



BOARD OF CONTRACT AND SUPPLY  
CITY OF PROVIDENCE, RHODE ISLAND

# REQUEST FOR PROPOSALS

**Item Description: Towing Services FY23 – One-Year Contract with Two One-Year Options**

**Date to be opened: June 6, 2022 @ 2:00 p.m. (EST).**

**Issuing Department: Public Property**

## QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to Purchasing Agent Patti Jordan.
  - Phone: (401) 680-5264
  - Email: [pjordan@providenceri.gov](mailto:pjordan@providenceri.gov)
    - Please use the subject line “**RFP Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Phone: (401) 680-5766
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”

## Pre-bid Conference

There will be non-mandatory pre-bid conference on May 18, 2022, at 10:00 am (EST), via Zoom:

Join Zoom Meeting

<https://providenceri-gov.zoom.us/j/82448004940>

Meeting ID: 824 4800 4940

Passcode: 124208

Submit your questions [using the link to this form](#). To see the status of your question, as well as other questions previously submitted by other interested parties, [use this link](#).

Deadline for question submission: Thursday, May 26<sup>th</sup>, 2022, by 4:30 p.m. (EST).



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**INSTRUCTIONS FOR SUBMISSION**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in the City Council Chambers, on the 3<sup>rd</sup> floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the RFP and bid are related and must include the company name and address on the envelope as well.** (On page 1).
- If required by the Department, please keep the original bid bond and check in only one of the envelopes.
- Communications to the Board of Contract and Supply that are not competitive sealed bids (i.e. product information/samples) should have “**NOT A BID**” written on the envelope or wrapper.
- Only use form versions and templates included in this RFP. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE:** This bid may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is NOT requested to be provided in your initial bid by design.*

**All bids submitted to the City Clerk become public record.** Failure to follow instructions could result in information considered private being posted to the city’s Open Meetings Portal and made available as a public record. The City has made a conscious effort to avoid the posting of sensitive information on the City’s Open Meetings Portal, by requesting that such sensitive information be submitted to the issuing department only at their request.



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**BID PACKAGE CHECKLIST**

Digital forms are available in the City of Providence Purchasing Department Office or online at <http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

The bid package **MUST** include the following, in this order:

- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 9-13) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

**\*Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all required signatures will be considered incomplete.**

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFP, including pricing information and details related to the good(s) or service(s) being provided. Please be mindful of formatting responses as requested to ensure clarity.
- Financial Assurance, *if requested (as indicated on page 5 of this document under "Bid Terms")*

**All of the above listed documents are REQUIRED.** (With the exception of financial assurances, which are only required if specified on page 5.)

**\*\*\*Failure to meet specified deadlines, follow specific submission instructions, or enclose all required documents with all applicable signatures will result in disqualification, or in an inability to appropriately evaluate bids.**



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**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered or work started without a Purchase Order.
16. **Submit 3 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, RIGL 28-29-1, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. The price or prices proposed should be stated both in **WRITING** and in **FIGURES**, and any proposal not so stated may be rejected. **Contracts exceeding twelve months must specify annual costs for each year.**
4. Bids **SHOULD BE TOTALED** so that the final cost is clearly stated (unless submitting a unit price bid), however **each item should be priced individually**. Do not group items. Awards may be made on the basis of *total* bid or by *individual items*.
5. All bids **MUST BE SIGNED IN INK.**

Name of Bidder (Firm or Individual): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Agrees to bid on (Write the "Item Description" here): \_\_\_\_\_

If the bidder's company is based in a state *other than Rhode Island*, list name and contact information for a local agent for service of process that *is located within Rhode Island* \_\_\_\_\_

Delivery Date (if applicable): \_\_\_\_\_

Name of Surety Company (if applicable): \_\_\_\_\_

Total Amount in Writing\*: \_\_\_\_\_

Total Amount in Figures\*: \_\_\_\_\_

***\* If you are submitting a unit price bid, please insert "Unit Price Bid"***

***Use additional pages if necessary for additional bidding details.***

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name



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**BID FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (RFP's) and Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this RFP/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name





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**WBE/MBE Form Instructions**

The City of Providence actively seeks Minority and Women business enterprises to participate in bids to meet the City's procurement needs. Pursuant to the City of Providence Code of Ordinances, Chapter 21, Article II, Sec. 21-52 (Minority and Women's Business Enterprise) and Rhode Island General Laws (as amended), Chapter 31-14, et seq. (Minority Business Enterprise), Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.  
The goal for Women's Business Enterprise (WBE) participation is **10%** of the total bid value.  
The goal for combined MBE/WBE participation is **20%** of the total bid value.

