

REQUEST FOR PROPOSALS

Item Description: Two (2) Service Truck with Knapheide

Bodies Procurement/MinuteTraq #: 45232

Date to be opened: 6/17/2024

Issuing Department: Providence Water Supply Board

QUESTIONS

- Please direct questions related to the bidding process, how to fill out forms, and how to submit a bid (Pages 1-8) to the Purchasing Department.
 - o 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
 - 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: Tony Fernandes
 - Title: Support Services Manager
 - o Email Address: tonyf@provwater.com

Pre-bid Conference

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

Deadline for questions submissions: Monday, June 10, 2024



INSTRUCTIONS FOR SUBMISSION

Meeting Date: 6/17/2024

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.



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.



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.)



BID TERMS

1.	and mu this	nancial assurances may be required in order to be a successful bidder for Commodity or Construction of Service contracts. If either of the first two checkboxes below is checked, the specified assurance ast accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The red checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to 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.	Av	vards will be made within nighty (90) days of bid opening . All bid prices will be considered firm.

- 2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
- 3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

The following entry applies only for COMMODITY BID TERMS:

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts. The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:

- 5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
- 6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, <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.



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



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

Upon behalf of		(Firm or Individual Bidding),
Ι,		(Name of Person Making Certification),
bei	ng its	(Title or "Self"), hereby certify that:
1. 2.	orientation and/or religion in its busines	on the basis of race, color, national origin, gender, sexual s and hiring practices. red in compliance with all applicable federal, state and local
I at	firm by signing below that I am duly aut	orized on behalf of Bidder, on
this	day of	
		Signature of Representation
		Printed Name

Printed Name



BID FORM 3: Certificate Regarding Public Records

ehalf of	(Firm or Individual Bidding),
	(Name of Person Making Certification),
anding that:	
(RFQ's), documents contained verecord upon receipt by the City (o Requests for Proposals (RFP's) and Requests for Qualification within, and the details outlined on those documents become public Clerk's office and opening at the corresponding Board of Contract
effort to request that sensitive/pedepartment and only at request i	the issuing department for this RFP/RFQ have made a conscious ersonal information be submitted directly to the issuing f verification of specific details is critical the evaluation of a
	ormation may be crucial to evaluating bids. Failure to provide slification, or an inability to appropriately evaluate bids.
defined supplemental information submitted to the City Clerk, the	not been requested is enclosed or if a bidder opts to enclose the on prior to the issuing department's request in the bidding packet City of Providence has no obligation to redact those details and on the information becoming public record.
The City of Providence observes the bidding packet may not be so bidder in order to protect other in	s a public and transparent bidding process. Information required in ubmitted directly to the issuing department at the discretion of the information, such as pricing terms, from becoming public. Bidders
by signing below that I am duly	authorized on behalf of Bidder, on
day of	20
	Signature of Representation
	anding that: All bids submitted in response to (RFQ's), documents contained we record upon receipt by the City (and Supply (BOCS) meeting. The Purchasing Department and effort to request that sensitive/pedepartment and only at request invendor's bid. The requested supplemental information such details may result in disqual of sensitive information that has defined supplemental information submitted to the City Clerk, the details may result in disqual of the City of Providence observes the bidding packet may not be subidder in order to protect other in who make such an attempt will be



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. § 36-14-2</u>, "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 re	quired to report under Sec. 2128.1 (e):
Read the following paragraph and answer one of the o	ptions:
are not in writing within the 12 month period preceding th	submission with the City of Providence, or with respect to the contracts that e date of notification that the contract has reached the \$100,000 threshold, year to (please list all persons or entities required under Sec. 2128.1 (e)).
 a. Members of the Providence City Council? ☐ Yes • If Yes, please complete the following: Recipient(s) of the Contribution: 	□ No
Contribution Date(s):	Contribution Amount(s):
 b. Candidates for election or reelection to the Providence If Yes, please complete the following: 	e City Council? Yes No
Recipient(s) of the Contribution: Contribution Date(s):	Contribution Amount(s):





