

REQUEST FOR PROPOSALS

Item Description: Security Guard Services Blanket Contract FY25 Three Year Contract with Two- One Year Options to Renew

Procurement/MinuteTraq #: 45030

Date to be opened: 5/20/2024

Issuing Department: Department of 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.
 - o Email: <u>purchasing@providenceri.gov</u>
 - 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
 - o 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:
 - o Name: Chevell Burgess
 - o Title: Deputy Director of Purchasing
 - o Email Address: cburgess@providenceri.gov

Pre-bid Conference

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

Deadline for questions submissions:

Questions are due Friday May 10, 2024, by 4PM



BOARD OF CONTRACT AND SUPPLYCITY 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

**<u>PLEASE NOTE</u>: 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 <u>NOT</u> 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 SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE CHECKLIST

Digital forms are available in the City of Providence Purchasing Department Office or online at http://www.providenceri.gov/purchasing/how-to-submit-a-bid/

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

- Bid Form 1: Bidder's Blank as the cover page/ 1st page (see page 6 of this document)
- Bid Form 2: Certification of Bidder as 2nd page (see page 7 of this document)
- Bid Form 3: Certificate Regarding Public Records (see page 8 of this document)
- Bid Form 4: Affidavit of City Vendor (see pages 9 and 10 of this document)
- Forms from the Minority and Women Business Enterprise Program: Based on Bidder Category. See forms and instructions enclosed (pages 11-112) 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 <u>ALL</u> required signatures. Forms without all required signatures will be considered <u>incomplete</u>.

- 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 SUPPLYCITY 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 (<u>RIGL Sec. 37-13-1 et seq.</u>)
- 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 SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID TERMS

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construct 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 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.		wards will be made within nighty (90) days of bid opening. All bid prices will be considered firm, less 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, <u>RIGL 28-29-1</u>, et seq. If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
- 7. Prior to commencing performance under the contract, the successful bidder shall submit a certificate of insurance, in a form and in an amount satisfactory to the City.



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BID FORM 1: Bidders Blank

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



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BID FORM 2: Certification of Bidder

(Non-Discrimination/Hiring)

Up	oon behalf of	(Firm or Individual Bidding),			
Ι,		(Name of Person Making Certification),			
bei	ing its	(Title or "Self"), hereby certify that:			
1.	Bidder does not unlawfully discriminate or orientation and/or religion in its business a	the basis of race, color, national origin, gender, sexual d hiring practices.			
2.					
I af	ffirm by signing below that I am duly author	zed on behalf of Bidder, on			
this	sday of	20			
		Signature of Representation			
		Printed Name			

Printed Name



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BID FORM 3: Certificate Regarding Public Records

Upon	n behalf of	(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
	g its	(Title or "Self"), hereby certify an
unders	rstanding that:	
1.	. All bids submitted in response to Requests for Propos (RFQ's), documents contained within, and the details record upon receipt by the City Clerk's office and ope and Supply (BOCS) meeting.	outlined on those documents become public
2.		e submitted directly to the issuing
3.	. The requested supplemental information may be cruci such details may result in disqualification, or an inabi	
4.	•	enclosed or if a bidder opts to enclose the department's request in the bidding packet as no obligation to redact those details and
5.	•	rent bidding process. Information required in the issuing department at the discretion of the
I affir	rm by signing below that I am duly authorized on behalf	of Bidder, on
this	day of20	_ .
		Signature of Representation



BOARD OF CONTRACT AND SUPPLYCITY 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 <u>R.I.G.L.</u> § 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 o	of the person making this affidavit:	
Position	n in the "Business"	
Name o	of Entity	
Addres	s:	
Phone 1	number:	
The nu	mber of persons or entities in your entity that are	required to report under Sec. 2128.1 (e):
Read t	he following paragraph and answer one of the	options:
are not	in writing within the 12 month period preceding	d submission with the City of Providence, or with respect to the contracts the date of notification that the contract has reached the \$100,000 threshold, or year to (please list all persons or entities required under Sec. 2128.1 (e)).
a. Me	embers of the Providence City Council? If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	□ No Contribution Amount(s):
b. Ca	ndidates for election or reelection to the Provider If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	nce City Council? Yes No Contribution Amount(s):



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c.	 The Mayor of Providence? ☐ Yes ☐ No If Yes, please complete the following: Recipient(s) of the Contribution: 		
	Contribution Date(s):	Contribution Amount(s):	
d.	Candidates for election or reelection to the office of If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	f Mayor of Providence? ☐ Yes Contribution Amount(s):	□ No
	Signed under the pains and penalties of perjury Position	.	



