



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

INVITATION FOR BIDS

Item Description: PLUMBING SERVICES – GENERAL REPAIRS/MAINTENANCE – OPEN ENROLLMENT – THREE-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS

Procurement/MinuteTraq #: 40916

Date to be opened: June 20, 2023

Issuing Department: Public Property

QUESTIONS

- Please direct questions related 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 “**Solicitation 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
 - 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:
 - Name: Yaremi Hernandez-Grullon
 - Title: Purchasing Strategy Manager
 - Email Address: yhernandez@providenceri.gov

Pre-bid Conference

There is no pre-bid conference scheduled for this item.



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INSTRUCTIONS FOR SUBMISSION

Opening Meeting Date: 6/20/2023

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 Conference 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 solicitation 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 solicitation. If you have an old version of a form do not recycle it for use in this bid.
- The bid envelope and information relative to the bid must be addressed to:

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

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

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

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



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BID PACKAGE CHECKLIST

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

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-15) 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 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
 - a) A certified check for \$_____ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
 - b) A bid bond in the amount of _____ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
 - 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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BID FORM 4: Affidavit of City Vendor

Per our Code of Ordinances [Sec. 21.-28.1 \(e\)](#), this form applies to a) the business, b) any political action committee whose name includes the name of the business, c) all persons holding ten (10) percent or greater equity interest or five thousand dollars (\$5,000.00) or greater cash value interest in the business at any time during the reporting period, d) all executive officers of the business entity, e) any spouse or dependent child of any individual identified in a) though d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), "Business" means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: _____

Position in the "Business" _____

Name of Entity _____

Address: _____

Phone number: _____

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): _____

Read the following paragraph and answer one of the options:

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

a. Members of the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

b. Candidates for election or reelection to the Providence City Council? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

d. Candidates for election or reelection to the office of Mayor of Providence? Yes No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

Signed under the pains and penalties of perjury.

Position



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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 37-14, 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: <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office>

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:

1. **All Bidders:** All bidders **must complete and submit the *MBE/WBE Participation Affidavit (page 13)*** 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.**
2. **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.
3. **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 (page 14)*** and obtain approvals prior to bid submission.
 - b) If the prime contractor company has the capacity to perform the whole project, the City of Providence requires the contractor to complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
 - c) If the contractor is a nonprofit organization, they are not required to complete the ***MBE/WBE Waiver Request Form***. However, 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 (<https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/minority-business-enterprise-mbe>) and the state does not have any companies in the desired trade, the contractor must complete the ***MBE/WBE Waiver Request Form (page 14)*** and obtain approvals prior to bid submission.
 - 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 in a contract is certified by the Rhode Island Minority Business Enterprise Compliance Office. The current MBE/WBE directory is available at the State of RI MBE Office, One Capitol Hill, 2nd Floor, Providence, RI, or online at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

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

Assistance with Form Requirements

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

Contract Requirements:

Prime contractors engaging subcontractors must submit the *Subcontractor Utilization and Payment Report* to the City Department's Fiscal Agent with every invoice and request for final payment. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. This form is not submitted as a part of the initial bid package.

For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date. A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at gdiaz@providenceri.gov. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

Questions?

For more information or for assistance with MBE/WBE Forms, contact the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov or (401) 680-5766.



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MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):

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

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

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

It is the policy of the City of Providence that minority business enterprises (MBEs) and women business enterprises (WBEs) should have the maximum opportunity to participate in procurements and projects as prime contractors and vendors. Pursuant to [Sec. 21-52](#) of the Providence Code of Ordinances and [Chapter 37-14 et seq.](#) of the Rhode Island General Laws (as amended), MBE and WBE participation goals apply to contracts.