Only businesses certified with the State of Rhode Island as minority and/or women business enterprises are counted towards the City's goals. Eligible minority or women-owned businesses are encouraged to seek certification from the State of Rhode Island Minority Business Enterprise Compliance Office at: <http://odeo.ri.gov/offices/mbeco/>

**Note:** MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Bid Requirements:**

**All Bidders:** All bidders must complete and submit the **MBE/WBE Participation Affidavit** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is required with **every bid**. Your bid will not be accepted without an affidavit.

**Bidders who will be subcontracting:** Bidders who will be subcontracting must submit the **Subcontractor Disclosure Form** as part of their bid submission. All subcontractors, regardless of MBE/WBE status, must be listed on this form. Business NAICS codes can be found at <https://www.naics.com/search/>. Awarded bidders are required to submit **Subcontractor Utilization and Payment Reports** with each invoice.

**Waiver Requests:**

If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the **MBE/WBE Waiver Request Form** for review. Waivers will be considered on a case by case basis.

No waiver will be granted unless the waiver request includes documentation that demonstrates that the Bidder has made good faith efforts to achieve the City's stated participation goals. Waivers must be reviewed and signed by the City of Providence's MBE/WBE Outreach Director, Grace Diaz, or her designee. Department Directors cannot recommend a bidder for award if this form is applicable and absent. If the bid does not meet the participation goals of the City of Providence and a waiver is not filed with the signature of the MBE/WBE Outreach Director or her designee, the bid will not be accepted.

**Verifying MBE/WBE Certification**

It is the responsibility of the bidder to confirm that every MBE/WBE named in a proposal and included in a contract is certified by the Rhode Island Minority Business Enterprise Compliance office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

**Form Instructions:**

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. **Download** the forms as blank PDFs. Once saved on your computer, fill them out using



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the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

**Assistance with Form Requirements**

Examples of completed forms can be found on the City of Providence website at <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>.

**Contract Requirements:**

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and with request for final payment. This form is not submitted as a part of the initial bid package.

For contracts with duration of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**Questions?**

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at [mbe-wbe@providenceri.com](mailto:mbe-wbe@providenceri.com) or (401) 680-5766.



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**MBE/WBE PARTICIPATION AFFIDAVIT**

Item Discussion (as seen on RFP):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prime Bidder: \_\_\_\_\_

Prime Bidder (Company) Phone Number: \_\_\_\_\_

Which one of the following describes your business' status in terms of Minority and/or Woman-Owned Business Enterprise certification with the State of Rhode Island?     MBE     WBE     Neither MBE nor WBE

**By initialing the following sections and signing the bottom of this document in my capacity as the contractor or an authorized representative of contractor, I make this Affidavit:**

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 of the Providence Code of Ordinances and Chapter 31-14 *et seq.* of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

The goal for Minority Business Enterprise (MBE) participation is 10% of the total bid value.  
The goal for Women's Business Enterprise (WBE) participation is 10% of the total bid value.  
The goal for combined MBE/WBE participation is 20% of the total bid value.

**I acknowledge the City of Providence's goals of supporting MBE/WBE certified businesses.** Initial \_\_\_\_\_

If awarded the contract, I understand that my company must submit to the Minority and Women's Business Coordinator at the City of Providence (MBE/WBE Office), copies of all executed agreements with the subcontractor(s) being utilized to achieve the participation goals and other requirements of the RI General Laws. **I understand that these documents must be submitted prior to the issuance of a notice to proceed.** Initial \_\_\_\_\_

**I understand that, if awarded the contract, my firm must submit to the MBE/WBE Office canceled checks and reports required by the MBE/WBE Office on a quarterly basis verifying payments to the subcontractors(s) utilized on the contract.** Initial \_\_\_\_\_

If I am awarded this contract and find that I am unable to utilize the subcontractor(s) identified in my Statement of Intent, I understand that I must substitute another certified MBE and WBE firm(s) to meet the participation goals. **I understand that I may not make a substitution until I have obtained the written approval of the MBE/WBE Office.**

Initial \_\_\_\_\_

**If awarded this contract, I understand that authorized representatives of the City of Providence may examine the books, records and files of my firm from time to time, to the extent that such material is relevant to a determination of whether my firm is complying with the City's MBE/WBE participation requirements.**

