



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

# REQUEST FOR PROPOSALS

**Item Description: CORROSION CONTROL SERVICES & MAINTENANCE (EXP. 6/3027) 3 Year Contract with a 2 -Year**

**Option**

**Procurement/MinuteTraq #: 44733**

**Date to be opened: 5/6/2024**

**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 (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 9-13) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
    - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Benjamin Stoops
  - Title: Principal Engineer
  - Email Address: [benjamins@provwater.com](mailto:benjamins@provwater.com)

## Pre-bid Conference

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

## Deadline for questions submissions:

**Friday April 26, 2024**



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

**INSTRUCTIONS FOR SUBMISSION**

**Meeting Date: 5/6/2024**

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 11-112) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

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

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

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



**BOARD OF CONTRACT AND SUPPLY  
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\*: \_\_\_\_\_

Total Amount in Figures\*: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Title



**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.

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

I acknowledge the City of Providence's goal of a combined MBE/WBE participation is 20% of the total bid value. I am requesting a waiver of \_\_\_\_\_ % MBE/WBE (20% minus the value of **Box F** on the Subcontractor Disclosure Form). If an opportunity is identified to subcontract any task associated with the fulfillment of this contract, a good faith effort will be made to select MBE/WBE certified businesses as partners.

\_\_\_\_\_  
Signature of Prime Contractor /  
or Duly Authorized Representative

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of City of Providence  
MBE/WBE Outreach Director /  
or Duly Authorized Representative

\_\_\_\_\_  
Printed Name of City of Providence  
MBE/WBE Outreach Director

\_\_\_\_\_  
Date Signed



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

## **PURPOSE**

Providence Water is engaged in an ongoing Infrastructure Replacement and Capital Improvements Program to upgrade and improve its water treatment, supply, storage, and pumping facilities, and pipelines. To provide assistance for the successful execution of this program Providence Water is soliciting proposals for Corrosion Control services on an as-needed basis. The intent of the request is to enable Providence Water to have readily available a corrosion control consulting firm specializing in the study, evaluation, design, and mitigation of corrosion processes in order to expedite the completion of a wide range of capital and planning projects.

Providence Water requests corrosion engineering and maintenance services be provided for a range of water related infrastructure in the operation of the treatment, transportation, storage and distribution of potable water. These services, specifically, and field assessment services, shall be able to be provided to Providence Water within one day of notice to proceed to facilitate an immediate response to high priority conditions.

The following general categories of services are required within the terms of the agreement:

### **Infrastructure Condition Assessment**

The firm shall specialize in the study, evaluation, and mitigation of corrosion processes related to operating infrastructure. Corrosion exposure conditions are to be evaluated and defined through a combination of standard technical methods, regulatory requirements and innovative approaches. These may include the following as related to a variety of materials:

- Soil resistivity and environment corrosivity determination
- Stray current studies
- Coating condition assessment
- Concrete condition assessment
- Failure analysis, piping, coatings and metallurgical
- Zoom, Boreoscopes, Robotic Crawlers Inspections
- Cathodic Protection Surveys
- Non-destructive thickness measurements of various materials
- API Inspections



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

### **Corrosion Mitigation Design**

The firm shall be proficient in the design and specification of corrosion control and infrastructure rehabilitation solutions. All designs shall meet or exceed the recommendations of industrial societies such as NACE, SSPC, ICRI, AMPP and ASTM.

### **Cathodic Protection**

The firm shall be qualified to develop plans and specifications for the design of sacrificial and impressed current cathodic protection systems for any structure exposed to a corrosive environment. The firm shall be able to install cathodic protection systems, perform testing, evaluation and troubleshooting standard protocol. Should repairs be required, these shall be presented and performed.

### **Coating and Lining Systems**

The firm shall be qualified to develop plans and specification of high performance coating and lining systems. Designs shall meet or exceed the recommendations of industrial societies such as NACE, SSPC, and ASTM. If required, the firm shall be able to apply high performance and lining systems for a wide variety of applications as may be required.

### **Concrete Rehabilitation**

The firm shall be qualified to develop plans and specification for concrete rehabilitation utilizing modified cement repair systems, fast setting flatwork repairs, and migrating corrosion inhibitors. Designs shall meet or exceed industry standards. Where required, the firm shall be capable of applying specialized concrete rehabilitation systems.

### **Corrosion Materials and Supplies**

The firm shall be able to provide corrosion materials and supplies as requested.

## **REQUIREMENTS**

It is the intent of Providence Water to utilize the Corrosion Control services to provide technical assistance and advisory services to Providence Water's staff; to develop RFP's, specifications, construction documents and other preliminary project information; to provide cathodic protection design, installation and testing, coating applications and non-destructive inspection services; and to function as an augment to Providence Water's Engineering Division.

All field testing, system evaluation and documentation shall be performed by a Corrosion



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

specialist. A corrosion specialist is a person who has a thorough knowledge of the physical sciences and the principles of engineering and mathematics related to materials corrosion acquired by a professional education and related practical experience, and is experienced and qualified to engage in the practice of corrosion control on buried, submerged, or exposed metallic and concrete structures. In addition, the corrosion specialist shall have recent, continuous, successful experience in work of comparable type and quality to the work specified herein. Such person shall be accredited or certified as being qualified by the National Association of Corrosion Engineers (NACE) as a Corrosion Specialist and holds a professional engineering license.

