



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

REQUEST FOR PROPOSALS

Item Description: ASH TREE TREATMENT FOR EMERALD ASH BORER, 2023

Date to be opened: Monday, April 10, 2023

Issuing Department: PARKS DEPARTMENT

QUESTIONS

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - 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: gdiroz@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:
 - **ALEXANDER J. ELTON**
 - **AEELTON@PROVIDENCERI.GOV**

Pre-bid Conference

NO PRE-BID CONFERENCE



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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.**



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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.)



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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 **\$500** 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.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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):



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

- 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.

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



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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					%

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



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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 need it 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?



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

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
Date Signed

Printed Name

Signature of City of Providence (or Designee (Only))
MBE/WBE Outreach Director

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

BID PACKAGE SPECIFICATIONS

1.0 Invitation to Bid

1.1 Background

The Department of Parks and the Board of Contract and Supply seek qualified bidders to submit bids for Ash Tree Treatment for Emerald Ash Borer, 2023. The work is funded by the City of Providence with matching grants from the Helen Walker Raleigh Tree Care Trust Fund of Rhode Island Foundation.

1.2 Project Scope

The scope of work involves injecting selected ash trees along City streets and in parks for Emerald Ash Borer using TreeAzin®, a systemic insecticide; and any other incidental work to perform this specified ash tree treatment in Providence. A list of tree locations will be provided to the contractor upon award.

1.3 Project Schedule

The successful bidder shall agree to commence work within two weeks of notification of bid award. **The successful bidder will be given a notice to proceed on or about April 24, 2023.** The work must be performed after leaf break, to coincide with manufacturer instructions for ideal treatment of Emerald Ash Borer, in close consultation with the Contractor and the City Forester.

Additional funds for ash treatment may be awarded if they become available. Original unit price bids will be used for any later awarded work.

The successful bidder shall agree to complete all assigned work by June 30, 2023.

2.0 Prevailing Wage Rates

All State (R.I.G.L. 37-16-6 and 37-13-7) and Federal (Davis-Bacon Wage Act) prevailing wage rate laws apply to this contract. The contractor will be asked to supply signed payroll sheets with each invoice to demonstrate compliance with prevailing wage rate laws.

3.0 Method of Award

3.1 The City has a fixed sum available for the proposed work. The quantity of work for each bid item is based on this available sum. The contract will be awarded based on the lowest total bid. The City reserves the right to award the contract with quantities that are equal to or less than the fixed sum available.

3.2 The City reserves the right to reject bids if sufficient funds are not available, if bidding irregularities occur, or if the City deems the bidder unqualified.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

3.3 The City reserves the right to reject the bid of any bidder who has previously failed to perform properly, to complete on time contracts of a similar nature, or has habitually and without just cause neglected the payment of bills or otherwise disregarded his obligations to subcontractors, material, or employees.

3.4 In determining the lowest responsible bidder, the following elements will be considered in addition to those mentioned above, as well as the qualifications outlined in section 7.

- Maintains a permanent place of business.
- Has adequate equipment and facilities available to do the work properly and expeditiously.
- Has suitable financial resources to meet obligations incidental to the work.
- Has appropriate technical experience in the scope of work called for in this project.

3.5 The Contractor is allowed to subcontract up to 35% of the job with prior written approval of the City Forester. The terms and conditions of the contract apply to the subcontractor. All required notices, work orders, and directives will be directed to the Contractor.

4.0 Project Coordination, Contractor Cooperation, and Safety

4.1 Responsibility: The contractor is responsible for all personnel involved in the work, including employees, subcontractors and suppliers of materials and equipment and/or labor. The Owner and/or the Owner's representative (i.e. City Forester) shall recognize only the selected contractor as party to this contract.

4.2 Scheduling and Work Progress: The Contractor and subcontractors shall cooperate to expedite the work. The selected Contractor shall be responsible for the progress of the work and shall schedule, and follow up, the work of all trades so as to avoid delays of any kind.

