



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

# **REQUEST FOR PROPOSALS**

**Item Description: Big Hill Timber Harvesting Services**

**Date to be opened: MAY 23, 2023**

**Issuing Department: Providence Water**

## **QUESTIONS**

- Please direct questions relative to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenecri.gov](mailto: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
  - Phone: (401) 680-5766
  - Email: [gdiaz@providenceri.gov](mailto: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:
  - Robert Macmillan - Sr. Forest Supervisor
  - [robertm@provwater.com](mailto:robertm@provwater.com)

## **Pre-bid Conference**

**Pre-bid meeting to be held on May 9 at 8:30 AM. Meeting site is at wooden gate across from utility poles 26-27 on George Washington HWY in the Town of Scituate.**



**BOARD OF CONTRACT AND SUPPLY  
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**INSTRUCTIONS FOR SUBMISSION**

Bids may be submitted up to **2:15 P.M.** on the above meeting date at the **Department of the City Clerk, Room 311, City Hall, 25 Dorrance Street, Providence.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract Meeting in Room 305, on the 3<sup>rd</sup> floor of City Hall.

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

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

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

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

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



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**BID PACKAGE CHECKLIST**

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

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

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

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

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

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

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



**BOARD OF CONTRACT AND SUPPLY  
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**NOTICE TO VENDORS**

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





**BOARD OF CONTRACT AND SUPPLY  
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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$2,000.00 must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and Acts of God.

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

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

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

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



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**BID FORM 1: Bidders Blank**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Title



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

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

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

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

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

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

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

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

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



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

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

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

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

understanding that:

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

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

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

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

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





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**WBE/MBE Form Instructions**

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

The goal for Minority Business Enterprise (MBE) participation is **10%** of the total bid value.

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

The goal for combined MBE/WBE participation is **20%** of the total bid value.

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

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

**Bid Requirements:**

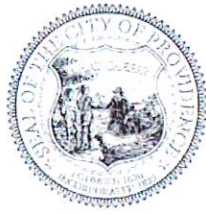
**All Bidders:** All bidders **must complete and submit the *MBE/WBE Participation Affidavit*** indicating whether or not they are a state-certified MBE/WBE and acknowledging the City's participation goals. Submission of this form is **required with every bid**. **Your bid will not be accepted without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

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

***Subcontractor Utilization and Payment Reports*** with each invoice.

**Waiver Requests:**

- a) If the percentage of the total amount of the bid being awarded to MBE or WBE vendors is less than 20% (Box F on the Subcontractor Disclosure Form) and the prime contractor is not a Rhode Island State-certified MBE or WBE, the Bidder must complete the *MBE/WBE Waiver Request Form* for review.
- b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to meet the city's goal of a combined 20% of MBE and WBE participation.
- c) If the contractor is a nonprofit organization, the City of Providence requires the nonprofit organization to provide the *MBE/WBE Participation Affidavit Form* and proof of its nonprofit status.
- d) If the contractor has researched the RI Certified minority list (<http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>) and the state does not have any companies in the desired trade, the City of Providence requires the contractor to provide the *MBE/WBE Participation Affidavit Form*.
- e) Waivers will be considered for approval on a case-by-case basis.



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**Verifying MBE/WBE Certification**

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

**Form Instructions:**

Access all bid forms from <http://www.providenceri.gov/oeo/> or <http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved properly. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

**Assistance with Form Requirements**

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

**Contract Requirements:**

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto: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](mailto: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](mailto:gdiaz@providenceri.gov) or (401) 680-5766.



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**MBE/WBE PARTICIPATION AFFIDAVIT**

Project /Item Description (as seen on RFP):

\_\_\_\_\_

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_

Company Name, Address and Trade: \_\_\_\_\_

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

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

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

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

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

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

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

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

Initial \_\_\_\_\_

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

Initial \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date





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**SUBCONTRACTOR DISCLOSURE FORM**

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

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

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

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

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

<https://www.naics.com/search/>

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

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

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

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







**BOARD OF CONTRACT AND SUPPLY  
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## **BID PACKAGE SPECIFICATIONS**



**BOARD OF CONTRACT AND SUPPLY  
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## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- PROOF OF INSURANCE



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**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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.

