



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

REQUEST FOR QUALIFICATIONS

Item Description: PROVIDENCE SUSTAINABLE STORMWATER AND SEWER ASSESSMENT STUDY (2-YEAR CONTRACT)

Procurement/MinuteTraq #: 43189

Date to be opened: 12/4/2023

Issuing Department: Sustainability

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise (M/WBE) Program and the corresponding forms (Pages 11-15) to the M/WBE Outreach Director for the City of Providence, Grace Diaz
 - Email: gdiaz@providenceri.gov
 - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 16) to the issuing department’s subject matter expert:
 - Name: Priscilla De La Cruz
 - Title: Director of Sustainability
 - Email Address: pdelacruz@providenceri.gov

Questions may be submitted to the appropriate contact by November 15, 2023. Responses will be posted in the form of an addendum to this solicitation on November 22, 2023.

Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference on November 14, 2023 at 9:00 a.m. See “2.0 Instructions to Responding Parties” in the “Bid Package Specifications” portion of this solicitation below for the link to the virtual meeting.



**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, 02903.** At 2:15 P.M. all bids will be publicly opened and read at the Board of Contract and Supply Meeting in Conference Room 305, on the 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related** (see page 1) and **must include the company name and address on the envelope as well.**
- 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.



**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

<http://www.providenceri.gov/purchasing/how-to-submit-a-bid/>

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Bid Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Bid Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Bid Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-15) or on:*

<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

- Firm's Proposal: 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.
- [Standard Form 330](#)
- Addenda signed by an authorized Bidder representative.
- 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. No proposal will be accepted if the bid is made in collusion with any other bidder.
2. 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.
3. 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.
4. The Board of Contract and Supply reserves the right to reject any and all bids.
5. 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](#).
6. 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.
7. In case of error in the extension of prices quoted, the unit price will govern.
8. 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.
9. 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.
10. A certificate of insurance will normally be required of a successful vendor.
11. 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.](#))
12. No goods should be delivered, or work started without a Purchase Order.
13. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
14. 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. 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.



**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 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*: Not Applicable. This is an Request for Qualifications.

Total Amount in Figures*: Not Applicable. This is an Request for Qualifications.

****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



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

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



**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 its _____ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Qualifications (RFQ'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



**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 [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):



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

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



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

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.



**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 <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. You can also call (401) 574-8670 to verify certification, expiration dates, and services that the MBE/WBE is certified to provide. Note: MBE certification with the State of Rhode Island on the basis of Portuguese heritage is not currently recognized by the City of Providence's MBE program.

Form Instructions:

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

Assistance with Form Requirements

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

Contract Requirements:

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

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

Questions?

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



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

MBE/WBE PARTICIPATION AFFIDAVIT

Project /Item Description (as seen on RFQ):

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
CITY OF PROVIDENCE, RHODE ISLAND**

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 RFQ): _____

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

Proposed Subcontractor	MBE	WBE	Primary NAICS Code	Date of Mobilization	\$ Value of Subcontract
					\$ n/a. This is a RFQ.
					\$ n/a. This is a RFQ.
					\$ n/a. This is a RFQ.
					\$ n/a. This is a RFQ.
					\$ n/a. This is a RFQ.
					\$ n/a. This is a RFQ.
A. MBE SUBCONTRACTED AMOUNT:					\$ n/a. This is a RFQ.
B. WBE SUBCONTRACTED AMOUNT:					\$ n/a. This is a RFQ.
C. NON-MBE WBE SUBCONTRACTED AMOUNT:					\$ n/a. This is a RFQ.
D. DOLLAR AMOUNT OF WORK DONE BY THE PRIME CONTRACTOR:					\$ n/a. This is a RFQ.
E. TOTAL AMOUNT OF BID (SUM OF A, B, C, & D):					\$ n/a. This is a RFQ.
F. PERCENTAGE OF BID SUBCONTRACTED TO MBEs AND WBEs. (Please approximate).					%

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
CITY OF PROVIDENCE, RHODE ISLAND**

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 or mbe-wbe@providenceri.gov, for review **prior to bid submission**. This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is 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 RFQ): _____

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



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

BID PACKAGE SPECIFICATIONS

1.0 PROJECT OVERVIEW AND SCOPE OF SERVICES

1.1 INTRODUCTION

The City of Providence is seeking to identify qualified firms (consultants) with experience in development of sustainable financing for stormwater and wastewater collection systems. The consultant will assess the City's existing and future stormwater, and sanitary sewer and combined sewer collection systems' operations and management and their costs. With that assessment, the consultant will develop an equitable and sustainable funding plan with consideration to the City's economically disadvantaged population, and an administrative framework for implementation of the funding plan. Experience in programmatic, organizational, and legal aspects of sustainable financing options is necessary. As the range of experience required is broad, the City will consider firms in partnership without prejudice.

