



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

REQUEST FOR PROPOSALS

Item Description: ROOFING REPAIR AND MAINTENANCE SERVICES (AS NEEDED) – TWO-YEAR CONTRACT WITH TWO ONE-YEAR OPTIONS FOR RENEWAL

Procurement/MinuteTraq #: 45008

Date to be opened: 5/20/2024

Issuing Department: Public Property

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - Email: purchasing@providenceri.gov
 - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise 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
 - 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: Anthony Alves
 - Title: Manager of Facilities & Operations
 - Email Address: aalves@providenceri.gov

Pre-bid Conference

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

Deadline for questions submissions: May 10th, 2024 by 2:00 PM (EST). All questions will be answered via addendum.



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

INSTRUCTIONS FOR SUBMISSION

Meeting Date: 5/20/2024

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 3rd floor of City Hall.

- Bidders must submit **2 copies** of their bid in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation and bid are related 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 records. 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**

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

- Form 1: Bidder's Blank as the cover page/ 1st page (*see page 6 of this document*)
- Form 2: Certification of Bidder as 2nd page (*see page 7 of this document*)
- Form 3: Certificate Regarding Public Records (*see page 8 of this document*)
- Form 4: Affidavit of City Vendor (*see pages 9 and 10 of this document*)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. *See forms and instructions enclosed (pages 11-12) or on:*

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

***Please note: MBE/WBE forms must be completed for EVERY bid submitted and must be inclusive of ALL required signatures. Forms without all the 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 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 a contract 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 [§ 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**

SOLICITATION 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 **the ninety (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**

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**

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**

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 a solicitation, 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 solicitation 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**

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 here. Please visit, the City's MBE/WBE page for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> • Nonprofit organizations are not required to complete the rest of this form. • 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 					
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.					
Prime Contractor/Vendor Signature	Title			Date	
Subcontractor/Supplier Signature	Title			Date	

***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, 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**

FOR CONSTRUCTION PROJECTS

APPRENTICE REQUIREMENTS (Construction Projects Valued at \$100,000 or More).

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances Chapter 21 Art. II [Section 21-28.1](#) c(1) and (2) related to utilizing apprentices in the contract. This ordinance outlines requirements for utilizing not less than 15% of total hours worked by apprentices. The City may lower this percentage only if it determines in writing that compliance is not feasible or that it would be unduly cost prohibitive to the project. The attention of prospective bidders is also called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to apprenticeship requirements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed and agreed upon for the execution of the contract.

“FIRST SOURCE” REQUIREMENTS.

Attention of prospective bidders is called to the fact that this project is to be bid upon and executed under the City of Providence Code of Ordinances [Chapter 21 Art. III 1/2 First Source Agreements](#) Sec. 21-91 through 21-96. This ordinance outlines requirements for hiring Providence residents to work on this project. The City may waive this requirement only upon a determination in writing that qualified residents of Providence are not available for the project, pursuant to Sec. 21-94(e). The attention of prospective bidders is called to the fact that reporting the efforts undertaken and progress towards achieving the requirements in this ordinance is a condition for payment. Compliance reporting shall be submitted with any contract payment requisition, in a format to be specified by the City. This demonstration of compliance through such reports shall be a condition of the requisition for payment to be processed. Upon the contract being awarded to the successful bidder, a mandatory meeting will be scheduled to review the project requirements relative to the First Source Agreements and the process and protocols by which these goals will be achieved. At this meeting, specific forms and procedures for the documentation and achievement of these requirements by the successful bidder will be provided, discussed, and agreed upon for the execution of the contract.



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

SPECIFICATIONS

1. Background and Intent

- a. The City of Providence, RI (“the City”) is seeking for a qualified firm to provide roofing maintenance and repair services on as needed basis. The City owns buildings that range in age from more than 140 years old to new buildings. Some of these roofs may develop leaks that will need to be repaired in order to stop water intrusion into the building which could damage the facility’s structural system, interior finishes and equipment.
- b. There are several roofs under warranty that require manufacturers’ warranty compliant maintenance during the course of the warranty. Inspections will be performed to evaluate the roof and analyze what needs to be done to bring the roof into a good condition (repair, replace or no work required).
- c. From time to time, the City needs roof repairs or minor replacement services at its buildings. The purpose of this solicitation is to arrive at an agreement with a vendor so that the City can easily and quickly call upon the selected vendor when the needs arises.
- d. This solicitation is not intended to provide for total re-roofing services if the cost will exceed \$150,000.

