

REQUEST FOR QUALIFICATIONS

Item Description: EMERGENCY VETERINARY SERVICES

Date to be opened: MAY 22, 2023

Issuing Department: POLICE 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.

o Email: purchasing@providenecri.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

o Phone: (401) 680-5766

- o 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:
 - o Erika Cole, Director, Providence Animal Control
 - 0 401-680-7591
 - o ecole@providenceri.gov

Pre-bid Conference

No Pre-bid Conference



INSTRUCTIONS FOR SUBMISSION

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the <u>Department of the City Clerk. Room</u> <u>311, City Hall. 25 Dorrance Street, Providence.</u> At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Room 305, 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 RFQ 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 <u>do not</u> 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.



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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete.</u>

- Bidder's Proposal/Packet: Formal response to the specifications outlined in this RFQ, 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.



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.)



BID TERMS

1.	and mu this	nancial assurances may be required in order to be a successful bidder for Commodity or Construction of Service contracts. If either of the first two checkboxes below is checked, the specified assurance ast accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The red checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to 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.		wards will be made within sixty (60) days of bid opening . All bid prices will be considered firm, less qualified otherwise. Requests for price increases will not be honored.
3.	Fai acc	cordance with the general specifications. It is agreed that deliveries and/or completion are subject to likes, 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.



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.

Tame of Bidder (Firm or Individual):
Contact Name:
susiness Address:
Susiness Phone #:
Contact Email Address:
grees to bid on (Write the "Item Description" here):
f 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
rocess that is located within Rhode Island
Delivery Date (if applicable):
Tame of Surety Company (if applicable):
'otal Amount in Writing*:
'otal Amount in Figures*:
If you are submitting a unit price bid, please insert "Unit Price Bid"
se additional pages if necessary for additional bidding details.
Signature of Representation
Titl



BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	on behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
bei	ng its	(Title or "Self"), hereby certify that:
1.	Bidder does not unlawfully discriminate on the basi orientation and/or religion in its business and hiring	
2.	All of Bidder's employees have been hired in comp laws, rules and regulations.	liance with all applicable federal, state and local
I at	ffirm by signing below that I am duly authorized on b	ehalf of Bidder, on
this	sday of2	20
		Signature of Representation
		Printed Name



BID FORM 3: Certificate Regarding Public Records

Upon	behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
being	its	(Title or "Self"), hereby certify an
under	standing that:	
 2. 4. 5. 	(RFQ's), documents contained record upon receipt by the City and Supply (BOCS) meeting. The Purchasing Department and effort to request that sensitive/p department and only at request vendor's bid. The requested supplemental information that has defined supplemental information th	Requests for Proposals (RFP's) and Requests for Qualification hin, and the details outlined on those documents become public ork's office and opening at the corresponding Board of Contract the issuing department for this RFP/RFQ have made a conscious onal information be submitted directly to the issuing erification of specific details is critical the evaluation of a mation may be crucial to evaluating bids. Failure to provide fication, or an inability to appropriately evaluate bids. It been requested is enclosed or if a bidder opts to enclose the prior to the issuing department's request in the bidding packet the providence has no obligation to redact those details and the information becoming public record. Public and transparent bidding process. Information required in mitted directly to the issuing department at the discretion of the formation, such as pricing terms, from becoming public. Bidders disqualified.
I affir	m by signing below that I am dul	nthorized on behalf of Bidder, on
this	day of	
		Signature of Representation

Printed Name



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.



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/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 property. 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.



MBE/WBE PARTICIPATION AFFIDAVIT Project /Item Description (as seen on RFP):

Prime Bidder: Company Name, Address and Trade:	Contact Email and	Phone
Which one of the following describes your busine certification with the State of Rhode Island?		ty and/or Woman-Owned Business EnterpriseNeither MBE nor WBE
representative of contractor, I make this Affida It is the policy of the City of Providence that mind have the maximum opportunity to participate in prof of the Providence Code of Ordinances and Chapter participation goals apply to contracts.	avit: ority business enterprises (Morocurements and projects as er 31-14 et seq. of the Rhode	BEs) and women business enterprises (WBEs) should prime contractors and vendors. Pursuant to Sec. 21-52 Island General Laws (as amended), MBE and WBE
The goal for Women's Busin	ness Enterprise (WBE) partic	pation is 10% of the total bid value. ipation is 10% of the total bid value. is 20% of the total bid value.
Providence (MBE/WBE Office), copies of all exe	npany must submit to the Mi ecuted agreements with the s	ertified businesses. Initialnority and Women's Business Coordinator at the City of ubcontractor(s) being utilized to achieve the participation se documents must be submitted prior to the issuance
I understand that, if awarded the contract, my required by the MBE/WBE Office on a quarter contract. Initial		
	WBE firm(s) to meet the par	ctor(s) identified in my Statement of Intent, I understand ticipation goals. <u>I understand that I may not make a Office.</u>
If awarded this contract, I understand that autrecords and files of my firm from time to time, firm is complying with the City's MBE/WBE provided in the complete provided in the contract of	to the extent that such mat participation requirements nalty of perjury that the co	the City of Providence may examine the books, terial is relevant to a determination of whether my ntents of the foregoing Affidavit are true and correct
Signature of Bidder Company Name	Printed Name Date	