Additional field and support personnel must be made available to support the Corrosion Specialist on field studies and analysis as determined by the Corrosion Specialist.

These services, specifically, field assessment services, shall be able to be provided to Providence Water within one day of notice to proceed to facilitate an immediate response to high priority conditions.

The following key staff should be submitted and available for this Corrosion Control Services contract:

Project Principal, Corrosion Specialist, Professional Engineer Minimum  
of 15-years experience in the water industry

Cathodic Engineer, Cathodic Protection Specialist  
Minimum of 10-years experience in the water industry

Coating Engineer, Certificated Coating Inspector  
Minimum of 10-years experience in the water industry

Corrosion Technician  
Minimum of 1-year experience in the water industry

If a firm is given an assignment that requires the services of a position on its staff that cannot be covered by the positions described above, the firm must immediately notify Providence Water's Project Administrator. If Providence Water is in agreement, the firm shall submit a proposed fee for the needed position to Providence Water for its review and approval, or to negotiate a mutually acceptable price.

The successful Proposer(s) will be required to provide Providence Water's Project Administrator (s), Mr. Benjamin Stoops with estimates, at no charge, for their total anticipated fees for full projects prior to assignment of the projects. Fees should include all anticipated hours for each listed position, all subcontractor costs (if applicable), and all anticipated direct costs. There shall be no assumed contingencies included with the anticipated fees. All anticipated hours for each listed position should be broken down to include the name and current position within the Successful Proposer's firm along with the position for which they will be providing services for. If the Proposer believes that the assigned scope has changed it shall



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

immediately notify Providence Water in writing prior to performing any additional work. No additional compensation will be made by Providence Water for changes in scope unless

advance written acceptance of the change in scope has been received from Providence Water by the Proposer. Hourly rates used for invoicing these projects will be those quoted by the Proposer on the "Bidder's Blank Attachment", and no adjustment for changes in rates will be allowed should the project run into the nextfiscal year of the consultant.

By submission of a proposal, it is understood that the Proposer agrees that any outside services that it might need to secure for the performance of any assigned work beyond the requirements of this RFP, such as boring contractors, laboratory and testing services, surveying, etc., will be provided by the successful Proposer and invoiced at their actual cost to the Proposer, and costs for such services must be included in the cost estimates provided for assigned project fee estimates.

*NOTE: The term of this proposal and contract to successful Proposers shall be from the time of award and contract execution to June 30, 2027 and all proposals shall consider that time frame. Proposers shall provide a annual escalator to their rates on the bid form.*

*This is a three (3) year Blanket Contract with an option of awarding for two (2) additional years.*

Providence Water reserves the right to cancel this contract at any time with 30 day written notice.

Pricing:

1. The Proposer must provide its prices on and in the format of the enclosed Bidder's Blank and Bidder's Blank Attachment sheet and include the Bidder's Blank and Bidder's Blank Attachment with its proposal submission.
2. Fixed hourly rates for professional and support level positions shall be listed on the Bidder's Blank Attachment. Each hourly rate shall be provided as a fixed singular figure; ranges will not be accepted. The positions listed shall cover all disciplines required. Verification that the Proposer and personnel are qualified and can provide all disciplines required for the category/categories being proposed shall be provided. Proposer may provide additional categories and personnel not included in the bid form along with the proposed rates for those categories.





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

3. Hourly rates for the listed positions shall be inclusive for any title deviations of the Proposer and shall be invoiced based on the actual work performed on the project in accordance with the listed positions defined previously; payment will be made only for the titles and proposed rates provided on the Bidder's Blank Attachment. The successful Proposer, when requested by Providence Water, shall provide its staff allocation/assignments for a given assignment to Providence Water for approval prior to commencing work; Providence Water shall have the right to approve or reject such assignments as deemed in its best interests. The rates shall also cover all overhead and incidental costs and labor.
4. A detailed schedule of fees for direct costs such as copying, printing, photographs, etc. shall be provided. Successful Proposer(s) will be required to provide all documentation requested by Providence Water to invoice direct costs. Only costs specifically noted in the Proposer's schedule of fees will be reimbursed unless prior written approval is received from Providence Water.

## **PROPOSAL REQUIREMENTS**

General:

1. In case of joint ventures or partnerships of firms, the "Prime" Proposer must meet the criteria established in the QUALIFICATIONS OF PROPOSERS and this Section.
2. Registration to do business in Rhode Island in accordance with RI General Laws (as amended) Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. (Applies to out-of-state corporations.)
3. The chosen firm(s) will be under contract to the City of Providence, Providence Water.
4. The Providence Water Supply Board through the Board of Contract and Supply reserves the right to make an award or to reject any and all offers based upon what it considers to be in its best interest.
5. Detailed statement of Qualifications including listings of projects completed in the last five (5) years, areas of expertise relative to corrosion control and



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

resumes of principals and professionals who will be utilized to provide the required services.

6. Name of the person who will be administering the Contract and coordinating potential work with Providence Water's Project Administrator.
7. Background Criminal Investigation Check (BCI): Providence Water reserves the right to request the successful Proposer, at their own expense, to have their employees screened and cleared by a background criminal investigation prior to working on any of the facilities owned and operated by Providence Water.

