



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

# **REQUEST FOR PROPOSALS**

**Item Description: Water Pitchers & Filters- Two Year Contract (Exp. 12/31/2025) with two 1-Year extension options**

**Procurement/MinuteTraq #: 43574**

**Date to be opened: January 16, 2024**

**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 (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 9-12) 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 13) to the issuing department’s subject matter expert:
  - Name: **Gina Palano**
  - Title: **Project Engineer**
  - Email Address: [ginap@provwater.com](mailto:ginap@provwater.com)

## **Pre-bid Conference**

**There is no pre-bid conference scheduled for this RFP.**

## **Deadline for questions submissions:**

All questions must be submitted in writing to the issuing department's subject matter expert at least 10 days before the date set herein for the opening of bids. Written clarifications or interpretations will be issued by Addenda not later than five days before the bid opening date. Only questions answered by formal written Addenda will be binding. Bidders are responsible for determining that they have received all issued Addenda.



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

**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: January 16, 2024**

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.**



**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/ 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 11-12) 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")
- Unit Bid Price Form (00 41 00 - Bid Form).

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

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



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

**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferable payment terms will not be considered.
3. Where prices are the same, the Board of Contract and Supply reserves the right to award to one bidder, or to split the award.
4. No proposal will be accepted if the bid is made in collusion with any other bidder.
5. Bids may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Bidders must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with the Rhode Island Business Corporation Act, RIGL Sec. 7-1.2-1401, et seq.
7. The Board of Contract and Supply reserves the right to reject any and all bids.
8. Competing bids may be viewed in person at the Department of the City Clerk, City Hall, Providence, immediately upon the conclusion of the formal Board of Contract and Supply meeting during which the bids were unsealed/opened. Bids may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. As the City of Providence is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
10. In case of error in the extension of prices quoted, the unit price will govern.
11. The contractor will **NOT** be permitted to: a) assign or underlet the contract, or b) assign either legally or equitably any monies or any claim thereto without the previous written consent of the City Purchasing Director.
12. Delivery dates must be shown in the bid. If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made.
13. A certificate of insurance will normally be required of a successful vendor.
14. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([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**  
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 **nighty (90) 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\*:

Unit Price Bid

Total Amount in Figures\*:

Unit Price Bid

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

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

The undersigned acknowledges receipt of Addenda numbered: \_\_\_\_\_

\_\_\_\_\_  
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 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





**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**

**MBE/WBE Participation Plan**

**Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.**

Bidder's Name:				
Bidder's Address:				
Point of Contact:				
Telephone:				
Email:				
Procurement #:				
Project Name:				
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? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE			
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li><b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li><b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>				
Name of Subcontractor/Supplier:				
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither			
Address:				
Point of Contact:				
Telephone:				
Email:				
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP				
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):
Anticipated Date of Performance:				
I certify under penalty of perjury that the forgoing statements are true and correct.				
<b>Prime Contractor/Vendor Signature</b>	<b>Title</b>		<b>Date</b>	
<b>Subcontractor/Supplier Signature</b>	<b>Title</b>		<b>Date</b>	

**\*If you did not meet the 20% MBE/WBE combined participation goal, submit a Waiver Request Form.**



**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](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.

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

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**

### **OVERVIEW**

At locations with lead service lines (LSLs), Providence Water (Owner) provides customers with water pitchers and a six-month supply of filter cartridges that can remove lead as part of its lead service line replacement (LSLR) programs and initiatives, water main rehabilitation (WMR) projects, and for compliance with the United States (US) Environmental Protection Agency (EPA) Lead and Copper Rule (LCR).

### **SCOPE OF WORK**

The scope of work for this contract includes furnishing potable water pitchers and filter cartridges for lead removal in accordance with the attached technical specifications (Section 22 32 00 - Domestic Water Filtration Equipment), including all administrative, shipping, and delivery costs.

It is anticipated that Providence Water (Owner) could require water pitchers with a 6-month supply of filter cartridges to about 6,200 locations per year. This quantity is an estimate, and exact annual quantities may be more or less depending on Owner's projects and needs in a given year.

### **PROPOSED SCHEDULE**

The duration of this contract is through 12/31/2025 with extension options. Requirements for schedule are as specified in the attached technical specifications.

### **EVALUATION CRITERIA**

The Unit Bid Price Form (Bid Form – 00 41 00) includes multiple unit bid price items. The requested unit bid prices are for a single unit item/product of each bid item. Bidders may include unit prices for any and/or all bid items based on Bidder's standard product offerings. It is not a requirement to provide unit bid prices for all bid items, but Bidders may provide unit prices for all bid items at their sole discretion. The Unit Bid Price Form also includes several generic unit price bid items to allow for Bidders to populate additional custom water pitcher and filter product offerings and submit corresponding unit bid prices for those items. If Bidders are not submitting pricing for an individual bid item, please write "Not Applicable" or "N/A" for those bid items.