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

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

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

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

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

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

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

Signature of Bidder

Printed Name

Company Name

Date



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SUBCONTRACTOR DISCLOSURE FORM

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

Prime Bidder: _____ Primary NAICS _____

Code: _____

Item Description (as seen on RFP): _____

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

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

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

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

Signature of Bidder

Printed Name



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MBE/WBE Waiver Request Form

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

Submit this form to the City of Providence MBE/WBE Outreach Director, Grace Diaz, at gdiaz@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.**

Prime Bidder: _____ Contact Email and Phone _____
Company Name, Address: _____ Trade _____
Project /Item Description (as seen on RFP): _____

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

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

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

Signature of Prime Contractor /
or Duly Authorized Representative

Printed Name

Date Signed

Signature of City of Providence
MBE/WBE Outreach Director /
or Duly Authorized Representative

Printed Name of City of Providence
MBE/WBE Outreach Director

Date Signed



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BID PACKAGE SPECIFICATIONS

BACKGROUND INFORMATION

The City of Providence, Department of Purchasing is seeking bids from qualified vendors to provide maintenance and repair of heating and plumbing systems including the furnishing of all labor, equipment, tools, materials, incidentals and the performing of all operations as requested by agencies.

The Work will entail the installation and modification of miscellaneous plumbing maintenance, repair and installation projects, as well as 24-hour emergency service call response. Task orders will be issued by user agencies. Some of the required services ("Projects") may be for routinely scheduled maintenance and repair and other services may be in response to emergency situations.

Services shall be provided by Contractors on an "as needed, when requested" basis. There is no guarantee that the City will utilize any contractor for a minimum/maximum amount of time or for a minimum/maximum dollar value over the term of the blanket contract.

The prices/rates provided in this solicitation represent the maximum price/rate that may be charged by Contractors to User Agencies. The User Agencies reserves the right to negotiate a lower price/rate from one or more of the blanket Contractors or request lump sum fixed fee quotes based on specific requirements or quantities or acquire a time and materials method for specific projects.

SCOPE OF WORK

The City of Providence has various buildings located within the City limits as well as in other locations within the State of Rhode Island. These buildings all have plumbing systems that will require service, repair, or maintenance to keep the equipment in both working order and the buildings properly heated and/or cooled. The health, safety, and welfare of the employees, public, customers and clients are enhanced when plumbing systems work well. Service will include all testing, scheduled maintenance, emergency repairs, and other work as necessary. The City does not have maintenance personnel to provide the required services and is therefore soliciting quotes from qualified contractors.

1. Contractor(s) must have proper PPE for all service calls and address work/services including but not limited to those enumerated herein:
2. Contractors are responsible for testing equipment and troubleshooting complex problems to develop effective resolutions.
3. Contractors must understand the operation and maintenance of tools and equipment of the trade.



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4. Contractors must establish and maintain effective working relationships with those contacted during the Project such as customers, project managers, inspectors, and other crafts, including assisting others and working cooperatively.
5. Contractors shall maintain records related to work performed including use of computers.
6. Contractors must be able to read and interpret plans, diagrams, drawings, instructions, and related technical materials.
7. Contractors must be able to plan and direct the work of semi-skilled and apprentice workers.
8. Contractors shall be responsible for properly disposing of any materials removed or replaced. In addition, any areas disturbed or damaged must be restored to their original condition.
9. Contractors must respond to service calls if requested by a User Agency and be available 24 hours per day, 7 days per week, and 365 days per year (24x7x365). Response time to emergencies and routine request is expected to be timely. Contractors must send qualified licensed personnel to the User Agency location and supply all necessary tools, equipment, and replacement parts to perform repairs or diagnose the problems. Such supplies, materials and parts shall be of the highest quality and the cost of such shall be billed as reflected in the bid document.
Contractor(s) must respond as requested by the Eligible Entity:
 - I. Emergency calls - Contractor must respond within two (2) hours or less of initial call as directed by the User Agency.
 - II. Service calls - Contractor must respond by phone within one (1) hour and establish a mutually agreed arrival time at the User Agency.
10. Contractors must be able to make preliminary assessments of the plumbing problems based upon the telephone communications with the User Agency.
11. Failure to arrive at the User Agency location without a qualified, licensed person may be considered an unacceptable service call. Contractors shall not charge for an unacceptable service call and the User Agency shall not be required to pay for an unacceptable service call.
12. Contractors must receive prior approval from the User Agency to perform any and all projects including additional repairs and services that are not part of the initial service call. Failure to receive prior approval may constitute unauthorized repair or service, and contractors shall not be compensated for such services. In addition, Contractors shall be held accountable for any unauthorized services and responsible for compensating the User Agency if any damage occurs. User Agencies, the contracting authority, shall be responsible for requesting Contractor service and compensating Contractors.
13. Contractors shall be responsible for cleaning the work area after the Project is completed, this includes removal of all package material, sweeping the area of debris, removing all debris (if applicable) and leaving the work area in a safe condition.