## **QUALIFICATIONS OF PROPOSERS**

Provide a brief description of responsibilities and summary resumes of key professional personnel, emphasizing experience directly relating to responsibilities on this project as well as any specialty certification or licenses (i.e. National Association of Corrosion Engineers and Professional Engineering, including state where registered, etc.) which demonstrate special qualifications related to this project.

Provide the following as a minimum:

Project Principal and Manager - Brief description of not less than five (5) projects similar to the work to be undertaken within the last five (5) years performed by the proposed project manager.

Project Engineer(s) - Brief description of not less than five (5) projects similar to the work to be undertaken within the last five (5) years performed by the proposed project engineer(s).

Include appendices as needed.



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

## EVALUATION CRITERIA

Providence Water may award to a single individual firm or multiple firms as is deemed in its best interests. The evaluation and award method utilized by Providence Water is as follows:

Evaluation Criteria	Distribution
1. Staff & Firm's Prior Significant Experience and Performance	20%
2. Experience & Qualifications of Key Personnel	20%
3. Understanding of the Work - Proposed Services	20%
4. Total Proposal Cost Versus Value	20%
5. Quality and Completeness of Proposal	20%

Providence Water retains the exclusive right to determine the qualifications and capabilities of any firm in providing needed services to Providence Water and to award in consideration of the best interest of Providence Water and the City of Providence.

Additionally, the Proposer shall provide proposed rates for their listed personnel positions.

## PAYMENT

1. Payment requests shall not be made more frequently than monthly.
2. All payment requests must be submitted to Providence Water's Project Administrator, Mr. Benjamin Stoops.
3. Each payment request shall have the positions broken down with the amount of hours expended for each position clearly listed. The personnel utilized for each position shall also be included with each payment request.
4. Copies of all invoices for outside services utilized during the billing period must be included with each payment request as necessary.
5. Copies of receipts of all billable direct costs (as provided in the successful Proposer's schedule of fees) must be included with each payment request.



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

6. The successful Proposer shall provide any other documentation required by Providence Water to process the payment request.

**2.01 Definitions**

A. For the purposes of this Part II, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.

1. Change Order – a written directive, issued to the Engineer by the Owner after the execution of the contract agreement, authorizing an addition, deletion, or revision in the Work and an appropriate adjustment in the contract price and/or schedule.
2. Contract Agreement - document prepared by the Owner to be executed by the Owner and the Engineer to enter into an understanding to perform the Work. Attachments include the Request for Proposals, proposal prices, Terms & Conditions, and any required insurance certificates and bonds. In the event that a formal Contract Agreement is not initiated by the Owner, the Purchase Order(s) and remaining Contract Documents will form the terms and understanding for performing the Work.
3. Contract Documents – all pertinent documents establishing the rights and obligations of the parties executing the Contract Agreement, including, but not necessarily limited to, this Request for Proposals, the executed Contract Agreement (and any amendments), the Engineer’s proposal (as modified by the Owner and agreed to by the Engineer), certificates of insurance, bonds, Notice to Proceed, Purchase Order(s), and Change Orders. Note that in the case of unresolved conflicts between the Request for Proposals and the Engineer’s proposal, the resolution of the two providing the most favorable result to the Owner and the Work shall govern.
4. Engineer – the individual or entity with whom the Owner enters into an agreement to perform the Work.
5. Milestone – a specific or principal event specified in a schedule or in the Contract Agreement relating to an intermediate completion date or time prior to completion of all work.
6. Notice to Proceed – a written notice to the Engineer from the Owner initiating the start of the work and fixing the date from which the work of the Engineer will commence.
7. Owner – Providence Water, as administrator of the contract in conjunction with the City of Providence and its Board of Contract and Supply.
8. Purchase Order – document provided to the Engineer by the Owner authorizing funds for payment to the Engineer for the performance of the



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

Work. If the value stated in the Purchase Order is less than the total value stated in the Contract Agreement, the Engineer shall not perform work for which compensation would exceed the Purchase Order value without notifying the Owner to request further written authorization from the Owner for compensation. If Purchase Order values exceed the value stated in the Contract Agreement, the Engineer's compensation shall not exceed the value stated in the Contract Agreement unless written authorizations for such amounts, such as change orders, have been provided to the Engineer by the Owner.

9. Request for Proposals – the entire document prepared by the Owner for solicitation of offers from parties interested in providing services for the performance of the Work defined therein.
10. Schedule – the agreed upon sequencing and time allotment for the performance and completion of the Work.
11. Work – project or assignment required to be produced by the Request for Proposal and the contracted services to accomplish such.

**2.02 Services**

A. The Engineer shall provide all necessary labor, materials, equipment, incidentals, administration, management and services necessary to perform professional consulting services, including, but not limited to, engineering, design and construction services, as set forth in Part I of this Request for Proposals.

B. Upon execution of a Contract Agreement and issuance of a Notice to Proceed by the Owner, the Engineer shall immediately commence work and provide sufficient staffing to meet the schedule established by the Contract Documents for the completion of the Work. By entering into an agreement to perform the requested services, it shall be understood that the Engineer shall continuously pursue the progress of the work in such a manner as to meet all milestones set forth in the agreed upon schedule.

**2.03 Performance**

A. The Engineer shall perform all services required to complete the scope of work with the standard of care, skill and due diligence ordinarily provided by members of the profession practicing under similar circumstances and providing similar services.