Initial \_\_\_\_\_

**I do solemnly declare and affirm under the penalty of perjury that the contents of the foregoing Affidavit are true and correct to the best of my knowledge, information and belief.**

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date



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**SUBCONTRACTOR DISCLOSURE FORM**

**Fill out this form only if you WILL SUBCONTRACT with other parties. If you will not subcontract any portion of the proposed bid, do not fill out this form.**

Prime Bidder: \_\_\_\_\_ Primary NAICS \_\_\_\_\_

Code: \_\_\_\_\_

Item Description (as seen on RFP): \_\_\_\_\_

**Please list all Subcontractors below.** Include the total dollar value that you propose to share with each subcontractor and the dollar amount to be subcontracted. Please check off MBE and WBE where applicable. The directory of all state-certified MBE/WBE firms is located at [www.mbe.ri.gov](http://www.mbe.ri.gov). Business NAICS codes can be found at <https://www.naics.com/search/>

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$
					\$
					\$
					\$
					\$
					\$
<b>A. MBE SUBCONTRACTED AMOUNT:</b>					\$
<b>B. WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>C. NON MBE WBE SUBCONTRACTED AMOUNT:</b>					\$
<b>D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:</b>					\$
<b>E. TOTAL AMOUNT OF BID (SUM OF A, B, C, &amp; D):</b>					\$
<b>F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).</b>					%

Please read and initial the following statement acknowledging you understand. If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F) and the prime contractor is NOT a Rhode Island State-certified MBE or WBE, you must fill out the MBE/WBE WAIVER REQUEST FORM for consideration by City of Providence MBE/WBE Outreach Director. Initial \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Printed Name



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**MBE/WBE Waiver Request Form**

**Fill out this form only if you are subcontracting and did not meet the 20% MBE/WBE participation goal. State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future.

Prime Bidder: \_\_\_\_\_

Company Trade: \_\_\_\_\_

Item Discussion (as seen on RFP):

\_\_\_\_\_  
\_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

MBE/WBE Company Name	Individual's Name	Company Trade	Why did you choose not to work with this company?

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



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## **BID PACKAGE SPECIFICATIONS**

The City of Providence, Rhode Island, is requesting proposals from qualified firms to provide towing and related storage and disposal services as outlined below. The term of the contract will be a One-Year Contract with Two (2) additional One Year Renewal Options.

### **GENERAL INFORMATION**

- **Quoted Rates:** All prices quoted must remain firm for this time period.
- The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with 30 day written notice. The City also reserves the right to award more than one bidder if it is deemed to be in our best interest.
- Bids must include copies of all applicable Safety Data Sheets (SDS) for products to be used at sites serviced by the vendor. The selected vendor will be expected to follow all federal, state, and local regulations as well as all manufacturer requirements as outlined on the SDS for any product utilized at serviced sites.
- *All bidders must also be in compliance with all OSHA, DEC and EPA/DEM laws and regulations. We also require that the selected vendor have an OSHA 10 Card. (Do not provide this in your initial bid. The issuing department will seek this information directly after bids are collected and reviewed.)*
- Certified payrolls must be available and be furnished to the City on request.
- **Authorization of Work:** The City of Providence will issue a Purchase Order for every repair following the approval of an estimate. Work cannot proceed without a purchase order.
- **Warranty:** All warranties via manufacturers shall apply. **The bidder must, as part of the bid submitted and responsive to this RFP, stipulate what warranty/guarantee for all goods/service they are committing to with regards to City work. At a minimum, the awarded vendor must warrant all goods/service for a period of one (1) year.** The awarded bidder will be obligated to repair and/or replace all defects in material or workmanship, which are discovered or exist during the period of the warranty. All labor, parts, and transportation costs resulting from the utilization of a warranty shall be at the awarded bidder's expense.
- The City reserves the right to request a complaint's report from the Rhode Island Department of Business and Regulation.
- The City reserves the right to search for records of companies (Entity) or individuals that have been declared ineligible to receive federal contracts due to a violation of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 793); and/or the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 U.S.C. Section 4212).



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**SCOPE OF WORK**

All Contractors interested in providing towing services to the City of Providence must have the ability to provide the following:

**I. SCOPE OF SERVICE**

The Contractor shall furnish the following services, labor, equipment, facilities, and materials for towing or towing related services:

- A. Disabled City vehicles;
- B. Abandoned vehicles on the roadway; and
- C. Abandoned or unclaimed vehicles on public or private property sometimes known as port tows.