4.3 Working Hours: All work shall be performed during the five day, forty hour week, from Monday to Friday inclusive, between the hours of 7:00 am and 4:00 pm, except for legal holidays or unless otherwise directed by the City Forester. In the event that work is performed on a Saturday, Sunday, or Holiday, the City shall not be required to pay additional costs associated with payroll for overtime. No work shall be performed on streets adjacent to schools prior to 9:00 am or after 2:00 pm, when school is in session.

4.4 Traffic Control: The contractor shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades, and ground personnel to give safety, protection, and warnings to persons and vehicular traffic within the work area. Blocking of streets shall not be permitted unless prior arrangements have been made with the City of Providence Traffic Engineer and is coordinated with other city departments. Traffic control is the responsibility of the contractor and shall be accomplished in conference with local, state and federal highway safety codes. As directed by the City Forester, some busy streets may require police detail, payable under the contract "contingency" item.

4.5 Communication: The Contractor shall maintain daily communication with the City Forester during the course of the contract. At the time of the pre-construction meeting the Contractor shall furnish twenty-four (24)



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

hour telephone and cellular numbers of a responsible employee or members of his/her firm who can be reached in connection with the work performed under this contract.

4.6 Safety: All work must be in conformance with OSHA safety standards for pesticide applications. The contractor shall wear all necessary personal protective equipment (PPE) while handling and applying product to ash trees.

4.7 Damages and Spills: Damage committed by the Contractor to any person or property, public or private, are the total responsibility of the Contractor and shall be repaired or compensated for by the Contractor to the satisfaction of both the injured party and the City of Providence. In the case of spills, the contractor shall have the necessary personnel and equipment on site to handle clean up in accordance with the manufacturer's product label and MSDS.

4.8 Inspections: The City Forester (or representative) inspects work at his discretion. Immediate correction of any work not done to specifications will be communicated to the Contractor and shall be performed by the Contractor at no additional expense.

5.0 Payments

5.1 Partial payment invoices may be submitted monthly, and may only include trees/sites that have been inspected and approved by the City Forester (or representative).

5.2 The quantity paid for all items shall be a **unit price**, except for the contingency item. The **unit price** bid shall include all labor and items of cost to perform and complete the tasks as specified below, including required paper-work, travel, signage, overhead, profit, and all incidental work in accordance with the specifications to the satisfaction of the City Forester.

6.0 Experience

6.1 Upon request, the Contractor must provide documentation certifying that the company's work for the past three (3) years has been engaged with the performance of tree and landscape work.

6.2 Upon request, the Contractor must provide references from previous clients proving that the company has performed work on contracts of comparable size.

7.0 Quality Assurance

7.1 Work shall be undertaken by a professional landscape/arboricultural contractor, in possession of a valid Rhode Island Arborist License issued by the Rhode Island Department of Environmental Management (RI-DEM) under Rules and Regulations Title 2, Chapter 19, General Laws of Rhode Island, as amended, entitled "Licensing and Registration of Arborists."

7.2 The technician performing the work shall have a Pesticide Applicators License issued by the State of Rhode Island, and shall adhere to all City, State, and Federal rules and regulations.



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

7.3 Failure to be in compliance with the above requirements shall be grounds for immediate suspension and/or termination of the contract.

7.4 All work shall be performed in accordance with the most current revisions of the following professional standards, unless otherwise specified in this contract:

- American National Standards for Tree Care Operations: Tree, Shrub, and other Woody Plant Maintenance and Standard Practices A-300, published by the American National Standards Institute (ANSI).
- American National Standards for Arboricultural Operations: Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush – Safety Requirements Z-133.1 (ANSI).
- Occupational Health and Safety Institute (OSHA)

8.0 Equipment

8.1 All bidders must have in their possession or available to them by formal agreement at the time of bidding all materials, vehicles, and equipment necessary to perform the work. The EcoJect Tree Injection System shall be used, or equivalent as approved by the City Forester. The Contractor shall furnish a list of proposed vehicles and equipment to be used under this contract.

