



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

# REQUEST FOR QUALIFICATIONS

**Item Description: SIDEWALK, ROAD, AND DRAINAGE CONSTRUCTION FOR SAFE STREETS PROJECTS (SAFE STREETS BLANKET CONTRACT 2025)**

**Procurement/MinuteTraq #: 50810**

**Date to be opened: 11/3/2025**

**Issuing Department: Planning & Development**

## **QUESTIONS**

- Please direct questions related to the solicitation process, how to fill out forms, and how to submit your application (Pages 1-8) to the Purchasing Department.
  - Email: [purchasing@providenceri.gov](mailto:purchasing@providenceri.gov)
    - Please use the subject line “**Solicitation Question**”
- Please direct questions relative to the Minority and Women’s Business Enterprise Program and the corresponding forms (Pages 10-11) to the MBE/WBE Outreach Director for the City of Providence, Grace Diaz
  - Email: [gdiaz@providenceri.gov](mailto:gdiaz@providenceri.gov)
  - Please use subject line “**MBE WBE Forms**”
- Please direct questions relative to the specifications outlined (beginning on page 14) to the issuing department’s subject matter expert:
  - Name: Ian Cullings, PE
  - Title: Engineering Project Manager
  - Email Address: [icullings@providenceri.gov](mailto:icullings@providenceri.gov)
    - Please use subject line “Safe Streets Blanket Contract 2025”
    - Deadline for questions to be submitted is Friday, October 24<sup>th</sup>, 2025 at 4:30 PM (EST)

## **Pre-submission Conference**

There will be a Non-Mandatory Pre-Bid Conference

The pre-bid conference will be held virtually at 9:00am on Wednesday, October 15<sup>th</sup>, 2025. Please contact [icullings@providenceri.gov](mailto:icullings@providenceri.gov) to confirm attendance.

**Deadline for questions submissions: Friday, October 24<sup>th</sup>, 2025 at 4:30pm.**

## INSTRUCTIONS FOR SUBMISSION

**Meeting Date: 11/3/2025**

Responses 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.

- Responders must submit **2 copies** of their submission in sealed envelopes or packages labeled with the captioned **Item Description** and the **City Department to which the solicitation is related and must include the company name and address on the envelope as well.** (On page 1).
- Only use form versions and templates included in this solicitation.
- The submission envelope and information relative to the solicitation must be addressed to:

**Board of Contract and Supply  
Department of the City Clerk – City Hall, Room 311  
25 Dorrance Street  
Providence, RI 02903**

**\*\*PLEASE NOTE:** This solicitation may include details regarding information that you will need to provide (such as proof of licenses) to the issuing department before the formalization of an award.

*This information is NOT requested to be provided in your initial solicitation by design.*

**All responses 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/ 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 10-11) or on:*  
<https://www.providenceri.gov/purchasing/minority-women-owned-business-mbewbe-procurement-program/>

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

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

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

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

## **NOTICE TO VENDORS**

1. The Board of Contract and Supply will make the award to qualified and responsible applicants.
2. In determining the responsible applicants, cash discounts based on preferable payment terms will not be considered.
3. Where applicants are equally qualified, the Board of Contract and Supply reserves the right to award to one applicant, or to split the award.
4. No submission will be accepted if the response is made in collusion with any other bidder.
5. Responses may be submitted on an “equal in quality” basis. The City reserves the right to decide equality. Applicants must indicate brand or the make being offered and submit detailed specifications if other than brand requested.
6. An applicant 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 responses.
8. Applications may also be accessed electronically on the internet via the City’s [Open Meetings Portal](#).
9. Delivery dates must be shown in the application). If no delivery date is specified, it will be assumed that an immediate delivery from stock will be made (if applicable).
10. A certificate of insurance will normally be required of a successful vendor.
11. For many contracts involving construction, alteration and/or repair work, State law provisions concerning payment of prevailing wage rates apply ([RIGL Sec. 37-13-1 et seq.](#))
12. No goods should be delivered, or work started without a Purchase Order.
13. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
14. Applicant 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 Form 2.)
15. Performance and Payment Bonds will be required prior to the start of construction for each Task Order issued under this contract. Performance and Payment Bonds shall be in the amount of the respective Task Order.