The Contractor must be able to perform and bid on all items listed on the Proposed Rates and Charges bid form, below.

**II. CALLS FOR SERVICE**

Services are to be rendered only upon the request of a Providence police officer or an authorized city designee. The Contractor upon notification shall immediately send a tow truck(s) to the designated location. At the direction of a police officer or city designee at the scene, the Contractor shall remove the abandoned or disabled vehicle or vehicles from the scene directly to either the Contractor's lot or another location as specified by the Officer or City designee.

Operators of tow vehicles shall obey all lawful orders of police officers and shall render assistance when it has been determined that illegally parked vehicles or other hazards or nuisances must be removed from public or private property.

For the removal of an abandoned vehicle on private property, City officials will endeavor to summon tow services during the Contractor's normal business hours in circumstances where the vehicle is not a hazard and the owner of the property is not present requesting a tow. For this type of tow, city officials also will attempt to avoid having the vehicle towed during adverse weather conditions (i.e. rainstorms, snowstorms, etc.)

The Contractor shall consider calls from the City as having priority over requests for towing services from other parties. The Contractor shall furnish the City with the names of all other agencies with which the towing Contractor has a towing contract or agreement during the term of the Contractor's service agreement with the City and shall notify the City when any other contracts or agreements are entered into by the Contractor during that term.



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**III. RESPONSE TIME FOR DISPOSABLE CITY VEHICLES**

1. For services occurring within the City limits, the necessary personnel and equipment shall arrive on site within thirty (30) minutes of City's request for service.
2. For services occurring outside of City limits, the necessary personnel and equipment shall arrive on site within sixty (60) minutes of City's request for service.
3. In the event the Contractor is unable to arrive on scene within the stated times, the Contractor must notify the City within 15 minutes of tow request from the City. With advance approval by the City, the response time may be reasonably altered due to adverse road, traffic and/or weather conditions.
4. In the event that the Contractor fails to respond within the required response time, the City reserves the right to request service from another provider with no penalty or obligation to the Contractor.
5. If service has been requested from another provider, and the Contractor arrives on-site prior to the arrival of the other service provider, the City, at its sole discretion, will determine if the Contractor may or may not provide service.
6. The Contractor may be responsible for any costs incurred by another towing service provider contacted by the City as a result of the Contractor's failure to meet the response time requirement.

**IV. HOURS OF SERVICE**

The Contractor shall maintain an open facility with equipment and labor force adequate to supply demand on a full twenty-four (24) hour per day basis every day of the year. The Contractor at a minimum shall maintain office hours in accordance with the following schedule:

Monday – Friday 8:00 a.m. to 5:00 p.m.

Saturday 8:00 a.m. to 12:00 p.m.

**V. TOWING EQUIPMENT**

The Contractor shall have available sufficient equipment to perform all services as required in this RFP (including those services and that equipment listed on the Proposed Rates and Charges bid form, below) on a timely and responsible basis. The Contractor must own or exclusively lease, at a minimum, five (5) flatbed tow vehicles and two (2) heavy duty wrecker trucks. All equipment must be modern, commercially manufactured, and in good mechanical condition, and shall be subject to inspection at all times during the term of the contract. No vehicle of the Contractor shall be used as an emergency vehicle. All wreckers shall be equipped with the necessary equipment to perform emergency towing according to industry standards. All towing vehicles shall have dollies, brooms, shovels, and fire extinguishers.





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The Contractor agrees to have no markings on vehicles, buildings or correspondence that indicate or tend to suggest any official relationship between the Contractor and the City of Providence. The Contractor shall comply with the truck identification requirements in § 31-22-23 of the General Laws.

**VI. STORAGE**

The Contractor has the responsibility of safeguarding all articles left in impounded vehicles. All property left in vehicles shall be listed on the Tow Sheet Inventory. Any article removed for any reason shall be properly identified.

The Providence Police and/or city official shall permit the owner and/or legal representative the right to inspect a stored vehicle prior to a release of the vehicle obtained. They shall permit the owner and/or legal representative to recover from the stored vehicle those papers that are necessary for the granting of a release after obtaining a release for the vehicle from the Providence Police Department.

**VII. DISPOSAL OF ABANDONED VEHICLES**

The Contractor shall dispose of abandoned (not claimed) vehicles, including any debris in or around the vehicle, after all lawful process has been taken as is required before disposal is made.