The objectives of the Sustainable Stormwater and Sewer Assessment Report are to provide information, as detailed below, for consideration by the City of Providence and its Stormwater Task Force to facilitate discussion of financing options to meet the City's operational and capital needs to ensure the City's sewer collection and stormwater drainage systems are optimally functioning, that the City is in compliance with relevant RIPDES and/or MS4 permit requirements and that capital improvement projects are implemented on a prioritized basis to repair/replace aging infrastructure, address water quality and flooding concerns, and build the City's resilience to changing weather patterns and sea level rise. Towards this end, the consultant will work directly with the Project Manager and/or Project Management Team to facilitate review and input by the Stormwater Task Force (Task Force), as further described below:

- **Project Manager** will be the City of Providence's Director of Sustainability who will be responsible for coordination between the consultant, the Project Management Team, and Stormwater Task Force.
- **Project Management Team** will be composed of representatives from the City's Departments of Sustainability, Public Works, Policy, and Operations. The Project Management Team will oversee the consultant's work and review and provide feedback on all interim and final deliverables.
- **Stormwater Task Force** composed of key stakeholders including City staff and officials, at least one Providence City Councilor, and representatives of local businesses, institutions, organizations, and environmental justice community. The Task Force will review and provide feedback on the consultant's draft interim deliverables. The Stormwater Task Force process will be staffed and facilitated by the Narragansett Bay National Estuarine Research Reserve (NBNERR) with support from the NEEFC/Southeast New England Program Network (NEEFC/SNEP Network) and the Project Management Team.

1.2 BACKGROUND

The City of Providence is located in the north-central portion of Rhode Island. To the east, the City is bounded by the Seekonk River and the Providence River, to the north by Pawtucket and to the west and south by North Providence, Johnson and Cranston. Other major water features include the Woonasquatucket River, West River, Mashapaug Pond and Roger Williams Park Ponds.

The City of Providence serves as the Capital City for the State of Rhode Island. Providence is home to most State administrative offices, seven hospitals and related medical facilities (RI Hospital, Women & Infants Hospital, Hasbro Children's Hospital, Butler Hospital, VA Hospital, Roger Williams Hospital, and The Miriam Hospital), seven academic institutions (Brown University, Rhode Island School of Design, Johnson and Wales University, Rhode Island College, Community College of Rhode Island, the Roger Williams University Providence Campus, and the University of Rhode Island Providence Campus) and serves as headquarters for several large corporations. Providence is predominately urban with dense residential and urban development patterns reflecting the historic economic drivers of the region, large manufacturing centers with close multi-story, multi-family dwelling units. Basic socioeconomic statistics are provided below:

- Population: 189,563



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

- Households: 67,974
 - Median Family Income: \$55,787
 - Form of Government: Mayor/City Council
- (Census Bureau, State and County Quick Facts 7/1/2022)*

Available open space and forested land use areas are minimal and are mostly managed as City parks or located in one of the many educational institutions' campuses located in Providence. The City has approximately 65% impervious cover according to the Rhode Island Department of Environmental Management (RIDEM).

1.2.1 Stormwater Management System

The City comprises approximately 18.4 square miles in area (5.5 sq. MS4 area) with about 15,000 manholes (5,000 manholes in MS4) 13,000 catch basins (5,000 MS4), 4,000 gutter inlets and 176 MS4 outfalls. The City has areas with combined sewers (68.3 percent) and the rest drain to separate storm sewers (31.7 percent). A significant portion of the stormwater system is 75 years old or greater. The overall stormwater and sewer system was mapped, and a GIS-based dataset was completed in 2023.

The waters of interest for Providence include major tributaries to Narragansett Bay including the Providence, Seekonk, Woonasquatucket, and Moshassuck Rivers and the ponds that bring respite to area residents including Roger Williams Park Ponds and Mashapaug Pond. Over the past three decades, significant strides have been made in improving the quality of these waters, however they are all considered "impaired" in the state's most recent Integrated Report (<https://dem.ri.gov/environmental-protection-bureau/water-resources/research-monitoring/water-quality-resources/integrated-reports>). Urban stormwater is a significant cause of water quality impairments in Rhode Island as a whole, and these surface waters in particular, causing deteriorated quality of our rivers and ponds which adversely affect recreational and commercial uses of these waters.

