



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

REQUEST FOR PROPOSALS

Item Description: PROGRAM MANAGER - ACCELERATED LEAD SERVICE LINE REPLACEMENT

Date to be opened: MONDAY, DECEMBER 19, 2022

Issuing Department: PROVIDENCE WATER

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 department.
 - Phone: (401) 680-5264
 - Email: purchasing@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
 - Please use subject line “MBE WBE Forms”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
 - Project Contact: Ms. Katherine Mello -Senior Director, Operations
 - Telephone: (401) 521-6300, ext. 7334
 - Email: kmello@provwater.com

Pre-bid Conference

A Pre-Bid Meeting shall be on Monday November 21, 2022 @ 10:00 AM at Providence Water’s Central Operations Facility. Questions are encouraged to be asked at the Pre-Bid, but only questions received in writing will receive written responses.



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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 3rd 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/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd 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 2 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: In addition to the *MBE/WBE Participation Affidavit*, 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:

- a) 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.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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Verifying MBE/WBE Certification

It is the responsibility of the bidder to confirm that every MBE or WBE named in a proposal and included on 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 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 request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package.

For contracts with durations 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. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. 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 gdiaz@providenceri.gov or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address and Trade: _____

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. 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
					\$
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AMOUNT:					\$
B. WBE SUBCONTRACTED AMOUNT:					\$
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Divide the sum of A and B by E and multiply result by 100).					%

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 _____ Required

Signature of Bidder _____

Printed Name _____



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MBE/WBE Waiver Request Form

Fill out this form only if you 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. **In case a waiver is needed, City Department Directors should not recommend a bidder for award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (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 Name	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 / or Duly Authorized Representative _____ Printed Name _____
Date Signed _____

Signature of City of Providence (or Designee (Only)) _____ Printed Name of City of Providence _____ Date Signed _____
MBE/WBE Outreach Director MBE/WBE Outreach Director



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BID PACKAGE SPECIFICATIONS



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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.
- 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 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



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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.

Certificate of Insurance

1. The Original Certificate of Insurance must be mailed to:

Providence Water
125 Dupont Drive
Providence, RI 02907
Attention: Elizabeth Paquin

2. Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following Certificate must be completely filled out listing all Insurance Companies, Coverage's. and Limits. Providence Water (PW) require the following insurances requirements.

Required	Coverage
x	Worker's Compensation and Occupational Insurance: In statutory amounts, Covering all employees of the contractor. Employer's liability coverage with limits of not less than \$500,000.00/ each accident or illness shall be included.
x	Commercial General Liability Insurance: Commercial Liability Insurance with limits of not less than \$1,000,000.000 per occurrence, for bodily injury and/or property damage liability \$2,000,000.000 in the aggregate. Products/completed operation, independent contractors, and contractual liability coverages are to be included. No exclusions for rigging, hoisting, explosions, collapse and/or underground. Completed operations coverage must remain in effect for a period of not less than 2 years after the completion of all work. "The City of Providence, Providence Water, its officers and agents are to name as an additional insured."
x	Automobile Liability Insurance: When any motor vehicles are used in connection with the work to be performed the Contractor shall maintain Automobile Liability Insurance with limits of not less \$1,000,000.00 per occurrence, combined single limit, for bodily injury and property damage. "The City of Providence, Providence Water are to be named as additionally insured."
	Builder's Risk Policy: When a free standing unit is to be constructed or any addition to our facilities made in connection with the work specified, the Contractor must provide Builder's Risk Insurance or an Installation Floater covering all risks with limits equal to the award of the contract.
	Professional Liability Insurance: When any architects, engineers, or consulting firms perform work in connection with any contract, the contractor shall maintain Professional Liability Insurance with limits not less than \$2,000,000.00 per occurrence and aggregate.

3. The insured name must be the same name as the name on the bid submitted.
4. Insurance Certificates should state the Title of Project to be performed.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER A	CONTACT NAME:	
	PHONE (A/C, No, Ext): (FAX (A/C, No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B: N	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570061419077

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL			EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			B			COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

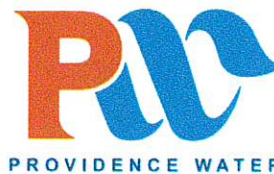
RE:

CERTIFICATE HOLDER**CANCELLATION**

Providence Water 125 Dupont Drive Providence, RI 02907	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Holder Identifier :

