



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

# REQUEST FOR PROPOSALS

**Item Description:** Two (2) 2024 Dodge 5500 or Equivalent Full-Size Heavy-Duty Package 4x4

**Procurement/MinuteTraq #:** 42813

**Date to be opened:** 11/20/2023

**Issuing Department:** Providence Water Supply Board

## 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](mailto: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](mailto:gdiaz@providenceri.gov)
    - Please use subject line “MBE WBE Forms”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Tony Fernandes
  - Title: Support Services Division Manager
  - Email Address: [tonyf@provwater.com](mailto:tonyf@provwater.com)

## Pre-bid Conference

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



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

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

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

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

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



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**BID PACKAGE CHECKLIST**

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

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

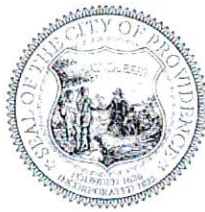
- Bid Form 1: Bidder's Blank as the cover page/ 1<sup>st</sup> page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2<sup>nd</sup> page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of 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.)



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

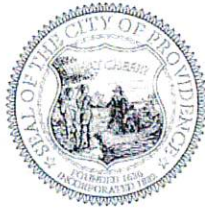
1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ 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](mailto:gdiaz@providenceri.gov). This form is not submitted as a part of the initial bid package. For contracts with durations of less than 3 months, this form must be submitted along with the contractor's request for final payment. The form must include all subcontractors utilized on the contract, both MBE/WBE and non- MBE/WBE, the total amount paid to each subcontractor for the given period and to date, A copy of all forms should be sent to the MBE/WBE Outreach Director Office, Grace Diaz at [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov). During the term of the contract, any unjustified failure to comply with the MBE/WBE participation requirements is a material breach of contract.

**Questions?**

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



**BOARD OF CONTRACT AND SUPPLY  
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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



**BOARD OF CONTRACT AND SUPPLY  
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**SUBCONTRACTOR DISCLOSURE FORM**

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

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

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

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

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

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

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



**BOARD OF CONTRACT AND SUPPLY  
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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](mailto: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



## Two (2) 2024 Dodge 5500 or Equivalent Full-Size Heavy-Duty Package 4x4

### **SPECIFICATIONS 2024 DODGE 5500.**

**FULL SIZE GVWR 19500 SUPERCAB HEAVY DUTY PACKAGE 4X4  
DUAL REAR WHEEL CHASSIS CAB /169-84-CA WITH ENCLOSED  
UTILITY KNAPHEIDE BODY.**

#### **1.POWERTAIN**

Cummings engine / Hemi Engine or Duramax V8 direct diesel injection 32 valve intercooled turbo diesel engine or equivalent \*200 amp dual HD alternator\* 750 amp (total) 78 amp hours (Ah) (total) battery dual batteries with run down protection \* Engine block heater\* 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection \*Part-time four-wheel drive with manual transfer case shift, manual locking hubs, \*Limited slip differential, driveline traction control, power take-off provision \*4.88 axle ratio \*Stainless steel exhaust

#### **2.STERRING AND SUSPENTION**

Hydraulic power-assist re-circulating ball steering \*4-wheel disc brakes with front and rear vented discs \*Firm ride suspension \*Mono-beam non-independent front suspension \*Front anti-roll bar \*Front coil springs \*HD front shocks \*Rigid rear axle \*Rear leaf suspension \*Rear anti-roll bar \*HD rear leaf springs \*HD rear shocks \*Front and rear 19.5" x 6.00" argent steel wheels \*LT225/70SR19.5 BSW AS front tires \*AT rear tires \*Frame mounted full size steel spare wheel.

