Response Deadline at the SOQ Submission Location. Neither RIDOT nor RIDOA will be responsible for any delays in delivery, regardless of the cause.

9. SOQ EVALUATION PROCESS AND CRITERIA

9.1 Evaluation Objectives

The objective of the RFQ Phase is to select Short-Listed Respondents who possess the capability (technical, financial, management), capacity and experience necessary to successfully undertake and complete the Project and will result in the most advantageous outcome for the State. To accomplish this objective, the State has identified the evaluation criteria in Sections 9.3 (*Pass/Fail Evaluation Criteria*) and 9.4 (*Technical and Financial Evaluation Criteria*) to help guide the Evaluation Team in evaluating SOQs, and make the shortlist determination.

9.2 Evaluation and Short-List Notification Procedure

(a) SOQ Evaluation Procedure

- (i) The information submitted in accordance with Appendix 2 (*Submittal Requirements*) will first be evaluated in accordance with the Pass/Fail Criteria listed in Section 9.3 (*Pass/Fail Evaluation Criteria*). Any SOQ that fails to include all of the required elements in full may be disqualified from further consideration.
- (ii) Only those SOQs that have satisfied the Pass/Fail Criteria will then be evaluated in accordance with the Evaluation Criteria in Section 9.4 (*Technical and Financial Evaluation Criteria*).
- (iii) The State anticipates forming an Evaluation Team to review and evaluate the SOQs. The Evaluation Team will be assisted by the Project Advisors in evaluating the SOQs. Following the evaluation, the Respondents will be ranked based on their evaluation scores. The Evaluation Team will make recommendations based upon its analysis, but the State will make the final decision on each SOQ. The State reserves the right to make any evaluations and determinations in its discretion.

(b) Short-List Notification Procedure

The Evaluation Team will provide the results of its evaluation to RIDOA and RIDOT with a recommendation of which Respondents should become Short-listed Respondents. Once RIDOA and RIDOT receive the recommendation from the Evaluation Team, RIDOA will make its findings and conclusions and designate no more than 4 Short-listed Respondents. RIDOA will notify the Short-listed Respondents of their selection, and RIDOA then intends to issue a press-release shortly thereafter.

9.3 Pass/Fail Evaluation Criteria

The Pass/Fail Criteria are:

- (i) **Responsiveness to this RFQ:** The SOQ does not deviate from the RFQ requirements in any material respect and the Respondent satisfied all of the requirements in this RFQ; and
- (ii) **Legal:** The Respondent has presented the documentation required by Appendix 2 (*Submittal Requirements*) demonstrating that its organization has or will have the legal ability to enter into and perform the Pre-Development Agreement and Comprehensive Agreement and comply with State licensing requirements.

Notwithstanding Section 9.2(a)(ii) (*SOQ Evaluation Procedure*), the State may allow certain deficiencies in an SOQ relating to the above factors to be corrected through clarifications, as described in Appendix 3 (*Terms and Conditions*), but the State is under no obligation to do so.

9.4 **Technical and Financial Evaluation Criteria**

Evaluation ratings will reflect how well the Respondent's SOQ responds to the requirements and meets or exceeds the State's objectives for each Evaluation Criteria. This section outlines the Evaluation Criteria for this RFQ. This information is intended to assist the Respondent in organizing its teams and in the preparation of its SOQ, by highlighting Evaluation Criteria and matters of particular importance to the State.

(a) **Respondent and Major Participant Relevant Experience**

Respondents will be evaluated based on the experience of the Respondent and its Major Participants and their individual and collective performance history and experience on previous or current projects of similar size, complexity, challenges and functionality as this Project. Higher scores will be merited where there is a demonstration of previously delivering similar hybrid transit infrastructure and commercial real estate projects. Subfactors that will be used to score this technical evaluation factor are as follows for the Respondent Team as a whole and for each Major Participant:

- (i) experience with public-private partnership projects comparable to the Project, Design, Build, Operate and Maintain (DBOM) projects, or hybrid transit oriented infrastructure/real-estate projects involving economic development, performance-based payment mechanisms and long-term partnership arrangements;
- (ii) experience successfully delivering projects utilizing a pre-development agreement or interim agreement procurement method;
- (iii) experience in managing and maximizing retail revenues in a public-infrastructure asset;
- (iv) experience in commercial real-estate development, including office buildings, mixed-use residential, and related projects;
- (v) experience working in comparable major metropolitan areas with similar traffic/density population, and particularly in the northeast of the United States;
- (vi) experience in transit architecture and engineering design, experience operating and maintaining a transit facility, and capacity to develop an intermodal transportation center or similar development that is capable of delivering the Project Objectives;
- (vii) experience incorporating facilities management into project design and development;
- (viii) demonstrated ability, experience and capacity to operate and maintain intermodal transportation and parking facilities with a high volume of public use;
- (ix) experience in performing the work necessary to deliver the Road Improvements and the State Boiler House;

- (x) relevant experience in Rhode Island and experience working with local officials, local agencies, and Amtrak;
- (xi) experience successfully utilizing MBE firms and meeting established MBE goals; and
- (xii) sustainability (LEED) experience.

(b) **Organizational Structure**

As described in the Submittal Requirements, the Respondent's SOQ is only required to include a description of the Developer and its team for the PITC; however, this evaluation factor incentivizes the Respondent to also identify its Private Development team by awarding a higher score for the Respondent's identification of a qualified Private Development team.

Respondent's organization and management will be evaluated based on the extent that the proposed organization and management structure of the Respondent demonstrates the ability to successfully coordinate and deliver the PITC, having regard for its size and complexity. Higher scores will be merited where (i) there is demonstrated experience of the Major Participants working together as part of an integrated team in relation to comparable projects and (ii) where Respondents have also provided a proposed organization and management structure that demonstrates its ability to successfully coordinate and deliver the Private Development. Subfactors that will be used to score this technical evaluation factor are as follows:

- (i) clear and appropriate allocation of responsibilities among the Major Participants;
- (ii) the Lead Designer and Project Manager will have an oversight role with respect to ensuring the construction work is carried out consistently with the final release for construction drawings;
- (iii) the organization demonstrates that it can manage all aspects of the Project in a satisfactory, timely, and effective manner, that can successfully integrate the various parts of its organization, and coordinate with RIDOT's and RIPTA's team in a cooperative and functional manner;
- (iv) appropriate contractual relationships among the Respondent Team members; and
- (v) the Respondent Team members' relevant experience in fulfilling their expected roles in the organizational structure.

(c) **Project Understanding**

Respondents will be evaluated based on the extent to which they demonstrate an understanding of the Project Objectives and overall complexity of this Project. Subfactors that will be used to score this technical evaluation factor are as follows:

- (i) identification of the Project's risks and challenges and potential solutions, regardless of ownership of the risk, that may arise during the Project;

- (ii) approach to interfacing with RIPTA and the State's contractors during construction and the O&M Period;
- (iii) demonstration of understanding of the permitting and governmental approvals requirements for the Project;
- (iv) demonstration of understanding of the economic development aspects of the Project and the State's Economic Development Goals;
- (v) explanation of the challenges and solutions of delivering the Project safely and with minimal inconvenience to the public and existing Providence Station operations;
- (vi) explanation of the Respondent's understanding of the Pre-Development Phase and its approach to ensuring a successful Pre-Development Phase;
- (vii) explanation of the challenges and solutions of coordinating the Project with the various Key Stakeholders and community outreach plan;
- (viii) high-level expected timeline for implementation of the PITC and the Private Development;
- (ix) high-level explanation of approach to integrating the intermodal transportation center with the Private Development and the surrounding community, especially the historical and architectural context; and
- (x) conceptual approach to providing facilities management and maintenance services for the PITC and interaction with RIPTA and private intercity carriers for bus operations.

(d) **Safety**

Respondents will be evaluated based on the past safety performance of the Lead Contractor. Subfactors that will be used to score this technical evaluation factor are as follows:

- (i) overall safety record on the Lead Contractor's projects of a similar size and scope over the past 36 months; and
- (ii) general approach to safety for this Project.

(e) **Claims and Past Project Experience**

Respondents will be evaluated on the demonstrated record of the Respondent and each Major Participant in the period from 36 months prior to the RFQ Response Deadline for all U.S. public infrastructure projects valued at over \$50 million, including the following events and circumstances for each of these projects:

- (i) delays caused by the Major Participant or Respondent exceeding 6 months;
- (ii) claims brought against the firm under the false claims act;
- (iii) claims brought into formal litigation (including arbitration);

- (iv) failures to timely pay subcontractors, including any liens against prior projects caused directly or indirectly by a Major Participant or the Respondent;
- (v) record of events of default and terminations for cause and defaults; and
- (vi) any disciplinary action, including suspension and any circumstance where the owner had to exercise its step-in rights.

Where the Respondent or a Major Participant has had specific challenges identified through any of the issues listed above, the State will evaluate the Respondent's explanation for how it or its Major Participant resolved those issues in the past and its proposed plan for mitigating any similar issues on this Project.

(f) **Financial Capability**

- (i) Overall financial strength and capability of the Respondent Team to carry out the Project Objectives, as evidenced by financial statements of the Respondent, Sponsors, Lead Contractor, Lead Contractor Member and O&M Contractor, level of support and financial statements of any Guarantor, and information contained in Additional Financial Information, Bankruptcy or Insolvency Proceedings, Surety or Bank Letters, as applicable and Form G-2 (*Financing Capacity - Ongoing Projects*);
- (ii) Sponsors' level of readiness, flexibility and availability of funds, as evidenced by the documents submitted in connection with Volume 2 – Part 2, Section 2.6 (*Equity Funding Overview*) of Appendix 2 (*Submittal Requirements*), to invest equity in the Private Development consistent with the scope and nature of the Private Development; and
- (iii) higher scores will be merited where the Respondent demonstrates that there is specificity and a degree of financial support for the Respondent from financiers, as evidenced by letters submitted in connection with Volume 2 – Part 2, Section 2.5 (*Financing Party Support Letters*) of Appendix 2 (*Submittal Requirements*).

(g) **Sponsors' Financing Experience**

- (i) Sponsors' experience in successfully structuring and achieving financial close on a diverse range of financing structures for comparable commercial real estate development projects, including structures involving equity partnerships, bank loans, bonds, government programs/incentives and other sources of funding/financing;
- (ii) Sponsors' experience as an equity member in successfully bringing comparable commercial real estate projects through commercial operation; and
- (iii) the extent to which the projects described in Form G-1 (*Sponsor Experience – Completed Projects*) include the following:
 - (A) the project includes a public transportation infrastructure component;
 - (B) the project includes a partnership with state / local government;
 - (C) the project objectives included state / local economic stimulus goals;

- (D) the project size is similar to the anticipated Project size for the Private Development;
- (E) the Sponsor held at least a 20% ownership interest in the developer of the project;
- (F) the project achieved financial close in the last 5 years;
- (G) the project has reached completion of construction;
- (H) the project is located in urban areas in North America comparable to Providence (with the USA most preferred); and
- (I) the project was developed under a pre-development agreement structure.

(h) **Private Development Financing Approach**

The degree to which the Private Development financing approach demonstrates an understanding of the potential private sources of capital, Public Contribution Amount, and other public subsidies and incentives available for this type of project and demonstrates a sound approach to the financing of the Private Development.

9.5 **Weighting of Evaluation Criteria**

In evaluating the SOQs, the State will value:

Evaluation Factor	Points
Respondent & Major Participant Relevant Experience	40
Financial Capability, Sponsors Financing Experience & Private Development Approach	35
Project Understanding	10
Claims and Past Project Experience	5
Safety	5
Organizational Structure	5

Appendix 1

Definitions and Interpretations

1. Definitions

Capitalized terms and acronyms used in this RFQ have the meanings set forth in this Appendix 1.

"Addenda" is defined in Section 7.6(c) (*Addenda*).

"Affiliate" means in relation to any Person:

- (a) any other Person having Control of that Person;
- (b) any other Person over whom that Person has Control;
- (c) any Person over whom any other Person referred to in (a) above also has Control; or
- (d) only with respect to the use of the term "Affiliate" in Forms B (*Certifications*) and C (*Disclosures*), any consortium, partnership or joint venture involving such Person,

where "Control" of a Person by another Person means that other Person (whether alone or with others, and whether directly or indirectly at any tier): (i) holds the majority of voting rights in the controlled Person; (ii) has the right to appoint the majority of the board of directors (or equivalent) of that controlled Person; and/or (iii) exercises control over that controlled Person's affairs.

In the case of an Sponsor, if the Sponsor is an investment fund, "Affiliate" includes that Sponsor's general partner and any other investment fund in which its general partner is an equity investor as a general partner.

"Alternative Technical Concept" or **"ATC"** is defined in Section 7.7 (*Overview of the RFP Process*).

"Business Day" means any day that is not a Saturday, a Sunday or a public holiday under the law of Rhode Island.

"Capital Center" is defined in Section 3.2 (*Capital Center*).

"Capital Center Commission" means the commission responsible for adopting, implementing and administering development plans for the Capital Center, in accordance with State law and Chapter 24 of the City Code of Ordinances.

"Capital Center Plan" is defined in Section 3.2 (*Capital Center*).

"City of Providence" or the **"City"** means the City of Providence, the capital city of the State of Rhode Island.

"Comprehensive Agreement" means the contract establishing the commercial terms for the Project that the State will enter into with the Developer upon successful completion of the Procurement Process.

"Confidential Information Index" is defined in Section 4.5(b) (*Public Disclosure*) of Appendix 3 (*Terms and Conditions*).

"Conflict of Interest" is defined in Section 4.1(a) (*Conflicts of Interest*) of Appendix 3 (*Terms and Conditions*).

"Developer" means the entity identified, or otherwise established, by the Preferred Proposer to enter into the Comprehensive Agreement. The Developer will perform the obligations to deliver the Project under the Comprehensive Agreement.

"Evaluation Criteria" means the criteria set forth in Section 9.4 (*Technical and Financial Evaluation Criteria*) that will be used by the Evaluation Team to evaluate and rank the SOQs.