Certificate No : 570061419077



PROVIDENCE WATER SUPPLY BOARD

**125 DUPONT DRIVE
PROVIDENCE, RHODE ISLAND 02907
Telephone: (401) 521-6300**

November 2022

REQUEST FOR PROPOSALS

For: Program Manager - Accelerated Lead Service Line Replacement

Pre-Bid Date: November 21, 2022 @ 10:00 AM

Pre-Bid Location: Providence Water Central Operations Facility
125 Dupont Drive, Providence, RI 02907

Questions Due: Monday, December 5, 2022, by End of Business

Proposal Due Date: Monday, December 19, 2022

Delivery Address: Department of the City Clerk
Room 311 City Hall
Providence RI 02903

Project Contact: Ms. Katherine Mello
Senior Director, Operations

Telephone: (401) 521-6300, ext. 7334

Email: kmello@provwater.com

PROVIDENCE WATER SUPPLY BOARD

125 DUPONT DRIVE PROVIDENCE,

RHODE ISLAND 02907

Telephone: (401) 521-6300

November 2022

Invitation to Propose

Providence Water (PW), acting through the City of Providence Board of Contract and Supply, is soliciting proposals from engineering consulting firms for PROGRAM MANAGER - ACCELERATED LEAD SERVICE LINE REPLACEMENT PROGRAM.

Proposals will be accepted by the Board of Contract and Supply at the Department of the City Clerk, Room 311, City Hall, Providence, Rhode Island 02903 until 2:15 PM on the **19th day of December 2022**, at which time they will be publicly opened and read aloud at the Board of Contract and Supply meeting held in City Hall Chambers, Third Floor, City Hall, Providence, Rhode Island 02903.

Prospective proposers can obtain an electronic version of Request for Proposals via the City of Providence's RFP portal (<https://www.bidnetdirect.com/rhode-island/providenceri>) on or after November 7, 2022. To schedule an appointment to discuss the project or for all questions pertaining to these bidding documents, please contact Ms. Katherine Mello, Senior Director, Operations, telephone number (401) 521-6300 ext. 7334 or email at kmello@provwater.com.

A Pre-Bid Meeting shall be on Monday November 21, 2022 @ 10:00 AM at Providence Water's Central Operations Facility. Questions are encouraged to be asked at the Pre-Bid, but only questions received in writing will receive written responses.

No proposal may be withdrawn for a period of sixty (60) calendar days after the opening of proposals.

PW reserves the right to waive any informality in or to reject any or all proposals as deemed to be in its best interests.

(PART I SHOULD IMMEDIATELY FOLLOW THIS INVITATION PAGE)

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1.2	Summary
1.3	Scope of Services
1.4	Proposal Structure
1.5	Evaluation Criteria
1.6	Preparation of Proposals
1.7	Determination of Qualifications
1.8	Addenda and Interpretations
1.9	Corrections
1.10	Award of Contract and Rejection of Proposals
1.11	Notice of Special Conditions
1.12	Laws and Regulations
1.13	Proposers to Acknowledge Addenda
1.14	Occupational Safety and Health Act (OSHA)
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PART I - Project and Proposal Requirements

1. Specific Provisions

1.1 Proposer's Qualifications

- A. Proposers must have a minimum of fifteen (15) years' experience and demonstrated ability related to program management. It is preferable that the proposer has experience with at least one (1) project with an accelerated service line replacement program (2,500 to 7,000 lead service line replacements per year). All respondents shall describe at least three (3) other contracts similar in scope, size, or discipline to the required services described herein, performed or undertaken within the last seven (7) years.

Proposers may combine projects to meet the minimum qualifications outlined above. Ongoing projects that meet these criteria are also acceptable to meet the minimum qualifications.

- B. In case of joint ventures or partnerships of Program Managers, a combination of qualifications of the Program Managers must meet the criteria established in the QUALIFICATIONS OF PROPOSERS and this section.
- C. Proposers must provide the qualifications requested in this RFP of all sub-consultants to be utilized on this project. The sub-consultants will not be changed without prior written authorization of PW.
- D. Proposers or the "Prime" Program Manager must provide documentation they are currently in possession of a minimum of \$5,000,000 of Professional Liability Insurance or other mutually agreeable form of insurance that covers substantially similar occurrences.
- E. Program Managers that have failed to render services to PW, of which PW paid for, shall not be considered qualified to bid on this project.
- F. Registration to do business in Rhode Island in accordance with RI General Laws (as amended) Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. (Applies to out-of-state corporations.)
- G. The chosen Proposer will be under contract to the City of Providence, Providence Water Supply Board.
- H. PW through the Board of Contract and Supply reserves the right to make an award to one Proposer or to reject all offers based upon what it considers to be in its best interest.