Stormwater is discharged into these surface waters via separate stormwater systems operated by the City of Providence and the Rhode Island Department of Transportation (RIDOT). Both entities are regulated under the RI Pollution Discharge Elimination System Phase II General Permit issued by RIDEM in 2003, and all have submitted the required Stormwater Management Program Plans. Both RIDOT and the City are working under consent decrees with US Environmental Protection Agency (US EPA) and RIDEM respectively to come into compliance with all minimum measure requirements of the 2003 Phase II permit, as well as the watershed specific stormwater management requirements established by Total Maximum Daily Load (TMDL) studies. To date, TMDLs have been completed for the following surface waters located in whole or part in the City of Providence:

- TMDLs for Phosphorus to Address Eutrophic Ponds in Rhode Island (including Roger Williams Park Ponds) approved by US EPA September 2007.
- TMDL for Dissolved Oxygen and Phosphorus, Mashapaug Pond, Rhode Island approved by US EPA September 2007
- RI Statewide TMDL for Bacteria Impaired Waters (including West River, Roger Williams Park Ponds) approved by US EPA September 2011
- Woonasquatucket River Fecal Coliform Bacteria and Dissolved Metals TMDL approved by US EPA July 2007

These TMDL studies have found stormwater to be contributing to the water quality impairments addressed by the TMDLs and contain detailed requirements for municipalities and RIDOT to go beyond the six minimum measures including both enhanced stormwater system operations (e.g., more frequent street sweeping) and construction of water quality treatment structures within the drainage systems of prioritized outfalls.

Working under the Consent Agreement with RIDEM, since 2017 the City has steadily improved operation and maintenance of its stormwater system, and following a phased approach to address TMDL requirements, has installed multiple stormwater retrofits to reduce stormwater pollutants impacting the City's surface waters, starting with improvements made to drainage systems discharging to Roger Williams Park Ponds which led to creation of the Providence Stormwater Innovation Center. The City is currently developing a TMDL Implementation plan for waterbodies required by the Consent Agreement (Roger Williams Park Ponds, Mashapaug Pond, portions of the West and Woonasquatucket Rivers), with draft report due in early 2024.



BOARD OF CONTRACT AND SUPPLY CITY OF PROVIDENCE, RHODE ISLAND

In addition to water quality concerns, another significant area of concern is urban flooding. The incidence and severity of urban street flooding has increased dramatically in recent years – a result of increased short duration, heavy rainfall events, aging and undersized stormwater infrastructure, and an increasingly impervious watershed. Since August 2022, the City has experienced six flash flooding events related to single event rainstorms. In July 2023 alone, Providence experienced three days with greater than 2 inches of rain, which caused significant flooding across the city. On September 10 and 11, 2023, consecutive heavy rain events caused significant flooding that inundated a strip mall under three feet of water and left many people stranded and in need of rescue by emergency responders. In each of these events, the same areas of the city experienced flooding leading to road closures, roadway damage, private property damage, injuries, and neighborhood disruption. The areas most acutely impacted are those least able to manage the impacts – frontline communities with lower incomes and low resilience.

Providence has sought to understand urban, coastal, and riverine flooding and the impacts climate change will have on flooding in coming years. As such, there are numerous projects currently underway to study flooding and watersheds, and to understand community needs as they relate to the impacts of flooding and potential solutions. Among others, these projects include:

- Watershed study of the Woonasquatucket River (Project lead: Woonasquatucket River Watershed Council)
- Hydrologic and hydraulic study of Pleasant Valley Parkway (Project lead: Providence DPW)
- Community engagement for climate resilience at the Port of Providence (Project lead: Providence Resilience Partnership)
- Total Maximum Daily Load Implementation Plan of four Providence Watersheds, including the Woonasquatucket and West Rivers (Project lead: Providence DPW)

1.2.2 Sewer Collection System

The City of Providence's Department of Public Works (DPW) owns and maintains an approximately 330-mile wastewater collection system¹ comprised of sanitary and combination sewers (together referenced in this document as the sewer collection system). It is estimated that the wastewater collection system serves 160,000 people with between 45,000 and 47,500 service connections. The system is interconnected and discharges to the Narragansett Bay Commission system, which serves the remainder of the population. The system ranges in date of installation from the 1850's to present day. It is estimated that 60% of pipe segments are over 100 years old, 80% of pipes segments are over 80 years old and 90% of pipes are over 50 years old. The sewer collection system has been mapped and a GIS dataset created, with the last update in December 2020.