8.2 All equipment shall be in good working condition. The Contractor shall remove and replace any equipment in unsatisfactory condition or unsuitable for the required work as deemed by the City. Unacceptable equipment or lack of equipment shall be grounds for disqualification of the Contractor.

9.0 Utilities

9.1 The Contractor must take precautions against any injury to people and damage to property. Work operations may be conducted in areas where overhead electric, telephone and cable television facilities exist. Protect all overhead utilities from damage. The appropriate utility company shall be immediately contacted if damage should occur.

9.2 Excavation and work operations may be conducted where underground electric, water, sewer, gas, cable or other utility services exist. It is the Contractor's responsibility to detect and protect existing utilities (to remain) from damage during construction. Prior to start of construction the Contractor is required to notify:

Dig Safe System, Inc.
331 Montvale Avenue
Woburn, MA 01801
1-888-DIGSAFE (344-7233)
www.digsafe.com



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

9.3 The State of Rhode Island Code §39-1.2 mandates that the Contractor notify all underground utility operators in the area not less than forty-eight (48) hours and not more than thirty (30) business days before the start of excavation to ensure that utility service lines are properly marked prior to excavation. No physical alteration of public property shall take place unless the results of an inspection conducted by utility representatives contacted by Dig Safe Systems indicates the proposed construction site is clear of any and all underground utility lines.

9.4 The Contractor shall exercise reasonable care when working in close proximity to the underground public utility facilities of any public utility. If a utility is inadvertently damaged, the public utility shall be notified immediately by the Contractor prior to back filling the excavation. Upon the receipt of the notice, the public utility shall immediately dispatch personnel to the subject location to effect temporary or permanent repair of the damage. Under no circumstances shall the Contractor back fill or conceal the damaged area until the public utility arrives at the subject location. Upon the occurrence of a serious electrical short, or the escape of dangerous fluids or gases from a broken line, the Contractor shall evacuate the immediate area while awaiting the arrival of the public utility personnel.

10.0 Work Items

Item #1 Inject Ash Trees with Insecticide

Work: Under this item the Contractor shall perform trunk injections of ash trees to control for Emerald Ash Borer using TreeAzin®, in accordance with the plans, specifications and directions of the City Forester.

Product and Storage: The contractor shall be responsible for purchasing, storing, and using TreeAzin® for ash tree treatments. The contractor is required to submit the product label and MSDS prior to commencing work, and shall notify the City where the chemical will be stored during the treatment period.

Method: TreeAzin® shall be injected into ash trees according to the product label.

Injections shall be made into the trunk at the root flare, or as close to the root flare as possible. The contractor shall use 15/64" high helix drill bits for drilling injection holes. In order to maintain high efficiency of drill bits, the contractor shall dispose of old drill bits after every 100 inches of DBH (diameter at breast height). (BioForest provides 1 free drill bit per 2 liters (2,000 ml). This equates to 160" of DBH at the 12.5 ml/inch rate to ensure sharp drill incisions.) The injection hole shall be .75 inch to 1 inch deep, in order to maximize the delivery of TreeAzin® into the tree.

The product shall be injected into ash trees using the EcoJect Tree Injection system or equivalent as approved by the City Forester. The contractor shall be responsible for cleaning the injection system daily to maintain high efficiency.

TreeAzin® shall be injected at a rate of **12.5 ml/inch of DBH** due to the fact that EAB has been discovered in the City of Providence.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Signage: The contractor shall attach signage to ash trees not less than 48 hours in advance of treatment for EAB. Signage will be provided by the City Forester. The contractor shall remove signage 48 hours after treatment. Treatments on school grounds and in parks may require additional notification, at the direction of the City Forester.