"Evaluation Team" means the team established by the State to evaluate and rank the SOQs in accordance with Section 9 (*SOQ Evaluation Process and Criteria*).

"Exempt Materials" means information, as determined by the State, in the State's discretion, exempt from public disclosure under the Public Disclosure Laws.

"Guarantor" means each parent company or other entity (in either case, if any) that is nominated by the Respondent that would support and guarantee the obligations of a Sponsor, Lead Contractor, Lead Contractor Member or O&M Contractor.

"Initially Proposed Project" means the project that was proposed by the Master Planning RFQ.

"Interim Submissions of Proposals" or **"ISoPs"** is defined in Section 7.7 (*Overview of RFP Procedure*).

"Kennedy Plaza" is defined in Section 3.1 (*Connecting Providence's Bus and Rail Centers*).

"Key Project Staff" means the persons identified by the Proposer in its SOQ as:

- (i) Project Executive;
- (ii) Project Manager;
- (iii) Deputy Project Manager;
- (iv) Design/Construction Interface Manager;
- (v) Design Manager;
- (vi) Construction Manager; and
- (vii) Operations & Maintenance Manager.

"Key Stakeholder" is defined in Section 6.3 (*Key Stakeholders*).

"Lead Contractor" means the entity or entities (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of construction work for the Project.

"Lead Contractor Member" means, where the Lead Contractor is an incorporated or unincorporated joint venture, each member or joint venturer in the Lead Contractor.

"Lead Designer" means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for preparation of the detailed plans and specifications for construction of the Project.

"Lead Designer Member" means, where the Lead Designer is an incorporated or unincorporated joint venture, each member or joint venturer in the Lead Designer.

"Major Participant" means each of the following:

- (a) the Developer
- (b) each Sponsor (if an Sponsor is an investment fund, the fund's general partner(s));
- (c) the Lead Designer;
- (d) each Lead Designer Member (if any);
- (e) the Lead Contractor;
- (f) each Lead Contractor Member (if any);
- (g) each O&M Contractor;
- (h) each O&M Member (if any); and
- (i) each Guarantor (if any).

"Master Planning RFQ" is defined in Section 3.3 (*Master Planning RFQ*).

"MBTA" means the Massachusetts Bay Transportation Authority.

"O&M Contractor" means the entity that will be responsible for performing the operations and maintenance work required for the PITC.

"O&M Member" means, where the O&M Contractor is an incorporated or unincorporated joint venture, each member or joint venturer in the O&M Contractor.

"O&M Payments" is defined in Section 5.1(b) (*Operations and Maintenance Payments*).

"O&M Period" is defined in Section 4.1 (*Comprehensive Agreement and Lease Agreement*).

"Organizational Change" is defined in Section 4.3(b) (*Changes in Organization*) of Appendix 3 (*Terms and Conditions*).

"OSHA" means the Occupational Safety and Health Administration, an agency of the US Department of Labor.

"Pass/Fail Criteria" means the evaluation criteria listed in Section 9.3 (*Pass/Fail Evaluation Criteria*).

"Performance Criteria and Technical Requirements" means the performance criteria and technical requirements for the Project to be determined by RIDOT and included in the Comprehensive Agreement and RFP.

"Person" means an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization or a governmental authority.

"PITC" is defined in Section 1.2 (*Purpose of this RFQ*).

"**PITC Site**" is defined in Section 2.3(a) (*PITC Project Site*).

"**Pre-Development Agreement**" is defined in 7.2(c) (*Pre-Development Phase*).

"**Pre-Development Phase**" means the phase of the Procurement Process described in Section 7.2(c) (*Pre-Development Phase*).

"**Preferred Proposer**" means the Proposer selected by RIDOT, in accordance with the RFP, to deliver the Project.

"**Project Labor Agreement**" or "**PLA**" is defined in Section 4.4(b) (*PLA and MBE Participation Goals*).

"**Private Development**" is defined in Section 1.1 (*The Opportunity*).

"**Private Development Commitments**" is defined in Section 5.1 (*Sources of Public Funds*).

"**Private Development Parcels**" means (i) the State-owned parcels not used for the PITC and (ii) those parcels available for Private Development identified in Appendix 4 (*Project Site*).

"**Procurement Process**" means the procurement process to select a Preferred Proposer to deliver the Project, as outlined in Section 7.2 (*Overall Process*).

"**Procurement Schedule**" means the anticipated schedule for the Procurement Process, as outlined in Section 7.5 (*Procurement Schedule*).

"**Project**" means the PITC and the Private Development.

"**Project Advisors**" is defined in Section 7.4 (*Project Advisors*).

"**Project Objectives**" is defined in Section 2.2 (*Project Objectives*).

"**Project Site**" means the site on which the Project will be undertaken.

"**Proposal**" means a proposal submitted by a Proposer in response to the RFP.

"**Proposer**" means a Respondent selected by RIDOT pursuant to this RFQ to submit a Proposal in response to the RFP.

"**Providence Station**" means the existing train station servicing Amtrak and MBTA in the Capital Center identified in Exhibit 4 (*Project Site*).

"**Public Contribution Amount**" means the aggregate amount of public funding provided to the Developer for the Project under the Comprehensive Agreement as described in Section 5.1 (*Sources of Public Funds*).

"**Public Disclosure Laws**" means the Access to Public Records Act, R.I. Gen. Law §§ 38-2-1 et seq.

"**Reference Project**" means those projects identified by the Respondent in either or both of Form F-1 (*Technical Experience – Design, Engineering and Construction*) or Form F-2 (*Technical Experience – Operations and Maintenance*).

"**Request for Proposals**" or "**RFP**" means the solicitation that may be issued by RIDOT to Proposers, and all applicable addenda.

"Request for Qualifications" or **"RFQ"** means this Request for Qualifications and all applicable Addenda.

"Respondent" means any company, team or joint venture which submits an SOQ in accordance with this RFQ.

"Respondent Representative" is defined in Section 4.4(b) (*Respondent Representative*) of Appendix 3 (*Terms and Conditions*).

"Respondent Team" means the entities and individuals that will be named as part of the Respondent's SOQ, including the Respondent's Major Participants and Key Project Staff.

"Restricted Contact Period" is defined in Section 4.1(c) (*Conflicts of Interest*) of Appendix 3 (*Terms and Conditions*).

"RFQ Comment" is defined in Section 7.6(a) (*RFQ Comments – Submission to RIDOT*).

"RFQ Comment Deadline" is defined in Section 7.6(a) (*RFQ Comments – Submission to RIDOT*).

"RFQ Response Deadline" means the corresponding date provided on the cover of this RFQ.

"Rhode Island Commerce Corporation" means the Rhode Island Commerce Corporation, a governmental agency and public instrumentality of the State of Rhode Island.

"RIDOA" means the Rhode Island Department of Administration.

"RIDOT" means the Rhode Island Department of Transportation.

"RIPTA" means the Rhode Island Public Transit Authority, a body corporate and politic established pursuant to R. I. Gen. Laws § 39-18-2.

"Road Improvements" is defined in Section 2.3(c) (*Gaspee Street Relocation and Exchange Street Extension*)

"Short-listed Respondents" is defined in Section 7.2(a) (*RFQ Phase*).

"Sponsor" means each member of the Respondent Team that will contribute equity to the Developer as part of such Respondent's financing plan for the Project.

"SOQ Submission Location" is defined in Section 8.3(a) (*Manner of Delivery*).

"State" means the State of Rhode Island.

"State Boiler House" means the boiler facility located near the State House, as more fully identified in Appendix 4 (*Project Site*).

"State Economic Development Goals" means those goals and objectives established by the State for the economic prosperity and growth of the State, including those goals identified by the Rhode Island Commerce Corporation and the Governor.

"State House" means the Rhode Island State House, located in Providence, at 82 Smith Street.

"State Purchases Act" is defined in Section 7.1 (*Statutory Authority*).

"State Representative" is defined in Section 4.4(c) (*Improper Communications*) of Appendix 3 (*Terms and Conditions*).

"Statement of Qualifications" or **"SOQ"** means a qualifications package submitted to RIDOT by a Respondent in response to this RFQ.

"Subcontractor" means any identified subcontractor of any tier whose experience or capabilities the Respondent expressly requests be evaluated as part of its SOQ (and which is not otherwise captured by the definition of Major Participant).

"Submittal Letter" means the letter, in the form of Form A (*Submittal Letter*), to be delivered by each Respondent as part of its SOQ in accordance with Appendix 2 (*Submittal Requirements*).

"Tax Stabilization Agreements" or **"TSA"** is defined in Section 5.1(g)(ii) (*City of Providence Incentives*).

"Terms and Conditions" is defined in Section 1.3 (*Terms and Conditions for the Procurement Process*).

2. Interpretations

Unless the context indicates a contrary intention, in this RFQ:

- (a) a word importing the singular includes the plural and vice versa;
- (b) the word "including" or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- (e) a reference to anything (including a right, obligation or concept) includes each part of it;
- (f) an obligation of two or more persons binds them jointly and severally;
- (g) the meaning of "or" will be that of the inclusive "or," meaning one, some or all of a number of possibilities; and
- (h) a reference to a section or article in the main body of the RFQ refers to a section or article in the main body of the RFQ.

Appendix 2 - Submittal Requirements

Volume 1 – General Submittals

Part 1 – Volume 1 Introduction and Administration

Part 2 – Volume 1 Organization and Management

Part 3 – Volume 1 Technical Qualifications

Volume 2 – Financial Information

Part 1 – Volume 1 Financial Capabilities and Experience

Part 2 – Volume 2 Financial Information

Volume 1 – General Submittals

1. Formatting, Page Limits and Signatures

1.1 Formatting

Subject to Section 1.2 (*Page Limits*), each Respondent must:

- (a) format its SOQ using:
 - (i) black, 12 point, standard-form Arial, Helvetica or Times New Roman font;
 - (ii) "single line" spacing (not "double line" or "1.5 line" spacing) with 6 point paragraph spacing (before and after);
 - (iii) the format of any text retained from any template Form provided by RIDOT; and
 - (iv) sequential page numbering (excluding the Forms in Volume 1, Part 1 and Part 2 and all of Volume 2, for which sequential page numbering is not required);
- (b) print its SOQ:
 - (i) on 8-1/2" x 11" sized white paper with at least 1" margins for narrative text (i.e., not tables, graphics or charts);
 - (ii) on 11" x 17" sized white paper for Form F1 (*Technical Experience – Design, Engineering and Construction*) and Form F2 (*Technical Experience – Operations and Maintenance*);
 - (iii) on recycled paper to the extent possible (although failure to do so will not be negatively assessed); and
 - (iv) single-sided.

Respondents may:

- (a) use other fonts for text on the cover and spine of binders;
- (b) use a different color font for headings, tables and graphics;
- (c) use 9 point font in tables, graphics or charts, provided that the tables, graphics and charts are legible;
- (d) produce pages of pre-existing or third party materials, such as published financial statements or letters of support, in their original format; and
- (e) produce forms, organizational charts, schematics, other drawings or schedules, but not narrative text, on 11" x 17" sized white paper.

1.2 Page Limits

- (a) Respondents are encouraged to be succinct, to the extent possible, and comply with any page limits and other limits, if applicable, set out in this Appendix 2 (*Submittal Requirements*).
- (b) Page limits and other limits are maximum limits and do not need to be reached for each item indicated, but should not be exceeded.
- (c) For the purposes of any page limit:
 - (i) each printed side of a page will be considered one page;
 - (ii) a divider that contains information, other than a title for the section, that should be considered in the review or evaluation as part of the SOQ will be counted as one page; and
 - (iii) any table of contents, index or list of defined terms/abbreviations included in the SOQ will not be counted.
- (d) RIDOT may, in its discretion, reject pages that exceed the page limits or that fail to follow the content or format instructions outlined in this RFQ.

1.3 **Signatures**

Respondents may provide either original or electronic signatures in their SOQs.