**VIII. COLLECTIONS/CHARGES**

1. The City of Providence shall be responsible for payment of towing services and related storage and disposal services, if any, rendered for disabled private and city vehicles and abandoned vehicles on the roadway and on public and private property. The City will not be responsible for any downtime during a tow due to the tow vehicle being out of service or due to mechanical failure. Additionally, if the vendor is notified of a tow during normal business hours and cannot respond during that time, the vendor shall only charge the day service rate. The City of Providence will not be liable for any citations or tolls during the time of service.
2. Charges due and owing from the City shall be submitted monthly to the address indicated below. Such invoices shall have an itemized billing of the initial service charges, special charges, storage charges, disposal fees, and copies of invoices for disposal fees, as appropriate. For all tows involving the towing, storage, and or disposal of abandoned vehicles, the invoice shall also include photographs depicting the vehicle/unit towed and the debris disposed of (if requesting reimbursement for said disposal).
3. The Contractor shall maintain a tow log or other acceptable record keeping system for each separate tow that will include the following information:
  - a. The name of the department and city official requesting the services;



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- b. Time, date, location of tow (from and to), hold location if applicable, and city official or police officer authorizing the tow; and
- c. Make, model, vehicle registration, and vehicle identification number of the towed vehicle.

The City may request a copy of the tow log or other acceptable record in order to process invoices, at its discretion. Any failure to provide sufficient backup documentation to substantiate an invoice shall not constitute a delay in payment by the City.

Invoices shall be submitted monthly to:

City of Providence  
c/o Providence Police Department  
Attn: Commissioner's Office/Accounts Payable  
325 Washington Street  
Providence, RI 02903

With a copy to:

City of Providence  
c/o Department of Public Property  
Attn: Fleet Manager  
25 Dorrance Street, Room 407  
Providence, RI 02903

**IX. INSURANCE**

The Contractor shall carry policies of insurance for commercial general liability, automobile liability, and workers' compensation at commercially reasonable limits and shall add the City of Providence as an additional insured on any commercial general liability, automobile liability, and umbrella policies it carries.

**X. INDEMNIFICATION**

The Contractor hereby agrees to defend, indemnify, and hold the City harmless against:

- a. Any and all losses and liabilities for claims for personal injury, death, or property damage made against the City arising out of, or as a consequence of, any work performed under the Contract.
- b. Any and all expenses related to claims or lawsuits resulting from such claims, including court costs and attorney(s) fees.
- c. Any and all penalties and damages incurred by the City by reason of the Contractor's failure to obtain any permit and license under, or failure to comply with any applicable laws, ordinances, or regulations.



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- d. The Contractor expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof and agrees to defend, indemnify, and holds harmless the City against all claims for damages to vehicles and equipment entrusted to its care and control.

**XI. MISCELLANEOUS**

1. **Valid Vehicle Registrations:**  
The Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid State of Rhode Island license plate, and comply with the weight requirements of the Rhode Island Vehicle Code.
2. **Proper Driver's License Classification:**  
Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the PPD.
3. **Compliance with Laws:**  
The Contractor shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the Contractor's business including, but not limited to, licensing, minimum safety requirements, and Chapter 15 of the Providence Code of Ordinances.
4. **Lien Assignment:**  
The Contractor shall agree that any lien arising by operation of law against a vehicle owner for the benefit of the Contractor shall be automatically assigned to the City of Providence by virtue of the City being invoiced for the towing services.



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## EVALUATION REQUIREMENTS

Proposals shall be reviewed and scored based upon the following criteria

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Qualifications and Experience	40 points
Method of Approach	30 points
<b>Total Possible Technical Points</b>	<b>70 points</b>
Cost Proposal*	30 points
<b>Total Possible Evaluation Points</b>	<b>100 points</b>
MWBE Participation**	5 Bonus points
<b>Total Possible Points</b>	<b>105 points</b>

### A. Qualifications and Experience

1. Provide information on the firm to include company name, years in business, location(s), primary point of contact, organizational chart, etc.
2. Provide a description of the firm's qualifications, experience and abilities that make especially well qualified to provide services under this group.
3. Provide information on all key personnel qualifications and experience, including resume, certifications, licenses, professional affiliations, etc.
4. Provide a list of subcontractors proposed, if any. For each, submit the firm's specific qualifications, experience, a description of the services they will perform, certifications, licenses, professional affiliations, etc.
5. Describe your firm's customer service philosophy.
6. Provide three (3) references (public agencies preferred) who your firm currently or previously held a contract for services identical or similar to the Scope of Work listed herein. For each reference listed, please include the agency/company name, contact person, title, email address, and phone number
7. Discuss any value added services your firm will provide or offer the City.
8. Provide any additional information that will assist the City to evaluate your firm. Information could include, but not be limited to membership in and/or good standing with a professional organization such as the Better Business Bureau, Chamber of Commerce, etc.