SUBCONTRACTOR DISCLOSURE FORM

		D' MAI	66			
		_ Primary NAI	CS			
ease check	off MBE a	and WBE where	e applicable. The dire			
MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract		
				\$		
				\$		
				\$		
				\$		
				\$		
				\$		
UNT:				\$		
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):						
			Es.		0	
than 20% (Box (F) ar	d the prime co	ontractor is NOT a Rh	ode Island State-certified MBE or		
	DUNT: CTED AM CONE BY MOF A, B, ONTRACTH d multiply in the control of the co	clude the total dollar velease check off MBE avww.mbe.ri.gov. Busing MBE WBE MBE WBE DUNT: CTED AMOUNT: CTED AMOUNT: CONE BY THE PR M OF A, B, C, & D): CNTRACTED TO MIN depend acknowledging years than 20% (Box (F) and walver requests).	clude the total dollar value that you p lease check off MBE and WBE where www.mbe.ri.gov. Business NAICS co MBE WBE Primary NAICS Code DUNT: CTED AMOUNT: CTED AMOUNT:	clude the total dollar value that you propose to share with elease check off MBE and WBE where applicable. The dire www.mbe.ri.gov. Business NAICS codes can be found at MBE WBE Primary NAICS Mobilization Code DUNT: CTED AMOUNT: CTED AMOUNT: CODE BY THE PRIME CONTRACTOR: MOF A, B, C, & D): ONTRACTED TO MBES AND WBES. dimultiply result by 100). Coment acknowledging you understand. If the percentage of the total contractor is NOT a Rh. WAIVER REQUEST FORM for consideration by Cit.	clude the total dollar value that you propose to share with each subcontractor and lease check off MBE and WBE where applicable. The directory of all state-roww.mbe.ri.gov. Business NAICS codes can be found at MBE	

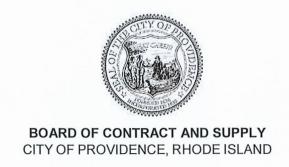


MBE/WBE Waiver Request Form

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.

recommend a bidder for award if	this form is not included, abso	ent or is not signed by the city o	f Providence MBE/WBE director.	
Prime Bidder:		Contact Email and Phone		
Company Name, Address:				
Project /Item Description (as seen	on RFP):			
To receive a waiver, you must list whom you interacted, and the reas			e name of the primary individual w ject.	
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?	
	\			
waiver of % MBE/WBE	(20% minus the value of Bo	x F on the Subcontractor Disclo	f the total bid value. I am requesting sure Form). If an opportunity is ffort will be made to select MBE/W	
Signature of Prime Contractor / or Date Signed	r Duly Authorized Representa	ative Print	ed Name	
		Distance of the control of the contr		
Signature of City of Providence (o MBE/WBE Outreach Director	• • •	Printed Name of City of Provid BE Outreach Director	ence Date Signed	



BID PACKAGE SPECIFICATIONS

This request for Qualifications (RFQ) is to create a list of veterinarians, veterinary clinics or hospitals to provide emergency veterinary services for the Providence Police Department's Animal Control Shelter. The term of this procurement shall run through December 31, 2024.

SEE ATTACHED

REQUEST FOR QUALIFICATIONS

EMERGENCY VETERINARY SERVICES

This Request for Qualifications (RFQ) is to create a list of Veterinarians, Veterinary clinics, or hospitals to provide emergency veterinary services for the Providence Police Department's Animal Control Shelter. The term of this procurement shall run through December 31, 2024.

General Description

Qualifications

Be able to provide emergency care within thirty (30) minutes of being notified of the emergency.

Perform individual euthanasia's on an emergency basis as requested by the Shelter's Director within thirty (30) minutes of notification, or at the request of the Director of the Animal Shelter.

The offeror of veterinary medicine shall maintain accurate records of all procedures performed. Records must include:

- 1. Date and time when animal is transported to vendor
- 2. The date if surgery is performed
- 3. The exact procedures and services provided while in the care of the vendor of veterinary medicine
 - 4. The date when the animal is released

It is understood that treatment/medication cost estimates must be approved by an ACO (Animal Control Officer) and the Director of Animal Control or his/her designee.

It shall be the responsibility of the applicant to provide medical services in conformity with the generally accepted practices of the industry.

A vendor must be agreeable to the City's terms and conditions of payment. Acceptance of purchase order and payment terms are Net 30 upon receipt of & approval of invoice.

License, Training & Other Requirements

All personnel shall be trained and licensed in accordance with the State of Rhode Island and shall further comply with all other applicable State and Federal laws in the performance of their duties.

The Offeror(s) shall be required to provide a copy of its Veterinarian License(s) and Veterinary Technician License(s) and any training certifications for each of its' personnel that would be assigned or dedicated to providing services to this scope of work. The Offeror shall

ensure that the City maintains a current copy of all such required licenses and training certificates for its staff throughout the life of this RFQ.

Insurance Requirements

- Commercial General Liability Insurance: Minimum Limit of \$500,000 per occurrence and aggregate minimum of \$500,000 per bodily injury and property damage.
- Workers Compensation Insurance: Will be in effect and kept current in accordance with all applicable laws and regulations of the State of Rhode Island.

Name of Prop	poser:				
Phone No					
Street Addres	ss:				
City/Town:			State:	Zi	p code:
Email:					
Website:					_
Hours of Ope	eration:				
Sunday	Yes	No	Times:	a.m	p.m.
Monday	Yes	No	Times:	a.m	p.m.
Tuesday	Yes	No	Times:	a.m	p.m.
Wednesday	Yes	No	Times:	a.m	p.m.
Thursday	Yes	No	Times:	a.m	p.m.
Friday	Yes	No	Times:	a.m	p.m.
Saturday	Yes	No	Times:	a.m	p.m.
	fication Inf	ormation (Subn	nit additional inf	formation if no	ecessary)
Name:					×
License Type	e:				
License Num	nber:				



SUPPLEMENTAL INFORMATION

If the issuing department for this RFQ 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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record.</u> 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.
- USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.
- E.G. PROOF OF INSURANCE



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 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.