2. Changes After Award

It is possible that after the award the City might change its needs or requirements. The City reserves the right to make such changes after consultation with the vendor. Should additional costs arise, the City reserves the right to consider accepting these charges provided the vendor can document the increased costs.

The City reserves the right to make such changes after consultation with the vendor.

The City also reserves the right to accept proposed service changes from the vendor if they will lower the cost to the City and/or provide improved service.

3. Codes

All work shall be conducted in complete accord with all requirements of all authorities having jurisdiction.

4. Contract Length

The length of the contract will be for two years. The contract will have two one-year optional renewals that can be exercised upon the City’s request.



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

5. Employees

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Have sufficient personnel to complete the work in a timely manner.
- c. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Vendor shall enforce all instructions relative to use of water, heat, power, smoking prohibitions and control any use of fires as required by law. Employees must not be allowed to loiter on the premises before or after job working hours.

6. Equipment

Vendor shall provide all necessary cleaning equipment, materials, supplies, et cetera needed for the performance of the work.

7. Identification

The vendor's employees shall have proper identification displayed, at all times, while on City buildings. All employees must wear a company uniform or have picture identification badges or other company identification at all times.

8. Insurance

Upon award, Certificates of Insurance must be provided to the City indicating that the vendor carries at least the following minimum levels of insurance. Vendor shall at its sole expense obtain and maintain in full force and effect for the duration of the resulting contract and any extension hereof at least the following types and amounts of insurance for claims which may arise from or in connection with this resulting contract. All insurance must be underwritten by insurers with an A.M. Best rating of A-: VI or better.

- a. *Commercial General Liability Insurance*: occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this resulting contract or be no less than two times the occurrence limit. If necessary, umbrella liability insurance can be used in conjunction with the general liability insurance to meet these requirements.

Such insurance shall:

1. Contain or be endorsed to contain a provision that includes the City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

2. For any claims related to this project, vendor's insurance coverage shall be primary insurance as respects the City, its officials, officers, employees, and volunteers. Any insurance covering the City, its officials, officers, employees, and volunteers shall be excess of vendor's insurance and shall not contribute with it.
 3. At the sole discretion of the City, dedicated limits of liability for this specific project may be required.
- b. *Automobile Liability Insurance*: including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each accident.
- c. *Workers' Compensation Insurance*: workers' compensation insurance with statutory limits as required by the State of Rhode Island or other applicable laws and employers' liability insurance with limits of not less than \$500,000. Vendor shall require each of its subcontractors to provide workers' compensation insurance for all of the latter's employees to be engaged in such work unless such employees are covered by vendor's workers' compensation insurance coverage. Such insurance shall include a waiver of subrogation in favor of the City.
- d. *Other Insurance Requirements*: Vendor shall:
1. Upon award, furnish the City with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the City's Contracting Officer.
 2. Provide certified copies of endorsements and policies if requested by the City in lieu of or in addition to certificates of insurance.
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.
 5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employer's liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manner and limits as specified for vendor. Vendor shall furnish subcontractors' certificates of insurance to the City without expense immediately upon request.



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

6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by the City prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by the City.
7. The insurer shall agree to waive all rights of subrogation against the City, its officials, officers, employees, and volunteers for losses arising from work performed by vendor for the City.
8. All policies must be written on an occurrence basis. Use of policies written on a claims made basis must be approved by the City and retroactive dates and/or continuation dates must be provided to the City prior to commencement of any work performed.

9. Invoicing/Ordering

Upon award, the City will draft a contract to be reviewed and discussed with the vendor.

- a. Vendors will send the City a quote/estimate for the job order and they will receive separate purchase orders for each job. Such purchase orders will be sent via email to the vendor.
- b. Vendors are not to start work until the purchase order is in place.
- c. Vendors are to invoice in accordance with the bid award. This means detailed line items-not lump sum pricing.
- d. Vendors are to leave invoices with the site manager as this will help expedite payment.