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.

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

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.

## Certificate of Insurance

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

**Providence Water**

125 Dupont Drive

Providence, RI 02907

Attention: Elizabeth Paquin

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

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

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



5. Certificate must read "The City of Providence, Providence Water, its Officers and Agents are named as additional insured."
6. Certificate Holder provision of the certificate must list "The City of Providence and Providence Water."
7. Cancellation and/or reduction in coverage must provide 30 days' notice.
8. The successful bidder must produce a satisfactory Certificate of Insurance within 10 days after award. No work will begin or contract signed unless all these requirements are met. Failure to do so may result in the cancellation of the award and award to another bidder.
9. The insurances specified shall be carried until all work required to be performed under the terms of the CONTRACTOR's services are satisfactorily completed and for a period of at least two years after the date when final payment becomes due. Failure to carry or keep such insurance in force shall constitute a violation of the contract, and the Providence Water \ maintains the right to stop work and/or withhold payment until proper evidence is provided.
10. The insurance shall provide for 30 days' prior written notice to be given to the Providence Water in the event coverage is substantially changed, canceled, or not renewed.
11. In no case shall the coverage limits stated for Commercial General Liability, Automobile Liability, or Professional Liability insurance stated above be less than the total contract amount. If the total contract amount exceeds any stated limit, the limit shall be adjusted to the satisfaction of the OWNER to the next highest \$1,000,000.00 exceeding the total contract amount.
12. Providence Water maintains the right to modify, delete, alter or change these requirements.
13. The successful bidder understands and agrees that any insurance protection furnished by the CONTRACTOR hereunder shall in no way limit its responsibility to indemnify and save harmless Providence Water.
14. For additional Information contact Elizabeth Paquin at (401)521-6300 ext. 7227

(SAMPLE ATTACHED)







## *Big Hill Timber Harvesting Services*

Providence Water (PW) is seeking proposals for the sale and harvesting of standing timber in the Towns of Foster and Scituate, Rhode Island.

Providence Water estimates 113,093 board feet of hardwood, 1,501 board feet of white pine and 383 cords of hardwood cordwood are marked for harvest on approximately 85 acres. There is an estimated additional 113 cords in tops of sawtimber trees not included in the volume summary. The Scope of Services (Schedule A), volume summary (Schedule B) and map of the harvest area (Schedule C) are attached. No guarantee of the volume available for harvest is made, it is the responsibility of the bidder to review the project area and evaluate it for themselves. The successful bidder will have until June 30, 2025 to complete all aspects of this operation.

**The Hon. Brett P. Smiley**  
Mayor

**Ricky Caruolo**  
General Manager

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### BOARD OF DIRECTORS

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Member

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Secretary

**William E. O'Gara, Esq.**  
Legal Advisor

Interested parties may view the area to be harvested by meeting near the wooden gate near utility pole #26-27 on the west side of George Washington HWY in the Town of Scituate on **May 9, 2023 at 8:30 AM**. If unable to attend other arrangements may be made by calling PW Forester Rob MacMillan at (401) 521-6300, ext. 7318.

Bids must be submitted on the attached bid sheet and received by the Department of the City Clerk, City Hall, no later than 2:00 PM on **May 22, 2023** when they will be opened and read aloud in the Chamber of the City Council on the third floor of Providence City Hall. A check in the amount of \$2,000.00 made payable to Providence Water to be used as a performance bond for the successful bidders must accompany the bid. The unsuccessful bid bonds will be returned after award of the contract to the successful bidder.

Successful bidder will be required to sign a formal written agreement prior to starting work. A copy of the standard agreement will be available for review at the pre-bid meeting. The agreement will include but is not limited to the following.