## **BID TERMS**

1. Financial assurances may be required in order to be a successful bidder for Commodity or Construction and Service contracts. If either of the first two checkboxes below is checked, the specified assurance must accompany a bid, or the bid will not be considered by the Board of Contract and Supply. The third checkbox indicates the lowest responsible bidder will be contacted and required to post a bond to be awarded the contract.
  - a)  A certified check for \$\_\_\_\_\_ must be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the bidder.
  - b)  A bid bond in the amount of \_\_\_\_\_ per centum (%) of the proposed total price, must be deposited with the City Clerk as a guarantee that the contract will be signed and delivered by the bidder; and the amount of such bid bond shall be retained for the use of the City as liquidated damages in case of default. Any person signing a bid bond as an attorney-in-fact shall include with the bid bond an original, or a photocopy or facsimile of an original, power of attorney.
  - c)  A performance and payment bond with a satisfactory surety company will be posted by the bidder in a sum equal to one hundred per centum (100%) of the awarded contract.
  - d)  No financial assurance is necessary for this item.
2. Awards will be made within **nighty (90) days of bid opening**. All bid prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
3. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and Acts of God.

### **The following entry applies only for COMMODITY BID TERMS:**

4. Payment for partial delivery will not be allowed except when provided for in blanket or term contracts.

### **The following entries apply only for CONSTRUCTION AND SERVICE BID TERMS:**

5. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
6. Prior to commencing performance under the contract, the successful bidder shall attest to compliance with the provisions of the Rhode Island Worker's Compensation Act, [RIGL 28-29-1, et seq.](#) If exempt from compliance, the successful bidder shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
7. Prior to commencing performance under the contract, the successful bidder shall, submit a certificate of insurance, in a form and in an amount satisfactory to the City.

**FORM 1: Responder's Blank**

1. Submissions must meet the attached specifications. Any exceptions or modifications must be noted and fully explained.
2. Responder's submissions must be in ink or typewritten, and all blanks on the form should be completed.
3. All responses **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): n/a

Name of Surety Company (if applicable): n/a

Total Amount in Writing\*: Not applicable. This is a Request for Qualifications

Total Amount in Figures\*: Not applicable. This is a Request for Qualifications

***\*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

**FORM 2: Certification of Responder**  
(Non-Discrimination/Hiring)

Upon behalf of \_\_\_\_\_ (Firm or Individual Responding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify that:

1. Responder does not unlawfully discriminate on the basis of race, color, national origin, gender, sexual orientation and/or religion in its business and hiring practices.
2. All of Responder's employees have been hired in compliance with all applicable federal, state and local laws, rules and regulations.

I affirm by signing below that I am duly authorized on behalf of Responder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

**FORM 3: Certificate Regarding Public Records**

Upon behalf of \_\_\_\_\_ (Firm or Individual Responding),

I, \_\_\_\_\_ (Name of Person Making Certification),

being its \_\_\_\_\_ (Title or "Self"), hereby certify an

understanding that:

1. All submissions for this Requests for Qualification (RFQ's), documents contained within, and the details outlined on those documents become public records 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 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 submission.
3. The requested supplemental information may be crucial to evaluating applications. Failure to provide such details may result in disqualification, or an inability to appropriately evaluate applications.
4. If sensitive information that has not been requested is enclosed or if a Responder opts to enclose the defined supplemental information prior to the issuing department's request in the responding 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 solicitation process. Information required in the application packet may not be submitted directly to the issuing department at the discretion of the Responder in order to protect other information, from becoming public. Responders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Responder, on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

**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) through d) above.

Executive officers who are not residents of the state of Rhode Island are exempted from this requirement.

Per [R.I.G.L. § 36-14-2](#), “Business” means a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, trust, or any other entity recognized in law through which business for profit or not for profit is conducted.