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 M If Yes, please complete the following: Recipient(s) of the Contribution: Contribution Date(s):	ayor of Providence? ☐ Yes Contribution Amount(s):	□ No
	Signed under the pains and penalties of perjury.	_	



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:						
	ns of Minority and/orprise certification was (Check all that apports commitme	or Woman rith the ly).	e prime contractor	r/vendor and MBI	□Neither MBE nor WI E/WBE subcontractors tted to the prime contra	and suppliers,
Please note that all MI time of bid. The MBE instructions and requir Nonprofit or Construction provide update	BE/WBE subcontract/WBE Directory can ements). rganizations are not projects unable to ates to the MBE/WI	tors/suppliers not be found here. trequired to contidentify subcontinuous	nust be certified by Please visit, the Complete the rest contractors prior to	y the Office of Di City's MBE/WBE of this form.	versity, Equity and Oppage for details of the	portunity at the program (e.g.
Name of Subcontractor/Supplier:						
Type of RI Certification:		□MBE	□WBE □Neither			
Address:						
Point of Contact:						
Telephone:						
Email:						
Detailed Description of Performed by Subcont to be Supplied by Sup of Work provided in the						
Total Contract Value	(\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Po	erformance:		(*)	1		
I certify under penalty	of perjury that the f	orgoing statem	ents 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.



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.

recommend a bidder for an award	if this form is not included	, absent or is not signed by the city	y of Providence MBE/WBE director.
Prime Bidder:		Contact Email and Phone	
Company Name, Address:		Trade	
Project /Item Description (as seen	on RFP):		
		WBE companies you contacted, the	e name of the primary individual wit
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 E	Sox F on the Subcontractor Disclos	f the total bid value. I am requesting a sure Form). If an opportunity is ffort will be made to select MBE/WE
Signature of Prime Contractor / or Duly Authorized Representativ	Printed	Name	Date Signed
Signature of City of Providence MBE/WBE Outreach Director /		Name of City of Providence WBE Outreach Director	Date Signed

or Duly Authorized Representative



Providence Water is seeking to purchase (2) New Small Utility Truck's with Knapheide Body Model KMS16 Service truck. 2024 or Current Model Full Size 4X4. Dodge 5500, GMC-Chevrolet or Equivalent.

Model Basic ve	enicle:	YES/NO
Drivetrain		
Engine: Dies	sel	
8	External Engine Oil Cooler	
Transmission	: Heavy Duty 6 Speed Automatic	
	Electronically Controlled	
	Transmission Oil Cooler	
Skid Plates	Factory Skid Plate Package	
Electrical:	220 AMP Alternator	
	720 CCA Battery	
Drive:	Four Wheel Drive	
	Shift on the Fly, Manual Transfer Case	
	Automatic Locking Front Hubs	
Rear Axle:	4.10:1 Axle Ratio	
	Automatic Locking Rear Differential	=
Fuel Tank:	Dual Tanks with 63 Gallon Capacity	
Suspension		
GVW:	19,500 LB	
Brakes		
Drakes	Form Wheel Digo Tyme	
	Four Wheel Disc Type Power Assisted	
	Four Wheel Anti-Lock System	
	StabiliTrak, Stability Control System	
	with Proactive Roll Avoidance and	
	Traction Control	
Wheels and Tir	es:	
Wheels:	(7) 17 X 6.5" Steel	
Tires:	(7) LT235/80R17E On/Off Road Radials	•
Tires:	Full Spare Tires	