BOARD OF CONTRACT AND SUPPLYCITY 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 followsiness' status in termowned Business Enter State of Rhode Island	ns of Minority and/orprise certification we (Check all that apple	or Woman with the ly).	□МВЕ		WBE		either MBE nor WI	
Construction provide update	n of the work to be per BE/WBE subcontract WBE Directory can ements). rganizations are not in projects unable to lates to the MBE/WI	erformed an tors/supplie be found he t required t identify su	d the percentagers must be certifere. Please visit, to complete the abcontractors p	e of the idea of t	e work as sub- the Office of ity's MBE/W	mitted to Divers BE pag	to the prime contractity, Equity and Oppose for details of the	ctor/vendor. portunity at the program (e.g.
Name of Subcontracto	or/Supplier:							
Type of RI Certification	on:	□МВЕ	$\Box W$	ΒE		□Neitl	her	
Address:								
Point of Contact:								
Telephone:								
Email:								
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the	ractor or Materials plier Per the Scope ne RFP			ı				
Total Contract Value ((\$):		Subcontr Value (\$)				Participation Rate (%):	
Anticipated Date of Pe	erformance:					•		
I certify under penalty	of perjury that the fo	orgoing stat	tements are true	and c	orrect.			
Prime Contractor/Ve	endor Signature				Title			Date
Subcontractor/Suppl	ier Signature				Title			Date

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



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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:mbe-wbe@providenceri.gov, for review **prior to bid submission.** This waiver applies only to the current bid which you are submitting to the City of Providence and does not apply to other bids your company may submit in the future. **In case a waiver is needed, City Department Directors should not** recommend a bidder for an award if this form is not included, absent or is not signed by the city of Providence MBE/WBE director.

Company Name, Address:		Trade			
Project /Item Description (as seen of	on RFP):				
			ne name of the primary individual wit		
whom you interacted, and the reaso					
MBE/WBE Company Name	Individual's Name	Company Name	Why did you choose not to work with this company?		
waiver of % MBE/WBE (20% minus the value of Box	F on the Subcontractor Disclo	f the total bid value. I am requesting a sure Form). If an opportunity is affort will be made to select MBE/WE		
certified businesses as partners.	sociated with the furniment	or this contract, a good raini c	Most will be made to select MBL/WE		
Signature of Prime Contractor / or Duly Authorized Representative	Printed Na	me	Date Signed		
Signature of City of Providence MBE/WBE Outreach Director /		me of City of Providence E Outreach Director	Date Signed		



BOARD OF CONTRACT AND SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

BID PACKAGE SPECIFICATIONS

Overview

The City of Providence, RI is seeking proposals from qualified Security Contractors to provide a range of uniformed security services for programmed events and Recreational facilities. These services will be crucial for various agencies across the City such as Arts, Culture & Tourism, Parks, and the Recreation Departments. The Contractor(s) selected by the City of Providence will have significant expertise in the areas necessary to meet the needs and requirements outlined in this RFP.

Term of Engagement

The City is seeking a multi-year partner. This contract will be awarded for a period of three years (effective from July 1, 2024, through June 30, 2027) with an additional two- one-year option terms (TBD effective from July 1, 2027, to June 30, 2028 & July 1, 2028, to June 30, 2029). The decision to renew the contract will be at the sole discretion of the City of Providence. The contract resulting from this solicitation shall be structured as a fixed-fee contract and all prices quoted must remain firm for this period.