The City is working under an EPA Administrative Order (Docket No. 07-013) to address areas of non-compliance with the Capacity, Management, Operations and Maintenance (CMOM) program, requiring self-assessment, annual reporting and action plan for the combined and sanitary sewer systems. From 2007-2019, reports were submitted intermittently. Since 2020, annual reporting has been submitted on time.

Starting in 2018, for the first time in recent memory, the City implemented a capital improvement plan and borrowed funds for capital improvements, with sewers and stormwater sharing a unique line item. These funds were scheduled to be implemented through 2022, with no guarantee of funding thereafter. The City's program was funded primarily by general revenue funds. Most funds are allocated toward salaries, benefits, and equipment (clamshell diggers, brick, mortar, castings). The majority of the work accomplished was in responses to poor drainage, cleaning catch basins, repairing catch basins or pipes with less than 6-foot invert.

In 2019 and 2020, the City started a proactive program to identify the most critical infrastructure and to clean/CCTV those segments to identify structural and maintenance issues. These findings have driven repair and maintenance operations in 2021-2022, as well as providing the framework to continue the inspection/cleaning program going forward, budget dependent.

In addition to the sewer collection systems owned by the City and stormwater drainage systems owned by the City and RIDOT, large areas of Providence are serviced by the combined sewer system operated by the regional sewer authority, the Narragansett

¹ System is composed of: Miles of gravity sewer: 327 total miles of sewer; 211 miles combined sewer, 116 miles sanitary sewer; Feet of force main: 100; Pump Stations: 1; Siphons: 1; Manholes: 14,473 total manholes; 9,497 manholes combined system; 4,976 manholes sanitary system.



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

Bay Commission (NBC). Under an agreement originally entered into with RIDEM in 1992, the NBC committed to a three-phase program of improvements intended to reduce the volume and frequency of CSOs entering the Narragansett Bay. Phase I of the CSO program completed in 2008 included the construction of the initial tunnel, a tunnel dewatering pump station, and seven drop shafts. Phase II completed in 2014 consisted of two interceptors that convey flows to the existing tunnel as well as two sewer separation projects and a constructed wetlands facility. The final phase, Phase III which largely manages combined sewage from Pawtucket and Central Falls, is scheduled to be completed in 2041 and is anticipated to result in a 98% reduction in CSOs from its collection system.

1.2.3 Summary of Past Regional Stormwater Utility Feasibility Study Findings

Starting in 2012, the City, with its neighboring municipalities (Cranston, Warwick, East Providence, Pawtucket and Central Falls), engaged AMEC to evaluate the feasibility of creating a regional stormwater utility to better manage the region's separate stormwater systems. The primary purpose of the Phase I planning level assessment was to gather information to determine if a regional approach to funding stormwater management should be developed for the upper Narragansett Bay municipalities. The Phase I study drew five major conclusions:

1. The Upper Narragansett Bay region has real, growing, shared and unresolved challenges in managing stormwater.
2. With adequate resources, the expertise is available to address these challenges and the solutions would provide tangible benefits to each municipality.
3. The solutions will cost more than municipalities are now spending on stormwater management.
4. A regional approach will be more efficient and effective than an individual approach.
5. A stormwater user fee, based on how much a property contributes to stormwater run-off, is the best and fairest way to pay for the improvements.

At the conclusion of the Phase I study, the six participating municipalities agreed that it made sense to further evaluate a regional approach. In 2015, CDM Smith was engaged to develop and facilitate Phase II, formally recognized as the Upper Narragansett Bay Regional Stormwater Utility Feasibility Study. The Phase II study utilized a level of service-based approach to evaluate current municipal programs as well as development of ten-year cost of service estimates for each municipality related to the operational and capital needs of their stormwater programs. The study detailed a funding plan including a preliminary rate analysis, and an administrative framework for alternative regional stormwater utility arrangements. Though the study provided useful information for consideration by the participating municipalities, at its conclusion, a multi-municipal regional approach was determined to be infeasible at that time.

Guided by these past studies and the understanding of the significance of the area's water resources to its economic prosperity and residents' quality of life, the City seeks consultant services to facilitate discussion of financing options to meet the operational and capital needs of the City's sewer collection and stormwater drainage systems.