1. **Part 1 – Introduction, Project Understanding and Administration**

Part 1 of Volume 1 must contain the following:

Section	Submittal Requirement	Page limit
1.1	<p>RIVIP Bidder Certification Cover Form</p> <p>Download, complete, sign, and submit the "Bidder Certification Cover Form" for this solicitation as the first document in the technical proposal. The "Bidder Certification Cover Form" is downloadable with the solicitation from the RIDOA website by logging in as a RIVIP vendor and clicking on the applicable "Solicitation Number."</p> <p>www.purchasing.ri.gov</p>	n/a
1.2	<p>Completed Form A (<i>Submittal Letter</i>)</p> <p>Provide a completed Submittal Letter in the form of Form A (<i>Submittal Letter</i>) in accordance with the instructions on the Form.</p> <p>The Submittal Letter must be signed by the Respondent Representative and by an authorized representative of each Major Participant. Each signatory must be authorized to sign such material and to commit the Respondent or Major Participant (as applicable) to the Project obligations.</p>	n/a
1.3	<p>Executive Summary</p> <p>A written narrative that should:</p> <ul style="list-style-type: none"> (a) be written in a non-technical style; (b) contain sufficient information for reviewers with technical and non-technical backgrounds to become familiar with the key elements of the Respondent's SOQ; (c) identify each Major Participant and briefly describe the role, headquarter office location and qualifications of each Major Participant, and its experience in performing comparable projects; and (d) explain why the Respondent Team should be shortlisted. 	5
1.4	<p>Project Understanding</p> <p>Provide a narrative description of the Respondent's understanding of the PITC and the Private Development and how they interface. The narrative should briefly describe the major elements of the Project and the potential risks and challenges in delivering the Project. This information must include:</p> <p>Respondent's approach to advancing the design of the Project in a creative manner that meets the Project Objectives;</p>	7

	<p>An understanding of how the Private Development and retail components of the PITC can maximize revenue to reduce the overall Public Contribution Amount.</p> <p>Respondent's plans for interfacing with RIDOT and the Key Stakeholders;</p> <p>Respondent's proposed method for managing the Project schedule and budget so that the Respondent will meet the target construction commencement and completion dates;</p> <p>Respondent's intended approach to maintaining the major elements of the Project. The narrative should briefly describe the Respondent's proposed methods for management, staffing and, more generally, undertaking the requisite maintenance.</p> <p>Respondent's identification of any potential Project risks, constraints, issues, or special requirements.</p> <p>Respondent's approach to addressing any other items listed in Section 9.4(c) (<i>Project Understanding</i>).</p>	
1.5	<p>Completed Form B (<i>Certifications</i>)</p> <p>For each Major Participant, provide a completed Form B (<i>Certifications</i>) in accordance with the instructions on the Form.</p>	n/a
1.6	<p>Completed Form C (<i>Disclosures</i>)</p> <p>Provide a completed Form C (<i>Disclosures</i>) in accordance with the instructions on the Form.</p>	n/a
1.7	<p>Completed Form D (<i>Confidential Information Index</i>)</p> <p>Provide a completed Form D (<i>Confidential Information Index</i>) in accordance with the instructions on the Form.</p>	n/a
1.8	<p>Form H – Agreement on Terms of Discussion</p> <p>Provide a completed Form H (<i>Agreement on Terms of Discussion</i>) in accordance with the instructions on the Form.</p>	n/a
1.9	<p>Form I – Certificate of Authorization</p> <p>Provide a completed Form I (<i>Certificate of Authorization</i>) in accordance with the instructions on the Form.</p>	n/a
1.10	<p>Completed IRS Form W-9 (downloadable from the RIDOA website at www.purchasing.ri.gov) should be included only in the original SOQ.</p>	n/a
1.11	<p>Project Labor Agreement Statement</p>	1

	Provide a statement expressing the Respondent's willingness to sign and administer a Project Labor Agreement for the Project as described in Section 4.4(b) (<i>PLA and MBE Participation Goals</i>) of the RFQ.	
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2. **Part 2 – Organization and Management**

Part 2 of Volume 1 must contain the following:

Section	Submittal Requirement	Page limit
2.1	<p>Legal Structure</p> <p>(a) Explain the proposed legal structure of the Developer and the role of each Major Participant. Provide a legal structure chart identifying the Respondent's organization and Major Participants for the PITC and the Private Development, including each Sponsor, the Lead Contractor, each Lead Contractor Member, the Lead Designer, each Lead Designer Member, the O&M Contractor, each Subcontractor (as available).</p> <p>(b) Explain how the members of the Respondent Team will interface between the Private Development and the PITC.</p> <p>(c) For each Sponsor, Lead Contractor, each Lead Contractor Member, the O&M Contractor, each O&M Member and each Subcontractor, identify the respective parent company(ies), as applicable.</p>	2
2.2	<p>Completed Form E (<i>Major Participant Information</i>)</p> <p>For each Major Participant, provide a completed Form E (<i>Major Participant Information</i>) in accordance with the instructions on the Form.</p>	n/a
2.3	<p>Organizational Charts</p> <p>Provide organizational charts (one for each significant phase of the Project) showing the flow of the "chain of command" with lines identifying participants who are responsible for major functions to be performed and their reporting relationships in managing, designing, building, financing, operating and maintaining each component of the Project.</p>	n/a
2.4	<p>Organizational Narrative Report</p> <p>Provide:</p> <p>(a) a description of significant functional relationships among Major Participants and how the proposed organization will function as an integrated team for the term of the Project;</p> <p>(b) a description of where and in what capacity any of the Major Participants have worked together; and</p> <p>(c) a description of the Respondent's proposed methods for management and staffing.</p>	5
2.5	<p>Key Project Staff Information</p> <p>Provide:</p>	2 (per resume)

Section	Submittal Requirement	Page limit
	<p>(a) Narrative and/or graphics (2 single-sided pages or less) identifying the Key Project Staff and their company affiliation within the Respondent Team.</p> <p>(b) PITC Resumes</p> <p>Resumes with appropriate details and work history for those individuals from the Respondent Team who will perform the following key responsibilities on the PITC:</p> <ul style="list-style-type: none"> • <u>Project Executive</u>: The Project Executive will have overall responsibility for executing the Comprehensive Agreement. • <u>Project Manager</u>: The Project Manager will be responsible for managing the design, construction, and contract administration of the Project. • <u>Deputy Project Manager</u>: The Deputy Project Manager will perform duties delegated to them by the Project Manager. • <u>Design/Construction Interface Manager</u>: The Design/Construction Interface manager will be a liaison between the Design Manager, Construction Manager, O&M Manager, Project Director, and RIDOT project management team. • <u>Design Manager</u>: The Design Manager will be responsible for key design activities and decisions. • <u>Construction Manager</u>: The Construction Manager, who will be responsible for constructability reviews during the design period and implementation of the design during construction and for all construction activities. • <u>Operation & Maintenance Manager</u>: The O&M Manager, who will be responsible for O&M inputs during the design period and implementation of the operation and maintenance plan after construction close. <p>(c) Private Development Resumes</p> <p>Additionally, the Respondent is encouraged to submit as many of the individuals as it can identify for the Private Development to fill each of the above roles, but is required, at a minimum, to submit a resume for the Private Development's Project Executive and the Sponsors.</p> <p>For each of the Key Project Staff identified, indicate on which, if any, of the Reference Projects that person played a key role and identify their role. Each resume must include a narrative that describes the individual's academic and</p>	

Section	Submittal Requirement	Page limit
	professional qualifications, professional registration (as applicable), and experience as it relates to the Project and to the individual's proposed role.	

3. **Part 3 – Technical Qualifications**

Part 3 of Volume 1 must contain the following:

Section	Submittal Requirement	Page limit
3.1	<p>Completed Form F1 (<i>Technical Experience - Design, Engineering and Construction</i>)</p> <p>Provide a completed Form F1 (<i>Technical Experience – Design, Engineering and Construction</i>) in accordance with the instructions on the Form. Respondents should submit a Form F1 for both public infrastructure experience and commercial-real estate experience.</p>	2 (11"x17")
3.2	<p>Technical Narrative Attachment for Form F1</p> <p>Provide a technical narrative attachment for Form F1 (<i>Technical Experience - Design, Engineering and Construction</i>) describing five selected Reference Projects from the Form in greater detail.</p> <p>The narrative description should clearly explain how such Reference Projects are comparable and relevant in terms of the delivery methods (e.g. pre-development agreements), size, nature of works (e.g., transportation, real-estate, etc), conditions (e.g., climate) and challenges faced, and how such experience is relevant to the Evaluation Criteria and will be utilized to deliver this Project.</p>	(1 page per project)
3.3	<p>Completed Form F2 (<i>Technical Experience – Operations and Maintenance</i>)</p> <p>Provide a completed Form F2 (<i>Technical Experience – Operations and Maintenance</i>) in accordance with the instructions on the Form. Respondents should submit a Form F1 for both public infrastructure experience and commercial-real estate experience.</p>	2 (11"x17")
3.4	<p>Technical Narrative Attachment for Form F2 (<i>Technical Experience – Operations and Maintenance</i>)</p> <p>Provide a technical narrative attachment for Form F2 (<i>Technical Experience – Operations and Maintenance</i>) describing five selected Reference Projects from the Form in greater detail.</p> <p>The narrative description should clearly explain how such Reference Projects are comparable and relevant in terms of the delivery methods, size, nature of works (e.g., major transportation, real-estate), conditions (e.g., climate) and challenges faced, and how such experience is relevant to the Evaluation Criteria and will be utilized to deliver this Project.</p>	(1 page per project)
3.5	<p>Technical Capabilities Narrative and Resumes</p> <p>Provide a narrative describing the Respondent's technical capabilities in the areas listed in Section 9.4(a) (<i>Respondent and Major Participant Relevant</i></p>	10 (narrative) and 2

Section	Submittal Requirement	Page limit
	<p><i>Experience</i>) of the RFQ. Explain how the experience presented in Sections 3.1 – 3.4 of this Part 3 will provide value to the State in the context of the Project, and specifically provide a description of:</p> <ul style="list-style-type: none"> (a) previous experience of the Respondent, O&M Contractor and the Sponsors in acting as a principal operator of large buildings incorporating retail and commercial space leased to third parties, experience in maximizing a project's retail revenues, as well as demonstrated experience in partnering with government and governmental agencies to achieve joint or shared public-private objectives; (b) description of past Design Build, Design, Build, Operate and Maintain or Design, Build, Finance, Operate and Maintain projects that the Respondent or a Major Participant has delivered for a governmental agency; (c) experience in urban development and transit oriented development; and (d) experience with pre-development agreements or interim agreements. 	(resumes, per entity)
3.6	<p>Completed Form J (<i>Safety Performance Questionnaire</i>)</p> <p>For each of the Lead Contractor and each Lead Contractor Member, provide a completed Form J (<i>Safety Performance Questionnaire</i>) in accordance with the instructions on the Form.</p>	n/a
3.7	<p>Safety Narrative Attachment for Form J (<i>Safety Performance Questionnaire</i>)</p> <p>Provide a description of the occupational health and safety program for the Lead Contractor and each Lead Contractor Member.</p>	2 (per entity)
3.8	<p>Construction Delay Attachment</p> <p>Provide an attachment that lists projects with a construction price of \$50 million or more that were completed within the past 5 years, or that remain under construction, in either case, by the Respondent, the Lead Contractor or a Lead Contractor Member (whether as a single contractor or part of a joint venture) for which there was a delay of 6 months or more and no contractual schedule relief was provided.</p> <p>For each such project, the attachment must identify:</p> <ul style="list-style-type: none"> (a) the applicable Lead Contractor or Lead Contractor Member; (b) the name and location of the project; (c) a description of the project (including construction price); 	n/a

Section	Submittal Requirement	Page limit
	(d) the contact information (project manager name, phone number, e-mail address) of the owner or developer; (e) the construction start date; (f) the original scheduled date for completion; (g) the actual date of completion (or if completion has not yet been achieved, the anticipated date of completion); and (h) an explanation of the cause of either the steps taken to mitigate the delay and how you plan to avoid such delay on this Project.	

Notes to Part 3

Section 3.1 (Form F1) and Section 3.3 (Form F2)

Respondents may list on Form F1 (*Technical Experience – Design, Engineering and Construction*) and on Form F2 (*Technical Experience – Operations and Maintenance*) the experience of any Major Project Participant (as appropriate). Project experience from Affiliates of such Major Participants is acceptable, if a direct or indirect common parent entity is a Guarantor of that Major Participant and the Respondent clearly explains how such experience is relevant and will be utilized to deliver this Project.

Volume 2 – Financial Information

1. Part 1– Financial Capabilities and Experience

Part 1 of Volume 2 must contain the following:

Section	Submittal Requirement	Page limit
1.1	<p>Sponsor’s Financing Experience</p> <p>The SOQ must contain the tables in Form G-1 (<i>Sponsor Experience – Completed Projects</i>) completed by the Sponsor(s) in accordance with the instructions on the Form. Table G1 will reflect each Sponsor’s track record and experience acting as an equity investor on commercial real estate development projects incorporating an infrastructure component and local / state economic stimulus goals. The Sponsor’s track record and financing experience must also reflect any experience relating to projects developed / financed under a pre-development agreement structure. Furthermore, Form G-1 (<i>Sponsor Experience – Completed Projects</i>) will reflect the Sponsor’s experience raising capital for comparable projects and the extent to which public subsidies and incentives were part of the capital structure.</p> <p>Respondents may list on Form G-1 (<i>Sponsor Experience – Completed Projects</i>) the experience of any Sponsor who will directly or indirectly be an equity owner of the ultimate Developer.</p>	n/a
1.2	<p>Current Real Estate Projects</p> <p>The SOQ must contain the table in Form G-2 (<i>Financing Capacity - Ongoing Projects</i>), which must include a list of on-going projects over \$100 million in size or with obligations over 10% of the Sponsor’s net worth. The purpose of this Form G-2 (<i>Financing Capacity - Ongoing Projects</i>) as compared with G-1 (<i>Sponsor Experience – Completed Projects</i>) is to illustrate the Sponsors and Respondents’ current financing capacity based on its ongoing pipeline of projects.</p>	n/a
1.3	<p>Financing Approach</p> <p>Provide a description of your approach to the financing of the Private Development, including reference to sources of capital and any expected or required incentives or public subsidies.</p>	n/a

2. **Part 2– Financial Information**

Part 2 of Volume 2 must be submitted in accordance with Section 8.3(a)(i)(A) (*Manner of Delivery*) contain the following:

Section	Submittal Requirement	Page limit
2.1	<p>Financial Statements</p> <p>Provide financial statements for each of the following entities, as applicable, for the three most recent fiscal years. If an entity is performing more than one role, provide only one set of financial statements. The response should clearly state the roles the entity is performing:</p> <ul style="list-style-type: none"> (a) Respondent (b) Sponsors (Private Development & PITC) <p>For the PITC only:</p> <ul style="list-style-type: none"> (c) Lead Contractor (d) Lead Contractor Member (e) O&M Contractor (f) Guarantors for any of the entities listed under (a)-(e) (if any). <p>If the Guarantor is a parent company of the relevant entity, provide only financial statements on a consolidated basis for the parent company entity (i.e., not two sets of financial statements for each of the parent company and the relevant subsidiary entity).</p> <p>"Financial statements" include the following:</p> <ul style="list-style-type: none"> (a) An opinion letter (auditor's report); (b) Balance sheet; (c) Income statement; (d) Statement of cash flow; and (e) Footnotes. 	n/a
2.2	<p>Additional Financial Information</p> <p>Please provide the following information for the entities required to provide financial statements in Section 2.1 above:</p> <ul style="list-style-type: none"> (a) <u>Credit Ratings</u>: Provide copies of the recent credit rating(s) by the major credit rating agencies (i.e., Moody's, S&P, and Fitch) (if any) for the debt of the relevant entity. If the relevant entity's debt is not rated by any such rating agency, include a statement to that effect. (b) <u>Contingent Liabilities and Outstanding Guarantees</u>: To the extent not included in the financial statements, provide information regarding any outstanding commitments and contingent liabilities. This should include completion guarantees above and beyond any collateral pledged via real estate assets. 	n/a

