



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

# REQUEST FOR QUALIFICATIONS

**Item Description:** PLANNING, ENGINEERING, AND DESIGN SERVICES FOR SAFE STREETS PROJECTS (4.5 YEAR CONTRACT)

**Procurement/MinuteTraq #: 43591**

**Date to be opened: 1/29/2024**

**Issuing Department:** Planning and Development

## QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-10) 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 specifications outlined (beginning on page 11) to the issuing department’s subject matter expert:
  - Name: Alex Ellis
  - Title: Principal Planner
  - Email Address: [aellis@providenceri.gov](mailto:aellis@providenceri.gov)

## Pre-bid Conference

There will be a Non-Mandatory Pre-Bid Conference.

Date of pre-bid conference: 1/10/2024 Time: 10:30 am

Other details (e.g. location, links, question submission deadline): Please RSVP for the meeting to [aellis@providenceri.gov](mailto:aellis@providenceri.gov)

To join the meeting, use one of the following methods:

- Open this link: [https://teams.microsoft.com/join/19%3ameeting\\_MTkzODhmNzYtZTNiNy00YzI1LWEzYzAtOTA3YTlyMDMxNmM4%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%22e2760099-a628-4a07-83a6-d62672d8d0c4%22%7d](https://teams.microsoft.com/join/19%3ameeting_MTkzODhmNzYtZTNiNy00YzI1LWEzYzAtOTA3YTlyMDMxNmM4%40thread.v2/0?context=%7b%22Tid%22%3a%22561baac9-45d8-4ace-90d5-f642ceb985af%22%2c%22Oid%22%3a%22e2760099-a628-4a07-83a6-d62672d8d0c4%22%7d)
- In Microsoft Teams, use Meeting ID: 261 226 990 273 and Passcode: 2WiKJh
- Call +1 332-249-0606 and enter Phone Conference ID: 830 850 555#

Final date for questions to be submitted is 1/23/2024 by 4:30pm



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

**Opening Meeting Date: 1/29/2024**

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.



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

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

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



**BOARD OF CONTRACT AND SUPPLY  
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**NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to qualified and responsible applicants.
2. All services will be procured in accordance with the Code of Federal Regulations § 200.320(b)(2) and R.I. Gen. Laws § 45-55-8.1 for on-call Indefinite Delivery/Indefinite Quantity (ID/IQ) type contracting. The notice of Contract Award/Purchase Order will be issued in accordance with the State's Purchasing Regulations and General Conditions of Purchase copies of which are available at [www.ridop.ri.gov](http://www.ridop.ri.gov).
3. In determining the responsible applicants, cash discounts based on preferable payment terms will not be considered.
4. Where applicants are equally qualified, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
5. No proposal will be accepted if the response is made in collusion with any other bidder.
6. Responses may be submitted on an "equal in quality" basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
7. A applicant 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.
8. The Board of Contract and Supply reserves the right to reject any and all responses.
9. Competing applications 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. Applications may also be accessed electronically on the internet via the City's [Open Meetings Portal](#).
10. 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 (if applicable).
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 application). If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made (if applicable).
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. Applicant must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state and local laws, rules and regulations. (See Bid Form 2.)



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**BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **sixty (60) days of bid opening.**
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

**The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

**The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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**BID FORM 1: Bidders Blank**

1. Bids must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Bidder's responses must be in ink or typewritten, and all blanks on the bid form should be completed.
3. 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 a Request for Qualifications

Total Amount in Figures\*: Not applicable. This is a Request for Qualifications

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

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Title



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**BID FORM 2: Certification of Bidder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Bidder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Bidder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name



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

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All bids submitted in response to Requests for Proposals (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 RFQ/RFQ have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Representation

\_\_\_\_\_  
Printed Name





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**BID FORM 4: Affidavit of City Vendor**

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

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

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

Name of the person making this affidavit: \_\_\_\_\_

Position in the “Business” \_\_\_\_\_

Name of Entity \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

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

**Read the following paragraph and answer one of the options:**

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

a. Members of the Providence City Council?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):



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c. The Mayor of Providence?  Yes  No

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

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

- If Yes, please complete the following:

Recipient(s) of the Contribution:

Contribution Date(s):

Contribution Amount(s):

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position



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## **BID PACKAGE SPECIFICATIONS**

### **BACKGROUND INFORMATION**

The City of Providence seeks licensed qualified vendors who are experienced in planning, engineering, and construction management for complete streets projects. The term of this blanket contract shall commence on or about January 29, 2024 and expire June 30, 2028, unless terminated or cancelled, by the City. Respondents must comply with all applicable prevailing wage requirements, when preparing and submitting proposals to the City of Providence and other municipalities within the state of Rhode Island.