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

- B. The Engineer shall be responsible for the accuracy of all documents and information resulting from its services, and the Owner shall not be responsible for discovering any deficiencies in the Engineer's work.
- C. The Engineer shall correct all deficiencies in its work at its own expense without additional compensation, except for those attributable to deficiencies in Owner furnished information.
- D. The Engineer shall comply with all laws, ordinances, regulations and codes applicable to the services provided. Further, the Engineer shall comply with all applicable industry and Owner imposed standards.
- E. As assigned by this Request for Proposals, the Engineer shall be fully responsible to carry out the duties and functions assigned by the general conditions for any construction contracts prepared as part of its scope of services. The general conditions used shall be the "Standard General Conditions of the Construction Contract" prepared by the Engineers Joint Contract Documents Committee, as modified by the Owner's Supplementary Conditions, unless the Owner and Engineer mutually agree to use other general conditions.

**2.04 Conflict of Interest**

- A. Engineer shall promptly inform the Owner of any contract, agreement or arrangement that Engineer may have or enter into during the performance of the required services for the Owner that may conflict with the Owner's interests. This requirement includes contracts, agreements or arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed by the Engineer for the Owner. Engineer shall take all necessary measures in the performance of the required services for the Owner to prevent actual or appearances of conflicts of interest.
- B. Engineer shall promptly inform the Owner of any pre-existing or gained financial interest it may have in any property that is a part of or is affected by the proposed Work.
- C. The Engineer shall not engage the services of any present or former employee of the Owner for the Work who was involved in the selection or approval process for the project.
- D. The Engineer shall not perform services on the project for any contractor, subcontractor, or supplier.



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

**2.05 Permits, Licenses and Certifications**

A. The Engineer, at its sole expense, shall be required to secure and maintain all permits, licenses, and certificates that may be required for the performance of its services during the term of its contract.

**2.06 Payments to Engineer**

A. Compensation will be paid to the Engineer based on the provisions of Part I of this document and as supplemented by this Part II.

B. Payments will not be made on a basis more frequently than monthly.

C. Partial payment of lump sum amounts may be made based on an Owner agreed upon percentage of the work completed under the lump sum item for the period of time for which payment is being requested.

D. Payment for work invoiced using unit prices established in the Contract Agreement may be made based upon Owner agreed upon completed quantities for each item of unit price work being invoiced. Payments for work performed using unit prices may be made up to a not-to-exceed amount established either by the Owner in this Request for Proposals, by the Engineer in his proposal and agreed to in writing by the Owner, or by the Contract Agreement.

1. Acceptable documentation of unit quantities and costs complying with Contract Documents requirements must accompany all invoices.

E. Payment for reimbursable expenses will be made only if approved in advance by the Owner, and where such provisions are made a part of the Contract Agreement.

F. Payment for services considered by the Engineer to be additional and above and beyond the original scope of services provided for will be considered for compensation by the Owner only if the Owner is notified in writing of such additional services in advance of their being performed and written approval is received from the Owner prior to the Engineer performing such services.

1. Payments for additional services may be made, as agreed to between the Owner and Engineer, by an agreed upon lump sum price or by unit prices previously established in the Contract Agreement with a stipulated not-to- exceed amount. All such payments shall be subject to all





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

applicable provisions for payment provided for in the Contract Documents. Where unit prices may be affected, adjustments to established unit prices may be considered in the event of an excessive extension of the contract time resulting from such additional services.

2. A Change Order shall be executed by the Owner and Engineer to document any modifications to the original contract scope of work or contract pricing.

G. No payment will be made for work or services performed by the Engineer exceeding the contract price, or for which prices were not established in the

Proposal or Contract Agreement or were not mutually agreed to by the Owner and Engineer in the form of a Change Order.

H. All payments will be made subject to any provisions for withholding of retainage as may be provided for in Part I of this document.

I. In the event of disputed or contested invoices, only the disputed or contested amount(s) will be withheld from payment, and the undisputed or uncontested amount(s) shall be paid.

**2.07 Suspension and Termination**

**A. Suspension**

1. The Owner may, at any time and with or without cause, suspend the Work or any portion thereof by written notice to the Engineer. The written notice shall stipulate the length of time of the suspension and the date on which work may be expected to resume. The Engineer shall resume work on the date so stipulated. The Engineer may request an equitable adjustment in the contract time or price, if such an adjustment is warranted and attributable to the suspension of the Work; such a request must be submitted in writing for Owner consideration within ten (10) days of the date the Work is resumed.

**B. Termination**

**1. For Cause**

a. The Owner may terminate the contract if, in the Owner's opinion, the Engineer persistently fails to perform the work in accordance with the Contract Documents, fails to provide adequate staffing, or fails to adhere to the progress schedule.





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

- b. The Owner may terminate the contract if, in the Owner's opinion, the Engineer fails to comply with the laws and regulations of any entity having jurisdiction over the Work.
- c. The Owner may terminate the contract if it finds that the Engineer has substantially violated provisions of the Contract Documents.
- d. The Owner may terminate the contract in the event of insolvency or bankruptcy of the Engineer.

2. For Convenience

- a. The Owner may terminate the contract at any time without cause by providing thirty (30) days advance written notice of such termination to the Engineer.