	<p>(c) <u>Material Changes in Financial Conditions</u>: Provide information regarding material changes in the financial condition of the relevant entity for the three-year period prior to the RFQ Response Deadline and as projected for the next fiscal quarter. If no material change has occurred and none is pending, include a statement to that effect.</p> <p>(d) <u>Non-performing Loans</u>: Provide a list and details of any current non-performing loans or loan defaults in the past 10 years.</p>	
2.3	Reserved	n/a
2.4	<p>Guarantor Support Letter</p> <p>If financial statements of a Guarantor have been provided to demonstrate financial capability of an entity required to provide financial statements under Section 2.1 above, provide confirmation of such Guarantor's intention to support the entity with the financial support and human resources needed by such entity to successfully satisfy its obligations in respect of the Project, including to complete construction of the Project. Such confirmation must be provided as a certification signed by the chief executive officer or other officer of the Guarantor authorized to make such certification, dated no earlier than two weeks prior to the SOQ Due Date.</p>	n/a
2.5	<p>Financing Party Support Letters</p> <p>Provide support letters from at least one and not more than three potential lenders, underwriters or other providers of debt financing ("Financing Parties") relating to the Private Development. Each letter must be provided by a bank, underwriter and/or other financial institution that has long-term, unsecured debt ratings of not less than "A-/A3" or its equivalent issued by at least two of the three major rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) and include, at a minimum, the following:</p> <ul style="list-style-type: none"> • evidence of the Financing Party's long-term, unsecured debt rating; • explicit support for the Respondent/Sponsor and interest in providing a loan or underwriting debt for the Private Development; • acknowledgement that the Financing Party has reviewed this RFQ and is familiar with the contractual and financial structure; • any assumptions regarding the provision of support for a Respondent; and • details regarding any experience the Financing Party has with the Respondent or any member of the Respondent in connection with any private financing committed or provided for an infrastructure project in the past ten years. <p>Each letter must be on the Financing Party's official letterhead, signed by a duly authorized signatory, and include title, address, telephone number and e-mail address.</p>	n/a
2.6	Equity Funding Overview	n/a

	<p>Provide a description for each Sponsor containing the following information to indicate its ability to provide equity capital for the Project and maintain its equity investment in accordance with the contractual and financial structure contemplated for the Project:</p> <p>(a) If the Sponsor is an investment fund, include at a minimum:</p> <ul style="list-style-type: none"> (i) <u>Approval Process</u>: An overview of the approval process required to commit to and fund the required equity commitment. This section should describe any required board, investment committee, or other formal approvals needed and an indicative schedule for securing those approvals. (ii) <u>Funding Vehicle</u>: The name and ownership structure of the investment fund that will provide the funds for the equity investment in the Project (the “Funding Vehicle”). Respondents should note that investment funds that (A) are anticipated to be created but do not exist as of the RFQ Response Deadline or (B) have no or insufficient investment capacity as of the RFQ Response Deadline will not be considered unless a Guarantor is also proposed for such investment fund and all information requirements applicable to Guarantors in this RFQ are satisfied. (iii) <u>Investment Capacity</u>: Supplemental information (as needed) to the financial statements of the Funding Vehicle as evidence of its investment capacity for the Project. (iv) <u>Investment Criteria</u>: Confirmation that the Project meets all of the investment policy requirements of the Funding Vehicle (e.g., is an approved project, does not contradict any capital allocation policy) and is consistent with its investment objectives. <p>(b) If the Sponsor intends to fund its equity commitment through use of internal resources (e.g., a corporate entity supplying its own capital), include at a minimum:</p> <ul style="list-style-type: none"> (i) <u>Approval Process</u>: An overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee, or other formal approvals needed, as well as an indicative schedule for securing those approvals. (ii) <u>Source of Capital</u>: Identification of where and how the equity commitment will be sourced and description of how competing allocation and capacity issues are considered between several project opportunities the Sponsor may pursue simultaneously. (iii) <u>Investment Capacity</u>: Supplemental information (as needed) to the financial statements of the Sponsor as evidence of its investment capacity for the Project. 	
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	<p>(iv) <u>Investment Criteria</u>: Assurances that the Project meets all corporate strategy and investment policy requirements (e.g., is an approved project, does not contradict any capital allocation policy) and is consistent with its investment objectives.</p>									
2.7	<p>Surety or Bank Letters</p> <p>Provide letters from sureties duly authorized in the State of Rhode Island or evidence of the ability to obtain a letter of credit from a bank, stating without conditions or qualification that the entity is capable as of the RFQ Submission Deadline, of obtaining a payment bond (or bonds) and a performance bond (or bonds) or letter of credit, as applicable, in an aggregate amount per the table below, for the Project. With respect to bonds, the letters must specifically state that the surety has reviewed this RFQ and is familiar with the contractual and financial structure and has evaluated the entity’s backlog and work-in-progress in determining its bonding capacity. Letters stating that the entity has “unlimited” bonding capacity are not acceptable. The letter must specify any assumptions regarding the provision of support.</p> <p>Any surety company providing such letter must be rated at least “A” or better and “Class VIII” or better by A.M. Best and Company, and must be listed on U.S. Treasury Department Circular 570. Evidence of the surety’s rating must be attached to the letter.</p> <table border="1" data-bbox="350 978 1250 1236"> <thead> <tr> <th data-bbox="350 978 1016 1045">Entity</th> <th data-bbox="1016 978 1250 1045">Bond Amount</th> </tr> </thead> <tbody> <tr> <td data-bbox="350 1045 1016 1108">PITC Lead Contractor and Lead Contractor Members</td> <td data-bbox="1016 1045 1250 1108">\$80m</td> </tr> <tr> <td data-bbox="350 1108 1016 1171">PITC Lead O&M Firm</td> <td data-bbox="1016 1108 1250 1171">\$10m</td> </tr> <tr> <td data-bbox="350 1171 1016 1236">Sponsor(s)</td> <td data-bbox="1016 1171 1250 1236">\$10m</td> </tr> </tbody> </table> <p>The requirement to provide the surety letters and / or evidence of ability to obtain a letter of credit, and the amounts referenced above, are solely for the purposes of evaluating the Respondent’s financial capacity and should not be construed as an indication of the ultimate security requirements for the Project.</p>	Entity	Bond Amount	PITC Lead Contractor and Lead Contractor Members	\$80m	PITC Lead O&M Firm	\$10m	Sponsor(s)	\$10m	
Entity	Bond Amount									
PITC Lead Contractor and Lead Contractor Members	\$80m									
PITC Lead O&M Firm	\$10m									
Sponsor(s)	\$10m									

Notes to Volume 2

Submissions of financial statements must comply with the following requirements:

- (a) Audited Financial Statements: Financial statements must be audited by a certified public accountant. If audited financial statements are not available for any entity, provide unaudited financial statements for such entity, certified as true, correct and complete by its chief financial officer or a similar officer.

- (b) Accounting Standards: If financial statements are prepared in accordance with principles other than generally accepted accounting principles used in the United States ("**US GAAP**") or International Financial Reporting Standards ("**IFRS**"), a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to US GAAP or IFRS. RIDOT reserves the right to request clarification or additional information, as needed, in order to facilitate its review of any financial statements that are not prepared in accordance with US GAAP or IFRS.
- (c) New Entities: If the entity providing the financial statements is a newly formed entity and does not have independent financial statements, the entity must expressly state that it is a newly formed entity and does not have independent financial statements meeting the requirements above and must provide financial statements otherwise consistent with those required hereby for each of its shareholders/Sponsors.
- (d) SEC Filings: If the Respondent, any member of the Respondent or any other entity for whom financial statements are submitted files reports with the U.S. Securities and Exchange Commission, then the Respondent must provide electronic links to the most recently filed Forms 10-K, 10-Q and 8-K for all such reporting entities.
- (e) English/U.S. Dollar: Information in the financial statements must be provided in English and U.S. Dollars, as applicable. If financial statements are prepared in a language other than English, an English translation must be provided. If financial statements are converted from a foreign currency into U.S. Dollars, the conversion method(s) must be explained in an attachment. Footnotes to financial statements need not be converted to U.S. Dollars.
- (f) Format: In addition to all other electronic information requested in this RFQ, each Respondent must submit a copy of all financial statements electronically in searchable PDF format on one or more CDs.

Information regarding any material change that has occurred, or is projected, must include, at a minimum:

- (g) a description of each material change, actual and projected, and any related changes or disruptions in executive management;
- (h) actual and projected impacts on the affected entity's organizational and financial capacity and its ability to remain engaged in this procurement and submit a responsive proposal; and
- (i) a detailed description of any other projected impacts, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead; including the likelihood that the circumstances of the change or impacts thereof will continue during the Project term.

Estimates of the impact on revenues, expenses and the change in equity must be provided separately for each material change. References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes. Where a material change will have a negative financial impact, the affected entity must describe measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If its financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity must describe measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a list of examples of material changes in financial condition. At the discretion of RIDOT, any failure to disclose a prior or pending material change may result in disqualification from the procurement process.

- (j) An event of default or bankruptcy involving the affected entity, its parent company or Guarantor, or any of its controlled subsidiary or other affiliates.
- (k) A change in the tangible net worth of 10% or more of shareholder equity.
- (l) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or its parent company or Guarantor.
- (m) A change in credit rating for the affected entity or its parent company or Guarantor.
- (n) Inability to meet material conditions of loan or debt covenants by the affected entity or its parent company or Guarantor that has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties.
- (o) In the current and three most recent completed fiscal years, the affected entity or its parent company or Guarantor either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity.

Appendix 3 - Terms and Conditions

1. Application to the RFQ

The submission of an SOQ is subject to the terms and conditions contained in this RFQ, the laws of the State of Rhode Island, including all procurement statutes and regulations (available at www.purchasing.ri.gov), and applicable federal and local law, all of which are incorporated by this reference into this RFQ, the RFP, the Pre-Development Agreement, and the Comprehensive Agreement, or any other contract awarded pursuant to the RFP.

The State will not be responsible for any errors, omissions, inaccuracies or incomplete statements in an SOQ

1.1 Post-RFQ Modifications to Contractual and Financial Structure

The information regarding the Project's contractual and financial structure and Project scope, as described in this RFQ, reflects the State's proposed structure and scope as of the date of this RFQ. The State reserves the right, in its discretion, to modify the proposed contractual and financial structure, or Project scope, based on its ongoing analysis of technical, financial, commercial, legal and any other issues relating to the Project. The State will communicate any modifications made during the Procurement Process in accordance with Section 4.4 (*Communications*).

1.2 Language and Units of Measurement

Respondents must submit SOQs exclusively in the English language, use United States customary units of measurement and specify monetary amounts in US Dollar denominations. Respondents may make references to other customary units of measurement and to monetary amounts in a different base currency, but the Respondent must ensure that any of these amounts are also specified in United States customary units of measurement or US Dollars, at the rate of conversion appropriate for the project being referenced.

2. Reserved Rights

- (a) In connection with the procurement described in this RFQ, the State reserves any and all of the rights available to it under applicable law, exercisable by the State in its discretion. These rights include the right, with or without cause, and with or without notice, and at any time and for any reason, to:
 - (i) modify the Procurement Process or documentation described in this RFQ;
 - (ii) modify the scope of the Project;
 - (iii) appoint additional members to the Evaluation Team to review SOQs and seek the assistance of outside technical, financial, legal and other experts and consultants;
 - (iv) waive any deficiency or non-conformance in an SOQ, or permit clarifications or additional information to be submitted with respect to an SOQ;
 - (v) make independent calculations with respect to numbers and calculations submitted in an SOQ for purposes of their evaluation;

- (vi) require confirmation of information submitted by a Respondent, require additional information from a Respondent concerning its SOQ, or require additional evidence of qualifications to perform the work described in this RFQ;
- (vii) seek or obtain data from any source that has the potential to improve the State's understanding and evaluation of such SOQ;
- (viii) terminate evaluations of SOQs received at any time;
- (ix) reject any and all SOQs received at any time, whether before or after the RFQ Response Deadline;
- (x) not select any Respondent as a Proposer;
- (xi) add as a Proposer any Respondent that submitted an SOQ in order to replace a previously selected Proposer that withdraws or is disqualified from participation in this procurement;
- (xii) as part of the RFP process, negotiate with a Proposer without being bound by any provision in its SOQ or subsequent Proposal;
- (xiii) disqualify any Respondent that changes its SOQ without the State's approval;
- (xiv) disqualify any Respondent or Proposer from the Procurement Process for violating any rules or requirements of the procurement specified in (i) this RFQ, (ii) the RFP, (iii) any other communication from the State or (iv) applicable law;
- (xv) accept, reject or seek additional information regarding a Respondent's request to make any changes to its organization in accordance with Section 4.3 (*Changes in Organization*);
- (xvi) withdraw or cancel this RFQ or any subsequent RFP, in whole or in part, at any time prior to the execution by the State of the Comprehensive Agreement, without incurring any cost obligations or liabilities, except to the extent specifically provided in this RFQ or any subsequent RFP;
- (xvii) revise the evaluation factors or methodology prior to the RFQ Response Deadline;
- (xviii) issue Addenda, supplements and modifications to this RFQ;
- (xix) issue a new request for qualifications or request for proposals after cancellation of this RFQ or any subsequent RFP;
- (xx) not issue an RFP;
- (xxi) develop some or all of the Project itself or through another State or local government entity or entities;
- (xxii) disclose information submitted to the State as permitted by applicable law or this RFQ;
- (xxiii) exercise any other right reserved or afforded to the State under this RFQ or applicable laws and regulations; and

(xxiv) exercise its discretion in relation to the matters that are the subject of this RFQ as it considers necessary or expedient in the light of all circumstances prevailing at the time which the State considers to be relevant.