1.2 Summary

Providence Water (PW) is the main supplier of water for approximately 600,000 people in the State of Rhode Island. In addition to wholesaling water to 6 water utilities in the greater Providence area, PW directly serves customers in portions of 5 communities including the cities of Providence and Cranston, the town of Johnston, and portions of the towns of North Providence and Smithfield. In these 5 retail communities, PW has a large number of assets such as 7 distribution reservoirs, 10 pump stations, over 900 miles of water mains, over 5,700 hydrants, and approximately 78,000 meters and service connections through which it provides water for retail, commercial, and industrial use and fire protection to its customers.

This RFP focuses on the replacement of all lead service lines (LSLs) within PW's retail area. Of PW's 78,000 active accounts, there are an estimated 25,000 full or partial lead service line connections. Providence Water is committed to lowering lead levels at our customers' taps as evidenced by our extensive lead reduction and public outreach initiatives:

Lead Service Line Inventory

PW owns the portion of the service line from the main to the curb stop (public side) and the homeowner owns from the curb stop to the meter (private side). PW has maintained excellent records and as a result has an accurate inventory of service line materials within our distribution system. Historical records show that lead service line (LSL) installation was discontinued in 1937 when type K copper tubing was adopted. Copper tubing was used until the outbreak of the Second World War in 1942 when the government restricted its use. Tubloy, which contains lead, was used until September 1945 when the government restrictions for copper were removed.

In the mid 2000's Providence Water converted our records on services from a combination of paper records and a digital work order system into a Geographic Information System (GIS). The service line material for the public side of the service was taken from the old records and transferred to the data tables associated with each service line feature on the map. The data table is updated by our GIS department as part of the work order process when services are added, removed or replaced. In 2010 PW began to track private side material type for each service. Initial private side LSL counts matched the current material of the public side of the service. Counts are updated by our GIS department as private side lead service lines are replaced and new information is discovered through meter inspections. Using GIS web tools, the updated data is then displayed on a number of web pages that provide a quick look at the current, real-time state of our replacement program including how many public side, private side and complete lead services remain in the system as well as their locations.

Lead Service Line Replacement Program

In 2018, PW began a 3-year 0% interest loan program for homeowners to replace their private side lead service lines. The Rhode Island Infrastructure Bank (RIIB) provided \$1 million to fund the loan program. In addition, PW has \$250,000/year built into our water rates to provide no interest, 3-year loans. The 0% interest loan program was a proactive initiative as part of Providence Water's multi-pronged proactive approach to minimize customers' exposure to lead. Providence Water ensures

that the public side of the lead service line is automatically replaced at no cost whenever a homeowner replaces his/her private side of the lead service line.

In 2020 Providence Water increased the term of the loan from three to ten years. The objective of spacing out zero percent interest loan repayments over ten-years was to make the program even more affordable and attractive to customers seeking to replace their private side lead service lines.

Promotional efforts for these loans include press releases, social media postings, including information on billing statements, lead brochures, annual consumer confidence reports, and targeted discussions with those customers with known elevated lead levels.

Since September 2021, Providence Water has been awarded approximately \$10 million in United States Environmental Protection Agency (EPA) Water Infrastructure Improvements for the Nation Act (WIIN) Grants and Congressionally Directed Spending (CDS). These funds are dedicated to the replacement of private side lead service lines within disadvantaged communities as defined by the State of Rhode Island.

Lead Service Line Location Map

PW maintains a public-facing webpage through which customers can search their address for the following information:

- Known public-side LSL material ("lead" or "not lead")
- Known or suspected private-side material ("lead" or "not lead") – PW has created an algorithm, based in part on age and public side service line materials, which provides the suspected service line material. Since 2010, PW has kept extensive inspection records on all private side service lines, and beginning in 2018, PW began formally recording private-side service line materials during all meter inspections/replacements. All private side records are maintained in our asset management database, and reported as "known".
- All lead testing results taken under PW's lead compliance and customer requested lead testing programs are also available on this website.

Free Lead Testing

Providence Water provides free lead testing to all of our retail customers. PW, through our partnership with 120Water™, mails lead testing kits to customers upon request. The customer collects the samples and mails the kits back using the enclosed pre-paid postage label. Results letters are then mailed to the customers.