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14. Contractors shall be responsible for informing designated User Agency personnel of the status of all work in progress on a daily basis, including but not limited to estimated completion date, parts delivery dates and accrued and project costs.
15. The User Agency must be advised and must approve if more than (1) person is necessary on the project.
16. Contractors shall be required to complete User Agency "time-in/time-out logs. All Projects related work is to be coordinated through designated User Agency personnel. In addition, a suitable Contractor work order form shall be maintained by the User Agency documenting Contractor personnel on the Project site, together with start and completion times. The Contractor representatives must sign the work order form and retain a copy for his/her/their files. Work order forms shall be used for verifying billable hours.
17. All Contractors personnel shall dress appropriately with clear identification of the employee's name.
18. Contractors shall maintain a twenty-four (24) hour capability with sufficient manpower, equipment and vehicles to assure emergency repair response and a two (2) hour response time is expected for emergency service. The Contractors' response staff should be the individual or individuals most familiar with the distribution system.
19. Contractors shall receive a copy of the User Agency's schematic and shall be required to maintain said schematic throughout the duration of the Project.
20. Contractors must be located within 25 miles of the City of Providence.
21. Travel time shall not be an allowable expense. All billable time is for on-site services unless approved in writing by the User Agency.
22. Contractors shall be responsible for supplying all equipment needed to complete Projects. All tools and equipment are to be included in the Contractors hourly rate. Charges for additional equipment beyond the scope of a standard service call must be authorized in writing by the User Agency.
23. In addition to license requirements, Contractors responding to this RFQ must certify that all work/services performed for User Agencies shall be performed by an individual(s) holding valid Rhode Island licenses.

GENERAL REQUIREMENTS

The intent of this contract is to establish relationships with plumbing contractor(s) that can provide a full spectrum of services consisting of maintenance, repair and replacement of the heating systems, subsystems, and components normally considered as part of a plumbing system. In addition, the contractor(s) must provide services required for the proper functioning of the system according to standard industry practices and usage for the best value.



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The types of work anticipated under the scope of this contract are as follows:

1. Service or maintenance - includes but is not limited to the cleaning, minor repair, lubrication, overhaul, and all other regular maintenance on the equipment in order to keep it in proper running order.
2. General & emergency repairs - repairs as required to bring plumbing equipment back online and restoring to proper working order.
3. Replacement in kind of equipment that is damaged or deteriorated beyond the point of economic repair.

Charges for general and emergency repairs to the systems will be on a time and material basis, with a written scope of work to be mutually agreed upon by the City and the contractor. All hourly rates are to be on-site rates only. No travel or portal to portal. The contractor must be capable of making repairs or replacing equipment such as motors, pumps, pulleys, belts, compressors, gauges, instruments, filters valves, piping, furnaces, and boilers; as well as other appurtenances and components used to control the temperature, humidity, and air flow. In addition, related electrical, mechanical, and control components are included in the maintenance.

The contractor shall furnish all labor, equipment, parts, and materials to maintain and operate the respective plumbing systems in optimum operating condition at all times. The contractor shall provide the necessary transportation for all repair personnel, materials, and equipment in order to fulfill the terms of the contract. Service, inspections, and non-emergency repairs will be performed at the straight time rate during each facility's normal business hours if requested.