The Scope will entail work related to planning and engineering for Safe Street For All projects. Task orders will be issued by the City of Providence Department of Planning and Development (“DPD”). Separate qualification lists will be selected through this solicitation for the four tasks described below:

- Task 1: Engineering Design and Consulting (\$1,300,000.00)
- Task 2: Complex Intersection & Roundabout Design (\$940,000.00)
- Task 3: Permitting (\$1,350,000.00)
- Task 4: Complete Streets Master Plan Update (\$100,000.00)

Services shall be provided by qualified respondents upon task orders following award. This solicitation does not guarantee that the City will utilize any respondent for a minimum/maximum amount of time or for a minimum/maximum dollar value over the term of the blanket contract.

Following qualification, respondents will have the ability to review detailed scopes for task orders and to inspect locations prior to submitting quotes. DPD will conduct mini-bids from the qualified list in order to determine the lowest price offer. For these reasons and other unknown factors, the City is seeking **respondent qualifications only** that will be evaluated for placement on blanket contract. At the time of actual services needed, respondent will then provide pricing to the agency request.

Interested respondents may choose to submit for as many tasks as they have qualifications for. If a respondent does not have expertise in a particular task, they may respond to only those tasks that the respondent has competence in.

This request for qualifications and subsequent awards does not guarantee work to any of the awarded respondents. This procurement is meant to qualify respondents for projects on an as-needed basis as they are identified, funded, and authorized. Additionally, the services described below may be procured through a separate RFQ if the need arises.



## SCOPE OF WORK

### PROPOSAL SUBMISSION REQUIREMENTS AND INSTRUCTIONS

To be considered responsive, **brief** proposal submissions must include the following administrative and technical information for DPD review and subsequent selection recommendation(s):

1. **Letter of Transmittal:** A Letter of Transmittal must accompany each response signed by an owner, officer, or other authorized agent of the respondent. Letter shall state the portions of the RFQ that the respondent is submitting for.
2. **Company Introduction:** Qualified Respondents must provide evidence of expertise relative to the services requested. Respondents are also required to include a complete description and other relevant information documenting organizational structure, and specific office locations.
3. **Relevant Experience:** Respondents are to include a comprehensive listing of similar current and past projects and/or clients served providing services related to this Scope of Work.
4. **Client References:** Respondents must provide at a minimum three (3) references detailing client name/address, complete contact information, type of project and description of services provided, and timeframe completed. By listing these references, permission is granted to the City to contact said individuals to verify the satisfactory performance of services provided. Respondents shall submit references for each Task individually.
5. For each task respondents seek to qualify for, Qualified Respondents will:
  - a. Include an overview of mid/upper level personnel in responsible charge, and project managers, as applicable to the task.
  - b. possess working knowledge of all City, State and Federal transportation and environmental law, as well as the City's, RIDOT's and RIDEM's design and construction policies, procedures and standard specifications.
  - c. Identify a project manager, who will serve as the primary contact person between the Respondent and the City of Providence and be responsible for ongoing oversight and management activities including:
    1. **Produce Invoices, Monthly Progress and Budget Reports:** Monitor the rate of progress on authorized project tasks and acceptable fulfillment of work as well as Monthly Progress Reports to the City. Monthly Progress Reports shall outline work-hours and costs expended per task and a statement as to whether or not sufficient work-hours remain to complete tasks as authorized. Payment invoices shall be processed only if the required Monthly Progress Reports are current. *Invoices shall be submitted no more than monthly and shall be submitted by the 20<sup>th</sup> day of each month in order to be processed in a timely fashion. Any invoices received after the 20<sup>th</sup> day of each month will not be processed until the following month.* Invoices shall be submitted on AIA G702 -1992 entitled "Application and Certificate for Payment" and G-703-1992 entitled "Continuation Sheets" in native MS Excel format as a pencil copy. A detailed schedule of values shall be submitted on the G-703-1992 sheet approved by both the City's Project Manager and the



Providence Public Buildings Authority (PPBA) which shall serve as the invoice. The Respondent can submit the detailed back up in the form they are accustomed to.