In addition to compliance and customer requested lead testing, PW actively promotes free post-LSLR lead testing. Sample kits and instructions are hand delivered to customers who had public side, private side, or full LSLRs. Our construction inspectors then collect the samples, and send them to an outside laboratory for analysis. Lead testing results from the post-LSLR samples are uploaded into the 120 Water™ database. Customer follow-up is conducted by PW personnel.

Public Outreach Meetings

PW holds community public outreach meetings prior to the start of our water main rehabilitation projects. Within these meetings, we discuss our lead service line replacement funding options, the harmful health effects of lead, sources of lead, how to identify the material of private side service lines, what to expect after construction (including the importance of household flushing), post construction samples, filter distribution and use, and PW's free lead testing program.

1.3 Scope of Services

PW has set an aggressive goal to replace all known LSLs, of which there are about 10,000 full LSLs (i.e., both the public and private sides are lead) and 15,000 private side LSLs (i.e., only the private side is lead) within 5 years. Work shall take place within 5 Phases. Each of the Program's phases will include the replacement of 2,500 to 5,000 LSLs within a 1-year period. The estimated cost to fully replace all private and public lead service lines is between \$180,000,000 and \$200,000,000. Funds are available through the following: Grants (e.g., EPA WIIN), Congressionally Directed Spending, Loans (e.g., RIIB, Bilateral Infrastructure Law (BIL)), and "Pay-As-You-Go" (i.e., non-borrowing). It is important to note that private side LSLR can only be funded through grants or principal forgiveness on loans. It is anticipated that PW will apply for at least \$25,000,000 in funds annually for five (5) years. This work will be distributed throughout PW's retail area based on a prioritization plan that is currently under development.

This RFP is for complete program management of the accelerated lead service line replacement project including, but not limited to, project planning, project oversight, project bidding, construction management, lead service line inventory management, funding assistance, and regulatory reporting, for all five (5) phases of this Project.

PW is seeking qualified engineering consultants to submit proposals to provide program management services required for the execution of an accelerated Lead Service Replacement Program (Program) in which all lead service lines within PW's retail area are replaced. All work performed shall comply with the Lead and Copper Rule (LCR) requirements. . The scope of services is given below. All project deliverables shall be provided to PW in editable format for their future use as property of PW.

The selected Program Manager shall be responsible for the development of contract documents and construction management required to remove and replace lead service lines, including procurement of all related construction and service line materials; coordination with customers, including public outreach; coordination with the applicable municipal departments in each of five towns that are Providence Water retail customers; coordination, inspection, and management of contractors performing replacements, and overall project coordination with PW. **Construction contracts will be awarded by Providence Water.**

Specific Tasks included within the below detailed scope of work include:

1. Project Planning
2. Construction Bidding Services
3. Public Outreach and Education
4. Construction Management Services
5. Data Management

All scope items apply to Phases 1 through 5 of the Program.

Task 1 – Project Planning

Prioritization Plan

The Program Manager will develop a prioritization plan for the entire PW service area. Prioritization factors to be considered include, but are not limited to, disadvantaged areas as defined by the State of Rhode Island, customer vulnerability (e.g., high risk populations), scheduled planned area work (complete LSL replacements prior to scheduled water main replacement/ rehabilitation), and geographic density.

Work Plan

The Program Manager shall develop construction work plans for each of the five (5) phases which shall be based on the most recent prioritization plan. The work plans will be updated and approved by PW prior to issuing each new construction bid package.

Planning Level Meetings and Workshops

The Program Manager shall facilitate the following planning level meetings and workshops and provide a meeting summary for each:

- Kick off Meeting (5 – one (1) per phase)
- Meetings with RIDOH (5 – one (1) per phase)
- Work Plan/Design Workshop (5 – one (1) per phase)
- Project planning meetings - (15 – three (3) per phase)
- Contract Planning Meetings (5 – one (1) per phase)
- Construction Management Workshop (5 – one (1) per phase)
- Data Management Workshop (5 – one (1) per phase)
- De-brief meeting for each project phase (5 – one (1) per phase)

Preparation of Contract Documents

For each of the project's five (5) phases, the Program Manager shall prepare individual sets of Contract Documents which shall include:

- Front end specifications (provided by PW),
- Technical specifications,

- Definition of the work areas including:
 - Microsoft excel spreadsheet with the LSLs identified by the street name
 - GIS map identifying work areas through color coding of the subject lots
- Standard installation and restoration details
- Details governing construction activities such as traffic control and sedimentation and erosion control

The number of contracts per phase will be decided by the Program Manager with the goal of maximizing interest by local and larger-scale national Contractors and minimizing cost per lead service line replacement. Individual specification packages shall be prepared for each individual contract. All construction bid packages must meet city of Providence bidding requirements and all applicable terms and conditions of all funding sources (e.g., CDS, EPA WIIN Grants, BIL).