		YES / NO
Exterior:		
Exterior Cab	Color White	
Body:	Regular Cab	
•	Cab to Axle Chassis	
	Chassis Mounted Recovery Hooks	
Mirrors:	Extendable Camper Type Mirrors	
	Heated, Electric Remote	
	Integrated Convex Spotter Spot Mirrors	
Glass:	Solar Tinted Glass	
Bumper:	Front Chromed	
Lights:	Automatic Halogen Headlamps	
8	Daytime Running Lights	
	Amber Roof Marker Lights	
Wipers:	Intermittent Windshield Wipers	
Finish:	Base Coat/Clear Coat-White	
Interior:		
Seat:	Vinyl 40/20/40 Split Bench Seat	
	Color Grey seats.	
Airbags:	Driver and Right Passenger Frontal	
	Passenger Side Deactivation Switch	
Power:	Tilt Wheel and Cruise Control	
	Steering Wheel Mounted Controls	
	Power Windows and Door Locks	
	Keyless Remote Entry	
AC:	Single Zone Manual	
Floor:	Full Floor Vinyl Floor Mat	
Radio:	Audio System, AM/FM	
	7" Color Touchscreen	
	Auxiliary Inputs.	
Instruments:	Full Gauge Package with Tachometer	
mon amonto.	3.5" Display, Driver Information Center	
Power Outlet	s: Dual Covered Dash Mounted	
	: Electronic Trailer Brake Controller	
Switches:	Dash Mounted Upfitter Switches	
2./Itelies.		
Dimensions:		
Wheelbase:		
Overall Leng	th 229"	
Overall Heig		
Cab to Axle	60"	



	YES / NO
Factory Warranty:	
36 Months/36,000 Miles "Bumper to Bumper"	
Extended Powertrain Warranty, 5 Year/100,000 Miles	
5 Year/100,000 Miles Roadside Assistance	
WARRANTY: The manufacturer's regular new vehicle warranty shall apply to ea	ach vehicle procured against
this specification. All warranty certificates and/or cards shall be supplied with e	
warranty shall be factory authorized and shall cover not less than three (3) years/36,0	
no charge parts and labor, starting from the date the vehicle is placed into service	
notify the dealer of the actual "in-service" date. All emission-related compor	ients shall be warranted in
compliance with CARB and Federal requirements.	
NOTE: If "YES" is indicated that means "as specified". If "NO" is indicated that i	neans the specification is
different, and a separate sheet of paper must accompany your bid package explainin	*
specification.	-
Bidders should state the number of working days of delivery date.	
• Successful bidders should be within 75 miles of PW Central operations 1	25 DuPont Drive
Providence Rhode Island 02907	
COMPANY NAME:	
SIGNATURE:	
SIGNATURE.	
DATE:	



Additional Information to Bidders

Specs for Safety Lights

- 1. (4) Whelen 500 Series Linear Super-Led Dual Amber -white LED warning lights to be installed in front of truck grill.
- 2. (4) Whelen M4 Series Linear Super-Led Dual Amber / White to be Install rear of utility body.
- 3. (2) Halogen work Light's Model Whelen Pioneer Plus 8 spotlights.
 - o (2) Whelen Pedestal Mount for Pioneer Plus
 - o To be installed truck platform bulkhead.
- 4. Back- Up Camera OEM
- 5. Sprayed Rhino Bed liner
- 6. Auxiliary Back-Up Alarm: (97DBA)
 - Installed at Rear of Vehicle
- 7. Floor Mats Front: weather Tech black:
- 8. Factory Trailer Tow hitch:
- 9. Factory Cab Steps.
- 10. Cone holder: Installation location (TBA)
- 11. Additional Utility Body Options
- 12. Utility body Interior compartments are to be lighted with LED lighting.
- 13. Aluminum C-Tech. Mechanics Drawers: (4) Aluminum alloy construction manufactured by C-Tech. Mechanic drawers rated for maximum of 250 lbs. to be installed Curb side front vertical Compartment & Drivers side compartment and horizontal compartments.
- 14. Vise Bracket: To install curb side rear bumper of Utility truck
- 15. Vanair Underdeck Air Compressor Vanair 185 CFM under-deck air compressor PTO shaft driven with Marco EQP Live drive 4x4 option.
 - 1 3/4" x 50' reel-craft hose rear of utility body compartment Curb Side with shut off and filter water separator



Introducing EPEQ® Idle Management - The Solution for Idling Control, Cost Reduction, and Emission Mitigation!