The Bid price of each item on the Bid Form shall be stated in words and figures. Discrepancies between unit prices and their respective total amounts will be resolved in favor of the unit prices. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

In evaluating Bids, the Owner will consider whether or not the Bids comply with the specified requirements of the City of Providence, Rhode Island Board of Contract and Supply Requests For Proposals and the included technical specifications.

Owner may conduct such additional investigations as Owner deems necessary to establish the responsibility, qualifications, experience, capability, and/or financial backing of Bidders. Bidders must also be able to demonstrate compliance with and provide Owner with assurance of being able to provide products and items that meet any changes to the specified NSF standards within the contract period as required in the included technical specifications.



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

**BID PACKAGE SPECIFICATIONS (CONTINUED)**

The Owner reserves the right to reject any and all Bids, to waive any and all informalities if it is in Owner's best interest to do so, and the right to disregard any and all nonconforming, non-responsive, unbalanced, or conditional bids.

The Owner reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be not responsible and/or not meet the requirements and specifications of this RFP and/or that the Owner considers to be unqualified to perform the Work of this Project.

The Owner reserves the right to reject the Bid of any Bidder if in Owner's sole opinion would not be in the best interest of the Owner to make an award to Bidder.

A Bid which includes for any item a Bid Price that is abnormally high may be rejected as unbalanced.

If the Contract is to be awarded, the Owner will award the Contract to the Successful Bidder(s) whose Bid(s) represents the best interests of the Owner and Owner will provide a Notice of Award to the Successful Bidder(s). The intent of the Owner is to award this Contract to multiple Successful Bidders.



**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.
- Submittals as specified in the attached technical specifications to show that the proposed products comply with the required specifications and referenced standards.
- Any information requested by the Owner to assist Owner in evaluating Bids.



**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.

SECTION 22 32 00  
DOMESTIC WATER FILTRATION EQUIPMENT

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. At locations with lead service lines (LSLs), Owner provides customers with water pitchers and a six-month supply of filter cartridges that can remove lead as part of its lead service line replacement (LSLR) programs and initiatives, water main rehabilitation (WMR) projects, and for compliance with the United States (US) Environmental Protection Agency (EPA) Lead and Copper Rule (LCR).
- B. Furnish all materials, equipment, and incidentals required to provide Owner with domestic water filtration equipment, including:
  - 1. Water pitchers with filter cartridges for lead removal. Water pitchers shall have a minimum 6-cup capacity and be provided with at least one filter cartridge with minimum 40-gallon capacity to last 2 months.
    - a. Water pitchers, 6-cup capacity, with 40-gallon filter cartridge.
    - b. Water pitchers, 6-cup capacity, with 120-gallon filter cartridge.
    - c. Water pitchers, 7-cup capacity, with 40-gallon filter cartridge.
    - d. Water pitchers, 8-cup capacity, with 40-gallon filter cartridge.
    - e. Water pitchers, 10-cup capacity, with 40-gallon filter cartridge.
    - f. Water pitchers, 10-cup capacity, with 120-gallon filter cartridge.
    - g. Water pitchers, 11-cup capacity, with 40-gallon filter cartridge.
    - h. Water pitchers, 12-cup capacity, with 40-gallon filter cartridge.
  - 2. Additional water pitcher filter cartridges for lead removal. Water pitcher filter cartridges shall have a minimum capacity of 40 gallons to last 2 months.
    - a. Filter cartridges, 40-gallon capacity, to last 2 months – 1 pack.
    - b. Filter cartridges, 40-gallon capacity, to last 2 months – 2 pack.
    - c. Filter cartridges, 40-gallon capacity, to last 2 months – 3 pack.
    - d. Filter cartridges, 40-gallon capacity, to last 2 months – 4 pack.
    - e. Filter cartridges, 40-gallon capacity, to last 2 months – 6 pack.
    - f. Filter cartridges, 120-gallon capacity, to last 6 months – 1 pack.
    - g. Filter cartridges, 120-gallon capacity, to last 6 months – 2 pack.
- C. Fulfill Owner requests and orders for water pitchers and filter cartridges and ship and deliver water pitchers and filter cartridges to Owner as required and specified.

1.02 RELATED WORK

- A. Ship and deliver water pitchers and filter cartridges to Owner as required to fulfill Owner requests/orders.