#### **3.SAFETY**

4-wheel anti-lock braking system \*Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1<sup>st</sup> row overhead airbag \*Front height adjustable seatbelts

#### **4.COMFORT AND CONVENIENCE**

Air conditioning \*AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna \*2 12V DC power outlets \*Analog instrumentation display includes tachometer, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, engine hour meter, interior temp, system monitor, trip odometer, \*Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid \*Steering wheel with tilt and telescopic adjustment, \*power windows and doors \*Variable intermittent front windshield wipers \*Passenger side vanity mirror \*Interior lights include dome light with fade, front reading lights \*Glove box, front cupholder, instrument panel bin, dashboard storage \*Upfitter switches

#### **5.SEATING AND INTERIOR**

Seating capacity of 3 \*40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage \*4-way adjustable driver seat includes lumbar support \*4-way adjustable passenger seat \* Grey vinyl faced front seats with vinyl back material \*Full cloth headliner, full vinyl/rubber floor coverings, urethane gear shift knob, chrome interior accents.





## **6.EXTERIOR FEATURES**

Side impact beams, front license plate bracket, full galvanized steel body material \*Back grille \*4 doors \*Trailer harness, back controller \*Driver and passenger manual black folding manual extendable trailer outside mirrors \*Front black bumper with front tow hooks \*Aero-composite halogen headlamps \*Additional exterior lights include cab clearance lights, under hood light \*Clear coat monotone paint.

## **7.WARRANTY**

Basic 36 month/36,000 miles Powertrain 60 month/60,000 miles  
Corrosion 60 month/unlimited mileage Roadside Assist.60 month/60,000 miles

**8.FUEL TANK** 40.0 gal.

## **9.FACTORY CAB STEPS**

**10.TRANSMISSION:** Torq Shift 5-Speed Auto w/OD (Diesel)  
Includes tow/haul mode.

**11.PTO** Location Driver side

## **12.WHEELS & TIRES**

Tires: LT225/70Rx19.5G BSW Traction  
Includes 4 traction tires in the rear and 2 all-season tires on the front  
Wheels: 19.5" Argent painted Steel (6)

## **13. FULL SPARE TIRE**

(61J) 6-Ton Hydraulic Jack, excludes carrier, REQUIRED in Rhode Island

## **14.SEATS & TRIM**

Vinyl GREY 40/20/40 Split Bench Seat

## **15.OTHER OPTIONS**

Paint Monotone Paint Applications-Oxford White  
Engine Block Heater with exterior plug to be mounted on front bumper

## **16.MANUAL AIR CONDITION**

## **17.PAYLOAD UPGRADE PACKAGE**

(NONGV) GVWR: 19,500 lb Payload Package, Includes upgrade frame.  
See other guide Supplemental reference for future details on GVWR



## **18.HIGH-CAPACITY TRAILER TOW PACKAGE**

Includes aftermarket trailer brake wiring kit (not ordered if ordered with 52B Tow Command Integrated trailer brake Controller), Increases GCWR from 26,000 lbs to 33,000 lbs. Trailer Brake Controller not included, Salesperson's source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.

## **19.BACK-UP CAMERA:**

**factory dash mounted (OEM)**

## **20.EMISSIONS**

50 State Emissions System  
6 Ton Hydraulic Jack

## **21.WARRANTIES**

Power Train 5 Year

Bidder will supply one (1) complete set of Chassis builder's service manuals including wiring diagrams as built and diesel engine service, emissions/diagnostic service, Transmission service.

**\* 3 sets off keys should be supplied by vendor (No aftermarket keys are accepted\*.**



## **22.SPECIFICATIONS ENCLOSED UTILITY BODY WHITE:**

All basis body sheet metal steel to be 14 gauge two sided A40 minimum, galvanized (zinc coated) steel.

Door Construction - double panel, minimum 20-gauge exterior panel, and 20-gauge interior panel galvanized steel. Door edges will be folded-over construction. Automotive quality bubble type door seal is required to seal compartments from outside weather. Spring loaded door holders on all vertical doors, and chain supports on all horizontal doors.

Door Locks - Flush mounted (rivetless to door), stainless steel rotary action, paddle type. Free wheel in locked position. Door striker rings/pins are to be adjustable. Master locking system for each side of body to provide complete compartment locking from rear of truck. This locking system is to be spring loaded when the locking rod is in the open position.