3. Payments Upon Termination

- a. If the contract is terminated either with cause or for convenience, the Engineer will be entitled to invoice the Owner for completed and acceptable work performed in accordance with the Contract Documents prior to the termination. The Engineer shall not be eligible for compensation for costs that did not directly advance the progress of the Work, such as for costs attributable to the termination or for loss of anticipated profits or revenues, or for expenses occurring after notice of termination.

**2.08 Giving Notices**

- A. Notices required by any provisions of the Contract Documents will be given in writing, addressed to the appropriate party, and delivered personally, by registered or certified mail, postage prepaid, or by commercial carrier to the last business address known to the giver of the notice.

**2.09 Use of Ownership of Documents; Indemnification**

- A. All work produced under the contract, all plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, and all other materials prepared and furnished, or obtained, by the Engineer under or for the project shall be the property of the Owner, whether or not the project is completed.
- B. If the Contract is terminated prior to the Engineer's completion of the project, then all finished and unfinished documents, including but not limited to all plans, drawings, specifications, reports, models, mock-ups, designs, calculations, schedules, technical information, data, computer files, computer generated documents, and all other materials prepared and furnished, or obtained, by the



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

Engineer under or for the project shall immediately become the property of the Owner and the Owner may, at its own discretion, provide all such documents to another party for their use in completing the project for the Owner.

C. The Owner's rights of ownership and reuse of the documents prepared by the Engineer shall be limited to work related to the site or location or purpose for which the documents were originally developed. In that regard, the Owner's use of the documents may include, but not be limited to, completion of the project in the event of termination, and future reuse for additions, modifications and alterations. The Engineer's seals, stamps, and title blocks shall be removed for any reuse of the documents by the Owner.

D. The Engineer shall retain an ownership interest in the documents it produces for the project.

E. The Owner agrees to hold harmless and indemnify the Engineer against all damages, claims and losses arising out of the reuse of the plans and specifications on any other project, for any additions or modifications to its project, or for completion of the project after termination of the Engineer.

## **2.10 Insurance**

A. All insurance required by the Contract Documents to be purchased and maintained by the Engineer shall be obtained from companies that are licensed or authorized in the jurisdiction in which the Project is located to issue such insurance policies for the required limits and amounts. Any company providing insurance required by the Contract Documents must carry an A.M. Best financial rating of "A" or better.

B. Certificates of Insurance for the required coverages shall be furnished to the Owner within 10 days of the Notice of Award of the contract and will be attached to the final executed copies of the Contract Agreement. The original and one (1) copy of all Certificates of Insurance required shall be sent to Providence Water, 552 Academy Avenue, Providence, RI 02908, ATTN.: Purchasing Department. The certificates must be completely filled out listing all insurance companies, evidence of coverages and limits required herein, and additional insureds. The certificates should state the title of the project to be performed. The certificates shall be on the ACORD Form 25, or other format acceptable to and approved by the Owner.

C. The Owner requires the following insurance coverages to be purchased and maintained by the successful Proposer for the Work:

1. Worker's Compensation and Occupational Disease Insurance



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

Worker's Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees of the Engineer. Employer's liability coverage with limits of not less than \$500,000 each accident or illness shall be included.

2. Commercial General Liability Insurance

Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence, for bodily injury and/or property damage liability \$2,000,000 in the aggregate.

Products/completed operations, independent contractors, and contractual liability coverages are to be included. "The City of Providence, Providence Water Supply Board, its officers and agents are to be named as additionally insured."

3. Automobile Liability Insurance

When any motor vehicles are used in connection with the work to be performed, the Engineer shall maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. "The City of Providence, Providence Water Supply Board, its officers and agents are to be named as additionally insured."

4. Professional Liability Insurance

The Engineer shall maintain Professional Liability Insurance with limits of not less than \$2,000,000 per occurrence and aggregate.

D. The insured name on the certificate must be the same name as the name on the proposal submitted.

E. Certificates must read that "The City of Providence, Providence Water Supply Board, its officers and agents are to be named as additionally insured" where indicated for the coverages above.

F. Certificate Holder provision of the certificates must list "The City of Providence, Providence Water Supply Board".

G. Cancellation and/or reduction in coverage must provide 30 days advance written notice.

H. No work will begin or contract be executed unless all insurance requirements are met. Failure to provide the required certificates may result in the cancellation of the award and award to another proposer. The insurances required shall be maintained until all work is satisfactorily completed; failure



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

to do so shall constitute a violation of the contract and the Owner maintains the right to stop work and/or withhold payment until proper evidence of coverage is provided.

The insurances shall provide for 30 days prior written notice to be given to the Owner in the event coverage is substantially changed, canceled, or not renewed.

In no case shall the coverage limits as stated above for Commercial General Liability, Automobile Liability, or Professional Liability Insurance be less than the total contract amount. If the total contract amount exceeds any stated limit the limit shall be adjusted to the satisfaction of the Owner to the next highest \$1,000,000 exceeding the total contract amount.

The Owner maintains the right to modify, delete, alter or change these requirements. The Engineer shall require its consultants and subcontractors to maintain similar coverages satisfactory to the Owner.

The Engineer by submission of its proposal acknowledges its understanding that any insurance protection it furnishes hereunder shall in no way limit its responsibility to indemnify and save harmless the Owner.

