

# **REQUEST FOR PROPOSALS**

**Item Description: Purchase of Inlet Stones FY25** 

Procurement/MinuteTraq #: 45152

Date to be opened: 6/3/2024

**Issuing Department: Department of Public Works** 

#### **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: David Mambro
  - o Title: Sewer Superintendent
  - o Email Address: dmambro@providenceri.gov

#### **Pre-bid Conference**

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

#### **Deadline for questions submissions:**

Questions are due Friday May 24, 2024, by 4PM.



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

#### INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/3/2024

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

\*\* <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 SUPPLY**CITY OF PROVIDENCE, RHODE ISLAND

#### **BID PACKAGE CHECKLIST**

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

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 <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 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 (<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 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. <u>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.</u> 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 <u>\$</u> 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 <b>nighty (90) days of bid opening</b> . 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 <u>other than Rhode</u> <u>Island</u> , 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),	(Firm or Individual Bidding),			
I,		(Name of Person Making Certification),				
bei	ng its	(Title or "Self"), hereby certify that:				
1.	Bidder does not unlawfully discriminate orientation and/or religion in its business	n the basis of race, color, national origin, gender, sexual 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 af	firm by signing below that I am duly autho	zed on behalf of Bidder, on				
this	day of	20				
		Signature of Representa	 ition			
		Printed N	ame			

Printed Name



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

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

Upon	pehalf of(Firm or Individual Bidding),	
I,	(Name of Person Making Certification),	
being	ts(Title or "Self"), hereby certify an	
unders	tanding 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 affiri	n by signing below that I am duly authorized on behalf of Bidder, on	
this	day of20	
	Signature of Representati	—
	Signature of Representati	JI.



# **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 <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 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. 2128.1 (e):
Read the following paragraph and answer on	e of the options:
are not in writing within the 12 month period pro	of this bid submission with the City of Providence, or with respect to the contracts that ecceding the date of notification that the contract has reached the \$100,000 threshold, calendar year to (please list all persons or entities required under Sec. 2128.1 (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.	<ul> <li>The Mayor of Providence? ☐ Yes ☐ No</li> <li>If Yes, please complete the following: Recipient(s) of the Contribution:</li> </ul>		
	Contribution Date(s):	Contribution Amount(s):	
d.	Candidates for election or reelection to the office  If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	of Mayor of Providence? ☐ Yes  Contribution Amount(s):	□ No
	Signed under the pains and penalties of perju	ry.	
	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:							
business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).  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).  • 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							
	11			I/DE			
Type of RI Certification Address:	on:	□МВЕ		WBE		□Neither	
Point of Contact:							
Telephone:							
Email:							
	ATT 1 D						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the Total Contract Value (	tractor or Materials plier Per the Scope he RFP		Subcon	tract		Participation	
	` ,		Value (	\$):		Rate (%):	
Anticipated Date of Po							
I certify under penalty of perjury that the forgoing statements are true and correct.							
Prime Contractor/Vo	endor Signature				Title		Date
Subcontractor/Suppl	ier Signature				Title		Date

<sup>\*</sup>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 <a href="mailto:govmailto:mbe-wbe@providenceri.gov">gdiaz@providenceri.gov</a>, 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):		
		or WBE companies you contacted, the pany could not participate on this pro	ne name of the primary individual with
MBE/WBE Company Name	Individual's Nan		Why did you choose not to work with this company?
waiver of % MBE/WBE	(20% minus the value of	of <b>Box F</b> on the Subcontractor Disclo	of the total bid value. I am requesting a osure Form). If an opportunity is effort will be made to select MBE/WB
Signature of Prime Contractor / or Duly Authorized Representativ		ited Name	Date Signed
Signature of City of Providence MBE/WBE Outreach Director / or Duly Authorized Representativ	MB	nted Name of City of Providence E/WBE Outreach Director	Date Signed



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

### **BID PACKAGE SPECIFICATIONS**

#### **Overview**

The Department of Public Works is seeking a vendor able to provide granite inlet stones for various public works projects and operational tasks for the 2025 fiscal year. The awarded bidder will be responsible for ensuring the availability and delivery of the requested product to a professional standard and to the satisfaction of the City.

#### **Quoted Rates**

This Contract will be for one year (Effective from July 1, 2024, through June 30, 2025). All prices quoted must remain firm for this duration.

Bidders are required to complete the pricing sheet form. If the bidder does not wish to bid on certain areas or type of product, enter "NO BID" in that section.

#### Authorization of Order

The department of Public Works will issue a Purchase Order for every order. Orders cannot proceed without a purchase order.

### Invoicing

Invoices should be mailed and emailed to the Department of Public Works within thirty (30) days of the delivery of the requested product.

Invoices must include a detailed description of the item(s), breakdown of pricing and the contact person of the issuing department.

#### **Contract Term**

The contract will be for a one (1) year period from its effective date of signature(s)July 1, 2024, through June 30, 2025.