2. **Coordinate and attend Regular Staff Coordination Meetings, Associated Meeting Materials, and Meeting Summary Notes:** Coordinate and attend regular (bi-weekly) virtual meetings with City staff to discuss findings and critical issues and review project status. The Respondent shall provide meeting agendas, materials, and minutes and shall also be responsible for hosting the virtual meetings on a platform of their choosing such as Zoom or Microsoft Teams.
  3. **Produce Monthly MBE/WBE Reports:** Monthly monitoring and reporting of City MBE and WBE requirements must accompany all invoices. The City shall supply the Respondent with forms required to be completed by the Respondent and submitted with each invoice.
6. Submissions should NOT include a cost proposal.

This RFQ seeks to pre-qualify planning and engineering firms. As projects are developed and authorized, the City of Providence will seek quotes from qualified respondents for particular items. The City is intending to award up to three (3) contracts under this RFQ for each task.

#### **TASK 1: ENGINEERING DESIGN AND CONSULTING**

1. **Background:** The City of Providence has been awarded a Safe Streets for All grant to improve the Urban Trail Network on multiple corridors throughout the city. These projects must be constructed by 2028 and this procurement will be the vehicle to request proposals for engineering and design tasks for all corridors included in the grant's scope. The City is seeking designs, specifications, and construction estimates for the corridors below. All work to be performed will be as approved and recommended by the Department of Public Works, and further subject to adequate funding authorized by the City and the Federal Highway Administration. Urban trails included in the project include:
  - a. **Broadway (Greene Street to Valley Street):** upgrading the unprotected striped bike lanes to a protected two-way urban trail, and associated improvements
  - b. **Greene Street (Fountain Street to Broadway):** installation of a contra-flow bike lane
  - c. **Fountain Street:** upgrading the paint-and-posts one-way protected bike lane between Empire Street and Union Street to two-way, and extension of the two-way protected urban trail to Biltmore Park and Greene Street.
  - d. **Salvati Way:** installation of a protected two-way urban trail between Waldo Street and Anthony Avenue, including shared use path connections to the Waverly Street terminus of the new bike path along Service Road 1 and to the intersection of Cranston Street and Huntington Avenue.
  - e. **Multiple locations:** upgrade of separation for several recently-installed urban trails from paint-and-posts to more solid separation materials such as curbing and green infrastructure.
2. Engineering design and consulting may consist of the development and performance of plans, specifications, contract documents, cost estimates, distribution of quantities, survey, investigations, studies and public meetings, coordination with abutters outreach/input.
3. In general, the scope of the project includes safety improvements such as protected bike lanes, curb bump-outs, raised crosswalks, increased signage, improved pedestrian crossings at signalized and unsignalized intersection, traffic signal visibility, lane narrowing, road diets, RRFB's, other Proven Safety



Countermeasures, etc.

4. The respondents shall demonstrate competence and experience in the planning, design and permitting of following disciplines: structural, geotechnical, environmental, traffic, transportation, ADA, bike facilities, pedestrian facilities, road construction/maintenance/preservation, and survey with specific skill/knowledge in, but not limited to:
  - a. Pavement and sidewalk maintenance and rehabilitation methods
  - b. Bicycle and pedestrian facilities in the urban environment
  - c. Traffic Calming, signals and operations
  - d. Urban place making
  - e. Complete Streets
  - f. National Association of City Transportation Officials (NACTO) guidelines
  - g. Stormwater management/green infrastructure
  - h. Sewer network maintenance, rehabilitation and construction
  - i. Landscape Architecture
  - j. Develop and deliver public presentations, compile feedback and make recommendations to City staff
  - k. Graphic Renderings
  - l. ArcGIS
  - m. Asset Management
  - n. Historical/cultural evaluations

## **TASK 2: COMPLEX INTERSECTION & ROUNDABOUT DESIGN**

1. **Background:** A significant portion of the project scope entails careful design of busy, complex intersections to achieve a diversity of goals, such as urban trail connectivity, improving comfort for those walking and bicycling across the intersections, and maintaining or improving motor vehicle level of service when possible. This task serves to qualify engineering & design consultants with specific expertise in these complex conditions. Roundabouts will likely not be appropriate at all of the complex intersections listed below, but respondents must possess the expertise to carefully evaluate the feasibility of roundabouts as well as other design alternatives. Complex intersections included in the grant include the intersections of:
  - a. Westminster Street, Broadway, Valley Street, Troy Street, and Olneyville Square
  - b. Manton Avenue, Hartford Avenue, Plainfield Street, and Olneyville Square
  - c. Cranston Street and Huntington Avenue
  - d. Harris Avenue, Eagle Street, and Atwells Avenue
  - e. Union Avenue, the RI-10 North ramps, and Service Road 1
2. Respondents shall have demonstrated experience with all the areas listed in Task 1, and in addition, shall have demonstrated experience with current regional and national guidance for designing traffic controls at complex intersections for both low-stress facilities for vulnerable road users and efficient traffic flow. This experience will include conceptual and final design of modern roundabouts, as well as evaluation of intersections for safety of walking and bicycling and traffic performance. Respondents will demonstrate experience with NCHRP Research Report 1043: Guide for Roundabouts as well as MassDOT Guidelines for the Planning and Design of Roundabouts.