Scope of Work

The City of Provide facilitates an array of unique public events which range from small intimate events to large social events. Events include but are not limited to:

Department of Arts Culture & Tourism: Music, art, and food festivals through out the year in addition to large Holiday celebrations such as the Fourth of July Fire Works.

Department of Parks: Events hosted at the Museum of Natural History & Planetarium, programming at the Roger Williams Park Botanical Center and public skating located at the Providence Rink.

Recreation Department: Public swimming pool facilities at five (5) locations across the city.



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Minimum Requirements

- The successful contractor awarded must possess a license required by federal, state, and local law to perform such work.
- Bidder shall be insured, and a certificate of insurance must be provided to the city listing the "City of Providence as additionally insured.
- It is requested that proposals be prepared in a comprehensive manner as to content. The proposal should be prepared in a format that will permit ready identification of your response to each component of this RFP in a concise manner.
- Interested vendors must provide three (3) professional references, preferably from other cities and towns, or businesses in Rhode Island.
- Bidder must meet all local, and national health, safety and cleanliness standards, licensing, and regulations.
- All security personnel positions are for UNARMED security personnel.
- Contractor must provide all necessary uniforms and equipment for each security guard personnel.
 Standard uniforms issued must be in accordance with stated requirements, equivalent to industry standards if not specifically stated. The cost of any uniform cleaning shall be the sole responsibility of the Contractor and or Security Officer.
- Contractor is responsible for having security personnel present for all scheduled hours and is solely
 responsible for finding replacements. Contractors shall provide or use back-ups for any situations arising
 such as sick days, no-shows, scheduling conflicts, or any other reason a Contractor's employee misses
 an assigned shift.
- All security guard personnel are expected to be in average to good physical condition capable of standing and walking for extended periods. Guards shall be capable of enduring the extreme heat and humidity in the summer and very cold in the winter while performing their duties.



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- Contractor should be able to quickly provide additional security personnel if needed and requested by the City of Providence in the event of an emergency.
- Vehicle (if needed) shall be clearly lettered and shall have safety lighting.
- Employees shall be directed by city personnel (designated representative) to a location or task at an event.
- Guard shall coordinate with performance and/or organizer security when needed.
- Guard will be allowed to take the required breaks consistent with city personnel policies.
- Guard shall report any issues to the designated representative.
- Guard shall work with city employees and emergency services throughout the event.
- Guard shall contact police and fire as needed and according to safety plan.
- Guard shall represent the city in a professional manner.
- Guard shall be trained in the following (as needed):
 - Metal Detector Operation
 - Personal and Property Searches
 - Tips Certification
- Must have staff to provide for small events of 125 (one hundred and twenty-five) people and large events of 100,000+ (one hundred thousand plus) people.
- Staffing level shall be agreed upon by vendor and designated representative.
- Bidder must demonstrate their security experience as it pertains to events and programming.
- Bidder must be able to articulate that they do not hold any legal judgments, pending or expected litigation, or other real or potential financial reversals that might materially affect their viability or stability, or an assurance that no such conditions exist. The City may, at any time, investigate the Bidder's ability to perform the work. The City may ask for additional information about a Vendor and its work on previous contracts. The City may use any sources of information in such an investigation, including sources not provided by the Vendor.



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Invoicing

- If awarded, the successful contractor is expected to provide invoices with detailed listings of the work performed, dates and vehicle serviced.
- All invoices must be submitted within thirty (30) days of service completion with the agreement of Net 30 terms.
- A check will be issued through the City of Providence by the issuing department. Payments will be for only what has been agreed in the contract.

Proposed Schedule

The timeline for the selection process is presented below. A pre-bid conference is not scheduled for this item. Complete responses must be received by Monday May 20, 2024, at 2:15 pm and sent to the City Clerk (25 Dorrance Street Providence, RI 02903 Room 311). No faxed or electronic submissions will be accepted. Upon awarding of the bid, the City would plan to commence work starting July 1, 2024. Any changes will be posted via an addendum to the City of Providence Purchasing Department official website: https://www.providenceri.gov/purchasing/openrfpsummary/. Respondents are responsible for checking the website for any scheduled changes.