Ash Tree Locations: The contractor will be provided with an address list and map of ash tree locations upon award of contract. Selected trees will be along City streets, in City parks, and on public property and will be readily accessible. Trees will be pre-selected by the City Forester based on a ranking system considering size of tree; condition; site considerations such as infrastructure conflicts; prominence and neighborhood equity considerations; and other criteria. All trees will be between 12” and 40” diameter.

Schedule: The contractor and the City Forester shall agree to a schedule of work to be performed based on Growing Degree Days (GDD). Treatment is expected to occur mid-May through June 30, after trees have leafed out. The contractor is responsible for reporting on which ash trees have been treated on a weekly basis.

Measurement and Payment: The quantity paid for under this item shall be the number of inches of diameter, measured at 4.5 feet above the ground (DBH), of ash trees treated, in accordance with the specifications of the City Forester.

The price bid shall be a unit price per **diameter inch (DBH)** of ash trees treated, and shall include all labor, materials, and equipment necessary and all incidental work in accordance with the specifications to the satisfaction of the City Forester.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

**Ash Tree Treatment for Emerald Ash Borer, 2023
Bid Blank – Unit Prices**

Item	ITEM	UNIT	EST. QTY	UNIT COST	TOTAL
1	Inject Ash Trees with Insecticide*	DBH inch	2,700		

*all treated trees will be between 10 inch and 40 inch DBH

Total Bid



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

SUPPLEMENTAL BID FORM

To whom it may concern:

1. The undersigned, having familiarized (himself) (themselves) (itself) with the **ASH TREE TREATMENT FOR EMERALD ASH BORER, 2023** bid affecting the cost of work, and with the Contract Documents (which includes the Invitation for Bids, Instructions to Bidders, Form of Bid Bond, Form of Agreements, form of Non-Collusive Affidavit, Addenda (if any), Drawings, Technical Specification, Form of Surety Bond(s); as prepared by the Providence Parks Department, and on file in the office of the City Clerk 3rd Floor, City Hall, Providence, RI 02903, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and to perform such other required work for the **ASH TREE TREATMENT FOR EMERALD ASH BORER, 2023** and such other required and incidental work, complete, all in accordance with the above listed documents and for the unit prices for work in-place for the following items and quantities.

2. In submitting this Bid, the bidder understands that the right is reserved by The Providence Parks Department to reject any and all Bids, If written notice of acceptance of this Bid is mailed, telegraphed or delivered to the undersigned within (90) days after the opening thereof, or at any time thereafter before this Bid is withdrawn, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bond within (10) days after the Agreement is presented to him/her for signature.

Herewith in accordance with the instructions to Bidders.

3. Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this. Bid or any bids for the Contractor for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.

4. Application unit prices are contained in the Agreement (established as the result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the City of Providence may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the application unit prices specified in the Contract.

5. The City of Providence reserves the right to determine the lowest responsible Bidder based on past experience with the City and/or recommendations by City and/or state agencies with an interest in this procurement. The City reserves the right to award the project to the appropriate bidder in the best interest of the City of Providence.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregation facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, term "segregation facilities" means any waiting rooms, work rooms, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employee which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from provisions of the Equal Opportunity Clause, and that he /she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. & 1001.



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

DATE _____, 20__

Name of Bidder and Official Address:

Name of Authorized Representative (Contact):

By _____

(Signature)

Title _____

E-Mail: _____

Phone: _____

Bidder shall indicate, in space provided,
the earliest possible Project Start-up Date: _____, 20__

ADDENDA: The undersigned acknowledges receipt of the following Addenda, if any, and has included the provisions thereof in this Bid (If Any):

<u>Addendum No.</u>	<u>Date</u>
_____	_____, 20__
_____	_____, 20__

<u>Addendum No.</u>	<u>Date</u>
_____	_____, 20__
_____	_____, 20__

Sub-Contractors (If Any):

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**

Name: _____ **Scope of Work:** _____ **MBE / WBE**



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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**
- **W-9 FORM**



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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 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



**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

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.