### TASK 3: PERMITTING

- 1. Background:** As part of this federal grant improving conditions within the public right-of-way, permitting tasks compliant with the National Environmental Protection Act (NEPA) will be required. Respondents shall have demonstrated expertise to conduct documentation, generate reports, and obtain approvals as required by NEPA and USDOT. The consultant will assist the City in: submitting a project initiation letter prior to the start of NEPA; identifying and notifying participating agencies; developing a coordination plan with participating agencies; developing a schedule for the environmental review process; working with participating agencies and the public to develop the project's purpose and need; developing a range of alternatives with participating agencies and the public; documenting details of participation from agencies and the public; and developing an appropriate methodology and level of detail to be used in the analysis. This task serves to qualify respondents on the basis of experience with permitting through this and other regulatory requirements.
- 2.** The respondents shall demonstrate competence and experience in producing Benefit-Cost Analyses that shall include all information and sections suggested and required by the latest USDOT guidance for Benefit-Cost Analyses for discretionary grant programs, including, but not limited to an analysis of baselines and alternatives, demand forecasting, inflation adjustments, discounting, an appropriate analysis period, safety benefits, travel time savings, operating cost savings, emissions reduction benefits, facility amenity benefits, health benefits, agglomeration benefits, noise pollution, stormwater runoff, wildlife impacts, benefits to existing and additional users, modal diversion, work zone impacts, state of good repair, resilience, geographic extent, property value increases, capital costs, operating and maintenance costs, residual value and remaining service life, innovative technologies and techniques, a comparison of benefits to costs, net present value (NPV) a benefit-cost ratio (BCR), an economic impact analysis, financial impacts, distributional effects. The BCA shall include both a narrative (such as a technical memo) and detailed calculations used in the analysis. For the BCA narrative, each section shall detail all assumptions, calculations, and results of the BCA. The narrative and calculations shall provide enough information to allow USDOT reviewers to understand the analysis and reproduce the results. Respondents shall be able to document and describe all data sources in addition to information on how each source feeds into the analysis.

### TASK 4: COMPLETE STREETS MASTER PLAN UPDATE

- 1. Background:** In January 2020, the City of Providence released its first Great Streets Plan, a complete streets master plan and critical component of the City's Safety Action Plan that established a network plan for urban trails, identified priority intersections for safety improvements, and offered policy recommendations for City ordinances and procedures to improve conditions for walking and bicycling. Over the subsequent years, portions of the Great Streets Plan were implemented, and the City was awarded a Safe Streets For All grant from the Federal Highway Administration to both implement more urban trails and to update the plan. This task serves to qualify planning & engineering consultants with expertise in Safety Action Plans such as Providence's Great Streets Plan.





2. The respondents shall demonstrate competence and experience in the planning, design and permitting of the following disciplines: traffic, transportation, ADA, bike facilities, pedestrian facilities, and road construction/maintenance/preservation with specific skill/knowledge in, but not limited to:
  - a. Vision Zero
  - b. Establishing targets for mode shift, vehicle miles traveled, and network buildout pace
  - c. Complete streets case-making
  - d. Selection and implementation of car-free spaces
  - e. Traffic volume diversion on shared-street facilities
  - f. Applying Crash Modification Factors to selection of interventions
  - g. Normalizing crash data with consideration of mode-specific volume data
  - h. Best practice in traffic signal operations for safe bicycle and pedestrian travel
  - i. Snow removal policies for sidewalks and bike lanes
  - j. Integration of other plans into Safety Action Plans, including: transit master plans, local comprehensive plans, state bike plans, state complete streets plans, climate justice plans, sidewalk maintenance plans
  - k. Evaluation of effectiveness of traffic calming interventions
  - l. Shared micromobility
  - m. Effective organizational structures for project delivery in small cities
  - n. Best practice in transformation of urban highways