Shelving and Dividers - constructed of 18-gauge G40 minimum spangle galvanized steel. Removable shelves are to be retained by shelf clips on 5" centers. Dividers are to be on 2" centers.

Understructure – constructed channel cross-members and longitudinals, or formed hot rolled steel understructure where applicable for better rust protection.

A wheel well liner will be required. A 1 in. steel fenderette will be incorporated into each fender.

The upper edge of the body is to have a rub rail that will run the entire length of the body.

12 gauge, two (2) sided, A40-A60 coating weight pressed diamond pattern or safety tread plate steel flush with rear cross member.

All welds to properly ground smooth and free from slag deposits. Metal edges, which may come in contact with personnel, are to be properly rounded to prevent injury. All welds will comply with AWS (American Welding Society) Procedures and Standards. Critical welding is to be done by certified welders only. Certified welders weld bumper riser to bumper mounting brackets.



**23.PRIMER - BODY** and body components to be primed using an automotive electro-cathodic immersion prime paint system. All outside exposed joints and seams will be alumastically caulked or continuously welded.

Paint – Body and body components to be finished painted. Inside of the body compartments can be left in primer color. The bodies are to be painted by the body manufacturer prior to shipment to truck upfitter. The body manufacturer is responsible for rotecting the body from damage during shipping.

#### **24.COMPARTMENTATION**

The street side of the body will have three (3) vertical compartments and one horizontal compartment. Their approximate dimensions will be as follows:

First vertical -30-1/4 in.  
Second vertical -25 in.  
Horizontal -50-3/4 in.  
Third vertical -27-1/4 in.  
(Behind rear axle)  
34.25"  
21"  
52.75" 25.25"

The curb side of the body will have three (3) vertical compartments, and one horizontal compartment. Their approximate dimensions will be as follows:

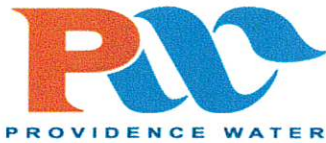
First vertical -30-1/4 in.  
Second vertical -25 in.  
Horizontal -50-3/4 in.  
Third vertical -27-3/4 in.  
(Behind rear axle)  
34.25"  
21"  
52.75"  
25.25"

**Compartment slide out generator location TBD.**

Wheel Chock Holders to be installed in drivers side skirt.

Conduit Doors installed in rear of body one on each side.

All compartments will be 20 in. deep and 40 in. tall.



#### Street Side

First vertical compartment – (3) plain adjustable and removable shelf.  
(3) sets of shelf brackets.

Second vertical compartment - (3) plain adjustable and removable shelf. (3) sets of shelf brackets.

Horizontal compartment – drop down door, (1) plain shelf with (5) permanent dividers and (1) permanent slotted shelves with (10) adjustable dividers.

Third vertical compartment – (3) slotted removable shelves with (15) adjustable dividers.

#### Curb side

First vertical compartment – (3) plain adjustable and removable shelf.  
(3) sets of shelf brackets.

Second vertical compartment - (3) plain adjustable and removable shelf. (3) sets of shelf brackets.

2 Horizontal – ctech 3 drawer unit passenger side/ drivers side.  
ctech 7 drawer unit vertical P/S compartment.

Third vertical compartment - (4) slotted removable shelf with (40) adjustable dividers. One (1) first-aid box mounted to the inside of door.

#### **25.JACKHAMMER HOLDER**

Mounted in P/S compartment location TBD compartment must be re-forced.  
Vendor will supply (60LB jackhammer model Chicago Pneumatic.

**26.ALUMINUM** fabricated box 2' high x 11' long x 8" wide on curb side of truck body.

#### **27.STEP BUMPER**

A 12 in. deep grip strut step bumper constructed of 10-gauge steel will be required. Bumper is to be bolted on (not welded). The entire bumper and riser plate assembly is to be grit blasted and then coated with 3 mil thickness of pure molten zinc immersion. 24" wide x 11.75" deep, center, fold-down gripstrut step to be provided. Step to be hot dip galvanized and be capable of folding flat on bumper in the up position. Paint safety Yellow.