I. In the event that the form of any policy or certificate for the amounts of insurance or companies writing same are not satisfactory to the Owner, the Engineer shall secure other policies or certificates in form and amount and with companies satisfactory to the Owner. The Engineer shall not cause policies to be canceled or permit them to lapse, and all insurance policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been sent by registered mail to the Owner, stating when, not less than thirty (30) days thereafter, such cancellation or insurance shall take effect. Such notice shall contain true transcripts from the policy, authenticated by the proper officer of the insurer evidencing in particular those insured, the extent of the insurance, the location and operations to which the insurance applies, the expiration date and the above mentioned notice of cancellation clause.

## **2.11 Independent Contractor**



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

A. In the performance of the required services, the Engineer is and shall be an independent contractor, and the Engineer and its employees are not employees of the Owner. The Engineer shall be solely responsible for, and shall save the Owner harmless from, all matters relating to the payment of Engineer's employees, agents, subcontractors and consultants, including compliance with social security requirements, federal and state income tax withholding and all other regulations governing employer-employee relations.

B. Nothing contained in the Contract Documents nor any act of the Owner, or Engineer, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the Owner. Engineer is not the Owner's agent and Engineer has no authority to take any action or execute any documents on behalf of the Owner except as otherwise authorized by the Contract Documents.

**2.12 Non-Discrimination Practices**

A. The Engineer and each of his consultants, subcontractors and any firms with employees performing portions of the required services under these Contract Documents agree not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, or national origin. The Engineer shall ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, age, sex, or national origin. This includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruiting advertisement, lay-off or termination, rate of pay or other form of compensation, and selection for training, including apprenticeship.

**2.13 Indemnification**

A. The Engineer shall indemnify, hold harmless, and defend the Owner, its officers and employees from and against any and all claims, costs, losses, demands, actions, and damages or other expenses that may arise directly or indirectly from any acts or omissions related to services provided under the Contract Documents for the Owner by the Engineer, its employees, consultants, subcontractors or others acting on the Engineer's behalf. This shall apply whether such acts or omissions are a result of active or passive negligence or intentions.

B. The Engineer shall not be held responsible for any claims, costs, losses, demands, actions, and damages or other expenses directly caused by the negligence of the Owner.

**2.14 Force Majeure**

A. By entering into a contract, the Owner and Engineer shall agree that neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of either party.



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

Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after the submission of the proposal, fire, earthquakes, or other disasters. Seasonal weather or other natural or human events which could reasonably be expected, anticipated, and planned for shall not be considered to fall under this paragraph and shall not be considered as acceptable causes for failures or delays in performance.

**2.15 Controlling Law**

A. The contract and work performed thereunder shall be governed by the law of the state in which the project is located.

B. This project is exempt from sales tax on products permanently incorporated in the work. Sales tax exemption certificate number shall be available from the Owner by request. Successful Proposer shall place the tax exemption certificate number on invoices for materials incorporated in the work. Upon completion of the work, the Successful Proposer shall file with Owner a notarized statement that all purchases made were entitled to be exempt. The Successful Proposer shall pay legally assessed penalties for improper use of Owner's tax exemption status.

**2.16 Successors, Assigns, and Beneficiaries**

A. Neither the Owner nor Engineer may assign any rights or interests in this contract without the express written consent of the other.

B. The Owner and Engineer are both bound and the partners, successors, executors, administrators, and legal representative of both the Owner and Engineer are bound to the other in respect to the obligations and covenants of this contract.

C. Unless as expressly provided for in the Contract Documents, nothing in the Contract Documents shall be construed to create or impose any duty owed by the Owner or Engineer to any other party not a signatory of the Contract Agreement.

D. Unless as expressly provided for in the Contract Documents, all duties and responsibilities undertaken under the Contract will be for the sole and exclusive benefit of the Owner and Engineer and not for that of any other party.

**2.17 Survival and Severability**

A. All representations, indemnifications, or limitations of liability included in the Contract Documents will survive the completion or termination of the contract.



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

B. In the event of any provision or part of the contract being held to be invalid or unenforceable, all remaining provisions shall remain binding and in full force.

**2.18 Dispute Resolution**

A. Conditions

1. Should the Owner and Engineer be unable to resolve any disputes which may arise between the parties during the course of the Work through normal discussions, either party may request that the dispute resolution procedures outlined in Paragraph 2.18 of this Request for Proposals be implemented, subject to all conditions set forth herein.

2. By entering into the Contract, the Owner and Engineer agree that time is of the essence in resolving any disputes and that failure to make any claim for damages or delays in accordance with the requirements of the Contract Documents and in a timely manner shall nullify the claim and the claimant shall waive his rights to any further action provided by the Contract Documents or laws and waive its rights to litigate the claim.

3. The location of all meetings for negotiations and mediation shall be the Owner's offices, with the actual physical location to be determined by the Owner.

4. It is to be understood and accepted by all parties that any agreement reached as a result of this Paragraph resolving a dispute will require the final approval of the City of Providence Board of Contract and Supply before the agreement can be finalized and executed.

B. Negotiation

1. If a dispute is unable to be resolved after a reasonable period of informal discussions, the Owner or Engineer may deliver to the opposing party a written notice requesting that the negotiation procedures of this Paragraph be initiated. Within 15 days after that initial written notice, the opposing party must submit its written response to the other party. The initial notice and the response must include a statement of each party's position on the claim, a summary of the party's arguments supporting its position, and the name and title of the Principal who will represent the party and the names and titles of each person who will be attending the negotiations. The Principals representing each party must be at a higher management level than the persons responsible for administering the Work and have authority to make decisions that settle the claim, subject to the provisions of Paragraph 2.18 A.4.





