



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

# INVITATION FOR BIDS

**Item Description: TOWING SERVICES FOR ABANDONED VEHICLES – ONE-YEAR CONTRACT WITH TWO ONE-YEAR RENEWAL OPTIONS**

**Procurement/MinuteTraq #: 52283**

**Date to be opened: 3/23/2026**

**Issuing Department: Public Works**

## QUESTIONS

Please direct questions related to the process, how to fill out forms, and how to submit an 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 related to the specifications outlined (beginning on page 14) to the issuing department’s subject matter experts:

○ Name: Darren Hull

○ Title: Police Officer

○ Email: [dhull@providenceri.gov](mailto:dhull@providenceri.gov)

Name: Luis San Lucas

Title: Captain

Email: [lsanlucas@providenceri.gov](mailto:lsanlucas@providenceri.gov)

- Please direct questions related 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 the subject line “**MBE WBE Forms.**”

## Pre-submission Conference

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

**Deadline for question submissions:** Questions must be submitted via email by March 13, 2026, 2:00 PM (EST). All questions will be answered via addendum. It is the responsibility of all interested parties to monitor the [Department of Purchasing website](#) or [BidNet Direct](#) for any procurement-related postings, such as addenda

## INSTRUCTIONS FOR SUBMISSION

**Meeting Date: 3/23/2026**

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, 3<sup>rd</sup> Floor  
25 Dorrance Street  
Providence, RI 02903**

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

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

**All bids submitted to the City Clerk become public 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 the lowest qualified and responsible bidder.
2. In determining the lowest responsible bidder, cash discounts based on preferred 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 the brand or make being offered and submit detailed specifications if other than the 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 ([RIGL Sec. 37-13-1 et seq.](#))
15. No goods should be delivered, or work started, without a Purchase Order.
16. **Submit 2 copies of the bid to the City Clerk, unless the specification section of this document indicates otherwise.**
17. Bidder must certify that it does not unlawfully discriminate on the basis of race, color, national origin, gender, gender identity or expression, sexual orientation, and/or religion in its business and hiring practices and that all of its employees are lawfully employed under all applicable federal, state, and local laws, rules, and regulations. (See Bid Form 2.)

## **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.

**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 the **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 the 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),

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

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

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

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

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

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

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

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

Upon behalf of \_\_\_\_\_ (Firm or Individual Bidding),  
I, \_\_\_\_\_ (Name of Person Making Certification),  
being its \_\_\_\_\_ (Title or "Self"), hereby certify an  
understanding that:

1. All bids submitted in response to a solicitation, documents contained within, and the details outlined on those documents become public record upon receipt by the City Clerk's office and opening at the corresponding Board of Contract and Supply (BOCS) meeting.
2. The Purchasing Department and the issuing department for this solicitation have made a conscious effort to request that sensitive/personal information be submitted directly to the issuing department and only at request if verification of specific details is critical to the evaluation of a vendor's bid.
3. The requested supplemental information may be crucial to evaluating bids. Failure to provide such details may result in disqualification or an inability to appropriately evaluate bids.
4. If sensitive information that has not been requested is enclosed or if a bidder opts to enclose the defined supplemental information prior to the issuing department's request in the bidding packet submitted to the City Clerk, the City of Providence has no obligation to redact those details and bears no liability associated with the information becoming public record.
5. The City of Providence observes a public and transparent bidding process. Information required in the bidding packet may not be submitted directly to the issuing department at the discretion of the bidder in order to protect other information, such as pricing terms, from becoming public. Bidders who make such an attempt will be disqualified.

I affirm by signing below that I am duly authorized on behalf of Bidder, on  
this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

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

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

**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) 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.

# BID PACKAGE SPECIFICATIONS

## 1. Purpose and Intent

The City of Providence (“City”) seeks qualified towing service providers (“Contractor”) to furnish towing, storage, and disposal services for abandoned and unclaimed vehicles within the City. This contract is a requirements-based service contract, and the City makes no guarantee as to the volume of services or minimum expenditure.