Name of the person making this affidavit: \_\_\_\_\_

Position in the “Business” \_\_\_\_\_

Name of Entity \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

The number of persons or entities in your entity that are required to report under [Sec. 21.-28.1 \(e\)](#): \_\_\_\_\_

**Read the following paragraph and answer one of the options:**

Within the 12 month period preceding the date of this bid submission with the City of Providence, or with respect to the contracts that are not in writing within the 12 month period preceding the date of notification that the contract has reached the \$100,000 threshold, have you made campaign contributions within a calendar year to (please list all persons or entities required under [Sec. 21.-28.1 \(e\)](#)).

- a. Members of the Providence City Council?  Yes  No
  - If Yes, please complete the following:  
 Recipient(s) of the Contribution: \_\_\_\_\_  
 Contribution Date(s): \_\_\_\_\_ Contribution Amount(s): \_\_\_\_\_
- b. Candidates for election or reelection to the Providence City Council?  Yes  No
  - If Yes, please complete the following:  
 Recipient(s) of the Contribution: \_\_\_\_\_  
 Contribution Date(s): \_\_\_\_\_ Contribution Amount(s): \_\_\_\_\_
- c. The Mayor of Providence?  Yes  No
  - If Yes, please complete the following:  
 Recipient(s) of the Contribution: \_\_\_\_\_  
 Contribution Date(s): \_\_\_\_\_ Contribution Amount(s): \_\_\_\_\_
- d. Candidates for election or reelection to the office of Mayor of Providence?  Yes  No
  - If Yes, please complete the following:  
 Recipient(s) of the Contribution: \_\_\_\_\_  
 Contribution Date(s): \_\_\_\_\_ Contribution Amount(s): \_\_\_\_\_

\_\_\_\_\_  
Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Position

## MBE/WBE Participation Plan

Please complete separate forms for each MBE/WBE subcontractor/supplier to be utilized on the solicitation.

Bidder's Name:					
Bidder's Address:					
Point of Contact:					
Telephone:					
Email:					
Procurement #:					
Project Name:					
Which one of the following describes your business' status in terms of Minority and/or Woman Owned Business Enterprise certification with the State of Rhode Island? (Check all that apply).	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither MBE nor WBE				
<p>This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity at the time of bid. The MBE/WBE Directory can be found <a href="#">here</a>. Please visit, the <a href="#">City's MBE/WBE page</a> for details of the program (e.g. instructions and requirements).</p> <ul style="list-style-type: none"> <li>• <b>Nonprofit organizations are not required to complete the rest of this form.</b></li> <li>• <b>Construction projects unable to identify subcontractors prior to bid submission (e.g. Design Build) are required to provide updates to the MBE/WBE Outreach Office</b></li> </ul>					
Name of Subcontractor/Supplier:					
Type of RI Certification:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Neither				
Address:					
Point of Contact:					
Telephone:					
Email:					
Detailed Description of Work to Be Performed by Subcontractor or Materials to be Supplied by Supplier Per the Scope of Work provided in the RFP					
Total Contract Value (\$):		Subcontract Value (\$):		Participation Rate (%):	
Anticipated Date of Performance:					
I certify under penalty of perjury that the forgoing statements are true and correct.					
<b>Prime Contractor/Vendor Signature</b>			<b>Title</b>		<b>Date</b>
<b>Subcontractor/Supplier Signature</b>			<b>Title</b>		<b>Date</b>

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

**MBE/WBE Waiver Request Form**

**Fill out this form only if you did not meet the 20% MBE/WBE participation goal.  
State-certified MBE or WBE Prime Bidders are NOT REQUIRED to fill out this form.**

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

Prime Bidder: \_\_\_\_\_ Contact Email and Phone \_\_\_\_\_  
 Company Name, Address: \_\_\_\_\_ Trade \_\_\_\_\_  
 Project /Item Description (as seen on RFP): \_\_\_\_\_

To receive a waiver, you must list the certified MBE and/or WBE companies you contacted, the name of the primary individual with whom you interacted, and the reason the MBE/WBE company could not participate on this project.