A. Service or Maintenance

Upon specific request of the City, the Contractor will perform service or maintenance work necessary for the proper operation of equipment or systems. Work shall be performed in accordance with the manufacturer's recommendations.

Duct cleaning and air balancing services may be requested under this contract. If requested, Contractor shall provide a cost proposal for such services, and subsequently, a separate Purchase Order would be issued for these services.

Additional Service or Repair Charges:

All materials and parts needed for the above work shall be at the manufacturer's list price less the percentage discount as provided on the pricing sheet of this solicitation. The City of Providence will have at its discretion the ability to purchase and provide material under this Award for the vendors.

Contractor's personnel and sub-contractors must sign in to the City Facility Log indicating purpose of visit, person supervising the work, time arrived, time leaving and may be required to receive a visitor's badge before



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work can begin. No additional travel time charge to provide maintenance, repair or emergency service shall be paid by the City.

B. General and Emergency Repairs

Bidders are required to provide pricing for standard labor hours on site, evening and weekend hours, as well as holiday hours for the performance of repairs necessary to ensure that the heating, ventilating, and air conditioning systems operate in accordance with the manufacturer's specifications and building occupant requirements.

It is expected that the emergency repair service will be available 24 hours a day, 7 days a week, on a year-round basis. Vendors must not send two technicians as a matter of routine. The Agency must approve if more than one person is necessary.

Contractors will be compensated for parts and materials on the basis of manufacturer's list price less the percentage discount as provided on the pricing sheet of this solicitation. The City of Providence will have at its discretion to the ability to provide and purchase material and or provide supplemental labor under this Award for the vendors.

The Contractor shall procure all necessary licenses and permits needed to conduct the work required under this contract. The City will reimburse Contractor for the cost of permits. All costs and fees related to any licenses shall be the sole responsibility of the Contractor.

C. General Provisions – Service, General, and Emergency Repairs

1. All maintenance and repair work performed shall conform to all applicable codes and ordinances.
2. The Contractor shall, at all times, maintain a staff of technicians, qualified and certified, to perform the services required as described in this proposal. (Certification should include having the required Rhode Island license.) A minimum of two (2) technicians shall be available to respond to emergency service calls, which may be received at any time, in order to promptly affect temporary and/or permanent repairs.
3. Certifications pertaining to this work shall be maintained by contractor's personnel at all times.
4. Replacement parts or components must conform to original equipment manufacturer's specifications. If correct replacement parts are discontinued, and no longer available, replacement shall be made in accordance with proposed labor and material rates as specified.
5. The Contractor shall have a dispatcher available through one (1) telephone number and provide 24 hours response to service calls, seven (7) days per week including holidays.
6. Maintenance and repairs of a non-emergency nature shall be performed on straight time during the normal operating hours of the building in which the work is being performed.



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7. Emergency maintenance and repair requires the Contractor be on site to begin work as soon as possible or within two (2) hours after the initial service call request.
8. During the course of repairs or preventive maintenance, if the technician notices any condition not in his scope of work that warrants repair or service, this condition should be brought to the owner's attention.
9. Proposals for recommended repair and/or maintenance must be prepared and submitted to the City. Each work item will be described, and cost estimated, in the proposal.
10. Field Service reports must be provided each time service is performed at a facility. The Contractor shall supply the City with written verification of all work performed, man hours required, materials/parts used, technician(s) name(s), date(s), and hours of service.
11. Monthly billing reports must be provided to the City listing each work order which has been billed out during the month, the cost and date completed. These items will be listed by building location and be a cumulative list with a year-to-date total by building and overall. Contractor must provide any additional ad-hoc reports as requested, at no cost to the City.
12. Contractor must furnish, provide all necessary tools and equipment to perform the work required at no additional cost. (Not including consumables).
13. Vendor must be willing to train designated City of Providence facilities personnel in routine preventative maintenance procedures.
14. Be advised that the Contractor must possess all required licenses at the time of bid.
15. Contractor shall furnish labor rates as indicated on the pricing sheet. Unit price for hourly labor shall include the cost for fringe benefits, overhead, profit and, transportation, etc. No additional mark-up will be allowed.