- (b) This RFQ does not commit or bind the State to enter into a contract or proceed with the procurement described in this RFQ. The State does not assume any obligation, responsibility or liability, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ or any subsequent RFP, and these costs will be borne solely by each Respondent, except to the extent that the RFP expressly provides for the payment of a stipend to a Proposer.
- (c) In no event will the State be bound by, or liable for, any obligations with respect to the Project or any portion of the Project, except to the extent that (i) any subsequent RFP expressly provides for the payment of a stipend to a Proposer or (ii) the Comprehensive Agreement, in form and substance satisfactory to the State, has been executed and authorized by the State, and then, only to the extent set out in the Comprehensive Agreement.

3. **Protest Procedures**

A Respondent submitting an SOQ in response to this RFQ may protest the State's decision in short-listing Proposers by complying with R.I. Gen. Laws § 37-2-52 and R. 1.6.

4. **Conflicts of Interest, Communications and Other Considerations**

4.1 **Conflicts of Interest**

- (a) For purposes of this RFQ, "**Conflict of Interest**" means any situation or circumstance where a Respondent or any of its Major Participants:
 - (i) has other commitments, relationships, financial interests or involvement in ongoing litigation that:
 - (A) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the State's independent judgment; or
 - (B) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Comprehensive Agreement;
 - (ii) is under contract with the State or any Key Stakeholder in connection with the Project or Procurement Process; or
 - (iii) has knowledge of or access to confidential information (other than confidential information disclosed by the State in the normal course of the RFQ or RFP) of strategic or material relevance to the RFQ, the RFP or to the Project that is not available to other Respondents and that could or could be seen to give the Respondent an unfair competitive advantage; and
- (b) "**Organizational Conflict of Interest**" means that because of other activities or relationships with other Persons, a Person is unable or potentially unable to render impartial

assistance or advice to the State, or the Person's objectivity in performing the contract work is or might be otherwise impaired, or a Person has an unfair competitive advantage.

- (c) For purposes of this RFQ, the "**Restricted Contact Period**" commences with the issuance of this RFQ and continues until the earliest of:
 - (i) execution of the Pre-Development Agreement;
 - (ii) the State notifying each Respondent or each Proposer that it will not accept any of the SOQs or Proposals;
 - (iii) the State notifying each Respondent or each Proposer that it has cancelled the procurement; and
 - (iv) with respect to a Respondent, that Respondent being informed in writing by the State that it:
 - (A) is not a Proposer; or
 - (B) has been disqualified or otherwise removed from further involvement in the Procurement Process.
- (d) During the Restricted Contact Period, each Respondent is prohibited from directly or indirectly receiving any advice relating to the Project, this RFQ or the RFP from, or including, as a Major Participant or contractor, Subcontractor or consultant to the Respondent or any Major Participant or any Person with a Conflict of Interest, including the Project Advisors.

4.2 **Participation on Respondent Teams**

- (a) To ensure a fair and competitive procurement process, Major Participants are prohibited from participating, in any capacity, on another Respondent team during the course of the Procurement Process unless otherwise approved by the State.
- (b) If a Respondent is not selected as a Proposer, then following the State publicly announcing the identity of the Proposers, the members of the unsuccessful Respondent teams will be free to participate on any one Proposer team, subject to compliance with all other requirements of this RFQ, including Section 4.1 (*Conflicts of Interest*), and of the RFP.

4.3 **Changes in Organization**

- (a) Subject to Section 4.3(b), Respondents may add, delete or substitute team members and reorganize their teams during the Procurement Process, unless the change would result in a Conflict of Interest.
- (b) Notwithstanding Section 4.3(a), following submittal of the SOQs, Respondents must not do any of the following without the State's prior written consent:
 - (i) delete, substitute or change the composition of any Major Participant or any other team member identified in its SOQ or change the role or scope of work of such Major Participant or team member; or

- (ii) otherwise reorganize its team to the extent that such reorganization would render the organizational charts and descriptions provided in their SOQ in accordance with Appendix 2 (*Submittal Requirements*) inaccurate or incomplete,

(each an "**Organizational Change**").

- (c) If a Proposer wishes to make any Organizational Change, a Proposer must submit to the State a description of the proposed change and any relevant documentation related to the change.
- (d) While the State reserves the right to withhold its consent to any Organizational Change under Section 4.3(b) in its discretion, the State expects that it will base its decision as to whether to accept a proposed Organizational Change on whether the proposed Organizational Change would:
 - (i) render the Respondent materially different from or less qualified than the Respondent originally selected as a Proposer in a way that would have had a material adverse effect on the evaluation of the Respondent's SOQ;
 - (ii) result in any Conflict of Interest; or
 - (iii) cause the Respondent or Proposer to be in violation of another provision of this RFQ.

4.4 **Communications**

- (a) **Addenda**

Responses to questions, changes prior to the RFQ Response Deadline, and supplemental instructions and terms will be posted as addenda on the Department of Administration Division of Purchases website at www.purchasing.ri.gov, and all addenda become incorporated into this RFQ upon posting. Respondents are responsible for checking the website to determine the issuance of any addenda.

- (b) **Respondent Representative**

- (i) As soon as reasonably practicable following issuance of this RFQ, each prospective Respondent must notify the State by emailing the State Representative the name, title, mailing address, phone numbers (work and cell), email address and fax number (if any) of a single contact person for that prospective Respondent (the "**Respondent Representative**").
- (ii) Respondents may update the identity or contact information of such Respondent Representative from time to time by notifying the State Representative by email.
- (iii) Upon submission of an SOQ, all future communications by the State will be made to the Respondent Representative whose contact information is included in the SOQ, which may, but is not required to, be the same person as was previously identified to the State in accordance with Section 4.4(b)(i).

- (c) **Improper Communications**

- (i) The rules of communication in this Section 4.4(c) will apply to Respondents, including any Proposers, during the Restricted Contact Period, unless such rules are superseded or modified by the RFP.
- (ii) For purposes of this Section 4.4(c):
 - (A) references to Respondents include their team members and representatives; and
 - (B) communications include face-to-face, telephone, facsimile, email, social media or hard copy written communications, or any other oral or written communications that the State, in its sole discretion, concludes were intended to circumvent the restrictions on improper communications.
- (iii) RIDOA will be the sole point of contact for Respondents with respect to the Project, this RFQ and the RFP. Respondents must correspond with the State regarding such matters only through RIDOA's designated representative that will initially be:

Thomas Bovis
 Interdepartmental Project Manager
 Rhode Island Department of Administration
 E-mail: Thomas.Bovis@purchasing.ri.gov. preparation

(as updated by the State from time to time by email to the Respondent Representatives, the "**State Representative**").

- (iv) Respondents must not have any direct or indirect communications regarding the Project or this RFQ with:
 - (A) subject to Section 4.2 (*Participation on Respondent Teams*), another Respondent or its team members;
 - (B) the State or its employees or advisors; and
 - (C) any representatives, employees, advisors, contractors or consultants of the foregoing involved with the procurement of the Project (including those referenced in Section 4.1 (*Conflicts of Interest*)),

 except for:
 - (D) contacts made prior to RFQ Response Deadline that relate solely to bona fide inquiries regarding the formation of potential Respondent teams; and
 - (E) communications expressly permitted by the terms of this RFQ or the RFP or as approved in writing in advance by the State, in its sole discretion.
- (v) Except as otherwise expressly permitted by the terms of this RFQ or as approved in writing in advance by the State, Respondents and their representatives, employees, advisors, contractors or consultants must not communicate with the Key Stakeholders regarding the Project or this RFQ, including representatives, employees, members, advisors, contractors or consultants of the Key Stakeholders (provided that, with respect to consultants and advisors, these restrictions only apply

to the extent any such consultant or advisor provides or has provided services related to the Project, this RFQ or the RFP):

- (vi) The State will provide necessary intermediary coordination during the Procurement Process between Respondents and the Key Stakeholders.
- (vii) Respondents must not engage in lobbying activities with respect to this RFQ and the Project or attempt to unduly influence the selection process.

4.5 Public Disclosure

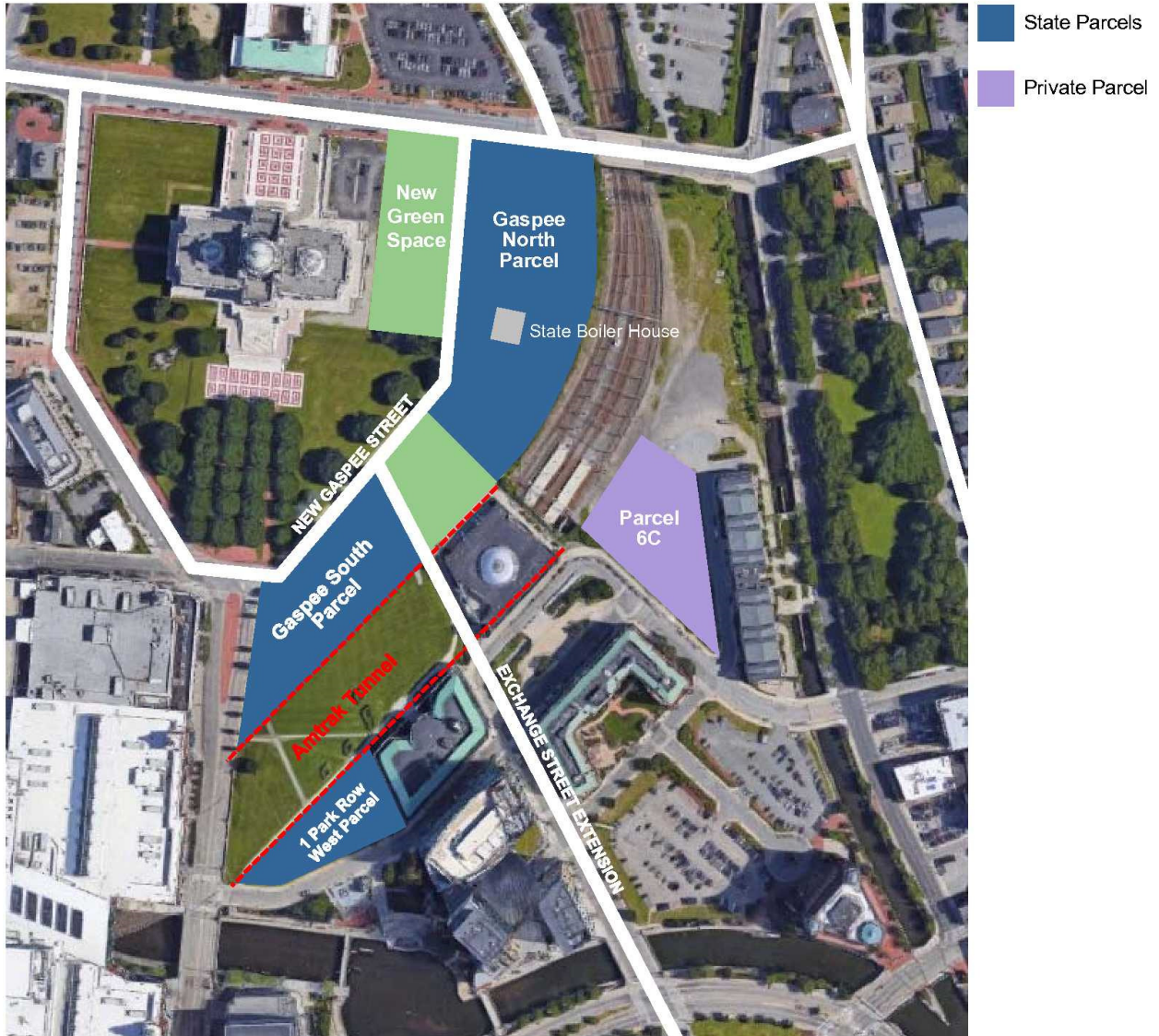
- (a) SOQs and other materials submitted in response to this RFQ or as part of the Procurement Process may be public records pursuant to the Rhode Island "Access to Public Records Act," R. I. Gen. Laws §§ 38-2-1 et seq. and, therefore, available for public inspection after the execution of the Comprehensive Agreement.
- (b) Respondents should clearly mark as confidential in Form D (*Confidential Information Index*) (the "**Confidential Information Index**") any information submitted to the State in connection with the Procurement Process that the Respondent believes constitutes a trade secret or commercial or financial information of a privileged or proprietary nature pursuant to § 38-2-2(4)(B), and the Respondent should include a brief explanation why each particular piece of information should be withheld from public disclosure. If the State determines that any information marked confidential is not within the parameters of the trade secret or proprietary information exception under the Access to Public Records Act, the State may release such information after the execution of the Comprehensive Agreement in response to a request under the Access to Public Records Act.