The Program Manager shall coordinate construction contracts with applicable municipal departments in each of five cities and towns that are Providence Water retail customers. All contracts shall be coordinated with PW's other distribution system improvements (e.g., water main rehabilitation) with the objective of replacing the lead service lines prior to conducting work on the water mains within a given area.

Task 2 – Construction Bid Services

The Program Manager shall facilitate one (1) pre-bid meeting for each of the five (5) phases of this project. This meeting will pertain to all contracts within a given phase.

In addition, the Program Manager will be responsible for the following items as they pertain to each individual contract:

1. Supply sufficient number of bid documents for each of the contracts bid under this program
2. Receive and, when appropriate, provide answers to questions properly asked by bidders
3. Issue addenda as necessary
4. Review bids and issue a bid report with recommendations for award of the contract for each of the contracts bid under this program. **Bidding must be conducted through the city of Providence's Board of Contract and Supply.** This process can take up to three to four months.

Task 3 – Public Outreach and Education

The Program Manager shall work with PW's public relations consultant to outline a strategic outreach campaign incorporating in-person and virtual events. The Program Manager shall review PW's current outreach protocols including both written and verbal communications including, but not limited to, social media posts, public notification letters, LSL replacement program flyers and door hangers, premise flushing instructions, and filter instructions. All final materials shall be provided to PW in editable format for PW's use.

The Program Manager shall facilitate up to 2 community meetings per contract for each of the five phases of work. Meetings shall be coordinated with PW. The Program Manager shall work with PW and its public relations consultant to coordinate assistance of community leaders in each of the contract areas. Meetings shall cover the impacted area, scope of construction work, Right of Entry Forms, and customer responsibilities (e.g., premise flushing, post LSL replacement samples, etc.).

The Program Manager shall attend up to 10 additional public meetings or meetings with the public officials within PW's five retail communities over the course of the project.

Task 4 – Construction Management Services

The Program Manager shall coordinate and provide construction management services and inspection of the LSL replacements of all contracts within each of the five (5) phases, including review and acceptance of all deliverables from the construction contractors. The Program Manager responsibilities include the following:

- **Observe day-to-day construction activity** - provide necessary personnel including resident inspectors and support staff. Provide at least 1 inspector per 2 construction crews in the field for the duration of the construction contracts.
- **Ensure that the contractors' work conforms with the project contract documents** - responsible for onsite coordination between their staff, the contractors, and PW.
- **Conduct routine construction related activities**
 - Review shop drawings and other submittals to determine conformance with contract documents
 - Respond to Contractor Requests for Information (RFIs).
 - Review and execute change orders.
 - Assist in closeout of each construction phase (Phase 1 – 5).
 - Prepare a closeout report including as-builts, digital videos and/or photographs, and a list of LSL replacements at the conclusion of each contract within each phase of construction.
- **Regulatory reports and permitting** - prepare all reports and permitting applications as required for the accelerated lead service line replacement program. Reporting may include, but is not limited to, environmental planning, quarterly performance reports, and LSL inventory updates.
- **Prepare invoices for payment from various funding sources.**
- **Facilitate preconstruction meetings** – schedule and run one meeting for each construction phase (5 in total) with the Contractor, PW, RIIB, RIDOH, impacted utilities and municipalities, and any other involved parties/agencies to review project scope and requirements. Prepare meeting summaries for distribution to attendees.
- **Facilitate project status meetings with contractors** – schedule and run monthly meetings. Be the liaison between PW and the contractors and prepare meeting minutes. Prepare monthly progress reports recounting construction activities and highlighting action items that require attention (12/year).