### Payment Schedule

Payment shall be in the form of a check made payable to Providence Water. Payment schedule will be as follows: one-quarter (25%) of the lump sum bid **due 90 days after contract award or at contract signing, whichever occurs first**; one-quarter (25%) **due at harvest start or 180 days after contract award date, whichever occurs first**; one-quarter (25%) **due 270 days from contract award date, or upon 50% completion of harvesting activities, whichever occurs first**; and the final 25% **due 360 days after contract award or upon 75% completion of harvesting activities, whichever occurs first**. Payments will be made to the Providence Water Forester in charge of the project. If payment is not made on time,

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### MEMBER

Rhode Island Water Works Assn.  
New England Water Works Assn.  
American Water Works Assn.  
Water Research Foundation

An EPA WaterSense Partner

**(401) 521-6300**

125 Dupont Drive  
Providence, RI 02907

**www.provwater.com**

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facebook.com/Providencewater

all work on the harvest will stop and the Operator will not be allowed on Providence Water property until payment has been made.

### **Work Requirements**

1. In order to supervise this contract all work must be done during the normal work week. For the purpose of this contract, a normal week is defined as **Monday through Saturday**. No work will be allowed on Sundays or the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; and Christmas Day.
2. All timber harvesting activities are to be performed between the hours of **7:00 am and 7:00 pm**. Activities not related to timber harvesting such as performing equipment maintenance and loading forest products onto trucks for off-site delivery may occur outside these hours with prior approval from Providence Water personnel.
3. Material less than 4" in diameter is to be left on site and in the woods.
4. All broken, uprooted trees, hung trees, and spring poles resulting from the Operator's activities will be cut and left in a safe condition.
5. Contract signing and filing of a Intent to Cut form with the RI DEM Division of Forest Environment will be accomplished at least seven (7) days before harvesting activities are to begin. The fee for filing the Intent to Cut form is the responsibility of the Operator.
6. The Operator shall be responsible for compliance with any and all federal, state, and local permits required. The Operator shall obtain and pay for all permits required for this work, including RIDOT Physical Alteration Permits and Town Driveway Permits, if applicable.
7. Logging will not be carried out between March 15 and May 15, unless unseasonably dry conditions permit logging activity, at the discretion of PW. Any suspended time during these two months, will not be added to the length of the contract.
8. Contractor will perform Timber Harvesting Work as described in the Scope of Services – Schedule A (attached).

### **Bidding Requirements**

1. All required information must be submitted with the bid for it to be valid and considered.
2. The bid shall be a lump sum price for the timber to be harvested from the area shown on the enclosed map designated as Schedule C, an estimate of the volume from the area being on Schedule B. The bid will include unit prices payable to Providence Water for additional timber that may become available or offered by Providence Water to the contractor for harvest. The volume for additional timber will be based on accepted practices.
2. The bid shall include a list of harvesting equipment to be used during this project. Any equipment not on this list, which the Operator wishes to utilize, is subject to PW written approval prior to use.
3. The bid shall include a list of sub-contractors, if any, the Operator intends on using during this harvest. Any sub-contractor not on this list, which the Operator wishes to utilize for this harvest is subject to PW written approval prior to use.

4. The bid shall include a two thousand-dollar (\$2,000.00) bid bond in the form of a check made payable to Providence Water which will become a performance bond for the successful bidder.

### **Insurance Requirements**

1. The Operator shall maintain General Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) for the duration of this contract and for one year after completion of the contract. The Operator shall submit evidence of insurance to the Providence Water's General Manager. The designated insurance carrier shall submit insurance endorsements listing the City of Providence, Providence Water, its officers and agents as co-insured on the General Liability Insurance in accordance with the requirements of the City of Providence. Carrier shall be a company with no less than B rating and shall provide thirty (30) days advance written notice of cancellation or termination to Providence Water's General Manager. An example of this document and how it must be filled out is attached.

2. The Operator shall show proof of Worker's Compensation and Occupational Disease Insurance covering all employees of the Operator with limits of not less than \$1,000,000 for each accident or illness. If exempt from Worker's Compensation Insurance, a Notice of Designation as an Independent Contractor Pursuant to RI General Law 28-29-17.1 form, with the Providence Water Supply Board listed as the hiring entity must be correctly completed and filed before work is to begin. As the hiring entity, Providence Water will receive by mail a "Notice of Designation" that will serve as evidence of the filing.