## 2. Contract Type, Term, and Award

- **Contract Type:** Requirements-Based (As-Needed) Service Contract
- **Initial Term:** One (1) year – Starting July 1, 2026, and ending on June 30, 2027.
- **Renewal Options:** Two (2) additional one-year options, exercisable at the City’s sole discretion
- **No Guaranteed Volume:** The City does not guarantee any minimum quantity, dollar value, or frequency of services. The award of this contract in no way obliges the City to spend the corresponding estimated dollars.
- **Multiple Awards:** The City reserves the right to award to one or more responsive and responsible bidders
- **Termination for Convenience:** The City may terminate the contract, in whole or in part, upon thirty (30) days’ written notice

## 3. Geographic and Service Parameters

All services shall be performed solely within the municipal boundaries of the City of Providence. Standard service hours shall be Monday through Friday, 7:00 a.m. to 5:00 p.m., unless otherwise authorized in writing by the City.

## 4. Authorization of Services

All towing services must be expressly authorized by a sworn Providence Police Department officer, supervisor, or other City designee who is a member of the department’s Vehicle Recovery Unit. The Contractor, upon notification, shall immediately send a tow truck(s) to the designated location. At the direction of a police officer at the scene, the Contractor shall remove the disabled vehicle or vehicles from the scene directly to either the Contractor’s lot or another location as specified by the officer or City designee.

Operators of tow vehicles shall obey all lawful orders of police officers and shall render assistance when it has been determined that illegally parked vehicles or other hazards or nuisances must be removed from public or private property.

For the removal of an abandoned vehicle on private property, the Police Department will endeavor to summon tow services during the Contractor’s normal business hours in circumstances where the vehicle is not a hazard, and the owner of the property is not present requesting a tow. For this type of tow, city officials also will attempt to avoid having the vehicle towed during adverse weather conditions (i.e., rainstorms, snowstorms, etc.).

Unauthorized tows shall not be eligible for payment.

## **5. Scope of Services**

Services include, but are not limited to: (a) towing abandoned vehicles from public rights-of-way and public or private property; (b) transport to City-approved storage facilities; (c) safeguarding vehicles and contents; and (d) lawful disposal of unclaimed vehicles in accordance with Rhode Island General Laws.

## **6. Priority of City Requests**

Requests from the City shall take priority over all other towing assignments. The Contractor shall disclose all existing towing agreements with other entities and notify the City of any new agreements during the contract term.

## **7. Response Time Requirements**

The Contractor shall arrive on-site within sixty (60) minutes of a City request. If the Contractor cannot meet the required response time, the Contractor must notify the City within thirty (30) minutes of the request.

## **8. Equipment Requirements**

The Contractor shall own or exclusively lease, at a minimum, five (5) flatbed tow vehicles and two (2) heavy-duty wrecker trucks. All equipment shall be commercially manufactured, properly licensed, and maintained in good mechanical condition, and shall be subject to City inspection.

No vehicle of the Contractor shall be used as an emergency vehicle. All wreckers shall be equipped with the necessary equipment to perform emergency towing according to industry standards. All towing vehicles shall have dollies, brooms, shovels, and fire extinguishers.

The Vendor Assessment listing all the equipment per category must be completed for your bid; failure to return the completed form may result in disqualification.

## **9. Vehicle Identification and Compliance**

Contractor vehicles shall not display markings implying affiliation with the City and shall comply with all applicable Rhode Island vehicle registration and identification requirements (RIGL § 31-22-23).

## **10. Hours of Service**

The Contractor shall maintain an open facility with equipment and a labor force adequate to supply demand Monday – Friday 8:00 a.m. to 5:00 p.m.

## **11. Storage and Safeguarding**

The Contractor assumes full responsibility for safeguarding all vehicles and contents. A tow inventory shall be completed for each vehicle. Authorized owners or representatives shall be permitted inspection and retrieval of documents necessary for vehicle release.

## **12. Disposal of Abandoned Vehicles**

Disposal of unclaimed vehicles shall occur only after completion of all legally required procedures and in compliance with Rhode Island General Laws § 39-12 and applicable environmental regulations.

## **13. Pricing and Cost Controls**

Pricing shall be in accordance with the approved Pricing Schedule/Vendor Assessment Form (Exhibit A). Prices shall be firm, fixed flat rates. Disposal-related charges shall be contingent, pass-through costs and require City authorization and documentation.

## **14. Invoicing and Payment**

Invoices shall be submitted monthly and include tow authorization details, vehicle information, itemized charges, and all required supporting documentation. Invoices lacking required documentation may be rejected or reduced.