10.Licensing

Vendors must be properly licensed by the State of Rhode Island. Throughout the term of this contract, the vendor shall maintain the required licenses.

11.Scope of Work

As each roof job will vary and all repair needs cannot possibly be identified, the following requirements are general guidelines that are subject to be modified (with the City's approval) as conditions indicate.

1. Codes

All work shall be performed in complete accord with all requirements of all authorities having jurisdiction.

2. Debris

- a. Removal and disposal of debris collected during the cleaning operation shall be the responsibility of the vendor.



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

- b. All applicable state and local laws and ordinances related to the hauling, handling, and disposal of such material shall be complied with by the vendor.
- c. In the event potentially hazardous materials are discovered, the contractor must stop work and notify the City immediately. Work will only resume after the materials are tested and approval is provided by an environmental hygienist.
- d. The work site is to be cleaned daily of all debris, nails, et cetera.
- e. At the end of the project, the entire area is to be cleaned and “swept” with a magnet to remove nails on the ground.

3. Estimate Preparation

Vendor may be required to prepare and submit (prior to commencing work) a written quotation or estimate for each project.

- a. Estimation shall include but not be limited to:
 - Cost of labor
 - Cost of materials
 - Detailed description of the scope of work
 - Any required subcontracted services
- b. Quotations shall remain firm for thirty (30) days from acceptance by the City.
- c. All estimation and quotation preparation shall be provided at no cost or obligation to the City.
- d. All estimates will be based upon the bid prices submitted in response to this solicitation.

4. Labor

- a. Install fifteen-pound felt and/or high-temperature underlayment as needed for repairs of shingled roofs.
- b. Install architectural shingles as specified, using a minimum of four nails per shingle. All installation shall be as per the manufacturer’s recommendations and uplift requirements. Staples are not permitted.

5. Materials (Typical)



BOARD OF CONTRACT AND SUPPLY
CITY OF PROVIDENCE, RHODE ISLAND

- a. Roof Shingles: Asphalt architectural shingles, self-sealing shingles with a minimum of 400 pounds per square or equivalent to existing shingles on the roof.
- b. Low Slope Roofs: EPDM, PVC, TPO, Modified Bitumen, and Built-Up roofs: adhered and mechanically fastened, flat stock and tapered rigid insulation for positive drainage, curbs/sleepers / pitch pockets/penetrations properly flashed and fastened.
- c. Adhesives: Water-based adhesive is preferred but can use solvent base as necessary. Utilize compatible materials for each roofing type including but not limited to flashing cement, cold BUR/MB adhesive, single-ply bonding adhesive, etc.
- d. Screws/Plates: Use 2” fastener plates and proper length fasteners to accommodate existing roof thicknesses allowing for penetration through structural decking.
- e. Nails: As a minimum, these shall be 1-2” galvanized (longer nails to be used at Ridge cap).
- f. Decking: Materials used for decking repair are to be exterior grade plywood of a thickness equal to that of the existing decking (3/4” thickness). Match steel, tectum, gypsum, or tongue and groove in like-kind. Large structural repairs are not permitted without the approval of The City and/or a licensed engineer.
- g. Patching: All repair patches are to be completed with like material; area(s) are to be cleaned, primed, and adhered using compatible bonding adhesives. Dissimilar roof materials are prohibited.
- h. Drains: All roof drains are to be installed in a watertight condition. Roofs are to be properly pitched towards drains using tapered insulation, crickets, and sumps. All scuppers and “birdcage” roof drains are to be properly flashed with a sealed connection to the downspout or drainage pipe.
- i. Warranty: Shingles are to have a twenty-five-year warranty, with 10-year algae relief warranty equal to those manufactured by Tamco or Certaineed. Flat roofs to have a 30-year warranty.



