

# REQUEST FOR PROPOSALS

Item Description: Re-Bid Automotive Glass Repair and Replacement Services – One-Year Contract with Two One-Year Renewal Options

Procurement/MinuteTraq #: 42320

**Date to be opened:** 10/10/2023

**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.
  - o Email: <u>purchasing@providenceri.gov</u>
    - 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
  - o Phone: (401) 680-5766
  - o Email: gdiaz@providenceri.gov
    - Please use subject line "MBE WBE Forms"
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department's subject matter expert:
  - o Name: Cesar Teo
  - o Title: City Fleet Manager
  - o Email Address: cteo@providenceri.gov

### **Pre-bid Conference**



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

#### INSTRUCTIONS FOR SUBMISSION

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

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

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

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



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

#### **BID PACKAGE CHECKLIST**

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

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

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

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

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



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

#### **NOTICE TO VENDORS**

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



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

#### **BID TERMS**

1.	and mu thi	nancial assurances may be required in order to be a successful bidder for Commodity or Construction d Service contracts. If either of the first two checkboxes below is checked, the specified assurance ust accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The rd checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to awarded the contract.
	a)	A certified check for <u>\$</u> 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	Δν	wards will be made within sixty (60) days of hid opening. All hid prices will be considered firm

- 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, <u>RIGL 28-29-1</u>, 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.

Title



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

### **BID FORM 1: Bidders Blank**

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

Name of Bidder (Firm or Individual):	
Contact Name:	
Business Address:	
Business Phone #:	
Contact Email Address:	
Agrees to bid on (Write the "Item Description" here):	
If the bidder's company is based in a state other than Rhode	
<u>Island</u> , 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



### **BID FORM 2: Certification of Bidder**

(Non-Discrimination/Hiring)

Up	oon behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
bei	ing its	(Title or "Self"), hereby certify that:
1.	Bidder does not unlawfully discriminate or orientation and/or religion in its business a	the basis of race, color, national origin, gender, sexual d hiring practices.
2.	All of Bidder's employees have been hired laws, rules and regulations.	in compliance with all applicable federal, state and local
I af	ffirm by signing below that I am duly author	zed on behalf of Bidder, on
this	sday of	20
		Signature of Representation
		Printed Name

Printed Name



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

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

Upon	behalf of	(Firm or Individual Bidding),
I,		(Name of Person Making Certification),
being	g its	(Title or "Self"), hereby certify an
unders	rstanding that:	
1.	(RFQ's), documents contained with	equests for Proposals (RFP's) and Requests for Qualification in, and the details outlined on those documents become public k's office and opening at the corresponding Board of Contract
2.	effort to request that sensitive/perso	issuing department for this RFP/RFQ have made a conscious nal information be submitted directly to the issuing rification of specific details is critical the evaluation of a
3.	* **	ation may be crucial to evaluating bids. Failure to provide cation, or an inability to appropriately evaluate bids.
4.	. If sensitive information that has not defined supplemental information p submitted to the City Clerk, the Cit	been requested is enclosed or if a bidder opts to enclose the rior to the issuing department's request in the bidding packet of Providence has no obligation to redact those details and information becoming public record.
5.	. The City of Providence observes a the bidding packet may not be subm	ublic and transparent bidding process. Information required in itted directly to the issuing department at the discretion of the mation, such as pricing terms, from becoming public. Bidders
I affir	rm by signing below that I am duly au	horized on behalf of Bidder, on
this	day of	20
		Signature of Representation



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

#### **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 <u>R.I.G.L. § 36-14-2</u>, "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 o	of the person making this affidavit:	
Position	n in the "Business"	
Name o	of Entity	
Addres	s:	
Phone 1	number:	
The nu	mber of persons or entities in your entity that are	required to report under Sec. 2128.1 (e):
Read t	he following paragraph and answer one of the	options:
are not	in writing within the 12 month period preceding	d submission with the City of Providence, or with respect to the contracts the date of notification that the contract has reached the \$100,000 threshold, or year to (please list all persons or entities required under Sec. 2128.1 (e)).
a. Me	embers of the Providence City Council?  If Yes, please complete the following:  Recipient(s) of the Contribution:  Contribution Date(s):	□ No  Contribution Amount(s):
b. Ca	ndidates for election or reelection to the Provider If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	nce City Council?   Yes   No  Contribution Amount(s):



c.	<ul> <li>The Mayor of Providence? ☐ Yes ☐ No</li> <li>If Yes, please complete the following: Recipient(s) of the Contribution:</li> </ul>		
	Contribution Date(s):	Contribution Amount(s):	
d.	Candidates for election or reelection to the office of  If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	Mayor of Providence? ☐ Yes  Contribution Amount(s):	□ No
	Signed under the pains and penalties of perjury  Position		



#### **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.

<u>Only businesses certified with the State of Rhode Island</u> 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: <a href="https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office">https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office</a>

**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 <a href="https://www.naics.com/search/">https://www.naics.com/search/</a>. 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 (<a href="https://dedi.ri.gov/divisions-units/minority-business-enterprise-mbe">https://dedi.ri.gov/divisions-units/minority-business-enterprise-mbe</a>) 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.