The award of this contract in no way obligates the City to spend the corresponding estimated dollars. The City reserves the right to cancel this contract at any time with a 30-day written notice. The City also reserves the right to award more than one bidder if it is deemed to be in our best interest.



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

### **Scope of Work**

The scope of work requires the delivery of bulk inlet stones to the location of the Department of Public Works location 20 Ernest Street, Providence, RI 02905.

### **Evaluation Criteria**

The award will be based on the lowest evaluated bid price, including unit pricing for granite inlet stones, delivery costs, and delivery timeliness.



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

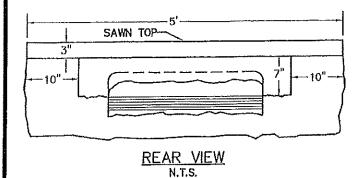
## **Pricing Sheet**

Bidders are required to complete the pricing sheet form. If the bidder does not wish to bid on certain areas or type of equipment, enter "NO BID" in that section.

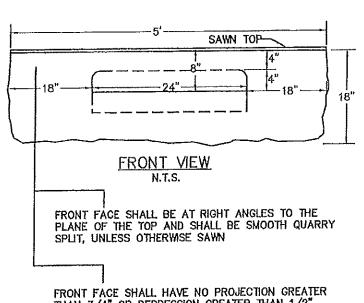
Description	Per Unit Price	Quantity of 32 Price
Granite Inlet Stone 24" Opening		
Granite Inlet Stone 30" Opening		
Granite Apron Stone 24" Opening		
Granite Apron Stone 30" Opening		

Freight Charge:		
Estimated Delivery Time Frame:		_

BACK SURFACE SHALL HAVE NO PROJECTIONS FOR A DISTANCE OF 3" DOWN FROM THE TOP UNLESS OTHERWISE SAWN



QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9," UNLESS OTHERWISE SAWN

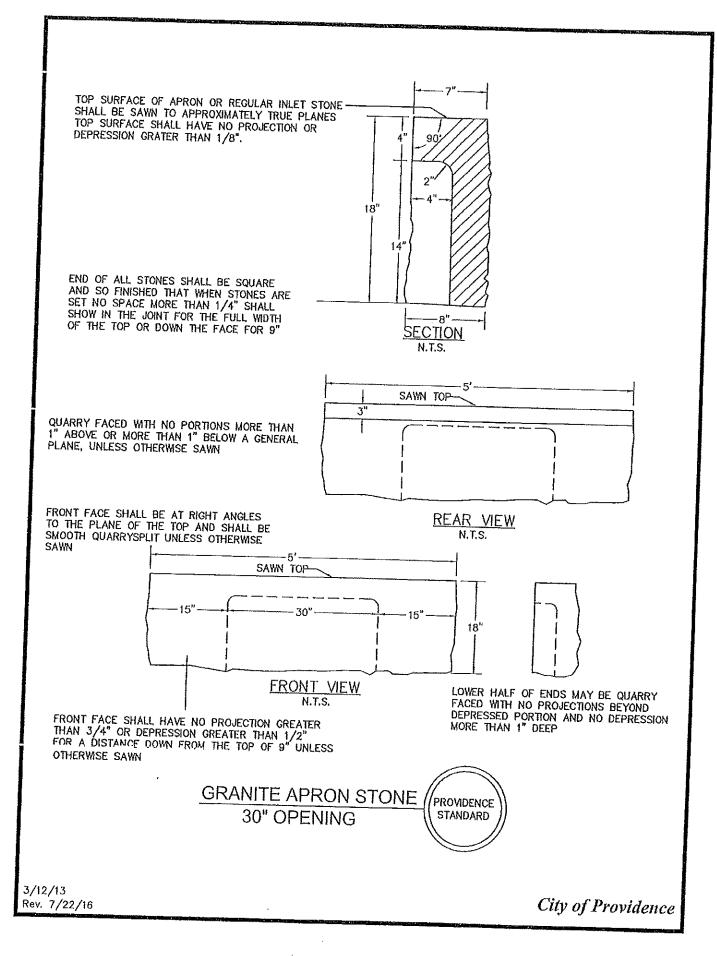
LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN 3/4" OR DEPRESSION GREATER THAN 1/2" FOR A DISTANCE DOWN FROM THE TOP OF 9", UNLESS OTHERWISE SAWN

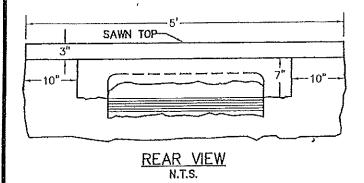


City of Providence

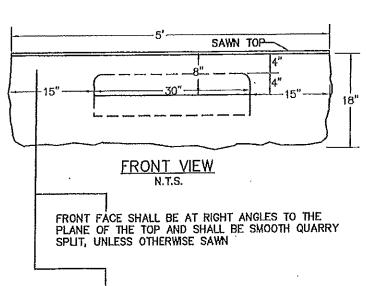
7/22/16



BACK SURFACE SHALL HAVE NO PROJECTIONS FOR A DISTANCE OF 3" DOWN FROM THE TOP UNLESS OTHERWISE SAWN



QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9," UNLESS OTHERWISE SAWN

K 2.

LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

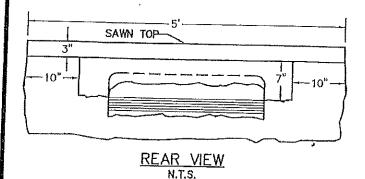
FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN 3/4" OR DEPRESSION GREATER THAN 1/2" FOR A DISTANCE DOWN FROM THE TOP OF 9", UNLESS OTHERWISE SAWN

GRANITE INLET STONE 30" OPENING

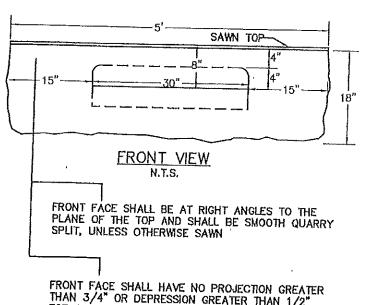
PROVIDENCE STANDARD

3/13/13 Rev. 7/22/16 City of Providence

BACK SURFACE SHALL HAVE NO PROJECTIONS FOR A DISTANCE OF 3" DOWN FROM THE TOP UNLESS OTHERWISE SAWN



QUARRY FACED WITH NO PORTIONS MORE THAN 1" ABOVE OR MORE THAN 1" BELOW A GENERAL PLANE, UNLESS OTHERWISE SAWN



END OF ALL STONES SHALL BE SQUARE AND SO FINISHED THAT WHEN STONES ARE SET NO SPACE MORE THAN 1/4" SHALL SHOW IN THE JOINT FOR THE FULL WIDTH OF THE TOP OR DOWN THE FACE FOR 9." UNLESS OTHERWISE SAWN

LOWER HALF OF ENDS MAY BE QUARRY FACED WITH NO PROJECTIONS BEYOND DEPRESSED PORTION AND NO DEPRESSION MORE THAN 1" DEEP

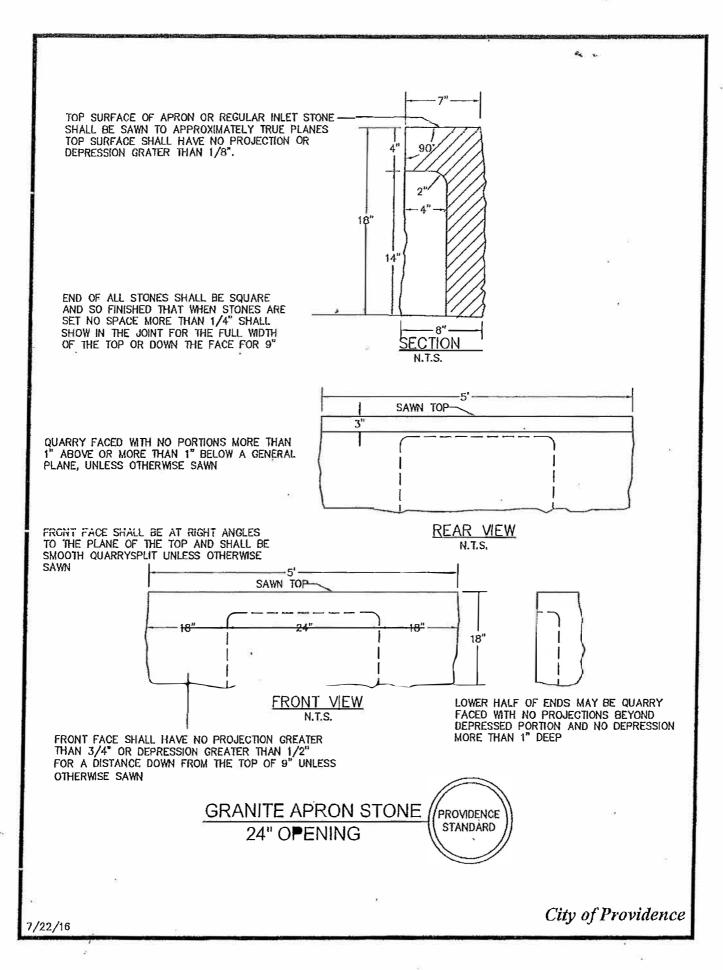
FRONT FACE SHALL HAVE NO PROJECTION GREATER THAN  $3/4^{\prime\prime}$  OR DEPRESSION GREATER THAN  $1/2^{\prime\prime}$  FOR A DISTANCE DOWN FROM THE TOP OF  $9^{\prime\prime}$ . UNLESS OTHERWISE SAWN

GRANITE INLET STONE 30" OPENING

PROVIDENCE STANDARD

3/13/13 Rev. 7/22/16

City of Providence





# **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 <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.

Revised: 4/29/2023



# **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

Revised: 4/29/2023



# **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.