Invoices shall be submitted monthly to:

City of Providence  
c/o Providence Police Department  
Attn: Commissioner's Office/Accounts Payable  
325 Washington Street  
Providence, RI 02903

With a copy to:  
City of Providence  
c/o Department of Public Property  
Attn: Fleet Manager  
25 Dorrance Street, Room 407  
Providence, RI 02903

## **15. Records and Audit Rights**

The Contractor shall maintain tow logs and supporting records sufficient for audit and invoice verification and shall make such records available to the City upon request.

The Contractor shall maintain a tow log or other acceptable record-keeping system for each separate tow that will include the following information:

- a) The name of the department and the City official requesting the services;
- b) Time, date, location of tow (from and to), hold location if applicable, and city official or police officer authorizing the tow; and
- c) Make, model, vehicle registration, and vehicle identification number of the towed vehicle.

Any failure to provide sufficient backup documentation to substantiate an invoice shall not constitute a delay in payment by the City.

## **16. Compliance with Laws**

The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, and licensing requirements.

## **17. Insurance and Indemnification**

The Contractor shall maintain required insurance coverage and shall defend, indemnify, and hold harmless the City from claims arising out of the Contractor's performance.

The Contractor shall carry policies of insurance for commercial general liability, automobile liability, and workers' compensation at commercially reasonable limits and shall add the City of Providence as an additional insured on any commercial general liability, automobile liability, and umbrella policies it carries.

The Contractor hereby agrees to defend, indemnify, and hold the City harmless against:

- Any and all losses and liabilities for claims for personal injury, death, or property damage made against the City arising out of, or as a consequence of, any work performed under the Contract.
- Any and all expenses related to claims or lawsuits resulting from such claims, including court costs and attorney(s) fees.
- Any and all penalties and damages incurred by the City by reason of the Contractor's failure to obtain any permit and license under, or failure to comply with any applicable laws, ordinances, or regulations.
- The Contractor expressly assumes full responsibility and liability for all property entrusted to its care, including all equipment and contents thereof and agrees to defend, indemnify, and holds harmless the City against all claims for damages to vehicles and equipment entrusted to its care and control.

## **18. Miscellaneous**

### **18.1. Valid Vehicle Registrations:**

The Contractor must have valid vehicle registrations and utilize only vehicles that possess a valid vehicle registration, display a valid license plate, and comply with the weight requirements of the Rhode Island Vehicle Code.

### **18.2. Proper Driver's License Classification:**

Each person operating a vehicle on behalf of the Contractor must be classified for the type of towing operation he or she shall be performing and vehicle he or she shall be operating and must submit proof of classification to the Providence Police Department (PPD).

### **18.3. Compliance with Laws:**

The Contractor shall comply with all laws, rules, and regulations of any governmental agency having jurisdiction over the Contractor's business including, but not limited to, licensing, minimum safety requirements, and Chapter 15 of the Providence Code of Ordinances.

### **18.4. Lien Assignment:**

The Contractor shall agree that any lien arising by operation of law against a vehicle owner for the benefit of the Contractor shall be automatically assigned to the City of Providence by virtue of the City being invoiced for the towing services.

## 19. Liquidated Damages

The parties agree that damages for certain performance failures are difficult to ascertain. Accordingly, the City may assess liquidated damages as follows:

- Failure to meet 60-minute response time: \$200 (light-duty) or \$400 (heavy-duty) per occurrence.
- Failure to provide timely notice of delay: \$100 per occurrence.
- Submission of unauthorized charges: \$150 per invoice.

Three (3) or more assessments in a rolling ninety (90) day period may constitute grounds for suspension or termination for cause.

## 20. Default, Suspension, and Termination for Cause

Failure to comply with this Scope of Work, including response times and pricing requirements, may result in corrective action, suspension of services, or termination for cause.

## 21. Order of Precedence

In the event of conflict, the order of precedence shall be: (1) Executed Contract and Amendments; (2) This Scope of Work; (3) Exhibit A – Pricing Schedule / Vendor Assessment Form; (4) Solicitation and Addenda; (5) Contractor Proposal.

## 22. Vendor Qualification Assessment

Narrative and format: Vendor responses must address specifically each of the following elements:

- Vendor Assessment Form – Provide the completed Vendor Assessment Form containing hourly rates and equipment list.