## **28.CARGO TIE DOWNS**

E-track is to be installed on each side and front interior sides of the cargo area as high as possible. Four (4) ETrack ratchet strap tie downs are to be included.

## **29.TIE-DOWN RINGS**

(6) Hansen® stainless steel #10-40, 6,000 lb. capacity tie down rings recessed under floor welded solid. The capacity stamp must be visible. The rings are to be evenly spaced on the floor located in the deck just ahead of the tail board.

## **30.CONE HOLDER**

A bolt on upright cone holder will be installed on the front bumper. The cone holder consists of two (2) posts mounted on the cone holder platform. Two (2) 24 in. long x 1 in. dia. standard pipe are to be center mounted to a 33-1/2 in. x 14-1/2 in. x 8-1/2 in. 10-gauge galvanized steel holder. The posts are to be bolted to a 2-1/2 in. long 1-1/2 in. OD pipe welded to holder. The posts are hinged so that the hood can be tilted easily for maintenance. Provide a cone hold down retainer (dog bone design) with retainer chain and snap hook that slides down over the top of the cones.

## **31.LIGHTING**

The following lighting components will be supplied by the utility body manufacturer.

All compartments will be sufficiently lit to enable efficient night operation. The lights will be actuated from the cab by means of a switch labeled "Compartment Lights" located in the dash control box. All interior compartment lighting will be Hamsar LED Flex Strip Lighting mounted up inside the compartment, not on the doors. All interior lights will be mounted in such a manner to provide maximum lighting to compartment interiors.

## **32.WALKING SURFACES**

slip coating or equivalent preparation will be applied to all portions of the body on which an operator will frequently step. This is to include the entire deck and rear Step Bumper with spray liner.



### **33.PINTLE HOOK ASSEMBLY**

A Wallace model DP2000 w/ a 2 in. ball is required. It is to be bolted to a Curt Hitch model #48329, 2-1/2 in. square, 18,000 lb. capacity, 8-hole adapter plate. A Curt Hitch model #15600, 18,000 lb. GTW w/o weight distribution, 2-1/2 in. square receiver assembly which is to be properly braced and bolted to the frame of truck chassis is required. The receiver tube is to be extended back so that it is flush with the rear most edge of bumper. The pintle hook is to be capable of 24 in. high from ground to mouth with body empty. A separate safety eye mounted on the street side of plate is required for electric trailer break-away cable. 7-way flat trailer plug.

### **34.(2) INVERTERS/ GENERATOR MODEL HONDA EU3000is/W ELETRIC RECOIL. 1. INSTALED... and (1) BACK- UP UNIT.**

Weatherproof remote outlets to be mounted Outside rear curbside of utility body accessible from rear of truck.

Electrical Power Cord Reel 50' Model Coxreels EZ-PC13-5012B120V 20 Amps Mounted curb side rear.

### **35.DETACHABLE HITCH VISE MOUNT.**

Detachable hitch vise mount assembly with heavy duty 5" vise will be required it will be mounted on the truck heavy duty hitch mount receiver rear of truck. Model HVM-10 & HDV-5 or equivalent.

A locking assembly for the pinned post holder will also be required. A 50 in. tall (73 in. tall interior clearance) superstructure constructed of 14 gauge. galvanized steel will be required. It will be the same length as the body. The inside of the superstructure will have three (3) full length slotted shelves on each side with (10) adjustable dividers per shelf. Rear panel doors equipped with spring loaded door holders. (2) 11 in. x 14 in. **NO** glass windows, (1) each door, 2-point locking mechanism with "T" handle lock. One (1) 12 in. x 24 in. permanent window mounted in rubber at front bulkhead adjacent to chassis rear cab window with an inside removable protective screen. Two (1) set of side ladder racks, bolted with a 6 ft. spread will be required (1) on each side of superstructure Wilton Vice on mount bracket.



### **36.VANAIR UNDERDECK AIR COMPRESSOR**

Vanair 185 CFM underdeck air compressor  
PTO shaft driven with Marco EQP Live drive 4x4 option.  
1 - 3/4" x 50' reelcraft hose reel out rear of body.