### B. Method of Approach

1. Explain how your firm will meet the requirements to provide the services listed in the Scope of Work.
2. Provide your firm's understanding of the truck identification requirements in § 31-22-23 of the General Laws.
3. Explain your firm's towing services request process (during regular business hours, after hours, and emergency) to ensure to meet the response times. Information must include the name, title, phone number and responsibilities of all staff members who the City will work with.



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4. Provide a comprehensive listing and short description of all towing equipment (owned or leased).
5. Provide a detailed description of facility security.
6. Provide detailed information of your storage facility and business office. Address and size of main lot and any satellite lots.
7. Describe your firm's reporting capabilities. Propose any informational or reporting enhancements the firm is capable of providing. Example: secure web-based access to the firm's inventory of vehicles towed and stored under this contract.
8. Describe or provide a copy of your policy and/or procedure for the following:
  - a. Towing, storage vehicle release and salvage services
  - b. Safety policy
  - c. Drug and Alcohol policy
  - d. Customer Service policy
  - e. Training Manual
  - f. Allowing an owner access to their stored vehicle
    - i. to remove personal items
    - ii. to cover/protect their vehicle
    - iii. to allow the owner, an authorized non-owner or unauthorized non-owner (private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.
  - g. For vehicles in its care,
    - i. Informing the vehicle owner that their vehicle is in your possession
    - ii. Determining the state of the vehicle prior to tow and at point of release
    - iii. Determining whether or not a vehicle was damaged and/or stolen
  - h. For receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.
  - i. Describe the manner in which the firm will inform the City and the public of changes to policies and procedures. Include samples of any informational materials the firm would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.

**C. Cost Proposal (Tow and Storage fees)**

1. Provide rates and charges as requested below.
2. Does your firm have a City of Providence business license? \_\_\_\_Yes \_\_\_\_No
3. Provide a current copy of your firm's IRS W9 form.

**\*Cost Proposal Evaluation**

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

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



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

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

**\*\*MBE/WBE Participation Evaluation:**

**A. Calculation of MWBE Participation Rate**

1. MWBE Participation Rate for Non-MWBE Vendors. The MWBE participation rate for non-MWBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-MWBE vendor's total contract price that will be subcontracted to MWBEs by the non-MWBE vendor's total contract price. For example, if the non-MWBE's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to MWBEs, the non-MWBE's MWBE participation rate would be 12%.
2. MWBE Participation Rate for MWBE Vendors. The MWBE participation rate for MWBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the MWBE vendor's total contract price that will be subcontracted to MWBEs and the amount that will be self-performed by the MWBE vendor by the MWBE vendor's total contract price. For example, if the MWBE vendor's total contract price is \$100,000.00 and it subcontracts and will perform a total of \$8,000.00 of the work itself, the MWBE vendor's MWBE participation rate would be 20%.

**B. Points for MWBE Participation Rate:**

The vendor with the highest MWBE participation rate shall receive the maximum MWBE participation points. All other vendors shall receive MWBE participation points by applying the following formula:

$$\text{(Vendor's MWBE participation rate} \div \text{Highest MWBE participation rate} \\ \times \text{Maximum MWBE participation points)}$$

For example, assuming the weight given by the RFP to MWBE participation is 5 points, if Vendor A has the highest MWBE participation rate at 20% and Vendor B's MWBE participation rate is 12%, Vendor A will receive the maximum 5 points and Vendor B will receive  $(12\% \div 20\%) \times 5$  which equals 3 points.

**General Evaluation:**

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Departments then transmit the results from the Cost Evaluation Phase to Purchasing through a Final Evaluation Memo, recommending the award to the highest ranked technically qualified vendor.