PRICE AND RELATED FACTORS

Award(s) will be made to the vendors that offer the best value to the City. The City may determine that an offer is unacceptable if the pricing offered is significantly unbalanced.

1. Fixed Fee Lump Sum Award

This method will apply to those projects that have a defined scope of work.

A minimum of three (3) written quotes will be required from the user agency. The Contractor shall submit a properly itemized proposal covering the requested Work. This proposal shall be itemized to include the various components of work and shall be segregated by labor, materials and equipment in a format satisfactory to the



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User Agency. Any amount in excess of the maximum dollar amount must be reviewed and receive authorization from the Department of Purchasing. The Purchasing reserves the right to solicit quotes from all Contractors for any project regardless of its estimated value. Contractors must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of the User Agency. The quotation shall be provided within three (3) business days of the original request and shall include a detailed summary in accordance with the blanket contract rates. The User Agencies shall be under no obligation to pay for Work done without prior approval and the City may at its sole option request alternative quotations.

2. Time and Materials Award

This method is for those projects or special tasks for which the specifications are uncertain or difficult to determine in advance.

Projects or special tasks may include but not limited to:

1. Evaluate/inspect the existing distribution system.
2. Update the existing one-line drawings including identification of feeders, switch configurations and transformer nameplate data.
3. Identify areas within the plumbing system for improving reliability and redundancy.
4. Assist the City with developing a preventative maintenance plan.
5. Identify and document all distribution system related equipment. (Including nameplate data, age and condition).
6. Assist the City with developing a master plan for replacement of equipment and cables deemed at/near end of useful life.

Note: The additional tasks above will require varying levels of expertise. It is understood that these tasks will be implemented on a T&M basis utilizing personnel described in the proposal.

Contractors shall submit an itemized proposal to User Agencies which include the various components of work/services for a Projects segregated by labor, materials and equipment in a format satisfactory to User Agencies. The allowable markup for indirect overhead and profit on all items shall be limited to 15%. The Owner shall be entitled to any and all material or trade discounts (off list prices) that the plumber vendor receives. Material quotes or invoices shall provide the discounted rate.

In the event that a time and materials option has been deemed in the best interest of the City a not to exceed amount must be provided by the Contractor to the Agency.



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Each task will be assigned to Contractor by an authorized Agency representative in a detailed, written work authorization.

Contractor(s) shall be required to complete an agency "time-in/time-out" log when on project site. Agencies will provide a designated individual to coordinate and supervise any/all Time and Materials work orders. In addition, a vendor work order form shall be maintained by the agency documenting contractor personnel on the job site and start and completion times. The Contractors representative is required to sign the vendor work order form and retain a copy. This document will be used for verifying billable hours.

The cost of the services to be performed under the time and materials provision shall not be increased over the initial cost estimate without a written estimate signed by the agency and Contractor. Contractors must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate. Provide detailed breakdown of the cost and estimate for labor and materials including a detailed breakdown for subcontractors or vendor's work. Include copies of written estimates from subcontractors or vendors.