## **INSURANCE**

1. During the term of agreements resulting from this solicitation, the selected qualified respondents shall, at a minimum, maintain insurance coverage in the following types and minimum amounts:
  - a. General Liability Insurance
  - b. Each Occurrence - \$1,000,000.00
  - c. Bodily Injury to any one person - \$300,000.00
  - d. Automobile Liability (Combined Single Limit) - \$1,000,000.00
  - e. Workers Compensation and Employers' Liability Insurance - \$500,000.00
  - f. Professional Liability - \$2,000,000 per claim
  - g. Errors and omissions - \$1,000,000 per claim
2. Insurance certificates shall be provided within 10 calendar days of acceptance of a proposal for engineering design/consulting services. In the event of cancellation or modification of any of the insurance coverages required by this document, written notification shall be sent to the Director of Planning and Development or his/her designee. Renewal policies shall be submitted to the Providence Department of Planning and Development when available.
3. The awarded respondents shall be obligated to hold the City harmless from all claims arising under this contract and include the statement in his/her insurance. The City of Providence and the Providence Public Building Authority shall be named as additionally insured on a primary and non-contributory basis.

## **SUBLETTING**

1. Subletting any portion of this project is not authorized without the written approval of the City.
2. Selection of qualified applicants for each task will be based on the primary applicant only. Respondent shall provide detailed reasoning for including any subcontractors for any portion of any task where applicable.





## REQUIREMENTS AND CONDITIONS

1. Each respondent shall have no collusion or secondary interests with any other respondent.
2. All respondents shall be in compliance with all municipal and State Affirmative Action and Equal Opportunity practices.
3. The City reserves the right to reject any or all proposals or to make an award or multiple awards if deemed to be in the best interest of the City.
4. All costs associated with developing or submitting documents in response to this solicitation and/or in providing oral or written clarification of its content shall be borne by the respondent. The City assumes no responsibility for these costs.
5. Qualifications in response to this solicitation are considered to be irrevocable for a period of not less than ninety (90) days following the established due date and may not be withdrawn without the express written permission of the Purchasing Agent.
6. Contact: Alex Ellis, Principal Planner at (401) 680-8522 or [aellis@providenceri.gov](mailto:aellis@providenceri.gov) with any questions relating to this advertisement or services requested under this advertisement by 2:00PM on Monday, January 23, 2024. Questions received after this time may not be considered.
7. In accordance with RI Gen. Laws 7-1.1-99, no foreign corporations, a corporation established other than in Rhode Island, has the right to transact business in this State until it has procured a Certificate of Authority to do so from the Office of the Secretary of State (401) 222-2357. If applicable, a copy of Respondent's Certificate of Authority must be included as part of the Proposal Submission located behind the front page of each copy of the proposal. Failure to do so may result in disqualification. Any Respondent who does NOT have a current Certificate of Authority for the firm MUST acknowledge non-compliance with this requirement and confirm in writing that, if selected for the project, will expedite acquisition of a Rhode Island Certificate of Authority prior to award. The letter of acknowledgement must be included behind the front page of each copy of the proposal.
8. In accordance with Title 5, Chapter 8 of the Rhode Island General Laws, any person or firm which practices or is offering to practice engineering within the State of Rhode Island must be registered and or hold certificates of authorization from the State of Rhode Island Board of Registration for Professional Engineers. A copy of registration/certification must be submitted with the Letter of Interest.
9. Respondents who repeatedly do not respond to agency requests are subject to removal from this blanket contract.

## FIXED FEE LUMP SUM AWARD

This method will apply to those projects that have a defined scope of work. DPD will solicit quotes from all respondents qualified for a specific task by providing a scope of work for a specific task order. The Respondent shall submit a properly itemized proposal covering the requested Work. This proposal shall be itemized to include the various components of work and shall be segregated by labor, materials, and equipment in a format



satisfactory to DPD. Any amount in excess of the maximum dollar amount must be reviewed and authorized by the Department of Purchasing. The Department of Purchasing reserves the right to solicit quotes from all Respondents for any project regardless of its estimated value. Respondents must conduct a no cost site inspection and issue a no cost written price quote for any project at the request of DPD. The quotation shall be provided within ten (10) business days of the original request and shall include a detailed summary. DPD shall be under no obligation to pay for Work done without prior approval and the City may at its sole option request alternative quotations.

The cost of the services to be performed shall not be increased over the initial cost estimate without a written estimate signed by the agency and Respondent. Respondents must document and submit an estimate for a change in cost or time with sufficient data to allow an evaluation of the estimate.

## PROPOSAL - RESPONDENT QUALIFICATION

Narrative and format: Responses must include a list of references as per attachment A. Responses should also include information for individual(s) who would be the main point of contact(s) in the event a purchase order is issued.