### 1.03 REFERENCE STANDARDS

#### A. National Sanitation Foundation (NSF)

1. NSF/ANSI 42: Drinking Water Treatment Units – Aesthetic Effects.
2. NSF/ANSI 53: Drinking Water Treatment Units – Health Effects.

B. Where reference is made to one of the above standards, the revision in effect at the time products being ordered and delivered shall apply. The filter cartridges shall be NSF/ANSI 42 and NSF/ANSI 53 certified to remove lead under the certification limit at the time that they are ordered by the Owner. Therefore if these standards change within the contract period, products delivered after any standard changes shall meet the most recently updated standards.

### 1.04 QUALITY ASSURANCE

A. All filter cartridges for water pitchers shall be both NSF/ANSI 42 and NSF/ANSI 53 tested and certified. Provide submittals as required as evidence of this testing and these certifications for all water pitcher filter cartridges.

### 1.05 SUBMITTALS

A. Submit shop drawings and product data, warranty information, test reports, and certifications in accordance with the requirements of this Section as evidence of compliance with the requirements of this Section and all referenced standards.

B. Submit a certified affidavit of compliance from the manufacturer, prior to shipment of any materials and/or items, stating that all materials and/or items to be provided are manufactured, tested, and certified in accordance with the specified and referenced standards.

### 1.06 DELIVERY, STORAGE AND HANDLING

A. All materials and equipment shall be shipped, handled, and delivered in full accordance with the manufacturer's guidance, instructions, and recommendations.

B. Manufacturer shall provide all information, instructions, and recommendations for proper storage and handling of all materials and equipment.

### 1.07 GUARANTY & WARRANTIES

A. Water pitchers shall be provided with warranties against all defects in materials and workmanship for a minimum of 90 days.

B. Filter cartridges for water pitchers shall be provided with warranties against all defects in materials and workmanship for a minimum of 30 days.

## PART 2 PRODUCTS

### 2.01 WATER PITCHERS

#### A. Water pitchers shall:

1. Have a minimum capacity of at least 6 cups.
2. Support NSF 42 and 53 certified filter cartridges for the removal of lead.
3. Ensure that unfiltered water does not mix with filtered water.
4. Be provided with a user manual and/or quick start guide with setup, operating, and maintenance and care instructions.
5. Be provided with warranties as specified.

#### B. Water pitchers shall be manufactured by:

1. Brita
2. Dupont
3. PUR
4. ZeroWater
5. Or approved equal.

### 2.02 FILTER CARTRIDGES FOR WATER PITCHERS

#### A. Filter cartridges for water pitchers shall be tested and certified to reduce contaminants in drinking water in full accordance with the most recent version of the below standards. The filter cartridges shall be certified to remove lead under the certification limits of the following standards that are in effect at the time that they are ordered by the Owner. If these standards change within the contract period, products delivered after any standard changes shall meet the most recent standards.

1. NSF/ANSI 42 for reduction of non-health-related contaminants, including chlorine, taste and odor, chloramine, particulates, iron, manganese, zinc, and total dissolved solids (TDS).
2. NSF/ANSI 53 for reduction of health-related contaminants, including but not limited to lead, Cryptosporidium, Volatile Organic Compounds (VOCs), and chromium.

#### B. Filter cartridges for water pitchers shall:

1. Filter water in accordance with the required standards for at least 40 gallons to last 2 months.

2. Be manufactured by the same manufacturer as water pitchers and compatible with the provided water pitchers.
- C. Filter cartridges for water pitchers shall be manufactured by:
1. Brita
  2. Dupont
  3. PUR
  4. ZeroWater
  5. Or approved equal.

### PART 3 EXECUTION

#### 3.01 GENERAL

- A. All water pitchers and filter cartridges shall be shipped and delivered to the Owner in full accordance with the manufacturer's instructions and recommendations.
- B. All water pitchers and filter cartridges shall be delivered to Owner within two weeks of order(s) placed by Owner.
- C. Provide Owner with a minimum of 48 hours advance notice of all deliveries so that Owner can properly receive and inspect all items delivered.
- D. All shipments to Owner shall be sent and delivered to Owner's Central Operations Facility (COF), 125 Dupont Drive, Providence, Rhode Island 02907 during business hours from 8:30 AM to 3:00 PM, Monday through Friday (not including holidays).
- E. Any shipped items received by the Owner that the Owner determines to be damaged during shipment and/or delivery shall be returned to the manufacturer and immediately replaced by manufacturer at no additional cost to the Owner.

END OF SECTION



PROVIDENCE WATER
WATER PITCHERS & FILTERS - 2024-2025

BID FORM

Table with 5 columns: ITEM NO., UNIT QUANTITY, BRIEF DESCRIPTION OF ITEMS WITH UNIT BID PRICE IN WORDS, UNIT BID PRICE IN FIGURES, and AMOUNT IN FIGURES. Rows 1a-1f describe various water pitcher models with their capacities and filter types.