4.6 Disqualification for Non-Compliance

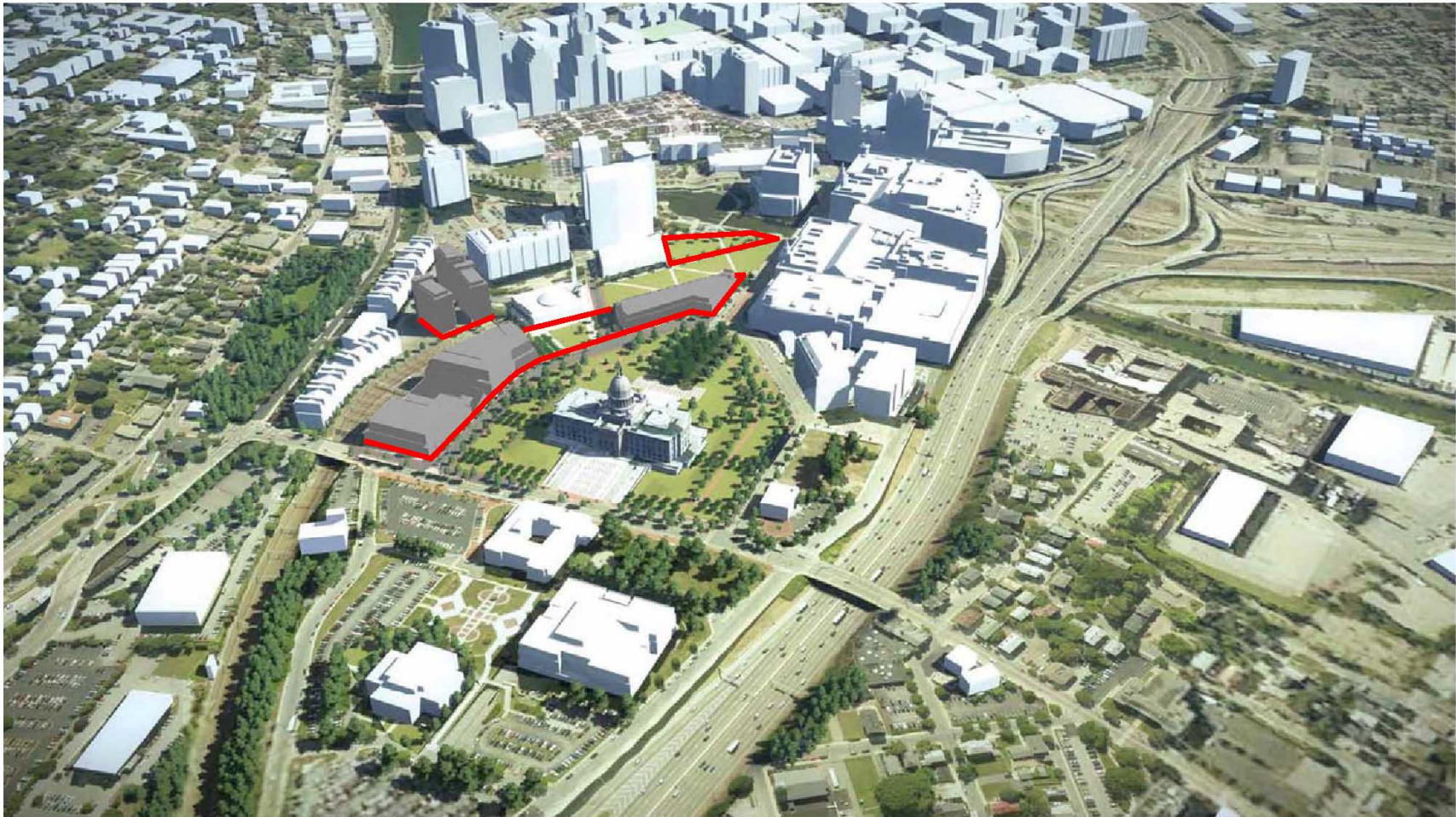
- (a) Any violation by a Respondent or any of its Major Participants or other team members of, or failure to comply with, this Section 4.6 may, in the State's sole discretion, result in the relevant Respondent, Major Participant or other applicable team member, being disqualified from further participation in the Procurement Process or the Project.
- (b) The State may, at any time during the evaluation process for an SOQ, in its discretion:
 - (i) submit written questions or requests for clarifications to the Respondent regarding its SOQ or related matters;
 - (ii) contact references included in the SOQ; or
 - (iii) visit facilities and clients associated with a Major Participant that are mentioned in the SOQ.

Appendix 4 - Project Site
[Attached]

Appendix 4 – Project Site



Appendix 4 – Conceptual Plan



 Project Site

Appendix 5 – Providence Market Commercial Real Estate General Overview*

1. Introduction

The proposed development parcels for the PITC and private development are located in the Capital Center. The Capital Center and its surrounding neighborhood is characterized by close proximity to Providence Station, luxury condos, market rate apartment buildings, student housing, Providence Place Mall, the corporate offices of Blue Cross & Blue Shield of Rhode Island and Citizens Bank, government offices and public space including Waterplace Park. The following sections provide an overview of the market conditions for relevant real estate uses in and around the Capital Center.

2. Office

2.1. Office Market Overview

There are approximately 6 million square feet of office space in the Downtown Providence market. The most recent substantial increase in supply occurred in 2009 with the addition of Blue Cross & Blue Shield of Rhode Island's 300,000 square foot headquarters in the Capital Center. As a result of limited recent development, the existing supply is aging, with an average building age of approximately 80 years. Additionally, the availability of blocks of contiguous office space greater than 25,000 square feet is limited in the Downtown Providence market, which limits expansion of existing market tenants and serves as an impediment to attracting larger tenants to the market. Despite this, the State has been successful in recent efforts to attract and retain innovative companies with public incentives supporting new development and renovation of existing buildings (currently in the pipeline). Such tenants include Virgin Pulse, GE Digital, Johnson & Johnson and Trade Area Systems.

Vacancy across all classes dropped by approximately 3.5% in Downtown Providence in 2016. A large portion of this decline was due to a reduction in supply through the conversion of Class B and Class C office space to multifamily residential units.

Current Class A vacancy is approximately 23%, with a majority of that vacancy attributable to 350,000 square feet of long term vacancy at 111 Westminster St. Excluding this, Class A vacancy would be 8.9%. Though designated as Class A space, 111 Westminster St. still has the inefficiencies of an older building and is in need of substantial renovation.

In 2016, Class A rents in Downtown Providence averaged \$29.26psf, higher than surrounding suburbs but substantially lower than rents in Boston. The Capital Center, where the PITC will be located, has the highest rents in the Downtown Providence market, averaging \$33psf, which is a result of newer building stock and proximity to Providence Station.

Class	Downtown Providence Office Average Rents (psf)	Suburban RI Office Average Rents (psf)	Boston Office Average Rents (psf)
A:	\$29.26	\$21.88	\$49.32
B:	\$20.18	\$16.63	\$35.88
C:	\$16.01	\$14.28	\$28.16

Source: CoStar (Year-End 2016)

2.2. Office Market Opportunity

While Class A rents are increasing, the majority of existing office space is aging, and there is limited availability of large blocks of contiguous space, all indicative of a market opportunity for new, high-quality office space. Additionally, with comparatively lower rents than Boston, Providence offers an opportunity to

*Respondents and any third-parties are not permitted to rely on any information or data provided in this market summary or the RFQ for purposes of preparing any responses or proposals to RIDOT or the State or for any other reason. This market summary is not a substitute for respondents performing their own independent market analysis.

attract tenants seeking close proximity to Boston, such as back-office operations to support existing Boston tenants. The potential development is particularly well-suited to attract this kind of tenant due to adjacency to Providence Station and the PITC.

3. Retail

3.1. Retail Market Overview

The retail market in Downtown Providence is dominated by Providence Place Mall, which is a short walk from the existing Providence Station and the proposed development parcels. The retail offerings at Providence Station are limited to two options: Café La France (coffee and sandwich shop) and a gift shop. The retail pipeline does not include any large scale retail developments but instead consists of smaller spaces integrated into mixed-use developments (containing either office or multifamily components).

In 2014, vacancy rates exceeded 12%. Since then, rates have declined, with 2016 vacancy rates at around 10%. Retail rents in Providence range from \$12 to \$40psf NNN, with the high end representing prominent in-line space at Providence Place Mall.

3.2. Retail Market Opportunity

With limited retail offerings at Providence Station, there is an opportunity to provide additional retail options specifically geared toward the needs of commuters, residents and local employees. Connectivity with the surrounding residential community (both in Downtown Providence but also nearby suburbs and universities via the proposed PITC), as well as commuters, presents an opportunity for a mixture of neighborhood and destination options, without competing directly with the chain-affiliated offerings at the Providence Place Mall. Such options could include the following: full service restaurant(s), quick service food option(s), artisan food court with ties to local university, e.g., Johnson & Wales, specialty coffee shop, gourmet delicatessen, bakery, convenience store, neighborhood market and/or pharmacy.

4. Multifamily

4.1. Multifamily Market Overview

Downtown Providence has approximately 16,000 residential rental units across all classes, with only about 4.7%, or 774 units, classified as Class A. Supply has remained relatively consistent since 2007, with recent increases in the Class B sector due to the conversion of aging office space to multifamily and the addition of a 200 unit Class A property converted from an old mill building. Vacancy in the market remains low at less than 4% across all classes, while comparatively the national multifamily vacancy rate is at 5.7%.

Class	Number of Buildings	Total Inventory (units)	Average Age of Buildings (yrs)
A:	3	744	41
B:	93	3,436	67
C:	939	11,997	96
	1,033	16,207	

Source: CoStar (Year-End 2016)

Average effective rents in Downtown Providence range from \$1.47 to \$1.88 per square foot, depending on class. Rents across all classes have generally been increasing over the past three years even with the new supply of converted office buildings, however, Class A rates declined slightly in 2015 to approximately \$1.80 per square foot, mostly due to the addition of nearly 200 units. Rates recovered in early 2016 to levels above \$1.90 per square foot, before closing the year out at an average of \$1.88 per square foot.

Class	Effective Rate PSF
A:	\$1.88
B:	\$1.63
C:	\$1.47
Total/Average:	\$1.52

Source: CoStar (Year-End 2016)

4.2. Multifamily Market Opportunity

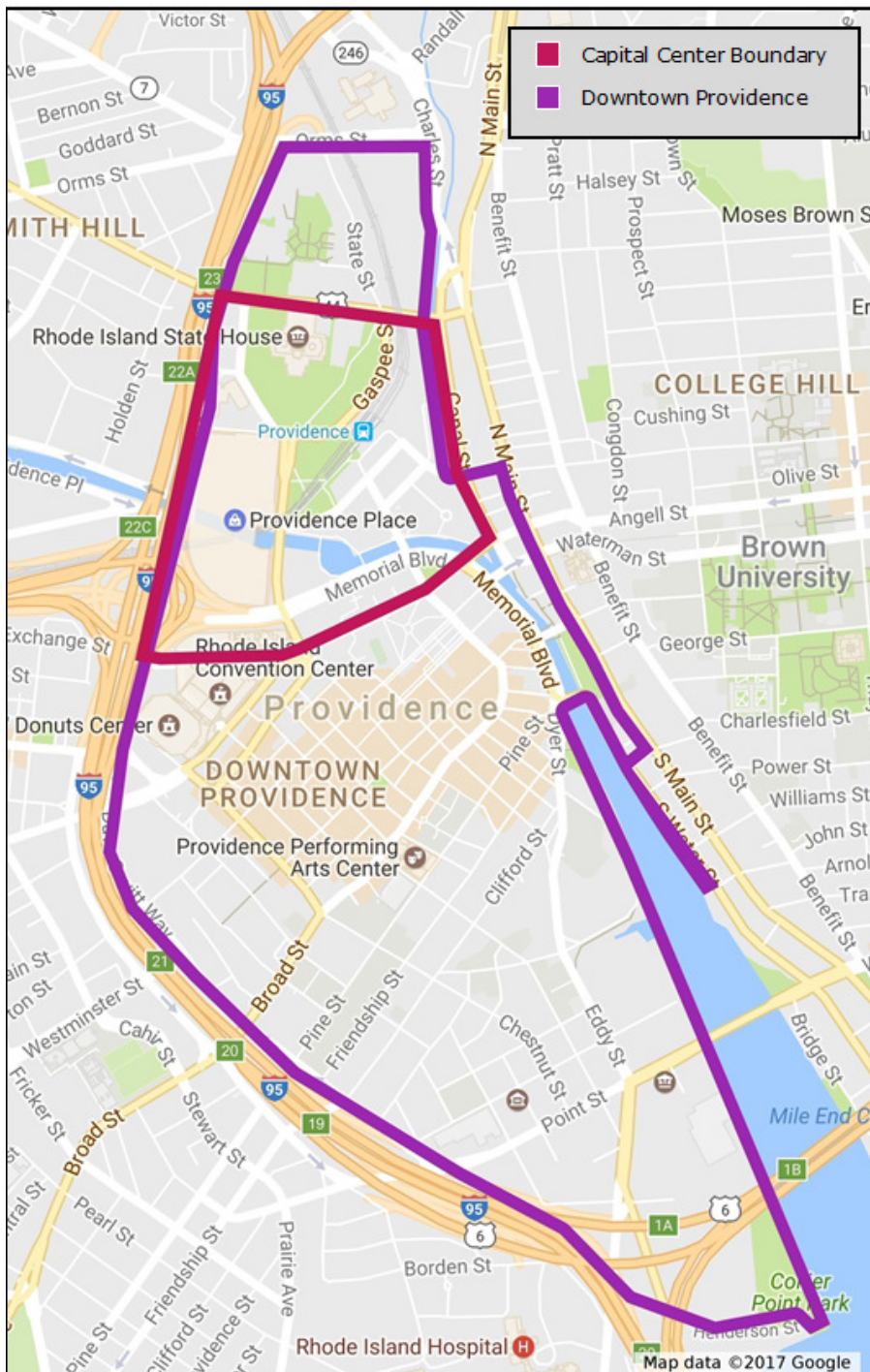
With only 4.7% of existing units categorized as Class A and vacancy rates at less than 4% across all classes, an opportunity could exist for high quality rental apartment units with supporting retail, potentially part of a mixed-use development also including office space. Proximity to the PITC will provide convenient transit access to residents, who will also enjoy the surrounding amenities of Downtown Providence. Additionally, proximity to major universities and the presence of nearby dedicated student housing (rental apartments), indicate potential for the development to capture demand from the surrounding universities.

Sources:

1. *CoStar*
2. *CBRE New England Market Outlook 2017*

Part 2 – Broader Market Maps

Map 1 – Market Overview



Map 2 – Conceptual Plan with other State Parcels

[Attached]

Appendix 5 – Conceptual Plan with other State Parcels



 Project Site

independent market analysis.
Rhode Island Department of Transportation
Providence Intermodal Transportation Center
and associated Private Development

FORM A - SUBMITTAL LETTER

1.1 Instructions

Please generally see Appendix 2 (*Submittal Requirements*). In addition:

- (a) The Respondent Representative must sign the Submittal Letter on behalf of the Respondent.
- (b) An authorized representative of each Major Participant must sign the certification set out at the end of the Submittal Letter.
- (c) All signature blocks on this Form may be modified to properly reflect the authority of the person signing.