Vanair's new EPEQ® Idle Management System (EPEQ® IM) reduces or eliminates the unnecessary idling of a vehicle's engine. EPEQ® IM adapts to your fleet's needs. It can be programmed to turn the vehicle on/off based on parameters like run time or battery charge. You can use your vehicle's onboard battery or opt for the high-performance EPEQ® ELIMENT™ 100Ah LiFePO4 Battery and Battery Management System (BMS) to power various equipment, from cab climate control to air compressors, generators, emergency lights, radios, laptops, cameras, and more all while automatically shutting down the engine.

ADVANTAGES INCLUDE:

- Zero emissions
- Quiet operation
- Reduced fuel consumption
 - Reduced maintenance
 - Reduced engine wear
 - Regulatory compliance

SEAMLESS SCALABILITY:

The EPEQ® IM System is fully compatible and scalable within all the EPEQ® ecosystem of products.

TELEMATICS FOR PRECISION FLEET MANAGMENT:

Vanair's EPEQ® IM System, paired with our state-of-the-art telematics, empowers fleet managers with critical asset usage data. Make informed investments and optimize space and weight allocation.

Vanair® reserves the right to make changes in engineering, design, and specifications; add improvements; or discontinue manufacturing at any time without notice or obligation. Vanair®, EPEQ®, the Vanair® logo, the EPEQ® logo, MOBILE POWER SOLUTIONS®, and ELECTRIFIED POWER EQUIPMENT® are registered trademarks or trademarks of Vanair® Manufacturing, Inc., Michigan City, IN, USA. © 2023 All Rights Reserved.



800.526.8817 | EPEQ.com



16. Lift GateThieman TT15 49+5 Depth Aluminum Platform Lift Gate: 1500 Capacity w/work light kit Included in Cab Shutoff Model TVLR20 to be installed on rear of truck platform.

17. Auto Crane: Model EC-2X

- fully manual with cable.
- jacklegs extending minimum 3′ 3″ (1 m) from centerline of truck.
- Capacity 2,000lbs
- Rating 6,000lbs
- Length 9.25
- Weight 385lbs
- Body titan16
- Stowed boom length 5'8
- Extended boom length 9'3
- Height 2'
- Motor12 volt DC series
- Cable 50 ft
- 3Year Warranty

18. Payload Package Upgrade

(NONGV) GVWR: 19,500 lb Payload Package, to Include upgrade frame.

Additional

- 19. Vanair EPWQ idling control management system.
- 20. Drawings The successful bidder must supply drawings of the Utility body- upfilf drawings are NOT submitted, the bid will be rejected.
- 21. The successful vendor(s) will be required to provide the following, RIDMV completed application for registration and Title Certificate (TR-1) and responsible for registration & title fees.
- 22. Service Manuals Bidder will supply one (1) complete set of Chassis builder's service manuals including wiring diagrams as built and diesel engine service, missions/diagnostic service, Transmission service.
- 23. Three (3) Keys should be supplied by vendor (No aftermarket keys are accepted)All Prior Installations ***Must Be Approved by A PW Representative *



Alternative Fuel Vehicles

- 1. As an environmentally conscious utility that provides drinking water to over 600,000 Rhode Island residents, Providence Water encourages all vendors that bid on vehicles/equipment, to make every effort to provide us with alternative fuel options when submitting their bids.
- 2. Vendors are encouraged to submit proposals on both the standard vehicle specified and an alternate fuel option. Providence Water will review all bids submitted and reserves the right to recommend award based on its best interest.
- 3. When submitting alternate fuel bids, clearly identify the fuel option and submit a complete detailed specification of the vehicle.
- 4. Flex fuel vehicles will not be considered as an alternate fuel option at this time.



Trade-in to be bid separate from purchase.