CONTRACTOR REQUIREMENTS

1. Contractors must comply with all local, State, and Federal laws, rules, and regulations for licensed personnel; possess a valid Rhode Island license; have a current Rhode Island contractor's license; and must be registered with the Rhode Island Secretary of the State Corporations Division.
2. Contractors shall invoice the User Agency within 30 days of a completed service call at the rates agreed to in the blanket contract. The User Agency shall make payment in accordance with the [City Code of Ordinances Sec. 21.38.1 – Mailing of Checks to Vendors](#) and [Sec. 21.47. – Form and Manner of Submission of Claims by Vendors](#).
3. Contractors must have been in the plumbing contracting business for a minimum of three (3) years. Contractors, who have not been in business for the minimum three years, must identify all substantial structural changes related to the ownership or management of their business. This includes, but is not limited to, merger, acquisition, change in control, receivership, bankruptcy, etc. If there has been any such substantial structural change, then explain in detail the reasons for such changes as well as the impact on the Contractors ability to provide the services solicited in this solicitation. The City reserves the right to request additional information regarding any Contractor's response to this section to ensure that prospective Contractors have demonstrated that any such structural changes have not substantially altered the nature of the services being provided or the management and staff expertise necessary to perform the required services and repairs.
4. Contractors should indicate the year their business entity was established. This will be verified with the Secretary of State's Corporation Division or with other authorities.



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OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

1. Contractors shall strictly comply with the current State and Federal occupational safety and health policies/procedures necessary to protect the health and safety of workers and the general public on all project sites.
2. Contractors must take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage while performing services under this blanket contract. It is the Contractor's responsibility to ensure that operations are always conducted in a safe and secure manner. Contractors must replace/repair, at the User Agency's sole discretion, any property damaged by Contractors during project performance.
3. Based on applicable security laws, regulations, and policies, User Agencies have the right to require the Contractors to comply with a range of additional requirements or standard operation procedures. Contractors must comply with such security requirements at no additional charge to the User Agencies. User Agencies shall have the right to request background criminal investigations (BCIs) from any and all Contractor officers, directors, and employees at no additional charge to the User Agency.
4. Contractors shall ensure that employees are knowledgeable of all the requirements of this solicitation. Contractors shall be responsible for instructing employees in safety measures considered appropriate.
5. Project work areas shall be secured from public access, clearly marked, and/or barricaded, if necessary. Project work shall not interfere with ingress or egress of normal operations by tenants, employees, or vehicles. Contractors shall protect all surrounding surfaces and vegetation from damage or destruction. Contractors shall make every effort to maintain a clean, quiet, and orderly work area throughout the term of the Project. No materials or equipment shall be left on the Project site when the Contractor's workers are not present. The Contractor is responsible for protecting the work from damage from any source prior to final acceptance by the User Agency. At the completion of work, Contractor shall remove all materials, supplies, debris, and rubbish and leave the Project site in a clean, acceptable condition.

EQUIPMENT, MATERIALS AND WORKMANSHIP

1. Contractors shall ensure that they are qualified and experienced and have the necessary resources for the successful completion of a Project.
2. All equipment, materials and labor utilized, and all workmanship shall comply with all current codes, standards, regulations and statutes pertaining to the work/services required for a project.
3. Contractors shall guarantee all workmanship and parts furnished and installed against defect for (12) months after completion. Equipment provided with manufacturer's extended warranties shall extend this duration in accordance with manufacturer's terms and conditions. Defects will be repaired or replaced by Contractors at no expense to the User agency.



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4. Contractors must supply all relevant warranty information and documentation to the user Agency upon Project completion.
5. All equipment, parts and/or supplies must be new and of the highest quality.

INSPECTION OF WORK

1. All Projects related work/services shall be subject to inspection and approved by the User agency.
2. Acceptance or rejection of the Project shall be made as promptly as practical, but failure to accept or reject the Project shall not relieve the Contractor from responsibility for the Project related work/services.
3. User Agencies shall not be deemed to have accepted the Project by virtue of a partial or full payment for it.

DAMAGE AND DEFECTS

1. Contractors shall use due care so that no persons are injured, or no property damaged during a Project. Contractors shall be solely responsible for all loss, damages, costs and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Project related work/service or caused in any other manner whatsoever by the Contractor or their employees.
2. User Agencies may repair the loss or damage to property caused by a Contractor during the Project. Contractors shall reimburse User Agencies for any and all costs associated with loss or damage caused by Contractor. Where, in the opinion of the User Agency, it is not practical or desirable to repair the loss or damage the User Agency may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Contractor for the Project.
3. Contractors shall preserve and protect the rights of the User Agency with respect to any work/services performed under sub-contract and incorporate the terms and conditions of this blanket contract into all sub-contracts as necessary to preserve the rights of the City and User Agencies under this blanket contract. The Contractor shall be fully responsible to the City and User Agencies for acts and omissions of sub-contractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by Contractors.