1.2 Submittal Letter

Respondent Name: [●]

[*Respondent business address*]

SOQ Submission Date:[●], 2017

Thomas Bovis
Interdepartmental Project Manager
Rhode Island Department of Administration
Division of Purchases
One Capitol Hill, Second Floor
Providence, RI 02908-5855

Re: Statement of Qualifications for the Public-Private Partnership for the Providence Intermodal Transportation Center, and associated Private Development (the "**Project**")

(a) Introduction

[*Respondent name*] (the "**Respondent**") submits this statement of qualifications (this "**SOQ**") in response to the Request for Qualifications dated [●], 2017 (as amended by [Addenda]/[Addendum] No.[●]¹, the "**RFQ**") issued by the Rhode Island Department of Transportation ("**RIDOT**"), in relation to the Project.

Capitalized terms not otherwise defined in this letter have the meanings given to them in the RFQ.

(b) Enclosures

Enclosed are the following:

- (i) Volume 1 – General Submittals:
 - (A) Part 1 – Introduction and Administration;

¹ Please list all applicable addenda.

- (B) Part 2 – Organization and Management;
 - (C) Part 3 – Technical Qualifications;
 - (D) Part 4 – Financial Capabilities and Experience; and
- (ii) Volume 2 – Financial Information,

as required to be submitted in accordance with the RFQ.

(c) **Representations and Warranties; Acknowledgments and Agreements**

- (i) The Respondent represents and warrants to RIDOT that it:
 - (A) has read the RFQ [(including all addenda)]²; and
 - (B) agrees to abide by the contents and terms of the RFQ and the statements and commitments in this SOQ.
- (ii) The Respondent acknowledges receipt of, or access to, and understanding and consideration of:
 - (A) all information and materials posted on the Division of Purchases website at www.purchasing.ri.gov³;
 - (B) all written information and materials provided directly to it through the Procurement Representative; and
 - (C) the following [addenda and]sets of RFQ Comments and answers: [Respondent to list any addenda to the RFQ and sets of RFQ Comments and answers by dates and numbers prior to executing this Form A.].
- (iii) The Respondent acknowledges and understands that, under the terms of the RFQ, RIDOT has reserved to itself a number of rights related to the selection of Proposers and the procurement of the Project, including as set out in Section 2 (*Reserved Rights*) of Appendix 3 (*Terms and Conditions*).
- (iv) The Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Procurement Process will be borne solely by the Respondent, other than as may be expressly provided for in the RFP.
- (v) The Respondent agrees that RIDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in this SOQ.
- (vi) The Respondent acknowledges and agrees to the protest provisions (as set out in Section 3 (*Protest Procedures*) of Appendix 3 (*Terms and Conditions*)) and all other provisions in the RFQ and Appendix 3 (*Terms and Conditions*) and understands that such provisions limit the Respondent's rights and remedies to protest or challenge any aspect of the RFQ process or any determination or short-listing thereunder.

² Delete if not applicable.

³ The Department anticipates posting all addenda, certain questions and answers, and other relevant information and materials, on the Division of Purchases website at www.purchasing.ri.gov. If this is not the case, an addendum to this RFQ will modify this provision.

(d) **Respondent Representative**

For the purpose of any future communications, the "**Respondent Representative**" for the Respondent is:

Name:
Title: ⁴
Employer:
Address:
Phone (office):
Phone (mobile):
Email:
Fax (if any):

(e) **Governing law**

This letter will be governed by and construed in all respects according to the law of the State of Rhode Island.

Under penalty of perjury, I hereby swear and affirm that I am authorized to act on behalf of the Respondent in signing and delivering this letter, and acknowledge that RIDOT is relying on my representation to this effect.

Respondent: [Respondent name]

By: _____

Printed Name: [Respondent Representative name]

Title: Respondent Representative

(f) **Major Participants**

Under penalty of perjury, each of the undersigned, certifies on behalf of the entity for which he or she signs that:

- (i) the Respondent Representative named above is authorized by the relevant entity to sign this Submittal Letter on behalf of the Respondent; and
- (ii) the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the SOQ (including, for the avoidance of doubt, in Form B (*Certifications*) and Form C (*Legal Disclosures*)) in respect of such entity have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- (iii) he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that RIDOT is relying on his or her representation to this effect:⁵

[Role of team member]:⁶

⁴ List individual's current job title, other than "Respondent Representative".

⁵ Signature block below to be repeated for each Major Participant.

⁶ For any Major Participant that is a joint venture, include signature by each joint venture member or partner.

[insert entity name]

By: _____

Printed Name: *[insert name]*

Title: *[insert title]*

[End of Form A]

FORM B - CERTIFICATIONS

1.2 Instructions

(a) **Please generally see Appendix 2 (*Submittal Requirements*). In addition:**

- (i) In Section 1.2 (*Certifications*) of this Form B, the relevant experience of an entity is deemed to include the relevant experience of any entity to which it is a successor or assign (but only to the extent the experience is legally deemed to be that of the firm as a result of the relevant succession or assignment).
- (ii) An authorized representative of each Major Participant is required to sign the certification set out at the end of the Form of certifications in Section 2.2 (*Certifications*) of this Form B.
- (iii) If a response to any question is limited by a confidentiality agreement, protective order or similar document, indicate this in the response.
- (iv) The signature block on this Form B may be modified as needed to properly reflect the authority of the person signing.

(b) **For the purposes of this Form B, "Affiliate" means an Affiliate that:**

- (i) within the past five years, has been engaged in business or investment in North America; or
- (ii) has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed in Form F1 (*Technical Experience - Design and Engineering*), Form F2 (*Technical Experience - Construction*), Form G1 (*Financing Experience - Completed Projects*) or Form G2 (*Financing Capacity*).

1.2 Certifications

Respondent Name: [*Respondent to provide*]

Name of Team Member: [*Respondent to provide*]

- Role on Respondent:**
- Sponsor
 - Lead Contractor
 - Lead Contractor Member
 - RE Contractor
 - O&M Contractor
 - Lead Designer
 - Lead Designer Member
 - Subcontractor

Guarantor for [Respondent to provide relevant entity]

Table B1. Certifications

No.	Certification Questions	Yes	No
1.	<p>Has any Major Participant or any Affiliate or any current officer thereof, been indicted or convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or material misrepresentations, or receiving stolen property, collusion, conspiracy or other contract-related crimes or violations or any other felony or serious misdemeanor within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant prosecuting agency, the applicable law(s) and the status of any appeal(s).</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
2.	<p>Has any Major Participant or any Affiliate ever sought protection under any provision of any bankruptcy act, law or regulation in any jurisdiction or ever voluntary or involuntary sought reorganization, or the composition or re-adjustment of debt within the past ten years?</p> <p><i>If yes, please explain, including identification of the relevant jurisdiction(s) and applicable laws, and the status or outcome of any resulting bankruptcy process.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
3.	<p>Has any Major Participant or any Affiliate ever been disqualified, removed, debarred, suspended or voluntarily excluded from performing work for the US Federal government, any US state or local government, or any foreign governmental entity within the past ten years?</p> <p><i>If yes, please explain, including the name of the relevant public agency, the date, grounds and results of any such action.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
4.	<p>Has any Major Participant or any Affiliate ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity (Federal, state or local) within the past ten years?</p> <p><i>If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>
5.	<p>Has any construction or project or operations and maintenance contract performed or managed by any Major Participant or, to the knowledge of the undersigned, any Affiliate involved repeated or multiple failures to comply with safety rules, regulations or requirements within the past ten years?</p> <p><i>If yes, please explain, and provide owner contact information, including current telephone number and email addresses.</i></p>	<input type="checkbox"/>	<input type="checkbox"/>

6. Has any Major Participant or any Affiliate been found, adjudicated or determined by any Federal or state court or agency (including OSHA) to have violated any laws or regulations relating to worker safety within the past ten years?

If yes, please explain.

7. Has any Major Participant or any Affiliate been found, adjudicated or determined by any Federal or state court or agency (including the Equal Employment Opportunity Commission and the Office of Federal Contract Compliance Programs) to have violated any law or executive order relating to employment discrimination or affirmative action within the past ten years (including Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 et seq.); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar state law)?

If yes, please explain.

8. Has any Major Participant or any Affiliate been found, adjudicated or determined by any Federal or state court or agency to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years governing prevailing wages (including to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

If yes, please explain.

9. Has any Major Participant or any Affiliate been found, adjudicated or determined by any Federal or state court or agency (including the Environmental Protection Agency) to have violated any laws or regulations relating to protecting the environment?

If yes, please explain.

10. With respect to each of Questions 1-9 above, if not previously answered or included in a prior response on this form, is any notice, warning, investigation, proceeding, claim, matter, suit, indictment, etc. currently pending against any Major Participant that could (assuming subsequent necessary actions are taken) result in the entity being found liable, guilty or in violation of any of laws or regulations referenced in Questions 1-9 above and/or being subject to debarment, suspension, removal or disqualification by the Federal government, any state or local government, or any foreign governmental entity?

If yes, please explain and submit the information requested as to such similar items set out in Questions 1-9 above.

Under penalty of perjury, the undersigned certifies on behalf of the entity for which he or she signs that each of the foregoing representations, certifications, statements and disclosures is correct, complete and not materially misleading:

[Role of team member]: [insert entity name]

By: _____

Printed Name: *[insert name]*

Title: *[insert title]*

[End of Form B]

FORM C - DISCLOSURES

Instructions

- (a) Please generally see Appendix 2 (*Submittal Requirements*). In addition:
- (i) For purposes of this Form C, the relevant experience of an entity is deemed to include experience on any Reference Project in which its level of involvement was at least equivalent to the relevant threshold set out Form F (*Technical Experience*) or Form G-1 (*Financing Experience – Completed Projects*) or Form G2 (*Financing Capacity*).
 - (ii) For the relevant project owner's ("**Owner**") or contract counterparty's ("**Counterparty**") contact information, please submit a current name, title, phone number and email address of an individual employed by the Owner or Counterparty involved in the relevant dispute, breach of contract or termination.
 - (iii) If the relevant circumstances described in either question do not apply to any of the Respondent's Major Participants, or any Affiliate of any of them, replace the relevant table with "None applicable".
- (b) For the purposes of this Form C, "**Affiliate**" means an Affiliate that:
- (i) within the past five years, has been engaged in business or investment in North America; or
 - (ii) has been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed in Form F1 (*Technical Experience - Design and Engineering*), Form F2 (*Technical Experience - Construction*), Form G1 (*Financing Experience – Completed Projects*) or Form G2 (*Financing Capacity*).

Completing the Tables

On the attached Tables C1-C3, list and briefly describe all instances (including any resolution) during the last 36 months involving Reference Projects, or any other U.S. public infrastructure project valued at over \$50 million or more of any of the issues described in Tables C1-C3.

Mitigation

Where the Respondent or a Major Participant has had specific challenges identified through any of the issues in Tables C1-C3, the Respondent should provide an attachment to the form explaining how it or its Major Participant resolved those issues and its proposed plan for mitigating any similar issues on this Project.

Form C – Table C1

EVENT OF DEFAULT OR TERMINATION FOR CAUSE⁷

NAME OF RESPONDENT			
NAME OF FIRM			
Project name	Description of reason for event of default or termination	Description of Resolution (if any)	Current owner details: Contact Name/Phone/Email

⁷ Must disclose any Major Participant's applicable event of default or involuntary termination of a contract.

NAME OF RESPONDENT				
NAME OF FIRM				
Project name	Cause of Litigation / Dispute	Amount in dispute (US \$)	Summary of current status or resolution (if any)	Current owner details: Contact Name/Phone/Email

⁸ Must disclose any claims brought into formal litigation or arbitration against the firm.

		Form C – Table C3		DISCIPLINARY ACTION ⁹ , SUSPENSION FOR CAUSE OR FAILURES TO PAY SUBCONTRACTORS ¹⁰		
NAME OF RESPONDENT						
NAME OF FIRM						
Project name	Description of action taken		Description of any Remedy Taken	Current owner details: Contact Name/Phone/Email		

⁹ Must disclose all disciplinary action, including suspensions and any circumstance where a project owner had to exercise its step-in rights against any Major Participant.

¹⁰ Must disclose any failures to pay subcontractors, including any liens against prior projects caused directly or indirectly by any Major Participant.

FORM D - CONFIDENTIAL INFORMATION INDEX

Instructions

- (a) Please generally see Section 4.5 (*Public Disclosure*) of Appendix 3 (*Terms and Conditions*). In addition, include a brief explanation of the relevant exemption under the Public Disclosure Laws for each item.
- (b) Note that the State will not accept blanket designations that do not clearly identify information and materials that are "CONFIDENTIAL". The State may, in its sole discretion, and subject to compliance with the Public Disclosure Laws and other applicable law, treat the whole of the relevant section(s)/document(s) that are subject to such a blanket designation as subject to disclosure pursuant to the Public Disclosure Laws.

Confidential Information

Respondent's Name: [*Respondent to provide*]

Table D1. Confidential Information Index

No.	SOQ Heading(s)	SOQ Volume and Section(s)	SOQ Page(s)	Relevant Exemption(s)	Public Disclosure	Law

[End of Form D]

FORM E - MAJOR PARTICIPANT INFORMATION

Instructions

Please generally see Appendix 2 (*Submittal Requirements*). In addition, if information requested in relation to an entity is not relevant to such entity, state "Not Applicable".