### Selection/Evaluation Criteria

All proposals delivered to the City shall be initially reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFQ. All responsive proposals will then be evaluated and rated based on the proposal submittal requirements and evaluation criteria below and on the following pages. Please read information regarding each requirement and the criteria for each carefully.

For each task, the City reserves the right to qualify one respondent, multiple respondents, or no respondents, and/or re-release this RFQ as it deems in the best interest of the City of Providence.

1. **Completed forms as listed on Page 3 of this RFQ:** These forms and documents are required as part of the proposal. Please ensure all required forms are properly completed and signed. Failure to complete all forms may result in disqualification at the sole discretion of the City of Providence.

(5 possible points)

Non-Responsive (0 pts): Provided completed forms as required by the RFQ

Meets Requirements (5 pts): Failed to provide completed forms as required by the RFQ

2. **Cover Letter** signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal and describing how you and understand the Project. Failure to provide a cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal may result in disqualification.

(5 possible points)

Non-Responsive (0 pts): Failed to provide cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal

Meets Requirements (5 pts): Provided cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal



3. **Project Approach and Understanding:** Include a Scope of Work that outlines the specific tasks and deliverables required for the project as well as a Project Approach and Understanding Narrative that describes how you understand the Project, unique elements of your understanding and approach, and how you will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence.

(30 possible points)

Non-Responsive (0 pts): A narrative describing the consultant's understanding of the Project and how they will meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence was not included in the Proposal; and/or

Poor (6 points): A Scope of Work that outlines the specific tasks and deliverables required for the project was not included in the proposal. Narrative provides poor understanding of the Project and lacks detailed enough evidence to demonstrate that they will be able to meet the requirements, purpose, objectives, and specific needs of this project and the City of Providence and/or

Below Average (12 pts): Scope of Work does not include the specific tasks and deliverables required for the project. Narrative reflects some understanding, but serious concerns remain regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Average (18 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative reflects a basic understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No major concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. If there are concerns, they are only minor.

Above Average (24 pts): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence. No concerns regarding consultant's understanding of and approach to requirements, purpose, objectives, and specific needs of this project and the City of Providence.

Excellent (30 points): Scope of Work includes the specific tasks and deliverables required for the project. Narrative very clearly reflects extremely strong understanding of the requirements, purpose, objectives, and specific needs of this project and the City of Providence in an innovative way that exceeds other proposals and is beneficial to the City of Providence. No concerns regarding consultant's understanding of and approach to the requirements, purpose, objectives, and specific needs of this project and the City of Providence. Scope of Work includes the specific tasks and deliverables required for the project.

4. **Qualifications and Recent Relevant Experience:** Provide **resumes and past project information sheets** regarding the history and experience of the respondent. Resumes shall include the name(s), business address, phone number, email addresses, and resumes of individuals proposed to participate in all work efforts identified and needing to be performed to meet the intent of this project. The Project Manager shall be clearly identified along with the roles of other significant project participants. The respondent shall be scored based on their demonstrated level of experience and competence in the following areas of expertise.

The respondent shall possess a minimum of 5 YEARS (chronologically) in urban bike and pedestrian planning and urban design and urban landscape architecture experience. As part of the evaluation process, the City will assess the respondent's technical capacity in relationship to the Project. Given the workload anticipated, the Respondent must possess the capability to design numerous work assignments simultaneously and the capacity to perform said services concurrently. Respondents shall include resumes of overall key



personnel to be assigned including identification of the specific Project Manager to be assigned to each task for which qualification is sought. Respondents must possess a working knowledge of all City, State and Federal transportation laws as well as the City's and RIDOT'S design and construction policies, procedures and standard specifications.

In accordance with RI General Laws, the selected Respondent shall maintain required Certificates of Authorization and relevant professionals must maintain personal registrations in the State of Rhode Island as Professional Engineers and registered Landscape Architects for the defined contract term.

The following reflects the experience Respondent is expected to possess; each item is assumed relevant to all tasks except where noted.