- **Facilitate project status meetings with PW** - schedule and run monthly meetings. Prepare monthly progress reports recounting construction activities and highlighting action items that require attention (12/year).
- **Track and Update PW's Lead Service Line Inventory.**
- **Procure, manage, and distribute filters to all LSL replacement locations** - Filters shall be the countertop/carafe type (pitcher), and shall meet the most current NSF53/42 certification standards. Each unit within each location affected by a LSL replacement shall receive a pitcher and a 6 month supply of filters. In the event that an LSL replacement location is placed on bypass piping within the first 6 months after the LSL replacement (e.g., water main replacement) is replaced and the location is then placed on bypass within the first 6 months of the LSL replacement, an additional filter shall be provided such that each location receives enough filters to ensure that they have a 6-month supply not including time on bypass. The Program Manager shall also survey customer use and acceptance.
- **Facilitate and manage the post LSL replacement sampling program**
 - Deliver sample bottles for water sample collection and collect filled sample bottles,
 - Contract with an outside laboratory that is certified in the State of Rhode Island for lead analysis,
 - Ensure that all collected samples are delivered to/collected by contracted lab,
 - Provide lab reports and electronic data deliverables (EDD) to PW and 120 Water for entry into the 120 Water database,
 - Mail post LSL replacement lead results letters to customers within 30 days of receiving the results.

Task 5 – Data Management

The Program Manager shall utilize a unified cloud based platform to manage all components of a LSL replacement program including:

- Inventory development and tracking
- Material verifications (private and public side)
- Post-replacement tap sample tracking
- Customer engagement
- Replacement tracking
- Public outreach

The platform shall provide role-based access to PW staff, program management team, sub-consultants, contractors and limited public access. The platform access shall allow all project team members to use web and mobile devices to carry out their project duties. The platform shall be able to accommodate digital forms to collect relevant information from the public including program enrollment, self-reported material, filter requests and tap sampling requests. The platform shall provide real-time limited information to the public that can be embedded into PW's existing website such as public inventory and replacement progress.

The Program Manager shall provide Platform login access and training for PW personnel. PW will provide inventory data such as service line materials, water account information, and parcel/owner information through their existing asset management platform (CityWorks) and GIS records.

Asset updates shall be provided to PW in a form that can be readily imported into CityWorks and GIS.

The Program Manager shall maintain the platform for the duration of the project (Phases 1 through 5). The platform shall allow different access and privileges to different groups (Contractors, PW, public, etc.). Access beyond the general public shall be password protected. This platform shall include the following:

- Total lead service lines (at program start)
- Completed lead service line replacements
- Percent LSL replacement complete
- Verified no lead by test pit or other
- Right of Entry Form (ROE) approvals
- Percent ROE approvals
- Replacement Status by Ward/District
- Percent replaced by Ward/District
- Replacement Status by Contract
- Percent replaced by Contract
- Number of LSL Replacements by date
- Map of PW retail distribution system with LSLR Replacement Status.
 - Individual service lines shall be graphically represented to show the following conditions:
 - Completed Replacement
 - Lead Service
 - Unconfirmed
 - Opted In
 - Refused
 - Other
 - Verified non-lead
 - Paving Status shall be graphically represented to show the following conditions:
 - In progress
 - Upcoming
 - Paving Complete
 - Under moratorium

Within the platform, the Program Manager shall provide a customer portal to facilitate customer engagement within the LSLR process including:

- Customer registration
- Self-inspection (i.e., photos of existing private service line material within the house (at meter and at wall penetration)
- ROE execution

- Assigned Contractor
- Scheduling
- Sampling

Data QA Verification

The Program Manager shall be responsible for quality assurance and transfer of data to PW. PW will provide a template for each data set to be uploaded. Proposers shall provide a data flow plan, which will be finalized during the data management workshop.

- Service lines and material, water accounts, and parcel/owners shall be aggregated and connected in one data platform. This information shall be updated/uploaded to PW weekly.
- Property Ownership shall be verified and updates/upload to PW weekly.
- Asset Replacement Status shall be updated/uploaded to PW daily.
- Post-LSL replacement lead sampling results must be updated/uploaded to PW and 120 Water daily.
- LSL Replacement completion shall be updated/uploaded to PW daily
- LSL Replacement as-built measurements shall be updated/uploaded to PW monthly.

The Program Manager shall make the following information/data available to PW for the duration of the project and until the final data deliverable is made at the project's conclusion:

- ROE Form Status (approvals)
- Inspection notes and photos
- Test pit information
- LSL Replacement completion funding source
- Pitcher/Filter distribution status

1.4 Proposal Structure

The proposer shall submit one original and five copies and an electronic copy of the Program Manager's proposal clearly addressing all the requirements outlined herein and for any additional services the proposer feels are necessary or required to deliver the project to Providence Water in a complete, timely and quality fashion.

Respondents to this RFP shall follow the proposal format as outlined in this section. Failure to adhere to the prescribed format may result in finding the proposal non-responsive. Exceptions to any part of this RFP shall be fully noted and explained in the respondent's cover letter.