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

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

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

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

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

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

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

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

## **FOR CONSTRUCTION PROJECTS**

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

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

### **“FIRST SOURCE” REQUIREMENTS.**

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

# SPECIFICATIONS

## Overview

The City of Providence Department of Planning and Development seeks services from qualified construction firm(s), which will be known as the “Contractor”, to perform sidewalk, road, and drainage construction in the Public Right-Of-Way for projects funded through a \$27.2 Million Federal Safe Streets for All (SS4A) Implementation Grant.

Work may include, but is not limited to, installation of protected bicycle lanes, pedestrian safety improvements such as speed bumps and raised crosswalks and intersections, traffic signals, sidewalk and curbing work, road paving and striping, and drainage improvements. Work shall be divided into multiple project areas and bid out as designs become available. The City will solicit either unit price or lump sum bids for each task order from all contractors qualified under this procurement. Americans with Disabilities Act (ADA) and Public Right-Of-Way Accessibility Guidelines (PROWAG) compliance will be required for all improvements.

The City will qualify multiple responsive, qualified and experienced contractors under this contract for consideration of future work. The contract shall be effective for the grant timeline, through January 31<sup>st</sup>, 2029. The Owner is defined as the Providence Public Buildings Authority (PPBA), the City of Providence (City), and the City of Providence Department of Planning and Development (DPD). All the above shall be performed in strict accordance with the Contract Documents.

For each Task Order issued under this Contract, a Performance Bond in an amount of One Hundred (100%) percent of the contract price and a Labor and Material Payment Bond in the amount of One Hundred (100%) percent of the Contract Price with a satisfactory surety company will be required of the successful bidder. All surety companies must be listed with the Department of the Treasury, Fiscal Services, Circular 570 (Latest Revision published by the Federal Register). All bonds shall be in accordance with RIGL 37-12-1 and RIGL 37-13-14.

## Background

In 2022, the City was awarded a Safe Streets and Roads for All Implementation Grant. With matching funds, this grant includes \$34 Million towards construction of road safety improvements for the benefit of all road users. The project is divided into multiple segments, shown in Figure One below, where new safety improvements will be installed, or existing paths will be upgraded with improved separation and features. Intersection improvements such as roundabouts, curbed bump outs and medians, and signal modifications will be considered.

Design, Engineering and Permitting work is currently underway for each of the project segments. The City expects to begin bidding construction projects in 2026, with the majority of the work to be completed in 2027 and 2028.



**Figure One:** SS4A Project Areas. Areas in green will feature new construction of urban trails and intersection improvements.

## Evaluation Criteria

All proposals delivered to the City shall be initially reviewed to determine whether they are responsive or nonresponsive to the requisites of this RFQ.

All responsive proposals will be evaluated and rated based on the proposal submittal requirements and evaluation criteria on the following pages. Please read information regarding each requirement and the criteria for each carefully.

The City reserves the right to award the full contract to one proposer, split the award among more than one proposer, award a partial contract for specific tasks outlined in this RFP, award no contract, and/or to re-release this RFP as it deems in the best interest of the City of Providence.

1. **Cover Letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal. Failure to provide a cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal may result in disqualification.**  
(10 possible points)
  - Non-Responsive (0 pts): Failed to provide cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal
  - Meets Requirements (10 pts): Provided cover letter signed by an officer of the contractor, binding the contractor to all of the commitments made in the proposal
2. **Completed Forms as listed on page 3 of this Request for Proposals. Failure to fully complete or sign forms may result in disqualification.**  
(10 possible points)
  - Non-Responsive (0 pts): Failed to provide completed forms as required by the RFP
  - Meets Requirements (10 pts): Provided completed forms as required by the RFP
3. **Qualifications and Relevant Experience: Complete the attached Statement of Bidder's Qualifications form, including a list of all projects completed by the company in the last 5 years, with references.**  
(50 possible points)
  - Non-Responsive (0 pts): Statement of Bidder's Qualifications is either not included or do not provide any evidence to demonstrate past success in the stated areas of expertise outlined above.
  - Poor (10 pts): Statement of Bidder's Qualifications provides little evidence to demonstrate past success in the stated areas of expertise outlined above.
  - Below Average (20 pts): Statement of Bidder's Qualifications reflect experience and background in some, but not all, of the stated areas of expertise outlined above.
  - Average (30 pts): Statement of Bidder's Qualifications reflect experience and background in all of the stated areas of expertise outlined above.
  - Above Average (40 pts): Statement of Bidder's Qualifications very clearly reflect strong experience and background bringing successful projects to fruition in all of the stated areas of expertise outlined above.
  - Excellent (50 pts): Statement of Bidder's Qualifications very clearly reflect extremely strong experience and background in all of the stated areas of expertise outlined above in a way that exceeds other proposals and is very beneficial to the City of Providence and to the success of this project.