The Respondent shall have experience in the following:

- Planning and design of urban bicycle and pedestrian shared and separate use facilities, bicycle signage, bicycle signals, and striping improvements, particularly high comfort bicycle facilities such as separated, protected cycle tracks in urban communities
- Design of urban streetscapes and Complete Streets
- National Association of City Transportation Officials (NACTO) guidelines
- Green Infrastructure
- Stormwater Management (all tasks except Task 4)
- Making presentations to stakeholders and the public to expand public support and address community concerns (all tasks except Task 3)
- Non-traditional community engagement efforts including tactical urbanism, pop-up demonstration events, street team outreach, and other methods used to engage populations typically marginalized from traditional public engagement methods (all tasks except Task 3)
- Graphic Renderings
- Traffic calming measures
- Traffic and safety analyses
- Designing for operation and maintenance including street sweeping, snow plowing and catch basin and other stormwater facility considerations (all tasks except Task 3)
- Developing plans, specifications, contract documents, and engineer's estimates that follow state DOT policies and standards
- ADA Evaluation and improvements
- Historical/Cultural evaluation and permitting
- Environmental (i.e. Formal Permitting Applications, Hydraulic Studies and Reports, Hazmat, Hazardous Materials/Waste Investigations, Soil Management, landscaping, etc.) (all tasks except Task 4)
- Electrical (i.e. lighting, etc.)
- Maintenance & Protection of Traffic Control
- Right-of-Way (all tasks except Task 4)
- Traffic Data Collection (all tasks except Task 3)
- Signal Modifications (Tasks 1 and 2)
- Utility Locating (Tasks 1 and 2)
- Contract Time Development

Please also **clearly** indicate your experience with each of the following Areas of Expertise:

- The latest publications, and its associated revisions/addendums, of the following design criteria if applicable, shall be utilized in the development of all alternate solutions and the final detail design.



- Urban Bikeway Design Guide, National Association of City Transportation Officials (NACTO): <http://nacto.org/cities-for-cycling/design-guide>
- FHWA Separated Bike Lane Guide:  
[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/publications/separated\\_bikelane\\_pdg/separatedbikelane\\_pdg.pdf](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/separated_bikelane_pdg/separatedbikelane_pdg.pdf)
- AASHTO Policy on Geometric Design of Highways and Streets
- AASHTO Guide for the Development of Bicycle Facilities
- AASHTO Guide for the Planning, Design and Operation of Pedestrian Facilities
- AASHTO Roadside Design Guide
- AASHTO Standard Specifications for Highway Bridges
- AASHTO Subsurface Investigation Manual
- Accessible Rights-of-Way: A Design Guide. U.S. Architectural and Transportation Barriers Compliance Board (Access Board)
- Americans with Disabilities Act Accessibility Guidelines (ADAAG)
- The Americans with Disabilities Act (1990), as Amended
- Federal-Aid Policy Guide (FAPG) 626, Pavement Design Policy
- Federal-Aid Policy Guide (FAPG) 625, Design Standards for Highways
- Highway Capacity Manual
- Manual of Transportation Engineering Studies - Institute of Transportation Engineers
- Manual on Uniform Traffic Control Devices
- Public Rights-Of-Way Accessibility Guidelines (PROWAG)
- Rhode Island Standard Specifications for Road and Bridge Construction, with latest revisions
- Rhode Island Standard Details, and the Bridge Design Standard Details, both with latest revisions
- RIDOT *Design Policy Memos* and “*To All Consultants*” letters, with latest revisions
- Rhode Island Bridge Design Manual
- RIDOT Traffic Design Manual
- RIDOT CAD Standards Manual
- RIDOT Highway Design Manual
- Rhode Island’s Complete Streets Action Plan
- Rhode Island Department of Transportation Design Procedures for Pavement Design, with latest revisions
- Section 504 of the Rehabilitation Act of 1973 Implementing Regulation 49 CFR 27
- Title II of the Americans with Disabilities Act Implementing Regulation (28 CFR 35)
- Traffic Engineering Handbook, 6th Edition - Institute of Transportation Engineers
- 23 CFR Part 650, Bridges, Structures, and Hydraulics
- 3R Policies for Collector Streets and Highways on the Federal Aid System in Rhode Island



- Successful completion of Benefit-Cost Analyses for municipal and state governments for bicycle, pedestrian, bus, park/open space, **and** stormwater improvement projects in line with USDOT's requirements for Benefit-Cost Analyses

(30 possible points)

Non-Responsive (0 pts): Resumes and/or past project information sheets are either not included or do not provide any evidence to demonstrate past success in the stated areas of expertise outlined above.

Poor (6 points): Resumes and past project information sheets provide little evidence to demonstrate past success in the stated areas of expertise outlined above.

Below Average (12 pts): Resumes and past project information sheets reflect experience and background in some, but not all, of the stated areas of expertise outlined above.

Average (18 points): Resumes and past project information sheets reflect experience and background in all of the stated areas of expertise outlined above.

Above Average (24 pts): Resumes and past project information sheets very clearly reflect strong experience and background bringing successful projects to fruition in all of the stated areas of expertise outlined above.