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**PROPOSED RATES AND CHARGES:**

*\*\*\*If the Contractor fails to bid on any of the items listed below, the bid automatically shall be considered unresponsive and unqualified.\*\*\**

**ITEM #1 - LIGHT DUTY VEHICLES**

**CITY OWNED/LEASED VEHICLES WITH A GROSS VEHICLE WEIGHT UNDER 11,000 POUNDS**

- A. VEHICLES TOWED FROM WITHIN THE BOUNDARIES OF THE CITY OF PROVIDENCE:
  - MONDAY TO FRIDAY TOW SERVICE - 7:00AM TO 5:00PM \$ \_\_\_\_\_  
FLAT RATE
  - MONDAY TO FRIDAY TOW SERVICE - 5:01PM TO 6:59AM \$ \_\_\_\_\_  
FLAT RATE
  - WEEKEND TOW SERVICE \$ \_\_\_\_\_  
FLAT RATE
  
- B. VEHICLES TOWED FROM OUTSIDE THE BOUNDARIES OF THE CITY OF PROVIDENCE:
  - MONDAY TO FRIDAY TOW SERVICE - 7:00AM TO 5:00PM \$ \_\_\_\_\_  
FLAT RATE
  - MONDAY TO FRIDAY TOW SERVICE - 5:01PM TO 6:59AM \$ \_\_\_\_\_  
FLAT RATE
  - WEEKEND TOW SERVICE \$ \_\_\_\_\_  
FLAT RATE



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**ITEM #2 – MEDIUM & HEAVY-DUTY VEHICLES**

**CITY OWNED/LEASED DEPARTMENT VEHICLES WITH A GROSS VEHICLE WEIGHT OVER 11,000 POUNDS**

- VEHICLES TOWED FROM WITHIN THE BOUNDARIES OF THE CITY OF PROVIDENCE:
  - MONDAY TO FRIDAY TOW SERVICE - 7:00AM TO 5:00PM \$ \_\_\_\_\_  
FLAT RATE
  - MONDAY TO FRIDAY TOW SERVICE - 5:01PM TO 6:59AM \$ \_\_\_\_\_  
FLAT RATE
  - WEEKEND TOW SERVICE \$ \_\_\_\_\_  
FLAT RATE
  
- B. VEHICLES TOWED FROM OUTSIDE THE BOUNDARIES OF THE CITY OF PROVIDENCE:
  - MONDAY TO FRIDAY SERVICE - 7:00AM TO 5:00PM \$ \_\_\_\_\_  
FLAT RATE
  - MONDAY TO FRIDAY SERVICE - 5:01PM TO 6:59AM \$ \_\_\_\_\_  
FLAT RATE
  - WEEKEND SERVICE \$ \_\_\_\_\_  
FLAT RATE





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**ITEM #3 – TOWING OF MISCELLANEOUS CONSTRUCTION EQUIPMENT**

**I.E. PAY LOADERS, BACKHOES, PAVING MACHINES, 10 TON ROLLERS, STREET SWEEPER, CRANES, ETC.**

- SERVICE FROM PORTAL TO PORTAL – 7:00AM TO 5:00PM \$ \_\_\_\_\_  
HOURLY RATE
- SERVICE FROM PORTAL TO PORTAL - 5:01PM TO 6:59AM \$ \_\_\_\_\_  
HOURLY RATE
- WEEKEND SERVICE – PORTAL TO PORTAL \$ \_\_\_\_\_  
HOURLY RATE

**ITEM #4 – SPECIALTY VEHICLE RECOVERY SERVICES**

**RECOVERY AND/OR WINCHING OF VEHICLES OR MACHINERY IN PRECARIOUS SITUATIONS, OR UP-RIGHTING OF OVERTURNED CITY VEHICLES OR CITY MACHINERY**

- SERVICE FROM PORTAL TO PORTAL – 7:00AM TO 5:00PM \$ \_\_\_\_\_  
HOURLY RATE
- SERVICE FROM PORTAL TO PORTAL - 5:01PM TO 6:59AM \$ \_\_\_\_\_  
HOURLY RATE
- WEEKEND SERVICE – PORTAL TO PORTAL \$ \_\_\_\_\_  
HOURLY RATE



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**ITEM #5 - ABANDONED VEHICLE TOWS SOMETIMES REFERRED TO AS PORT TOWS**

**TO INCLUDE ALL OTHER ITEMS NOT PREVIOUSLY LISTED, INCLUDING BUT NOT LIMITED TO BOATS, CAMPERS, TRAILERS, BOX TRUCKS, STORAGE CONTAINERS, ETC.**

- ALL TOWS IN THIS CATEGORY ARE FROM WITHIN THE BOUNDARIES OF THE CITY OF PROVIDENCE ONLY
- SERVICES FOR THESE TOWS WILL BE CONDUCTED DURING THE HOURS OF 7:00AM TO 5:00PM