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

#### **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 <a href="http://odeo.ri.gov/offices/mbeco/mbe-wbe.php">http://odeo.ri.gov/offices/mbeco/mbe-wbe.php</a>. 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 <a href="http://www.providenceri.gov/oeo/">http://www.providenceri.gov/oeo/</a> or <a href="http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">http://www.providenceri.gov/oeo/</a> or <a href="http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/">http://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/</a>. Download the forms as blank PDFs. Once saved on your computer, fill them out using the Adobe program. The fillable PDFs must be completed in Adobe in order to be saved property. Google Chrome and similar platforms do not allow for the forms to be saved as filled PDFs. Therefore, please download the blank forms to your computer, then fill them out and save.

#### **Assistance with Form Requirements**

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

#### **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 <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>. During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

#### **Questions?**

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



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

### MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFP):	ject /Item Description (as seen on RFP):								
Prime Bidder: Company Name, Address and Trade:	Contact Email and Phone								
Which one of the following describes your busin certification with the State of Rhode Island?	ness' status in terms of Minority and/or Woman-Owned Business Enterprise  MBE								
representative of contractor, I make this Affid It is the policy of the City of Providence that mir have the maximum opportunity to participate in	g the bottom of this document in my capacity as the contractor or an authorized davit: nority business enterprises (MBEs) and women business enterprises (WBEs) should procurements and projects as prime contractors and vendors. Pursuant to Sec. 21-52 ter 37-14 et seq. of the Rhode Island General Laws (as amended), MBE and WBE								
The goal for Women's Busi	ness Enterprise (MBE) participation is 10% of the total bid value. ness Enterprise (WBE) participation is 10% of the total bid value. ned MBE/WBE participation is 20% of the total bid value.								
If awarded the contract, I understand that my cor Providence (MBE/WBE Office), copies of all ex	of supporting MBE/WBE certified businesses. Initial mpany must submit to the Minority and Women's Business Coordinator at the City of ecuted agreements with the subcontractor(s) being utilized to achieve the participation ways. I understand that these documents must be submitted prior to the issuance.								
	y firm must submit to the MBE/WBE Office canceled checks and reports erly basis verifying payments to the subcontractors(s) utilized on the								
that I must substitute another certified MBE and substitution until I have obtained the written a Initial If awarded this contract, I understand that au	athorized representatives of the City of Providence may examine the books, e, to the extent that such material is relevant to a determination of whether my								
Initial I do solemnly declare and affirm under the pe to the best of my knowledge, information, and	enalty of perjury that the contents of the foregoing Affidavit are true and correct I belief.								
Signature of Bidder	Printed Name								
Company Name	 Date								



### BOARD OF CONTRACT AND SUPPLY

CITY OF PROVIDENCE, RHODE ISLAND

### SUBCONTRACTOR DISCLOSURE FORM

proposed bid, do not fill out this form Prime Bidder:			Primary NAI	$\neg \varsigma$	
Code:			_ I IIIIary IVAI		
Item Description (as seen on RFP):					
Please list all Subcontractors below. the dollar amount to be subcontracted certified MBE/WBE firms is located a https://www.naics.com/search/	Please check	off MBE a	and WBE where	e applicable. The dire	
Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
	oposed Subcontractor  MBE WBE Primary Date of Mobilization \$ Value of S	\$			
					\$
					\$
					\$
					\$
					\$
A. MBE SUBCONTRACTED AN	MOUNT:				\$
B. WBE SUBCONTRACTED AN	MOUNT:				\$
C. NON-MBE WBE SUBCONTR	RACTED AMO	OUNT:			\$
D. DOLLAR AMOUNT OF WOL	RK DONE BY	THE PR	IME CONTRA	ACTOR:	\$
E. TOTAL AMOUNT OF BID (S	UM OF A, B,	C, & D):			\$
F. PERCENTAGE OF BID SUBO (Divide the sum of A and B by E a				Es.	
Please read and initial the following st awarded to MBE or WBE vendors is lo WBE, <b>you must fill out the MBE/WI</b> Outreach Director. Initial	ess than 20% ( BE WAIVER	Box (F) an	d the prime co	ntractor is NOT a Rh	ode Island State-certified MBE or
Signature of Bidder			Printed Name		