Excellent (30 points): Resumes and past project information sheets very clearly reflect extremely strong experience and background in all of the stated areas of expertise outlined above in a way that exceeds other proposals and is very beneficial to the City of Providence and to the success of this project.

## 5. **References:**

- Provide three relevant references for the respondent's work.*** These may overlap with references for specific projects. Each reference should have the person's full name, email address, and phone number listed.
- Provide at least one reference for each project listed as part of each firm's qualifications.*** The reference must have been directly involved in the project on behalf of the hiring agency and have direct experience supervising the work of the consultant. Each reference should have the person's full name, email address, and phone number listed.

(10 possible points)

Non-Responsive (0 pts)

- 3 relevant references were not provided for the respondent; ***and/or***
- No references were provided for each project listed as part of each firm's qualifications.

Poor (2 points)

- 3 relevant references were provided for respondent, however two or more did not recommend working with respondent or expressed serious concerns regarding quality of work; ***and/or***
- References were provided for each project, but one or more were not directly involved in the project on behalf of hiring agency ***and/or*** references did not have direct experience supervising work of respondent.

Below Average (4 pts)



- 3 relevant references were provided for respondent; however, one reference did not recommend working with respondent or expressed serious concerns regarding quality of work; and/or
- References were provided for each project, but one or more did not recommend working with consultant or expressed serious concerns regarding quality of work.

Average (6 points)

- 3 relevant references were provided for respondent. No serious concerns regarding quality of work.
- References were provided for each project listed. No serious concerns were expressed by references regarding quality of work.

Above Average (8 pts)

- 3 relevant references were provided for respondent. No serious concerns regarding quality of the respondent's work and majority of references enthusiastically recommended working with respondent.
- References were provided for each project listed. No serious concerns were expressed regarding quality of work and majority of references enthusiastically recommended working with respondent.

Excellent (10 points)

- 3 relevant references were provided for respondent. No concerns expressed regarding quality of work and all references enthusiastically recommended working with respondent.
- References were provided for each project listed. No concerns were expressed regarding quality of work and all references enthusiastically recommended working with respondent.

**Interviews:** For each task, the City will reach out to the three (3) top-scoring respondents for interviews, which shall have a maximum score of 20 points to be added to the total score of the proposals.

Non-Responsive (0 pts): Proposer declined opportunity for interview.

Poor (4 pts): Proposer was not well prepared for interview and/or interview team raised major concerns about proposer's understanding, approach, and/or experience.

Average (12 pts): Proposer was prepared for interview and no major concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.

Excellent (20 pts): Proposer was extremely well prepared for interview and no concerns were raised by the interview team regarding proposer's understanding, approach, and/or experience.





**Scoring Sheet** (to be completed by City Evaluation Team for each respondent)

Respondent: _____		<b>Task 1:</b> Engineering Design and Consulting  Submitting (y/n): ____	<b>Task 2:</b> Complex Intersection & Roundabout Design  Submitting (y/n): ____	<b>Task 3:</b> Permitting  Submitting (y/n): ____	<b>Task 4:</b> Complete Streets Master Plan Update  Submitting (y/n): ____
<b>Technical Evaluation Criteria</b>	<b>Cover Letter (5 pts)</b>				
	<b>Completed Forms (5 pts)</b>				
	<b>Qualifications and Relevant Experience (30 pts)</b>				
	<b>Project Approach and Understanding (30 pts)</b>				
	<b>References (10 pts)</b>				
<b>Technical Evaluation Score</b> (subtotal of above)					
<b>Interview Score (20 pts)</b>					
<b>Total Score</b> (Technical Evaluation Score + Interview Score)					

**Final selection:** Once all interviews have concluded, the City shall attempt to negotiate a contract with the highest qualified firm at compensation which the City determines is fair and reasonable to the City. Should the City be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, the City shall undertake negotiations with the second most qualified firm. Should the City be unable to negotiate a satisfactory contract with that firm, the City shall undertake negotiations with the third most qualified firm. The City reserves the right to reject all bids.





## SUPPLEMENTAL INFORMATION

If the issuing department for this RFQ 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.
- **Certificates and Registrations:** In accordance with RI General Laws, the entities that make up the selected Consultant shall maintain required Certificates of Authorization and relevant professionals must maintain personal registrations in the State of Rhode Island as Professional Engineers for the defined contract term. This requirement shall apply to the Prime Consulting Firm and applicable Sub-consultants(s) providing engineering, architecture, or landscape design services under this contract.



**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 (“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 RFQ, 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 RFQ or, if none is required in the RFQ, 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.