4. **References:** Provide three relevant references on the Statement of Bidder Qualifications for major construction projects completed by the firm within the last 5 years. Each reference should have the person's full name, email address, and phone number listed.

(30 possible points)

Non-Responsive (0 pts)

- 3 relevant references were not provided for lead Consultant; *and/or*
- 3 relevant references were not provided for each subconsultant proposed to be a part of project team; *and/or*
- No references were provided for each project listed as part of each firm's qualifications.

Poor (5 pts)

- 3 relevant references were provided for lead Consultant, however two or more did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant; however, two or more references did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more were not directly involved in the project on behalf of hiring agency and/or references did not have direct experience supervising work of consultant.

Below Average (10 pts)

- 3 relevant references were provided for lead Consultant; however, one reference did not recommend working with lead Consultant or expressed serious concerns regarding quality of consultant's work; and/or
- 3 relevant references were provided for each subconsultant, however one reference did not recommend working with a subconsultant or expressed serious concerns regarding quality of a subconsultant's work; and/or
- References were provided for each project, but one or more did not recommend working with consultant or expressed serious concerns regarding quality of consultant's work.

Average (15 pts)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of consultant's or subconsultants' work.
- References were provided for each project listed. No serious concerns were expressed by references regarding quality of work.

Above Average (25 pts)

- 3 relevant references were provided for lead Consultant and each subconsultant. No serious concerns regarding quality of the consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.
- References were provided for each project listed. No serious concerns were expressed regarding quality of consultant's or subconsultants' work and majority of references enthusiastically recommended working with consultants and subconsultants.

Excellent (30 pts)

- 3 relevant references were provided for lead Consultant and each subconsultant. No concerns expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.
- References were provided for each project listed. No concerns were expressed regarding quality of consultant's or subconsultants' work and all references enthusiastically recommended working with consultants and subconsultants.

## Evaluation Process

1. A Technical Review Committee will be convened comprised of members of the City.
2. The Technical Review Committee members will review and evaluate qualification proposal submissions from each Respondent to determine if they are responsive or nonresponsive to the requirements of this RFQ. All responsible firms will be evaluated and rated based on the criteria below, resulting in a short-list of qualifying firms.
3. Selection Criteria

Item	Points
1. Cover Letter	0-10
2. Completed Forms	0-10
3. Statement of Bidder Qualifications	0-50
4. References	0-30
Maximum Score:	100

4. Only qualifications proposals ranked at a minimum of 70 POINTS will be considered.
5. A final evaluation and ranking will be based on the respondents' Proposal and ability/commitment to provide services to the City in a timely manner.
6. The City may, at its sole option, elect to require interviews and presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate. This may be prior to or after short list selection. The City reserves the right to select one or more respondents for contract award.

### Scoring Sheet *(to be completed by City Evaluation Team)*

		Lead Contractor:	Lead Contractor:	Lead Contractor:
Technical Evaluation Criteria	1. Cover Letter			
	2. Completed Forms			
	3. Qualifications and Relevant Experience			
	4. References			
Total Score				

## SUPPLEMENTAL INFORMATION

If the issuing department for this RRQ determines that your firm's application 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 application.

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

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

**You must be able to provide:**

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



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

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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

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

require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

18. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, in any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision shall be valid and enforceable to the fullest extent permitted by law.