**PLEASE NOTE – ANY VEHICLES TOWED UNDER THIS CATEGORY MUST BE TRANSPORTED AND STORED AT THE VENDOR’S FACILITY/LOCATION. THE CITY OF PROVIDENCE WILL NOT PROVIDE A LOCATION FOR THE STORAGE OF THESE VEHICLES.**

- BOAT (12 FEET AND UNDER) – WITH TRAILER \$ \_\_\_\_\_  
FLAT RATE
- BOAT (12.1 FEET TO 18 FEET) – WITH TRAILER \$ \_\_\_\_\_  
FLAT RATE
- BOAT (18.1 FEET TO 26 FEET) – WITH TRAILER \$ \_\_\_\_\_  
FLAT RATE
- BOAT (12 FEET AND UNDER) – WITHOUT TRAILER \$ \_\_\_\_\_  
FLAT RATE
- BOAT (12.1 FEET TO 18 FEET) – WITHOUT TRAILER \$ \_\_\_\_\_  
FLAT RATE
- BOAT (18.1 FEET TO 26 FEET) – WITHOUT TRAILER \$ \_\_\_\_\_  
FLAT RATE
- BOX TRUCK \$ \_\_\_\_\_  
FLAT RATE
- RV CAMPER \$ \_\_\_\_\_  
FLAT RATE
- STORAGE CONTAINERS \$ \_\_\_\_\_



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FLAT RATE

- VEHICLES NOT IN THE ABOVE CATEGORIES WITH A GROSS VEHICLE WEIGHT UNDER 11,000 POUNDS \$ \_\_\_\_\_  
FLAT RATE
- VEHICLES NOT IN THE ABOVE CATEGORIES WITH A GROSS VEHICLE WEIGHT ABOVE 11,000 POUNDS AND UNDER 30,000 POUNDS \$ \_\_\_\_\_  
FLAT RATE
- VEHICLES NOT IN THE ABOVE CATEGORIES WITH A GROSS VEHICLE WEIGHT ABOVE 30,000 POUNDS \$ \_\_\_\_\_  
FLAT RATE

**ITEM #6 – DISPOSAL FEES FOR VEHICLE TOWED AND STORED AS ABANDONED VEHICLES**

- CLEANING LABOR \$ \_\_\_\_\_  
HOURLY RATE
- DEMOLITION \$ \_\_\_\_\_  
HOURLY RATE
- DUMPSTER TIP PER POUND \$ \_\_\_\_\_  
PER POUND
- GAS TANK DISPOSAL FEE \$ \_\_\_\_\_  
PER TANK
- OIL DRUM DISPOSAL FEE \$ \_\_\_\_\_  
PER TANK
- TIRE REMOVAL FEE (STANDARD TIRE) \$ \_\_\_\_\_  
PER TIRE
- TIRE REMOVAL FEE (LARGE TRUCK TIRE) \$ \_\_\_\_\_  
PER TIRE
- HUMAN WASTE TANK DISPOSAL FEE \$ \_\_\_\_\_  
PER TANK



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- MATTRESS DISPOSAL FEE \$ \_\_\_\_\_  
PER MATTRESS
  
- HAZARDOUS DISPOSAL FEE \$ \_\_\_\_\_  
PER UNIT
  
- MISCELLANEOUS ITEMS NOT LISTED \$ \_\_\_\_\_  
PER POUND



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**SUPPLEMENTAL INFORMATION**

If the issuing department for this RFP determines that your firm's bid is best suited to accommodate their need, you will be asked to provide proof of the following prior to formalizing an award.

An inability to provide the outlined items at the request of the department may lead to the disqualification of your bid.

*This information is **NOT** requested to be provided in your initial bid that you will submit to the City Clerk's office by the "date to be opened" noted on page 1. This list only serves as a list of items that your firm should be ready to provide on request.*

**All bids submitted to the City Clerk become public record.** Failure to follow instructions could result in information considered private being posted to the city's Open Meetings Portal and made available as a public record.

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- W-9 Form.
- Proof of insurance



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Proposals (“RFP”) and these Standard Terms and Conditions together constitute the entire agreement of the parties (“the Agreement”) with regard to any and all matters. By your submission of a bid proposal or response to the City’s RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers’ compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City’s sole and absolute discretion.
5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an outstanding invoice.
6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City’s First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys’ fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of



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- the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
  12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
  13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
  14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
  15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
  16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
  17. The failure of the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
  18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.