COVER LETTER

A cover letter providing a brief history of the Program Manager, organization, and appropriate

registration numbers is required. The letter shall indicate the principal or officer of the Program Manager who will be Providence Water's primary point of contact during negotiations. The individual must have authority to negotiate all aspects of the scope of services and provisions on behalf of the Program Manager. The cover letter transmitting the proposal must be signed by an officer authorized to bind the respondent to the terms and conditions of this RFP.

SECTION 1 - COMPANY EXPERIENCE/QUALIFICATIONS

Provide a brief history of the firm, and the firm's qualifications for completing the scope of work.

- All respondents shall describe at least 3 other contracts similar in scope, size or discipline to the required services described herein, performed or undertaken within the past seven years.
- Experience should include all phases of planning, design and construction of private side service line lateral replacements and lead service line replacement program development. When possible, relevant lessons learned should be highlighted.
- At least five references of current or former clients, including the name, title, and phone number of the person to be contacted. References shall involve projects for which similar services were provided. Describe the nature of the services performed, the level of complexity and any unique problems or change orders associated with the work.

Respondents must clearly state and prove they comply with all qualification criteria as defined elsewhere in this RFP. Ambiguity will be cause for rejection.

SECTION 2 – QUALIFICATIONS AND EXPERIENCE OF TEAM

Clearly identify the professional staff who would be assigned as the Project Manager, Technical Lead, Resident Engineer, and other key project personnel for this work. Include a Team Organization Chart that clearly indicates the role of each team member and the firm of each team member if sub-consultants are used. The proposal should summarize the abilities, qualifications, and experience of these individuals, in addition to providing resumes. Any substitution of personnel named in the proposal must have prior written approval from PW.

SECTION 3 – PROJECT UNDERSTANDING AND PROJECT MANAGEMENT PLAN

Provide a narrative of the Program Manager's understanding of the project and scope of work. Include the Program Manager's proposed project management plan which, at a minimum, must address the following topics:

- i. Program Manager's understanding of project scope and PW's goals.
- ii. Program Manager's understanding of project deliverables.
- iii. Program Manager's organizational structure to achieve PW's goals.
- iv. Program Manager's identification of project risks and proposed methods of mitigation.

- v. Program Manager's project specific QA/QC plan and relation to the Program Manager's organization structure.

SECTION 4 – PROJECT SCHEDULE

Provide an overall project schedule that meets PW's intent for the project. The project schedule, at a minimum, shall be broken down by task and phase and detail major milestones that must be achieved prior to advancing to the next task/stage of the project. Proposers shall allow PW a minimum of 2 weeks to review and provide comments between tasks and the bidding process for selecting a contractor shall be 4 months between advertisement and notice of award.

SECTION 5 – TASK AND FEE PLAN

The project shall be billed on a cost plus fixed fee basis with a not to exceed project upper limit. Each of the five tasks shall also have not to exceed upper limits. Proposers shall provide a project fee breakdown identifying the information listed in the below table.

Proposers may not mark up direct costs and outside professionals. Fixed fee may be negotiated after selection.

Proposers are encouraged to provide as much detail in the task and fee plan to assist PW in evaluating Cost versus Value for each task.

Project Fee Breakdown

		Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	TOTAL BY TASK
Task 1	Fee						
	Labor Hours						
Task 2	Fee						
	Labor Hours						
Task 3	Fee						
	Labor Hours						
Task 4	Fee						
	Labor Hours						
Task 5	Fee						
	Labor Hours						
TOTAL BY PHASE	Fee						
	Labor Hours						

1.5 Evaluation Criteria

Providence Water may award to an individual Program Manager or not award as is deemed in its best interests. The evaluation and award method utilized by Providence Water will place a weighted emphasis on Providence Water's evaluation of each proposal as outlined below.

- i. Prior significant experience and performance of each proposing Program Manager.
- ii. Experience and Qualifications of personnel identified for core positions identified in this RFP, Providence Water may consider additional positions/personnel if they deem it in their best interest.

- iii. Understanding of the project and work, proposed scope of services and the soundness of the project management plan presented for the necessary services and delivering of the project, as presented in the proposal.
- iv. Cost versus value

The following table indicates the relative significance of each criterion to be used in determining the successful proposer:

Evaluation Criteria	Distribution
Firm's Prior Experience and Performance	30%
Experience & Qualifications of Key Personnel	25%
Understanding of the Work	25%
Cost versus Value	20%

Providence Water retains the exclusive right to determine the qualifications and capabilities of any Program Manager in providing needed services to Providence Water and to award in consideration of the best interest of Providence Water and the City of Providence.