# ***BIG HILL TIMBER HARVESTING SERVICES***

## **SCHEDULE A**

### **SCOPE OF SERVICES**

#### **(I) TIMBER HARVESTING**

- Harvest approximately 114,594 board feet sawtimber and 383 cords of hardwood fuelwood. Trees have been marked with blue paint at eye and stump level.
- No chipping of tops permitted, material less than 4" in diameter to be left on site. If utilizing whole tree skidding to a central site for delimiting, branches and material less than 4" in diameter to be evenly spread around the harvest area.
- Leave standing dead trees that are not marked with blue paint standing unless they become a safety hazard. These dead trees are being retained for their wildlife value.
- Improve  $\pm 250'$  of existing access road from George Washington Hwy to area designated as log landing. Improvements shall be made so that log hauling trucks can access the landing. If an alternative landing area is approved and utilized this section of access road will still be improved for use by pickup truck type vehicle.

**Providence Water**  
**Big Hill Timber Harvest**  
**Schedule B - Volume Estimate**

DBH	No. Trees	BF	No. Trees	BF	No. Trees	BF	No. Trees	BF	No. Trees	BF	No. Trees	BF	DBH
12	6	411	64	2,492	17	562	10	300	19	622	9	322	12
14	7	900	146	11,709	82	6,193	74	6,019	46	3,338	47	3,215	14
16	1	190	103	14,359	57	8,188	55	8,420	23	2,697	16	2,066	16
18			70	13,872	25	5,045	25	5,240	9	1,513	3	456	18
20			19	4,753	10	2,587	5	1,418					20
22			4	1,080	4	1,159							22
24													24
26													26
28													28
30													30
32													32
34													34
Total	14	1,501	406	48,265	195	23,734	169	21,397	97	8,170	75	6,059	Total
	Avg DBH 13.3"		Avg DBH 15.2"		Avg DBH 15.4"		Avg DBH 15.3"		Avg DBH 14.5"		Avg DBH 14.3"		Avg DBH 15.2"
	Avg BF/tree 107		Avg BF/tree 119		Avg BF/tree 122		Avg BF/tree		Avg BF/tree 84		Avg BF/tree 81		Avg BF/tree 107

Hardwood cordwood (Live)			
DBH	No. Trees	Cds/Tree	Cords
6	225	0.02	4
8	562	0.06	34
10	863	0.12	101
12	856	0.20	173
14	93	0.29	27
16	9	0.36	3
18	3	0.44	1
20		0.52	0
22		0.74	0
Totals	2,611		344

Gross volume to a 4" top

Hardwood cordwood (Dead)			
DBH	No. Trees	Cds/Tree	Cords
6		0.02	0
8		0.06	0
10	2	0.12	0
12	20	0.20	4
14	64	0.29	19
16	36	0.36	13
18	7	0.44	3
20		0.52	0
22+		0.74	0
Totals	129		39