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

2. The initial negotiation meeting will be scheduled by the Owner and must be held within 30 days of the date of the initial written notice. Within 10 days of the date of such notice to the Owner and Engineer, the Owner will contact the Engineer and arrange and schedule a mutually agreeable time and date to meet. The Owner will confirm in writing the date, time and location of the meeting. All parties to the claim must make themselves available to a date within this period or the Owner will establish a mandatory date and time for the meeting which both parties must attend. Failure to attend this meeting will result in the forfeiture of the claim by the party not attending and in that party's waiver of any rights to further pursue or litigate the claim.

3. The parties shall meet at the initially scheduled meeting and additional meetings arranged thereafter as necessary to attempt to resolve the claim. The parties shall use their best efforts to resolve the claim and shall consult and negotiate with each other in good faith. Recognizing their mutual interests, the parties shall attempt to reach a just and equitable resolution satisfactory to both parties.

4. Conduct and statements made pursuant to this paragraph during the negotiation process, both written and verbal, shall be considered to have been made during compromised negotiations and shall not be admissible in any further litigation pursuant to Rule 408 of the Federal Rules of Evidence and State of Rhode Island counterparts and any similarly applicable rules.

5. Each party involved in the Negotiation process shall be responsible for and pay its own costs incurred, including all administrative costs, costs of witnesses produced by the party, and legal costs and fees, and shall not pursue nor be entitled to reimbursement in any way from the opposing party.

6. If the parties do not reach a mutually acceptable resolution within 30 days of the initial meeting, either party may provide written notice to the opposing party terminating the negotiation process after that time.

**C. Non-Binding Mediation**

1. Owner and Engineer agree that they shall submit any and all claims, counterclaims, disputes, or other matters in question between them arising out of or relating to the Contract Documents or the breach thereof that remain unsettled after Negotiation to Non-Binding Mediation prior to either of them initiating against the other a demand for arbitration under the Public Works Arbitration Act, if applicable, or litigation in Superior Court, as provided for in Paragraph 2.18 D. Completion of the Negotiation process of Paragraph 2.18 B shall be a precondition to requesting Non-Binding Mediation.





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

2. If the Owner and Engineer cannot reach a mutually agreeable resolution to the claim through Negotiation as provided for in Paragraph 2.18 B, either party may choose to deliver to the opposing party a request for Non-Binding Mediation. The request for Non-Binding Mediation must be delivered to the opposing party within 10 days of the date of the written notice terminating the negotiation process as provided under Paragraph 2.18 B.6.

3. Representatives of each party authorized to make the decisions required of the Non-Binding Mediation process shall meet within 15 days of the date of the request for Non-Binding Mediation. Each party to the claim must provide the other with at least 5 dates within that period that they are available to meet and a meeting arranged on a mutually agreeable date. The failure of either party to attend a scheduled meeting will result in the forfeiture of the claim by that party and that party's waiver of any rights to further pursue or litigate the claim.

4. The parties shall meet in good faith to discuss issues surrounding the non-binding mediation process and to negotiate to choose an outside party as a

mediator for the proceedings. If after 15 days from the initial meeting of the parties they are unable to agree upon a mediator, each of the parties shall select a mediator of its own to represent them, and the 2 mediators selected shall meet with each other within 10 days of their selection and negotiate and select a single mediator (hereinafter referred to as the "mediator") for the proceedings.

5. The mediator shall establish the rules and procedures used during the mediation proceedings. All parties to the proceedings shall abide by the rules established by the mediator.

6. Conduct and statements made pursuant to this paragraph during the mediation process, both written and verbal, shall be considered to have been made during compromised negotiations and shall not be admissible in any further litigation pursuant to Rule 408 of the Federal Rules of Evidence and State of Rhode Island counterparts and any similarly applicable rules.

7. Each party involved in the mediation process shall be responsible for and pay its own costs incurred to present its case, including all administrative costs, costs of witnesses produced by the party, and legal costs and fees, and shall not pursue or be entitled to reimbursement in any way from the opposing party. The parties will equally divide and pay all costs for the services of the mediator and any witnesses or experts (having no direct or indirect connection to or interests in either party's



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

behalf) produced at the direct request of the mediator, including administrative, travel, and incidental expenses of both the mediator and such witnesses. If the parties were unable to agree on a single mediator and had to choose separate mediators to select the final mediator, each party shall be responsible for and pay all costs and expenses of the mediator that it chose, in addition to equally dividing the costs of the final mediator as described above.

8. If the parties do not reach a mutually acceptable resolution within 90 days of the initial mediation meeting of the parties, either party may provide written notice to the opposing party terminating the mediation proceedings after that time.

**D. Litigation and Public Works Arbitration**

1. If the parties fail to reach a mutually acceptable agreement as a result of the non-binding mediation proceedings described in Paragraph 2.18 C, the exclusive remedy remaining to the parties, unless the Work is subject to the provisions of the Public Works Arbitration Act of the State of Rhode Island General Laws, will be to file suit in Superior Court for Providence County, Rhode Island before the business calendar in that court. The Owner and Engineer agree to waive any claims that venue is inappropriate in this court.