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

### **MBE/WBE Waiver Request Form**

or Duly Authorized Representative

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 <a href="mailto:gdiaz@providenceri.gov">gdiaz@providenceri.gov</a>, 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:		Contact Email and Phone Trade						
Project /Item Description (as seen	on RFP):							
Fo receive a waiver, you must list	the certified MRF and/or W	JRF companies you contacted the	e name of the primary individual wi					
		y could not participate on this pro						
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?					
vaiver of % MBE/WBE	(20% minus the value of <b>B</b>	ox F on the Subcontractor Disclos	The total bid value. I am requesting sure Form). If an opportunity is fort will be made to select MBE/W					
certified businesses as partners.								
Signature of Prime Contractor / or Duly Authorized Representativ	Printed	Name	Date Signed					
Signature of City of Providence		Name of City of Providence /BE Outreach Director	Date Signed					



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

### **BID PACKAGE SPECIFICATIONS**

#### **Background Information**

The City of Providence, RI ("City") is seeking proposals from qualified vendors for Automotive Glass Repair and Replacement Services for the City's fleet.

- **Quoted Rates**: This contract will be for one year (effective from 11/1/2023 through 10/31/2024) with two one-year options for renewal (effective from 11/1/2024 through 10/31/2025 and from 11/1/2025 through 10/31/2026 respectively). All prices quoted must remain firm for the first year.
- The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with a 30-day written notice. The City also reserves the right to award more than one bidder if it is deemed to be in our best interest.
- *Licenses*: The successful bidder and anyone performing any services on the contract awarded pursuant to this solicitation must possess all of the licenses required by federal, state, and local law to perform such work. (Do not provide this in your initial bid. The issuing department will seek this information directly after bids are collected and reviewed.)
- *Insurance:* Bidder shall be insured, and a certificate of insurance must be provided to the city listing the "City of Providence" as additionally insured. (**Do not provide this in your initial bid. The issuing department will seek this information directly after bids are collected and reviewed.)**
- When submitting your cost proposal please also include details around how you plan to respond to urgent service needs.
  - o How quickly can you commit to responding to an urgent call?
  - o If there are fees associated with "off-schedule" orders, please outline them.
- *Authorization of Order*: The City of Providence <u>will issue a Purchase Order for every order</u>. <u>Orders</u> cannot proceed without a purchase order.
- *Warranty*: The bidder must observe all manufacturer warranties. The awarded bidder will be obligated to replace all defects in material, which are discovered or exist during the period of the warranty. All labor, parts, and transportation costs resulting from the utilization of a warranty shall be at the awarded bidder's expense.
- Minority and Women Businesses certified by the State of Rhode Island are preferred.
- Invoices must include a detailed description including the items, the City Department, and the contact person at the City placing an order.



• There are multiple locations where that may require mobile service. The successful vendor would be able to provide free mobile service and each department will determine their needs for service:

Department	Address
Police	382 Dexter Street,
	Providence, RI 02907
Parks	1000 Elmwood Ave,
	Providence, RI 02907
Public Property	25 Dorrance Street,
	Providence, RI 02903
Public Works	20 Ernest Street,
	Providence, RI 02905

• The contract will be for a one (1) year period from its effective date of signature(s) through June 30, 2023. The resulting contract will have an option for the City to extend the term for two (2) additional years, by amendment.

### Scope of Work

If the bidder does not wish to bid on certain areas or type of equipment, enter "NO BID" in that section.

Invoices should be sent to the respective department requesting the service.

Provide repair, replace service for the following auto glass parts

- 1. Windshields
- 2. Back Windows
- 3. Door Windows
- 4. Vent Windows
- 5. Mirrors



### Year 1 (7/1/2023 through 6/30/2024)

### **Four Door Sedans**

	Model	Years From To	Windshields		Back Windows		Door Windows		Vent Windows		Mirrors	
Make			% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed
			Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Ford	Fusion	2010 to 2014										
Ford	Taurus	2007 to 2018										
Chevrolet	Impala	2013 to 2018										
Chevrolet	Malibu	2013 to 2015										
Chevrolet	Cruze	2013 to 2017										
Nissan	Leaf	2022										

### SUV's

	Model		Windshields		Back Windows		Door Windows		Vent Windows		Mirrors	
Make		Model	Years From To	% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed	% off NAGS
			Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
Ford	Explorer	2015 TO 2021										
Ford	Escape	2018 TO 2022										
Ford	Eco Sport	2019										
Ford	Edge	2016										
Chevrolet	Tahoe	2009 to 2021										
Nissan	Rogue	2015 to 2019										