### **37.SAFETY GRILLE LIGHTS**

(4) Federal Model MPS620U MicroPulse Ultra White /Amber Led lights.  
warning lights are to be mounted on the front grille of truck. Placement of lights shall be located so as not to be obstructed by safety cones on front cone holder.

### **38.SCENE LIGHTS**

Whelen M9lzc SCENE LIGHTS, 2 EACH SIDE, 2 REAR 2.

### **PAR-36 ROUND SUPER-LED**

Work Light with Stud/Swivel Mount.to be install rear truck utility body drivers' side.

### **39.WARNING LIGHT**

Whelen Amber M4 Series Model # M4A warning light shall be provided. The warning light shall incorporate Linear Super-LED and Smart LED technology. The M4A configuration shall consist of 12 amber Super-LEDs and a clear optic polycarbonate lens. The warning light, with the aid of two screws, shall have the ability to be installed as a surface mount warning light 2 on each side of utility body and rear len's stop/turn/taillights strobes.

All other body lighting will comply with FMVSS.

### **40. 2 LED ARROW STICKS, ONE FRONT, ONE REAR.**

### **41.7 PRONG FLAT TRAILER PLUG**

### **42.MUD FLAPS**

Two (2) mud flaps, located behind rear wheel well will be required. Mud flaps to be nondescript, anti-sail, and antispray type.

### **43.BACK-UP ALARM**

The alarm is to be mounted at the rear underneath truck body facing rearward, approximately 4 ft. above ground level. The alarm must be in a protected location to avoid damage from collision, debris,





etc., while allowing unobstructed sound penetration to the hazard area behind the vehicle.

**44. Two Way Radio Motorola XPR5550 45 Watt VHF See Attached Specs:**  
Remote Mount Head, Standard Mic, Standard Bracket Ignition Sense Cable, 13-Watt External Speaker, Remote Mount Cable Extended Power, Cable Antenna, Antenna Cable, and Connector (Radio Program with PWSB Frequencies)

45. (3) sets off truck Body keys should be supplied by vendor No aftermarket keys is accepted.

46. The bidders should be within 70 miles of 125 DuPont Drive Providence R.I 02907.

**47. The successful bidder must supply drawings of the Utility body- upfit  
If drawings are NOT submitted, the bid will be rejected.**

48.

**The successful vendor(s) will be required to provide the following, RIDMV completed application for registration and Title Certificate (TR-1) and responsible for registration & title fees.**

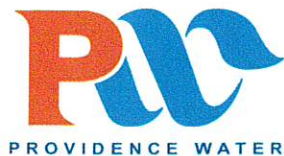
The bidders should be within 70 miles of 125 DuPont Drive Providence R.I 02907.

**\* All Prior Installations Must Be Approved by A PWSB Representative \***



(Existing truck Image passenger -side )





Bidder agrees to supply the Utility Truck described on Specification Sheet.

Less Trade-in

NET-TOTAL: Utility Truck One:

BID FORM

As per specifications contained in the BID

(Less Trade In)

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

TOTAL BID PRICE \$ \_\_\_\_\_

\$ \_\_\_\_\_

ESTIMATED DELIVERY DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Total Amount \_\_\_\_\_

Written

Less Trade-in

NET-TOTAL: Utility Truck Two:

BID FORM

As per specifications contained in the BID

(Less Trade In)

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

YEAR \_\_\_\_\_

TOTAL BID PRICE \$ \_\_\_\_\_

\$ \_\_\_\_\_

ESTIMATED DELIVERY DATE \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Total Amount \_\_\_\_\_

Written



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

## **SUPPLEMENTAL INFORMATION**

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

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

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

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

**You must be able to provide:**

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.
- **USE THESE BULLETS TO OUTLINE ITEMS YOU WILL NEED VENDORS TO PRODUCE ON REQUEST IF YOU SEEK TO AWARD THIS BID TO THEM.**



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

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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

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.