1.6 Preparation of Proposals

Each proposal must be submitted with the Bidder's Blank provided herewith. In addition, each proposal must contain all required material as mentioned in this RFP and the City's upfront bid documents. Proposers shall submit one original and five copies of their proposal to the City Clerk.

Each proposal must be submitted in a sealed envelope bearing on the outside the name of the proposer, his address, and the name of the project for which the proposal is submitted. The envelope shall be clearly labeled "PROPOSAL DOCUMENTS." If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope addressed as specified above.

1.7 Determination of Qualifications

Providence Water may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to Providence Water all such information and data for this purpose as Providence Water requested in the RFP or later. Providence Water reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy Providence Water that such proposer is properly qualified to conduct the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

1.8 Addenda and Interpretations

No oral interpretation will be made to any proposer as to the meaning of the RFP. Every request for such an interpretation shall be made in writing to PW, Attention: Ms. Katherine Mello by email at

kmello@provwater.com or by mail at 125 Dupont Drive Providence, RI 02907. Proposers are encouraged to request a receipt that their questions have been received. Any inquiry received by end of business on the date questions are due will be given consideration. Every interpretation made to a Proposer will be in the form of an addendum to the RFP which will be distributed to each proposer, but it shall be the responsibility of the proposer to make inquiry as to addenda issued. All such addenda shall become part of the contract and all proposers shall be bound by such addenda.

1.9 Corrections

Erasures or other changes in the proposals must be explained or noted over the signature of the proposer.

1.10 Award of Contract and Rejection of Proposals

The contract will be awarded to the Proposer whose proposal is in the best interest of Providence Water. The proposer to whom the award is made will be notified at the earliest practicable date. Providence Water, however, reserves the right to reject all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the interest of Providence Water.

PW reserves the right to award one, multiple, or all the tasks provided on the bid form to the successful proposer. PW selectively awarding tasks shall not be grounds for additional compensation or additional time.

Providence Water reserves the right to consider a proposer to be unqualified to perform the work if the proposer does not habitually perform such work with in-house staff.

Methods used for selection of proposals are defined elsewhere in this RFP.

The Contract term shall run from date of execution of the Contract until December 31, 2027.

1.11 Notice of Special Conditions

Proposers/Selected Program Manager shall comply with **all terms and conditions** required within the various funding sources (e.g., EPA WIIN Grants, CDS, BIL, etc.). This includes Good Faith Efforts to ensure that disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by the EPA financial assistance funds.

1.12 Laws and Regulations

The proposer's attention is directed to the fact the ALL applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having authority over construction, reconstruction, alteration, remodeling, repair, or demolition shall apply to this contract throughout,

and they will be deemed to be included in the contract the same as though herein written out in full.

1.13 Proposers to Acknowledge Addenda

Proposers are required to acknowledge receipt of all addenda to the RFP on the Bidder's Blank in the space provided. Failure to acknowledge all addenda may cause the proposal to be considered not responsive, which would require rejection of proposal.

1.14 Occupational Safety and Health Act (OSHA)

The Successful proposer is to comply with all regulations of OSHA when applicable.

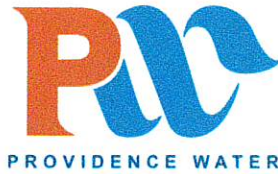
1.15 Withdrawal of Proposals

Proposals may be withdrawn personally or on written request dispatched by the proposer in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the proposer in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened.

1.16 Proprietary Information and Public Bidding

If a Proposer does not desire proprietary information disclosed as part of the public bidding process the Proposer must clearly identify all proprietary information being withheld in their bid. The Proposer must submit under a separate envelope titled "NOT A BID" all identified proprietary information for Providence Water to evaluate. All responses submitted become property of the City of Providence and are subject to the Public Information Act. All documentation shall be open for public inspection, except for Trade secrets and confidential information so identified by the Proposer.

Bid Form (See next page)



Program Manager – Accelerated Lead Service Line Replacement
Bid Form

1. Task 1 (Not to Exceed)

\$ _____

2. Task 2 (Not to Exceed)

\$ _____

3. Task 3 (Not to Exceed)

\$ _____

4. Task 4 (Not to Exceed)

\$ _____

5. Task 5 (Not to Exceed)

\$ _____

6. TOTAL PROJECT (Not to Exceed)

\$ _____

7. FIXED FEE (Profit)

\$ _____