### **Pickup Trucks**

			Wind	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Chevrolet	Silverado 1	2009 to 2020										
Chevrolet	Silverado 2	2009 to 2020										
Ford	F-350	2005 to 2020										
Ford	F-250	2015 to 2020										
Ford	F-450	2008 to 2021										
Ford	Ranger	2005 to 2022										

### **Passenger Vans**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Chavralat	Express 15	s 15 2010 to 2022										
Chevrolet	passenger	2010 (0 2022										
Ford	Transit	2018										
Ford	Econoline	2006 to 2008										
Nissan	Nv200	2018 to 2020										

### **Medium Duty Trucks**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
International	Workstar	2004 to 2017										
	7300/74/75											
International	4300/ 4700	2002 to 2010										
International	Hv 607	2021										
Peterbilt	337	2021										



### Option Year 1 (7/1/2024 through 6/30/2025)

### **Four Door Sedans**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Miı	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Ford	Fusion	2010 to 2014										
Ford	Taurus	2007 to 2018										
Chevrolet	Impala	2013 to 2018										
Chevrolet	Malibu	2013 to 2015										
Chevrolet	Cruze	2013 to 2017										
Nissan	Leaf	2022										

### SUV's

			Winds	shields	Back W	indows	Door W	/indows	Vent V	/indows	Miı	rrors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Ford	Explorer	2015 TO 2021										
Ford	Escape	2018 TO 2022										
Ford	Eco Sport	2019										
Ford	Edge	2016										
Chevrolet	Tahoe	2009 to 2021										
Nissan	Rogue	2015 to 2019										

### **Pickup Trucks**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mii	rrors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Chevrolet	Silverado 1	2009 to 2020										
Chevrolet	Silverado 2	2009 to 2020										
Ford	F-350	2005 to 2020										
Ford	F-250	2015 to 2020										
Ford	F-450	2008 to 2021										
Ford	Ranger	2005 to 2022										

### **Passenger Vans**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Chauralat	Express 15	5 2010 to 2022										
Chevrolet	passenger	2010 (0 2022										
Ford	Transit	2018										
Ford	Econoline	2006 to 2008										
Nissan	Nv200	2018 to 2020										

### **Medium Duty Trucks**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
International	Workstar	2004 to 2017										
	7300/74/75											
International	4300/ 4700	2002 to 2010										
International	Hv 607	2021										
Peterbilt	337	2021										



### Option Year 2 (7/1/2025 through 6/30/2026)

### **Four Door Sedans**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Miı	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Ford	Fusion	2010 to 2014										
Ford	Taurus	2007 to 2018										
Chevrolet	Impala	2013 to 2018										
Chevrolet	Malibu	2013 to 2015										
Chevrolet	Cruze	2013 to 2017										
Nissan	Leaf	2022										

### SUV's

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Ford	Explorer	2015 TO 2021										
Ford	Escape	2018 TO 2022										
Ford	Eco Sport	2019										
Ford	Edge	2016										
Chevrolet	Tahoe	2009 to 2021										
Nissan	Rogue	2015 to 2019										

### **Pickup Trucks**

			Wind	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Chevrolet	Silverado 1	2009 to 2020										
Chevrolet	Silverado 2	2009 to 2020										
Ford	F-350	2005 to 2020										
Ford	F-250	2015 to 2020										
Ford	F-450	2008 to 2021										
Ford	Ranger	2005 to 2022										

### **Passenger Vans**

			Winds	shields	Back W	/indows	Door W	/indows	Vent W	/indows	Mir	rors
Make	Model	Years From To	% off NAGS	Installed								
			Price	Price								
Chauralat	Express 15	5 2010 to 2022										
Chevrolet	passenger	2010 (0 2022										
Ford	Transit	2018										
Ford	Econoline	2006 to 2008										
Nissan	Nv200	2018 to 2020										

### **Medium Duty Trucks**

Make	Model	Years From To	Windshields		Back Windows		Door Windows		Vent Windows		Mirrors	
			% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed	% off NAGS	Installed
			Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
International	Workstar	2004 to 2017										
	7300/74/75											
International	4300/ 4700	2002 to 2010										
International	Hv 607	2021										
Peterbilt	337	2021										



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

### **Selection/Evaluation Criteria**

The City will review proposals to determine whether bidders are qualified and will also take into consideration prices.

The proposal must address each of the following:

a)	List any/all certifications and accreditations (ASE, etc.)
b)	List all part types used by your agency (OEM/After-Market/)
c)	List hours of operation here:
d)	Warranty
	• Warranty is (1 year minimum) for labor, (30-day minimum) for glass replacement (for stress crack), and (90-day minimum) for water leaks.



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

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

### You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



#### CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to

- pay any costs associated with your collection of an outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.