WAGE REQUIREMENT

1. Project based pricing will be inclusive of all Contractors employees, approved sub-contractors, labor, material, equipment, supplies, all applicable permits and any other costs to complete the project.



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2. The User Agencies shall provide the scope of work to the Contractors. The plumbing Contractors must provide the eligible entity with certified payroll record (prevailing wage) after completion of project.
3. Contractors must comply with all applicable prevailing wage requirements. Prevailing wage schedules are listed at <https://sam.gov/content/wage-determinations#O>. The Department of Purchasing is not responsible for the accuracy of the information contained at that website or any third-party website.
4. The wages listed on the wage schedule must be paid to employees on public works projects regardless of whether they are employed by the Contractors or any sub-contractor.
5. The wage schedule applies to all phases of the Project, including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
6. All apprentices must be registered with the State Rhode Island Department of Labor and Training (“DLT”) Apprenticeship Training Program in order to be paid at the lower apprentice rates. All apprentices must keep his/her/their apprentice identification card on his/her person during all work hours. If a worker is not registered with DLT, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level.
7. The User Agency shall not release final payment until project completion is in full compliance with the requested scope of work and accepted by the User Agency. The User Agency may request additional Project related information from the Contractor at any time. Contractors must submit all requested information to the User Agencies in a timely manner.
8. Project pricing will be based on the hourly rates submitted by Contractors in response to this solicitation. The hourly rates shall not be less than the prevailing wage rate.
9. Proposals for which the hourly rate is less than the currently calculated prevailing wage rate (prevailing hourly wage rate + fringe benefits) shall be deemed non-responsive.

APPRENTICE REQUIREMENTS (Applicable for Construction Projects)

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II Section 21-28.1 c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship



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requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

“FIRST SOURCE” REQUIREMENTS (Applicable for Construction Projects)

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. III 1/2 First Source Agreements Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.



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EVALUATION AND SELECTION – SOLICITATION SPECIFIC

Proposals shall be reviewed by the Department of Purchasing on a “Pass/Fail” basis. All criteria must receive a “Pass” determination for a vendor’s potential inclusion on the resulting OE blanket’s qualified vendor list. Any criteria with a “Fail” determination will not be reviewed further and the vendor will be dropped from consideration.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Pass/Fail
Attach a copy of the RI Plumber License	Pass/Fail
Attach a copy of RI Contractor’s Registration License	Pass/Fail
Attach a copy of the RI Secretary of State’s Certificate of Good Standing	Pass/Fail
Provide a detailed description of the vendor’s experience as a plumber.	Pass/Fail
Attach a completed Pricing Sheet	Pass/Fail
Overall Pass/Fail	Pass/Fail

NOTE: Complete the Vendor Qualification Assessment” form with and included with your bid submission.



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Solicitation #40916

Instructions: Please complete the following form as part of your bid submission.

Name of Bidder (Firm or Individual):

Questions	Responses
1. Has a copy of RI Plumber License been attached?	
2. Has a copy of RI Contractor's Registration License been attached?	
3. Provide a detailed description of the vendor's experience as a plumber	
4. Has the Excel Pricing Sheet been attached?	

Signature of the Person Submitting this Form

Name of the Person Submitting this Form (print)

Date of Signature (MM/DD/YYYY): _____



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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terms and conditions of this Agreement has been materially impaired in any way, including but in no way limited to loss of insurance coverage, lapsing of a surety bond, if required, declaration of bankruptcy, or appointment of a receiver. In the event of termination by the City, you shall be entitled to just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.

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