1.3 PROJECT PURPOSE

The purpose of this solicitation is to select a qualified professional consultant to work with representatives from the City of Providence and the Stormwater Task Force to:

- describe the City's current approach to managing City-owned sewer collection and separate stormwater management systems, and the cost of these services;
- develop a ten-year planning level projection of future costs to meet operational and capital needs of the City's sewer collection and stormwater management systems;
- evaluate options for establishing equitable and sustainable financing to support the City's projected ten-year cost of services;
- develop a funding plan for the selected option(s); and
- develop an administrative framework for implementation of the selected option(s) including billing options.



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

In responding to this Request for Qualifications, Consultants should describe their approach to conducting the Sustainable Stormwater and Sewer System Assessment Study and accomplishing the studies' specific objectives and the reasons they have selected this approach.

1.4 SCOPE OF SERVICES

This detailed Stormwater and Sewer Assessment study will guide municipal representatives and the Stormwater Task Force through key aspects of evaluating the feasibility and development of a sustainable financing approach to manage the City-owned sewer collection and stormwater management systems. It is expected that the consultant will work collaboratively with the municipal staff (Project Manager and Project Management Team) and their partners (SNEP Network) to complete the tasks outlined in this Scope of Services.

Task 1. Describe the City's current approach to managing the City-owned sewer collection and separate stormwater drainage systems, and the cost of these services.

The description should include:

1. A description of the City-owned sewer collection and stormwater management systems and a general evaluation of their known condition based on available information.
2. The municipal departments and staff involved in managing the City-owned sewer collection and stormwater management system and their roles, duties, and responsibilities.
3. The current planning, operation, maintenance and capital improvement activities implemented under the existing sewer and stormwater management program.
4. Unmet needs as identified by City staff and leadership and/or members of the community.
5. The current costs associated with implementing the existing sewer and stormwater program activities and funding sources supporting these activities.

Task 1 Deliverables: The consultant will prepare a draft assessment of the City's existing sewer and stormwater management programs for review by the Project Management Team and prepare a revised draft incorporating feedback from the Project Management Team. The consultant will attend a meeting of the Stormwater Task Force to present the findings of the assessment. The consultant will incorporate feedback from the Stormwater Task Force in the final existing program assessment to be included in the Sustainable Stormwater and Sewer System Assessment Report.

Task 2. Develop a ten-year planning level projection of future costs to meet operational and capital needs of the City's sewer collection and stormwater management systems.

The planning level projection of future costs will take into consideration:

1. functionality of the City's sewer collection and stormwater management systems;
2. the City's compliance with applicable RIPDES and/or MS4 permit requirements (including existing Consent Decrees and Administrative Orders);
3. phased implementation of capital improvement projects on a prioritized basis to repair/replace aging infrastructure, address flooding and water quality concerns (including TMDL requirements) and build the City's resilience to changing weather patterns and sea level rise.

Task 2 Deliverable: The consultant will prepare a draft 10-year cost of services estimate as described above for review by the Project Management Team and prepare a revised draft incorporating feedback from the Project Management Team. The consultant will attend a meeting of the Stormwater Task Force to present the findings of the analysis. The consultant will incorporate feedback from the Stormwater Task Force in the final ten-year cost of service estimate to be included in the Sustainable Stormwater and Sewer System Assessment Report.



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

Task 3. Evaluate options for establishing equitable and sustainable financing to support the City’s projected ten-year cost of services.

The evaluation will provide sufficient information to assess each option’s feasibility, dependability, equitability, and legal defensibility including:

1. basis for revenue source and data availability to implement the approach,
2. ease of implementation,
3. fairness of the approach (cost burden vs contribution to the problem and/or benefits received),
4. ability to give equity consideration for the City’s economically disadvantaged residents,
5. legal considerations including the City’s authority to adopt the approach.

In consultation with the City of Providence, the consultant will select options to be evaluated; among the options to be included are the City of Providence’s general fund, financed by property tax revenues, City’s capital improvement plan, and a dedicated enterprise fund established solely for the purpose of managing city-owned sewer collection and stormwater drainage systems.

Task 3 Deliverables: The consultant will prepare a draft financing options analysis as described above for review by the Project Management Team and prepare a revised draft incorporating feedback from the Project Management Team. The consultant will attend a meeting of the Stormwater Task Force to present the revised draft of financing options. The consultant will incorporate feedback from the Stormwater Task Force in the final financing options analysis to be included in the Sustainable Stormwater and Sewer System Assessment Report.