PROVIDENCE WATER  
WATER PITCHERS & FILTERS - 2024-2025

BID FORM

<u>ITEM NO.</u>	<u>UNIT QUANTITY</u>	<u>BRIEF DESCRIPTION OF ITEMS WITH UNIT BID PRICE IN WORDS<sup>1</sup></u>	<u>UNIT BID PRICE IN FIGURES<sup>1</sup></u>	<u>AMOUNT IN FIGURES<sup>1</sup></u>
1g	1 each	Water Pitchers, 11-cup capacity, with 40-gallon filter cartridge.  _____	\$ _____	\$ _____
		each		
1h	1 each	Water Pitchers, 12-cup capacity, with 40-gallon filter cartridge.  _____	\$ _____	\$ _____
		each		
1i	1 each	Water Pitchers, ___-cup capacity, with ___-gallon filter cartridge.  _____	\$ _____	\$ _____
		each		
1j	1 each	Water Pitchers, ___-cup capacity, with ___-gallon filter cartridge.  _____	\$ _____	\$ _____
		each		
1k	1 each	Water Pitchers, ___-cup capacity, with ___-gallon filter cartridge.  _____	\$ _____	\$ _____
		each		



**PROVIDENCE WATER  
WATER PITCHERS & FILTERS - 2024-2025**

**BID FORM**

<b>ITEM NO.</b>	<b>UNIT QUANTITY</b>	<b>BRIEF DESCRIPTION OF ITEMS WITH UNIT BID PRICE IN WORDS<sup>1</sup></b>	<b>UNIT BID PRICE IN FIGURES<sup>1</sup></b>	<b>AMOUNT IN FIGURES<sup>1</sup></b>
2a	1 each	Filter Cartridges for water pitchers, 40-gallon capacity, to last 2 months - 1 pack	\$	\$
		_____	_____	_____
		each		
2b	1 each	Filter Cartridges for water pitchers, 40-gallon capacity, to last 2 months - 2 pack	\$	\$
		_____	_____	_____
		each		
2c	1 each	Filter Cartridges for water pitchers, 40-gallon capacity, to last 2 months - 3 pack	\$	\$
		_____	_____	_____
		each		
2d	1 each	Filter Cartridges for water pitchers, 40-gallon capacity, to last 2 months - 4 pack	\$	\$
		_____	_____	_____
		each		
2e	1 each	Filter Cartridges for water pitchers, 40-gallon capacity, to last 2 months - 6 pack	\$	\$
		_____	_____	_____
		each		





**PROVIDENCE WATER  
WATER PITCHERS & FILTERS - 2024-2025**

**BID FORM**

<b>ITEM NO.</b>	<b>UNIT QUANTITY</b>	<b>BRIEF DESCRIPTION OF ITEMS WITH UNIT BID PRICE IN WORDS<sup>1</sup></b>	<b>UNIT BID PRICE IN FIGURES<sup>1</sup></b>	<b>AMOUNT IN FIGURES<sup>1</sup></b>
2f	1 each	Filter Cartridges for water pitchers, 120-gallon capacity, to last 6 months - 1 pack	\$ _____	\$ _____
		each		
2g	1 each	Filter Cartridges for water pitchers, 120-gallon capacity, to last 6 months - 2 pack	\$ _____	\$ _____
		each		
2h	1 each	Filter Cartridges for water pitchers, ___ - gallon capacity, to last ___ months - ___ pack	\$ _____	\$ _____
		each		
2i	1 each	Filter Cartridges for water pitchers, ___ - gallon capacity, to last ___ months - ___ pack	\$ _____	\$ _____
		each		
2j	1 each	Filter Cartridges for water pitchers, ___ - gallon capacity, to last ___ months - ___ pack	\$ _____	\$ _____
		each		



**PROVIDENCE WATER  
WATER PITCHERS & FILTERS - 2024-2025**

**BID FORM**

<b>ITEM NO.</b>	<b>UNIT QUANTITY</b>	<b>BRIEF DESCRIPTION OF ITEMS <u>WITH UNIT BID PRICE IN WORDS</u><sup>1</sup></b>	<b>UNIT BID PRICE <u>IN FIGURES</u><sup>1</sup></b>	<b>AMOUNT IN <u>FIGURES</u><sup>1</sup></b>
---------------------	--------------------------	---	---	---

**NOTES:**

1. All prices shall include all administrative costs, all costs associated with fulfilling Owner orders, and all shipping and delivery costs.