Major Participant Information

Respondent Name: [*Respondent to provide*]

Table E1. Team Member and Role

1. Name of Team Member:	[<i>Respondent to provide</i>]
--------------------------------	----------------------------------

2. Role:	<input type="checkbox"/> Developer
	<input type="checkbox"/> Sponsor
	<input type="checkbox"/> Lead Contractor
	<input type="checkbox"/> Lead Contractor Member
	<input type="checkbox"/> O&M Contractor
	<input type="checkbox"/> Lead Designer
	<input type="checkbox"/> Lead Designer Member
	<input type="checkbox"/> Guarantor for [<i>Respondent to provide</i>]

Table E2. Legal Information

3. Type of Legal Entity:	<input type="checkbox"/> Corporation
	<input type="checkbox"/> Limited liability company
	<input type="checkbox"/> Joint venture
	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Other: [<i>Respondent to provide</i>]

If the designated entity is an incorporated or unincorporated joint venture, indicate the name of each member of such joint venture in the space below and complete a separate Form E (*Major Participant Information*) for each such entity and include it with this SOQ.

Names of member firms:

1. _____

2. _____

Table E2. Legal Information

4. **Year
Established:**

5. **Country (and
where
applicable
State/Province)
of
Organization
or formation:**

Table E3. Corporate Information

1. **Business
Address:**

2. **Headquarters:**

3. **Office
Performing
Work:**

4. **Contact
Telephone
Number:**

5. **Contact
Person:**

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the authorized representative of the entity to which this Form relates:

By: _____ Print Name: _____

Title: _____ Date: _____

[End of Form E]

FORM F – TECHNICAL EXPERIENCE

Form F1 Technical Experience – Design, Engineering and Construction

Form F2 Technical Experience – Operations and Maintenance

Form F1. Technical Experience – Design, Engineering & Construction

Table F1. Experience of the Major Participants in Design, Engineering and Construction on Reference Projects									
Major Participant	Client Organization and Contact Name, Email and Phone Number	Project Name and Location¹¹¹²	Project Description¹³	Initial and Final Project Cost¹⁴	Construction Start Date	Scheduled and Actual Completion Dates	Project Type (D-B-B, DB, DBF, DBOM, DBFOM)	Level of Major Participant's Participation¹⁵	Role of Major Participant on the Project¹⁶

¹¹ Provide information for 2 to 10 projects (total) on which any of the any Major Participant (where relevant) has worked at any time. The page limit for this Form F1 is two pages. Provide additional information on 5 selected projects in the Technical Narrative Attachment to this Form F1. See the requirements for Part 3 of Volume 1 in Appendix C (*Submittal Requirements*).

¹² Only include projects on which the applicable Major Participant was at least 30% responsible for the design, engineering or construction work.

¹³ The description should give an overview of the project, a summary of relevant technical elements of the project and an explanation of any significant problems or challenges that impacted the final cost or schedule.

¹⁴ Provide the total construction cost budgeted and the total completed construction cost or the current estimate at completion (EAC). Respondents should specify amounts in units of 1000 US Dollars or where appropriate Respondents may make references to a different base currency, provided that any such amounts are also specified in US Dollars (e.g., £1,000,000 (\$1,300,000)) at the rate of conversion appropriate for the project being referenced.

¹⁵ Quantify the Major Participant's participation in monetary terms and as percentage of the design, engineering or construction work.

¹⁶ Provide a brief summary of the role that the Major Participant played in the listed project (scope of work).

Form F2. Technical Experience – Operations and Maintenance

Table F2. Experience of the Major Participants in Operations and Maintenance on Reference Projects

Major Participant	Client Organization and Contact Name, Email and Phone Number	Project Name and Location^{17,18}	Project Description¹⁹	Initial and Final Project Cost²⁰	Operations / Maintenance Start Date	Completion Dates	Project Type (D-B-B, DB, DBF, DBOM, DBFOM)	Level of Major Participant's Participation²¹	Role of Major Participant on the Project²²

¹⁷ Provide information for 2 to 10 projects (total) on which any Major Participant, excluding the Lead Designer and Lead Contractor, (where relevant) has worked at any time (to the extent there is overlap with Form F1 – the Respondent should cross refer to Form F1. The page limit for this Form F2 is two pages. Provide additional information on five selected projects in the Technical Narrative Attachment to this Form F2. See the requirements for Part 3 of Volume 1 in Appendix C (Submittal Requirements).

¹⁸ Only include projects on which the Major Participant (excluding the Lead Designer and Lead Contractor) was at least 30% responsible for the operations or maintenance work.

¹⁹ The description should give an overview of the project, a summary of relevant technical elements of the project and an explanation of any significant problems or challenges that impacted the overall operations or maintenance or resulted in substantial performance based deductions.

²⁰ Provide the total operations and maintenance cost for the Project. Respondents should specify amounts in units of 1000 US Dollars or where appropriate Respondents may make references to a different base currency, provided that any such amounts are also specified in US Dollars (e.g., £1,000,000 (\$1,300,000)) at the rate of conversion appropriate for the project being referenced.

²¹ Quantify the Major Participant's participation in monetary terms and as a percentage of the operations and maintenance work.

²² Provide a brief summary of the role that the Major Participant played in the listed project (scope of work).

FORM G – FINANCIAL INFORMATION

Form G-1. Sponsor Experience – Completed Projects

Form G-2. Financing Capacity – Ongoing Project

Form G-1. – Sponsor Experience – Completed Projects

Table G-1. Sponsor's experience with comparable commercial real estate development projects									
Sponsor Name	Project Name and Location	Ground Lease (Y/N)	Project Size²³²⁴	Lenders	Debt Amount²⁵	Date of Financial Close	Date of Completion	% of Project Preleased at Financial Close	Level of Sponsor's Participation²⁶

Respondents may list the experience of any Sponsor who will directly or indirectly be an equity owner of the ultimate Developer for the PITC and the Private Development. A Sponsor may include the project financing experience of an Affiliate only if it provides, as an attachment to this Form, a certification from the chief executive (or similar) officer of the Affiliate that confirms: (a) the ownership or management structure, as applicable, that creates the relationship between the Sponsor and the Affiliate and (b) the Affiliate's willingness and ability to provide human resources and other professional support to the Sponsor, as needed, for the Sponsor to successfully submit a responsive Proposal and satisfy its obligations in respect of the Project.

Respondents may list only projects that meet the following minimum criteria: (i) has achieved financial close; and (ii) required private financing. Further, RIDOT strongly encourages Sponsors to list projects that, individually or collectively, have as many of the following characteristics as possible:

- the project includes a public transportation infrastructure component;
- the project includes partnership with state / local government;

²³ "Project Size" means the total amount of the project financed with private financing (i.e., without public contributions or incentives), including all bonds, bank loans, subordinated shareholder loans, and any other debt instrument or facility. Include all debt and equity provided by the Sponsor.

²⁴ In U.S. Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of [June 30, 2017], including the benchmark on which the exchange rate is based.

²⁵ Indicate in parenthesis the type of debt.

²⁶ Show Sponsor's amount of equity investment as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the percentage of ownership interest in the project or developer, as applicable, represented by the equity investment amount.

- the project objectives included state / local economic stimulus goals;
- the Project Size (as defined below) is similar to the anticipated Project Size for the Private Development;
- the Sponsor held at least a 20% ownership interest in the developer of the project;
- the project achieved financial close in the last 5 years;
- the project has reached completion of construction;
- the project is located in urban areas in North America comparable to Providence (with the USA most preferred); and
- the project was developed under a pre-development agreement structure.

Respondents may list up to a maximum of six projects that have achieved financial close within 10 years of the SOQ Due Date.

Of the six projects listed on this Table G-1, Respondents must provide more detailed narrative descriptions of at least three and up to four projects that they feel are most similar to the Project and reflective of their project financing experience. Respondents are encouraged to include more detailed information about the projects' debt facilities/structures than the information contained in this Form G (e.g., how much short-term and long-term debt and rationale for structure, state or local incentives that were incorporated in the project structure) and other details relating to the characteristics described above and why such project is relevant to the Evaluation Criteria. For each of these projects provide a reference at the procuring agency who was involved in the project's procurement and negotiation of commercial and financial terms. These additional narrative descriptions and list of related references must be provided as a single attachment to this Form G, Table G-1, and the attachment may not exceed four pages total.

Form G-2 – Financing Capacity (Ongoing Projects)

Sponsor Name	Project Name and Location	Project Size ²⁷²⁸	Debt Amount ²⁹	Estimated Project Delivery Date	Level of Sponsor's Participation ³⁰

²⁷ "Project Size" means the total amount of the project financed with private financing (i.e., without public contributions or incentives), including all bonds, bank loans, subordinated shareholder loans, and any other debt instrument or facility. Include all debt and equity provided by the Sponsor.

²⁸ In U.S. Dollars. Identify exchange rates of amounts in other currencies using the exchange rate as of [June 30, 2017], including the benchmark on which the exchange rate is based.

²⁹ Indicate in parenthesis the type of debt.

³⁰ Show Sponsor's amount of equity investment as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the percentage of ownership interest in the project or developer, as applicable, represented by the equity investment amount.

FORM H – AGREEMENT ON TERMS OF DISCUSSION

Name of Respondent: _____ (the "**Respondent**")

Name of [Major Participant]: _____ (the "[●]")

This Agreement on Terms of Discussion (this "**Agreement**") is dated as of [●], 2017, and is being executed by the undersigned on behalf of the [Respondent][Major Participant]. Reference is made to the Request for Qualifications for a Public-Private Partnership for the Providence Intermodal Transportation Center, and associated Private Development (the "**Project**") dated [●], 2017 ([as amended by [Addenda]/[Addendum] No. [●]]³¹, the "**RFQ**") issued by the Rhode Island Department of Transportation ("**RIDOT**"). All capitalized terms used but not defined in this Agreement have the meanings set forth in the RFQ.

RIDOT's receipt or discussion of any information submitted by or on behalf of the Respondent in connection with the RFQ or the Procurement Process, or contained in the Respondent's SOQ, will not impose any obligations whatsoever on RIDOT or entitle the Respondent or any of its Major Participants to any compensation in connection with the RFQ or the Procurement Process (except to the extent specifically provided in the RFP). Any information given to RIDOT in connection with the RFQ before, with or after the date of this Agreement, either orally or in writing, is not given in confidence. This information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind. Any statement that is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, will be void and of no effect. This Agreement is not intended, however, to grant to RIDOT rights to any matter that is the subject of valid existing or potential letters patent. This applies to any information, whether or not given at the invitation of RIDOT.

Despite the paragraph above, and without assuming any legal obligation, RIDOT will employ reasonable efforts, subject to the Public Disclosure Laws, not to disclose to any competitor of the Respondent, information submitted which are trade secrets or is maintained for the regulation or supervision of commercial enterprise that, if disclosed, would cause substantial injury to the competitive position of the Respondent and that the Respondent identifies as Exempt Materials that must be disclosed by the Respondent to RIDOT as part of or in connection with the inclusion of this information in the documents required by the RFQ, including the Respondent's SOQ.

³¹ List addenda, if applicable.

[RESPONDENT][MAJOR PARTICIPANT]:

[ENTITY NAME]

By:

Name:

Title:

FORM I – CERTIFICATE OF AUTHORIZATION

I, _____, a resident of _____ in the State of _____, certify that I am the Clerk/Secretary of _____, a [insert entity type] duly organized and existing under and by virtue of the laws of _____ (the "entity"); that I have custody of the records of the entity; and that as of the date of this certificate, _____ holds the title of _____ of the entity, and is authorized to execute and deliver in the name and on behalf of the entity the Statement of Qualifications ("SOQ") in response to the Request for Qualifications for a Public-Private Partnership for the Providence Intermodal Transportation Center, and associated Private Development dated [●], 2017 (as amended by [Addenda]/[Addendum] No. [●]) issued by the Rhode Island Department of Transportation, as amended; and all documents, letters, certificates and other instruments which have been executed by such officer on behalf of the entity in connection therewith.

I have signed this certificate and affixed the seal of the entity this _____ day of _____ 2017.

[Affix Seal Here]

Clerk/Secretary

* Note: Separate certifications shall be submitted if more than one officer has executed documents as part of the SOQ. Respondents must make appropriate conforming modifications to this Certificate in the event that the signatory's address is outside of the United States

FORM J - SAFETY PERFORMANCE QUESTIONNAIRE

Respondent Name: [Respondent to provide]

(1) Name of Team Member:

- (2) Role:**
- Developer
 - Lead Contractor
 - Lead Contractor Member
 - O&M Contractor

1. Provide the number of injuries and illnesses for the last three years:

<u>YEAR</u>	2016	2015	2014
a. Number of Fatalities	_____	_____	_____
b. Lost Work Day Incident Rate ¹	_____	_____	_____
c. OSHA Recordable Incident Rate ²	_____	_____	_____
d. Number of Hours Worked	_____	_____	_____
e. Total Number of Employees on your Payroll	_____	_____	_____

¹ Use the following formula for calculating the **Lost Work Day Incident Rate:** =
$$\frac{\text{Number of Lost Work Day Cases} \times 200,000}{\text{Number of Hours Worked}}$$

² Use the following formula for calculating the **OSHA Recordable Incident Rate:** =
$$\frac{\text{Number of OSHA Recordable Cases} \times 200,000}{\text{Number of Hours Worked}}$$

2. List your company's Worker's Compensation ("**WC**") Experience Modification Rate ("**EMR**") for the last three years:

Year	EMR
a. 2016	_____
b. 2015	_____
c. 2014	_____
d. Provide a letter from your WC insurance carrier certifying the above EMRs.	
e. If the rate is above 1.0, a written explanation must be provided.	

FORM J - SAFETY PERFORMANCE QUESTIONNAIRE

3. Has your company received an OSHA (or State OSHA) citation within the last five years
Yes ___ No ___

If yes, provide the following information:

a. The number and type of violations:

b. The penalties assessed by OSHA:

c. Were the citations contested/vacated?

4. Have there been any incidents or trends in relation to your Company's safety performance that are of particular significance or that diverge materially from the information provided in this Form J for prior years?

FORM K – RFQ COMMENTS FORM

Respondent Name: *[Respondent to provide]*

Date: *[Respondent to provide]*

No.	Issue	RFQ Section	RFQ Comments