Task 4. Develop a Funding Plan for the Selected Option(s).

Upon consultation with the City, the consultant will develop a funding plan detailing the financial impact and practical implications of implementing the selected option(s) including the estimated timing and amount of expected revenue, and impact on payers to the fund. If the selected option(s) include(s) a stormwater fee, it must be consistent with the Rhode Island Stormwater Management and Utility District Act of 2002 (RI General Law 45-61).

1. For any fee-based approaches, a preliminary rate analysis will be conducted and include:
 - a. the basis of the proposed fee (e.g., impervious cover for stormwater fee and water use for sewer fee);
 - b. consideration of the City’s economically disadvantaged residents based upon established qualifying criteria in use by other programs;
 - c. consideration of credits and other incentives to promote stormwater management improvements on private properties; and
 - d. consideration of how RIDOT infrastructure will be handled and whether fees will be utilized to ensure a consistent level of service across the City.
2. For all selected options, the financial impact will be assessed including estimated revenue stream over the ten-year period and as relevant, annual (or other term) costs for example payers (e.g., property owners including residential, multi-family residential, commercial, industrial, and institutional).

Task 4 Deliverable: The consultant will prepare a draft funding plan for the selected financing option(s) for review by the Project Management Team and prepare a revised draft incorporating feedback from the Project Management Team. The consultant will attend a meeting of the Stormwater Task Force to present the draft funding plan. The consultant will incorporate feedback from the Stormwater Task Force in the final funding plan to be included in the Sustainable Stormwater and Sewer System Assessment Report.

Task 5. Develop an administrative framework for implementation of the selected option(s) including billing options.

The consultant will develop an administrative framework for implementation of the selected option(s) including:



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

1. an organizational framework for implementing the selected financing approach;
2. an evaluation of billing options for the selected financing approach; among the options to include are a new stand-alone bill and “piggy-backing” on existing billing systems utilized by the City of Providence (e.g. property tax bills) or other water and sewer utilities operating in the City. The evaluation will include:
 - a. Billing logistics: frequency and recipient (property owner vs tenant)
 - b. Billing database considerations (source, accuracy, long term database management)
 - c. Ease of implementation and likely “collection” success based on other similar billing arrangements by other entities.

Task 5 Deliverables: The consultant will prepare a draft administrative framework document for the selected financing option(s) for review by the Project Management Team and prepare a revised draft incorporating feedback from the Project Management Team. The consultant will attend a meeting of the Stormwater Task Force to present the draft administrative framework document. The consultant will incorporate feedback from the Stormwater Task Force in the final administrative framework document to be included in the Sustainable Stormwater and Sewer System Assessment Report.

Task 6. Prepare the Sustainable Stormwater and Sewer System Assessment Report.

The consultant will compile the findings from all project tasks including revisions made in response to feedback from the Stormwater Task Force along with recommended steps to implement the selected option including recommended prioritization of implementation tasks and any enabling legislation and/or authorizing ordinances needed.

Task 6 Deliverables: The consultant will prepare a draft Stormwater and Sewer Assessment Report incorporating feedback from the Stormwater Task Force on the interim deliverables for review by the Project Management Team. The consultant will incorporate feedback from the Project Management Team in preparation of the final document. The consultant will also prepare a PowerPoint presentation of the findings for use by the City.

1.5 AVAILABLE RESOURCES

- City of Providence Climate Justice Plan: <https://www.providenceri.gov/sustainability/climate-justice-action-plan-providence/>
- [City of Providence 2022 CMOM Annual Report with Appendices](#)
- [City of Providence 2022 RIPDES MS4 Annual Report](#)
- City of Providence Sewer and Stormwater GIS Database and Plan Viewer: [Providence Sewer GIS Data & Plan Viewer \(arcgis.com\)](#)
- [City of Providence Stormwater Consent Agreement 2022 Compliance Report](#)
- Narragansett Bay Commission’s Combined Sewer Overflow Phase III documents: <https://www.narrabay.com/programs-and-initiatives/combined-sewer-overflow/cso-phase-iii-documents/>
- RIDEM TMDL documents: <https://dem.ri.gov/environmental-protection-bureau/water-resources/research-monitoring/restoration-studies-tmdl-documents>.
- Upper Narragansett Bay Regional Stormwater Management District Feasibility Study Documents: <https://www.unbstormwater.org/resources.html>

2.0 Instructions to Responding Parties

2.1 RFQ Schedule

Below is the RFQ schedule. The City may change these dates at its sole discretion, in the form of an addendum. All notifications and amendments to this solicitation will be posted via the Rhode Island Municipal Bidder Notification System. More information is available at <https://www.providenceri.gov/purchasing/>.