3. If the parties fail to reach a mutually acceptable agreement as a result of the non-binding mediation proceedings described in Paragraph 2.18 C and the Public Works Arbitration Act of Chapter 37-16 of the State of Rhode Island General Laws applies to the Work as determined by the contract types listed by Section 37-16-2 of the Chapter, then the Chapter shall apply and the context of Paragraph 37-16-2(b)(2) shall be in effect as if included in the Contract Documents and this Request for Proposals.

**2.19 Wage Rate and Payroll Requirements**

**A. Wage Rates and Payrolls**

1. The Engineer shall comply with any applicable minimum wage rates in accordance with the Rhode Island Department of Labor Laws (reference the General Laws of Rhode Island, Chapters 37-12 and 37-13, as amended). The Engineer shall be responsible for obtaining a copy of the latest Wage Rates. It is the responsibility of the Engineer to check and confirm at the time of the submission of his bid that the rates used in the preparation of his bid meet the most current wage rates issued.



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

No additional compensation will be considered by the Owner for failure of the Engineer to comply with these requirements.

2. The Engineer shall regularly submit to the Owner, but no less frequently than his requests for payment, certified payrolls for all his applicable employees performing work on the project and for any of its subcontractors. Certified payrolls shall be submitted on “Statement of Compliance” forms or other such forms as prescribed and provided by the State of Rhode Island Department of Labor.

**B. State of Rhode Island General Law Chapter 37-13**

1. The Engineer’s attention is specifically called to the provisions of Rhode Island General Law Chapter 37-13, Sections 37-13-1 through 37-13-13, as amended. The Engineer shall fully adhere to all applicable provisions of the latest revision of this Chapter. The Engineer shall verify that he complies with the latest revision of this and all other such applicable Federal, state, and local laws.

**2.20 Minority and Women Business Enterprise Participation**

**A. General**

1. The City of Providence has initiated a Minority & Women Business Enterprise program by Section 21-52 of its Code of Ordinances and by Executive Order No. 1992-01. This program will be carried out in accordance with the requirements of the document titled “Bidder Information and Forms” which has been attached to this Request for Proposals and by its inclusion and reference shall be considered to be a part of this Request for Proposals.

2. All work performed under these Contract Documents shall be required to be carried out in full compliance with the program cited above.

**B. Requirements**

1. All Proposers must fully comply with the requirements of this section and must submit all required forms with their bids, beginning with Page (4) of the document “Bidder Information and Forms” and including, but not limited to, Part B, Part B1, Part C, Part D, and, as applicable, Part E and “Information on Unsuccessful MBE/WBE Contact”. The Proposer shall also provide any and all additional information that may be required by applicable federal, state and local laws and regulations.



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

2. Failure of a Proposer to fully comply with the requirements of this section and to submit all required documentation with its bid shall result in the bid being considered non-responsive and rejected. If after a good faith effort the Proposer is unable to meet the stated participation goals, the Proposer must submit the appropriate forms requesting a waiver as provided in the document "Bidder Information and Forms".

3. All information requested on the forms in this section must be provided truthfully to the best of the Proposer's knowledge.

**C. Submittals and Reporting**

1. Proposers must comply with all submittal requirements of Paragraph 2.20.

2. During the execution of the Work, the Engineer shall be required to submit quarterly utilization reports and annual summary reports, on the forms provided by the Owner, to demonstrate ongoing compliance with the program objectives and requirements of this section as required.

**2.21 Compliance**

A. All Subcontractors employed by the Engineer for the Work shall fully comply with the requirements of Paragraphs 2.19 and 2.20.

B. The Engineer shall bear full responsibility for compliance to the requirements of Paragraph 2.19 and 2.20 by both himself and by his Subcontractors. Submissions made to the OWNER shall not relieve, nor be construed to relieve, the Engineer of this responsibility.



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

**LABOR RATES**

**1. Labor Rates per hour - includes insurance, fringes, and overhead**

- a. Project Principal, corrosion Specialist, Professional Engineer \$ \_\_\_\_\_  
Classification Standard Rate per hour
- b. Project Engineer, Cathodic Protection Specialist \$ \_\_\_\_\_  
Classification Standard Rate per hour
- c. Coatings Engineer, Certified Coating Inspector \$ \_\_\_\_\_  
Classification Standard Rate per hour
- d. Corrosion Technician \$ \_\_\_\_\_  
Classification Standard Rate per hour
- e. \_\_\_\_\_ \$ \_\_\_\_\_  
Classification Standard Rate per hour
- f. % \_\_\_\_\_  
Annual Escalator to Rates

**MATERIALS & SUBCONTRACTOR COST MARKUP**

**2. Materials Cost Markup Percentage**

- a. **Contractor's Cost plus**  
(Submission of Original Invoices required)

\_\_\_\_\_ Percentage (Written) \_\_\_\_\_ Percentage (Figures)

**3. Subcontractor Cost Markup Percentage**  
(Submission of Original Invoices required)

- a. **Contractor's Cost plus**

\_\_\_\_\_ Percentage (Written) \_\_\_\_\_ Percentage (Figures)



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





**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.



**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 terms and conditions of this Agreement has been materially impaired in any way, including but in no





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

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.