Gross volume to a 4" top

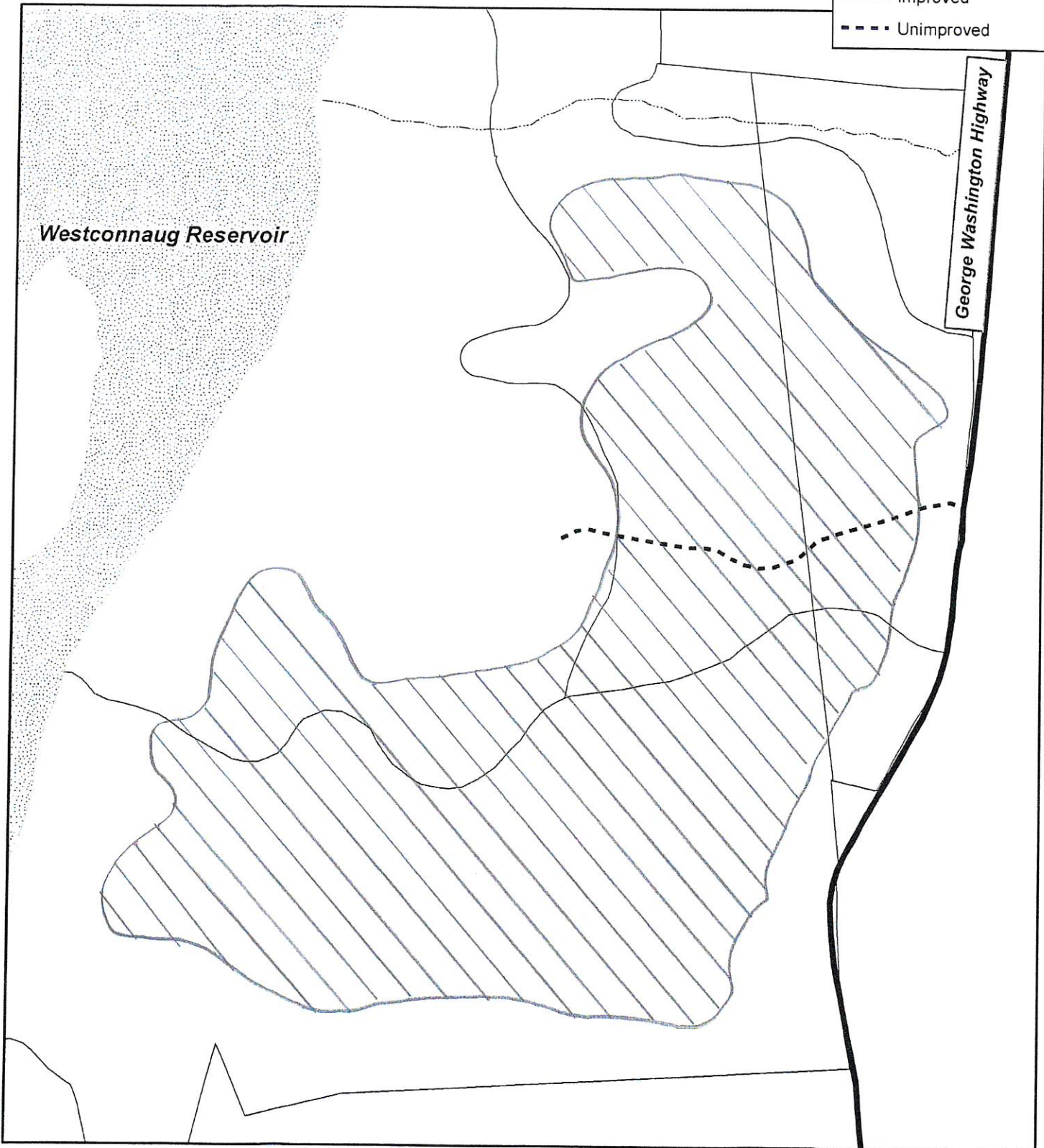
**PROVIDENCE WATER**  
*Big Hill Timber Harvest*  
*Schedule C -- Map*



1 inch = 400 feet

**LEGEND**

- Stream
- Public Roads
- ForestStands2011
- Reservoirs
- PWSB Firelanes**
  - Improved
  - Unimproved



**The Honorable Brett Smiley  
 Board of Contract and Supply  
 City Hall, Room 311  
 Providence, RI 02903**

**BIDDER'S BLANK**

<b>Name of Company:</b>	
<b>Agrees to Bid on:</b>	Big Hill Timber Harvesting Services For Providence Water
<b>Date of Award:</b>	
<b>Total Amount in Writing:</b>	
<b>Total Amount in Figures:</b>	

Additional bidding details - use additional pages if necessary.

Conforms to Specifications ( )

Modifications to Specifications ( )

If so Please Note.

Upon signing and submitting this bid, the bidder acknowledges that he/she read and agrees to abide by all the terms and conditions in the attached specifications.

**MINORITY PARTICIPATION :** \$ \_\_\_\_\_

<b>Federal ID# or Social Security:</b>	
<b>Signature:</b>	
<b>Title of Person Signing:</b>	
<b>Firm Name:</b>	
<b>Address:</b>	
<b>Phone Number:</b>	
<b>Name of Surety Company:</b>	