RFQ Posted	November 6, 2023
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**BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND**

Pre-Bid Conference	November 14, 2023 at 9:00 a.m.
Deadline for Questions	November 15, 2023
Response to Questions	November 22, 2023
Proposal Due Date	December 4, 2023 at 2:15 p.m.

2.2. Award Date

The City anticipates the selection of a consultant by the beginning of January 2024.

2.3. Contract Term

The project shall be completed within one year of the execution date of an agreement between the City and consultant.

2.4. Available Funding

The City has budgeted \$50,000 in FY 24 and \$25,000 in FY25 (pending budget approval) for this project. As such, the cap for the services requested in this solicitation is a total of \$75,000.

2.5. Pre-Bid Conference

There will be a non-mandatory pre-bid conference on the date and time included in the chart above. The pre-bid conference will provide firms responding to this solicitation with the opportunity to ask clarifying questions about the solicitation. In addition to responding to questions at the pre-bid conference, the Department will also post the questions and the Department’s responses from the pre-bid conference in an addendum to this solicitation on the Response to Questions date included in the chart above.

Pre-Bid Conference Link:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)²

Meeting ID: 212 068 619 984

Passcode: L7U87S

[Download Teams](#) | [Join on the web](#)³

Or call in (audio only)

[+1 332-249-0606,,580263708#](tel:+13322490606580263708) United States, New York City

Phone Conference ID: 580 263 708#

[Find a local number](#) | [Reset PIN](#)

2.6. Questions and Addenda

Firms responding to this solicitation are advised that once the solicitation has been issued, all contact must be handled per the guidance on page 1 of this solicitation package. Instructions for participating in this bidding process and information regarding this project will be provided only through this solicitation, the pre-bid conference, and written addenda. Questions may be submitted to the appropriate contact by the Deadline for Questions date included in the chart above. Responses will be posted in the form of an addendum to this solicitation on the Response to Questions date included in the chart above.

² https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZTM1OTZlYzUtZTAxYy00MWMvLTg0MGtMGZlMmZiZTY3MGQ3%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%22b7d5ffae-555a-48eb-8e29-2e0b32948084%22%7d

³ <https://www.microsoft.com/microsoft-teams/join-a-meeting>



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

Any addenda to this solicitation issued prior to the proposal opening date will include an addendum acknowledgement section. Since all addenda shall become a part of the solicitation, all addenda must be signed by an authorized Bidder representative and returned with the proposal. Failure to sign and return any addendum acknowledgements may be grounds for rejection of the proposal response.

2.7. Submission Process

Proposals must be submitted to the City on or before 2:15 PM EST on the Proposal Due Date included in the chart above. All proposals must include 2 original printed proposals and must be received before the deadline in a sealed package to the following address:

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

Proposals must include the following documents:

- Completed City bid forms 1, 2, 3 & 4
- M/WBE forms (and approved M/WBE waiver, if applicable).
- Proposal
- [Standard Form 330](#)
- Signed addenda

A checklist has been provided for respondent’s convenience on page 3 of this solicitation.

2.8. M/WBE Forms

All firms responding to this solicitation must include the relevant M/WBE forms included on pages 11-15 of this solicitation. If a firm will not meet the City’s goal of 20% M/WBE participation, a waiver must be requested. The approved waiver must be submitted with the firm’s proposal, so a request should be placed as soon as the firm knows they will not meet the goal to ensure adequate time for the waiver request to be processed and approved. See “Waiver Requests” on page 11 for more information.

2.9. Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the proposal due date and time. Once the proposal due date has passed all proposals become the property of the City.

3.0 Terms and Conditions

3.1 Proposal Ownership

All materials submitted in response to the solicitation shall become the property of the City upon bid opening and will be considered as part of this RFQ.

3.2 Accept/Reject Proposal

Potential vendors are advised to review all sections of this solicitation carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal. The City reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this solicitation. The City reserves the right to waive technicalities, irregularities, and omissions. The City reserves the right to make the award in a manner deemed to be in the



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

best interests of the City and to correct any award erroneously made as a result of a clerical error on the part of the City. Proposals received after the due date and time indicated on the cover of this bid will not be considered. The City's Purchasing website includes a step-by-step guide for submitting a bid <https://www.providenceri.gov/purchasing/how-to-submit-a-bid/>.