PW reserves the right to Accept / Reject trades-ins

Trade	-in Vehicle Information	Mileage	Amount	
176	2004 – GMC C4500 - 1GDC4C1194F506600	177,498	\$()	
2535	2008 Ford F550 – Vin #1FDAF56R28EE17247	160,100	\$()	

Purchase - List the cost for each vehicle as well as Year, Make & Model	Delivery	Bid Price
	Date	
1.		\$
2.		\$



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 SUPPLYCITY OF PROVIDENCE, RHODE ISLAND

CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS

- 1. The terms "you" and "your" contained herein refer to the person or entity that is a party to the agreement with the City of Providence ("the City") and to such person's or entity's employees, officers, and agents.
- 2. The Request For Proposals ("RFP") and these Standard Terms and Conditions together constitute the entire agreement of the parties ("the Agreement") with regard to any and all matters. By your submission of a bid proposal or response to the City's RFP, you accept these Standard Terms & Conditions and agree that they supersede any conflicting provisions provided by bid or in any terms and conditions contained or linked within a bid and/or response. Changes in the terms and conditions of the Agreement, or the scope of work thereunder, may only be made by a writing signed by the parties.
- 3. You are an independent contractor and in no way does this Agreement render you an employee or agent of the City or entitle you to fringe benefits, workers' compensation, pension obligations, retirement or any other employment benefits. The City shall not deduct federal or state income taxes, social security or Medicare withholdings, or any other taxes required to be deducted by an employer, and this is your responsibility to yourself and your employees and agents.
- 4. You shall not assign your rights and obligations under this Agreement without the prior written consent of the City. Any assignment without prior written consent of the City shall be voidable at the election of the City. The City retains the right to refuse any and all assignments in the City's sole and absolute discretion.
- 5. Invoices submitted to the City shall be payable sixty (60) days from the time of receipt by the City. Invoices shall include support documentation necessary to evidence completion of the work being invoiced. The City may request any other reasonable documentation in support of an invoice. The time for payment shall not commence, and invoices shall not be processed for payment, until you provide reasonably sufficient support documentation. In no circumstances shall the City be obligated to pay or shall you be entitled to receive interest on any overdue invoice or payment. In no circumstances shall the City be obligated to pay any costs associated with your collection of an

- outstanding invoice.
- 6. For contracts involving construction, alteration, and/or repair work, the provisions of applicable state labor law concerning payment of prevailing wage rates (R.I. Gen. Laws §§ 37-13-1 et seq., as amended) and the City's First Source Ordinance (Providence Code of Ordinances §§ 21-91 et seq., as amended) apply.
- 7. With regard to any issues, claims, or controversies that may arise under this Agreement, the City shall not be required to submit to dispute resolution or mandatory/binding arbitration. Nothing prevents the parties from mutually agreeing to settle any disputes using mediation or non-binding arbitration.
- 8. To the fullest extent permitted by law, you shall indemnify, defend, and hold harmless the City, its employees, officers, agents, and assigns from and against any and all claims, damages, losses, allegations, demands, actions, causes of action, suits, obligations, fines, penalties, judgments, liabilities, costs and expenses, including but not limited to attorneys' fees, of any nature whatsoever arising out of, in connection with, or resulting from the performance of the work provided in the Agreement.
- 9. You shall maintain throughout the term of this Agreement the insurance coverage that is required by the RFP or, if none is required in the RFP, insurance coverage that is considered in your industry to be commercially reasonable, and you agree to name the City as an additional insured on your general liability policy and on any umbrella policy you carry.
- 10. The City shall not subject itself to any contractual limitations on liability. The City shall have the time permitted within the applicable statute of limitations, and no less, to bring or assert any and all causes of action, suits, claims or demands the City may have arising out of, in connection with, or resulting from the performance of the work provided in the Agreement, and in no event does the City agree to limit your liability to the price of the Agreement or any other monetary limit.
- 11. The City may terminate this Agreement upon five (5) days' written notice to you if you fail to observe any of the terms and conditions of this Agreement, or if the City believes your ability to perform the terms and conditions of this Agreement has been materially impaired in any way, including but in no

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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