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

6. Work Standards

- a. **Finish:** The roof is to be left in a watertight condition at the end of each work day and at final completion of the contracted work.
- b. **Compatible/Matching Materials:** All work is to match existing shingles and/or low-slope roofing using compatible materials and as closely as possible.
- c. **Roof Material Quality:** Shingles, EPDM, PVC, TPO, Modified Bitumen, and Built-Up Roofing are to be high-performance, commercial-grade materials.
- d. **Flashing:** At the roof area (where shingles butt against walls and/or flat roof exists), ensure that the shingles are installed under the existing flashing and counter flash as necessary to insure a leak-proof installation. All low slope roofs are to be properly terminated with specified termination bar, pipe boot, counter flashing, collar, coping cap or fascia.

7. Workmanship

Where not more specifically described in any of the various sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services. All work shall be executed by personnel skilled in their respective lines of work.

12. Evaluation Criteria

The City will evaluate the responses to this solicitation on these factors:

Factors	Maximum Points
Cost	100
Total	100

All bids are subject to a determination of “responsive” and “responsible” prior to award. The City is the sole judge as to “responsiveness” and “responsibility” of vendors.

13. Price Structured

- a. At the end of the contract term, the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor. The City may, at its option:
 - 1. Accept the proposed price increase.
 - 2. Reject the proposed price increase.



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

3. Suggest an alternative price increase.
- b. If the City rejects a proposed price the successful vendor may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the contract.
- c. Price decreases are allowed at any time with or without notice.

14. Requirements Contract

- a. Any agreement resulting from this solicitation will be an “open-end” type of agreement and there is no guarantee that any specified or minimum level of services will be required by the City or provided by the vendor.
- b. It is understood that the City intends to use the successful vendor for these products/services but that the City reserves the right to purchase these products or services elsewhere if it is in the City’s best interest.

15. Safety and OSHA Guideline Compliance

- a. Vendor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs shall be on-site on commencement of contract.
- b. Vendor shall comply with all other OSHA safety and worker safety standards that apply.



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

Solicitation Document A		Costs	
Metal Roofing Services	\$		per man-hour
Rubber Roofing Services – Emergency/Overtime Time	\$		per man-hour
Rubber Roofing Services – Regular Time	\$		per man-hour
Shingle Roofing Services – Emergency/Overtime Time	\$		per man-hour
Shingle Roofing Services – Regular Time	\$		per man-hour
Slate Roofing Services – Emergency/Overtime Time	\$		per man-hour
Slate Roofing Services – Regular Time	\$		per man-hour
Will start work within how many calendar days after receipt of order?			
Decking Repair	\$		per square foot
Work (labor) is guaranteed for how many years?			
Materials are guaranteed for how many years?			
Proposed Standard Shingle (subject to availability and matching)			
Mark up on materials		%	
Overhead/Profit		%	
Payment for major equipment that must be used in order to service the City’s needs must be approved in advance. Routine supplies and equipment are not billable to the City. Shingles are to be billed at cost or with the markup indicated above.			



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

Solicitation Document B Vendor Business Information

Bidders are to provide the information requested below so that the City can determine their capacity to perform the required work.

1. Experience:

Years in business	
Years performing this type of work	
Value of work now under contract	
Value of work in place last year	
Number of Clients	
Percentage (%) of work usually self-performed (not sub contracted)	
Has your firm:	
Failed to complete a contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been involved in bankruptcy or reorganization?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pending judgment claims or suits against firm?	Yes <input type="checkbox"/> No <input type="checkbox"/>

2. Safety:

Have you had any OSHA fines within the last three (3) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you had any job related fatalities within the last five (5) years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If you have answered YES to either of the above questions, you MUST submit, on a separate sheet, the details describing the circumstances surrounding each incident.	

3. Personnel, Equipment & Materials:

How many total employees does your company employ?		
Area	Fulltime	Part Time
Clerical		
Management		
Roofers		
Other		



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

Solicitation Document C References

Provide references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.

One

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Two

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$

Three

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$



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

SUPPLEMENTAL INFORMATION

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

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

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

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

You must be able to provide:

- Business Tax ID will be requested after an award is approved by the Board of Contract and Supply.
- Proof of Insurance.
- Certificate of Good Standing with the Rhode Island Secretary of State.



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

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

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



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

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

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