<u>Events</u>	<u>Date</u>
Request for Proposals Issued	Monday April 22, 2024
Deadline to submit bid questions (via email to subject matter experts)	Friday May 10, 2024
Final response to questions (via public addendum)	Tuesday May 14, 2024
Bids Due	Monday May 20, 2024

Proposal Content Requirements

- 1. Bid Form 1: Bidders Blank
- 2. Bid Form 2:Certification of Bidder
- 3. Bid Form 3: Certificate Regarding Public Records
- 4. Bid Form 4: Affidavit of City Vendor
- 5. MBE/WBE Participation Plan
- 6. MBE/WBE Waiver Request Form
- 7. General Company Information
- 8. Services Offered
- 9. References (Attachment A)
- 10. Cost Proposals (Attachment B)



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Evaluation Criteria

Each proposal will be evaluated for full compliance with the RFP instructions to contractors and the terms and conditions set forth within the RFP document.

Scoring Rubric

Categories	Maximum Score
Required Documents/ Forms	30
Company information	20
References	20
Cost Proposal	30
Minority / Woman Business Enterprise Certification (Bonus Points)	6
Total Possible Points	106

Proposal Acceptance/Rejection

The City of Providence Reserves the right to reject any or all proposals. The City reserves the right to negotiate with any vendor if such action is deemed to be in the best interest of the City.



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Attachment A: References

Please list at least three (3) customers with whom you have contracted to provide similar services. Preferably, references should be municipalities which are of approximate size as the City of Providence, and a website address should be included if available.

Reference #1	
Company Name:	
Contact Person:	_Telephone #:
Contract Dates:	To
Website Address:	
Reference #2	
Company Name:	
Contact Person:	_Telephone #:
Contract Dates:	To
Website Address:	
Reference #3	
Company Name:	
Contact Person:	_Telephone #:
Contract Dates:	То
Website Address:	



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Attachment B: Cost Proposal

Please list your unit prices below

Category/ Description	Hourly rate/ Price
Weekdays Mon-Friday 1 st shift	
Weekdays Mon-Friday 2 nd shift	
Weekdays Mon-Friday overnight	
Weekends Sat – Sun 1 st shift	
Weekends Sat – Sun 2 nd shift	
Weekends Sat – Sun overnight	
Holiday 1 st shift	
Holiday 2 nd shift	
Holiday overnight	
Supervisor	
Security vehicle	
Are your guards certified in Providence as floor hosts?	□YES □NO
Do you have experience with small crowds	□YES □NO
Do you guards have customer service training	□YES □NO
Does your team go through regular training?	□YES □NO
Vendor Name:	Tel No:
Address: Cit	



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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 <u>NOT</u> 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.

<u>All bids submitted to the City Clerk become public record</u>. 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.



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CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For 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

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

- 12. Written notice hereunder shall be deemed to have been duly served if delivered in person to the individual or member of the firm or entity or to an officer of the entity for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known by the party providing notice.
- 13. In no event shall the Agreement automatically renew or be extended without a writing signed by the parties.
- 14. You agree that products produced or resulting from the performance of the Agreement are the sole property of the City and may not be used by you without the express written permission of the City.
- 15. For any Agreement involving the sharing or exchange of data involving potentially confidential and/or personal information, you shall comply with any and all state and/or federal laws or regulations applicable to confidential and/or personal information you receive from the City, including but not limited to the Rhode Island Identity Theft Protection Act, R.I. Gen. Laws § 11-49.3-1, during the term of the Agreement. You shall implement and maintain appropriate physical, technical, and administrative security measures for the protection of, and to prevent access to, use, or disclosure of, confidential and/or personal information. In the event of a breach of such information, you shall notify the City of such breach immediately, but in no event later than twenty-four (24) hours after discovery of such breach.
- 16. The Agreement is governed by the laws of the State of Rhode Island. You expressly submit yourself to and agree that any and all actions arising out of, in connection with, or resulting from the performance of the Agreement or relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island or the federal court located in Rhode Island.
- 17. The failure of the City to require performance of any provision shall not affect the City's right to

- require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.