3.3 Rhode Island Public Records Law

Vendors are advised that all materials submitted for consideration in response to this solicitation will be considered Public Records as defined in Title 38, Chapter 2 of the General Laws of Rhode Island, without exceptions, and will be released for inspection immediately upon request after an award is made.

3.4 Solicitation Interpretation

Interpretation of the wording of this document shall be the responsibility of the City and that interpretation shall be final.

3.5 Modification of Terms

Any exceptions/additions/alterations to the terms and conditions contained herein must be included in the firm's proposal response. Failure to provide the required data to allow for evaluation of the firm's response to the solicitation, or failure to follow and complete the RFQ proposal format and accompanying documents will be grounds for rejecting the proposal offer. The City reserves the right to reject any proposals that alter the terms specified in the solicitation.

3.6 Confidentiality

From the date of issuance of the solicitation until the opening date, the responding firm must not make available or discuss its proposal, or any part thereof, with any employee or agent of the City. The firm is hereby warned that any part of its proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Rhode Island State laws.

4.0 CONSULTANT SELECTION

4.1 Proposal

1. **Letter of Interest:** A Letter of Interest (LOI) must accompany each response signed by an owner, officer, or other authorized agent of the firm. The Letter of Interest submission shall include a description of the proposed approach to achieve the objectives of the scope of work.
2. **Company Introduction:** Respondents are to include a complete description of the firm and other relevant information documenting organizational structure and expertise within various architectural/ engineering disciplines.
3. **Staff Qualifications:** Respondents are to include:
 - a. A listing of experienced personnel currently on staff, and
 - b. Resumes of proposed key personnel to be assigned to this project
 - c. A listing of the project manager and the full project team and each person's key deliverables
4. **Standard Form 330** must be completed and included in this response. The City must be informed of any changes in personnel at any time during the contract term. The City reserves the right to reject personnel and/or if in the event key personnel are no longer available, the City reserves the right to terminate this agreement.
 - a. <https://www.gsa.gov/system/files/SF330-21.pdf>
5. **Firm Experience:** Respondents are to include a listing of the firm's past and current projects relevant to stormwater funding and financing projects.
6. **References:** Name, address and telephone number of at least three (3) previous clients who are familiar with the services provided by your firm must be included. By so listing, specific permission is granted to the City to contact said individuals to verify the satisfactory performance of services provided.



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

7. **Existing Workload:** Respondents should include a current listing of all projects members of the project team are currently contracted to perform.
8. **Sub-Consultant(s):** The Respondent must disclose the identity and work arrangements established between the Prime and any proposed Sub-Consultant firm(s) to be assigned to this project. Full disclosure of the proposed team to be assigned this project requires:
 - a. a listing of experienced personnel currently on staff
 - b. resumes of proposed key personnel to be assigned to this project

4.2 Selection/Evaluation Criteria

The City will evaluate and rank proposals against the following selection criteria. This ranking will inform the City's final decision, though, where total scores are similar, the City reserves the right to select the firm it believes will deliver the best product.

Proposal Selection Criteria:

1. **Project Approach** (up to 30 points)
2. **Staff Qualifications:** including professional resumes of proposed staff assigned to project- both Prime and proposed Sub-Consultant(s) (up to 20 points)
3. **Firm's Previous Experience:** relevant to design services requested (up to 25 points)
4. **Firm's Existing Workload:** include current listing of projects contracted to perform (up to 10 points)
5. **Firm's Past Performance:** in terms of quality of work and timeliness of accomplishment (up to 15 points)

Maximum Score: 100

Only proposals ranked at a minimum of 80 points will be considered.

4.3 CONSULTANT INTERVIEWS

Interviews may be conducted prior to award for additional clarification of the firm's submission. It would be expected that the members of the consultant firm that will be actively involved in this project would be made available for an interview if required.



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

SUPPLEMENTAL INFORMATION

If the issuing department for this solicitation 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.
- Project Budget and Narrative



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

1. The terms “you” and “your” contained herein refer to the person or entity that is a party to the agreement with the City of Providence (“the City”) and to such person’s or entity’s employees, officers, and agents.
2. The Request For Qualifications (“RFQ”) 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 solicitation, 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 solicitation or, if none is required in the solicitation, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
11. The City may terminate this Agreement upon five (5) days’ written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the



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