## 23. Selection/Evaluation Criteria

Proposals shall be reviewed by the issuing Department on a “Pass/Fail” basis. All criteria must receive a “Pass” determination for a vendor’s potential inclusion on the resulting blanket contract qualified vendor list. Any criteria with a “Fail” determination will not be reviewed further, and the vendor will be dropped from consideration. Proposals shall be reviewed and scored based upon the following criteria:

<b>Criteria</b>	<b>Pass/Fail</b>
Vendor Assessment Form	Pass/Fail
<b>Overall Pass/Fail</b>	<b>Pass/Fail</b>

**Exhibit A – Pricing Schedule / Vendor Assessment Form**

<b>Towing Services</b>						
<b>Business Name:</b>						
<b>ITEM #</b>	<b>Description</b>	<b>QTY</b>	<b>UOM</b>	<b>Year 1</b>	<b>Option Year-1</b>	<b>Option Year-2</b>
<b>Category 1: ABANDONED VEHICLE TOWS TO VENDORS FACILITY:</b>						
<b>A. RECREATIONAL VEHICLES TOWED FROM WITHIN THE BOUNDARIES OF THE CITY OF PROVIDENCE:</b>						
1	Boat with trailer (under 12 feet in length) - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
2	Boat with trailer (12.1 feet to 18 feet in length) - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
3	Boat with trailer (18.1 feet to 26 feet in length) - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
4	Boat without trailer (under 12 feet in length) - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
5	Boat with trailer (12.1 feet to 18 feet in length) - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
6	Boat with trailer (18.1 feet to 26 feet in length) - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
7	Campers – RV’s - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
<b>B. MISCELLANEOUS VEHICLES TOWED FROM WITHIN THE BOUNDARIES OF THE CITY OF PROVIDENCE TO VENDORS FACILITY:</b>						
8	Box Trucks - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
9	Storage Containers - Monday to Friday Tow Service - 8:00 AM to 5:00 PM	1	Flat rate	\$	\$	\$
10	Vehicles not listed with a gross vehicle weight below 11,000 pounds	1	Flat rate	\$	\$	\$
11	Vehicles not listed with a GVW above 11,000 pounds and under 30,000 pounds	1	Flat rate	\$	\$	\$
12	Vehicles not listed with a GVW above 30,000 pounds	1	Flat rate	\$	\$	\$

<b>C. DISPOSAL FEES:</b>						
<b>13</b>	<b>Labor</b>	<b>1</b>	<b>Per Hour</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>14</b>	<b>Demolition fee</b>	<b>1</b>	<b>Per our</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>15</b>	<b>Dumpster tip</b>	<b>1</b>	<b>Per Pound</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>16</b>	<b>Propane Gas Tank Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>17</b>	<b>Gasoline Tank Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>18</b>	<b>Oil Drum Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>19</b>	<b>Tire Removal Fee (Standard Tire)</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>20</b>	<b>Tire Removal Fee (Large Truck Tire)</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>21</b>	<b>Camper/RV Black Tank Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>22</b>	<b>Camper/RV Grey Tank Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>22</b>	<b>Mattress Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>23</b>	<b>Hazardous Materials Disposal Fee</b>	<b>1</b>	<b>Each</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>24</b>	<b>Miscellaneous Items Not Classified</b>	<b>1</b>	<b>Per Pound</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>

## Towing Services - Auto and Truck Vendor List of Equipment

<b>Category 1: Light Duty Vehicles/Trucks (Including Lift Two Trucks and Flat Bed Trucks)</b>		
<b>Make</b>	<b>Model</b>	<b>GVW</b>
<b>Category 2: Medium and Heavy Duty Trucks</b>		
<b>Make</b>	<b>Model</b>	<b>GVW</b>
<b>Category 3: Towing of Miscellaneous Construction Equipment</b>		
<b>Make</b>	<b>Model</b>	<b>GVW</b>

**Category 4: Specialty Vehicle Recovery Services**

<b>Make</b>	<b>Model</b>	<b>GVW</b>

Name: \_\_\_\_\_  
*(Name of the Person Submitting this Form – print)*

Title: \_\_\_\_\_  
*(Title of the Person Submitting this Form – print)*

Signature: \_\_\_\_\_  
*(Signature of the Person Submitting this Form)*

Date: \_\_\_\_\_  
*MM/DD/YYYY*

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

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

**You must be able to provide:**

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



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

**CITY OF PROVIDENCE STANDARD TERMS & CONDITIONS**

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



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

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

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